



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MARCH 21, 2022**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

3. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

A) Public hearing on development services cases.

4. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

A) Submission of Sales Tax Collection Report for March 2022.

B) Submission of Property Tax Collection Report for February 2022.

AGENDA REGULAR MEETING
March 21, 2022

5. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for March 7, 2022 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for closure of South U.S. 281 (Cage Boulevard) from State Street to Kelly Avenue and Business 83 from Athol Avenue to Bluebonnet Avenue for Hubphest from Thursday, April 7, 2022, at 5:00 p.m. until Sunday, April 10, 2022, at 12:00 p.m. (PARKS)

C) Consideration and action, if any, on sponsorship request from Law Enforcement Torch Run for Special Olympics Texas for their 5K Run/Walk event taking place on April 30, 2022. (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to advertise for bids for the Fiscal Year 2016 Donations Acceptance Program (FY 16 DAP) projects. (ENGINEERING)

E) Consideration and action, if any, on a 3-year Maintenance Agreement with Holt Power Systems for \$13,807.42. (BRIDGE)

F) Consideration and action, if any, on Development Services Cases:

1. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. **CUP#060104** (DEVELOPMENT SERVICES)

2. Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169** (DEVELOPMENT SERVICES)

3. Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard. **CUP#151170** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-32 increasing the membership of the Keep Pharr Beautiful Committee from five (5) to seven (7) members. (**1st Reading**) (PARKS)

B) Consideration and action, if any, on Resolution appointing (3) new members and reappointing (5) members to the Community Development Council. (GMCD)

C) Consideration and action, if any, on Resolution authorizing the issuance of the Pharr Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2022; awarding sale of the bonds; and containing other provisions related thereto. (FINANCE)

7. PURCHASING:

A) Consideration and action, if any, authorizing the Pharr Police Department to purchase (2) two 2022 BMW R1250 RT-P Police Motorcycles from Alamo BMW in Boerne, Texas for the total amount of \$57,546.08. (POLICE)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to amend contract with Garcia Infrastructure Consultants, LLC for additional Professional Engineering Services for the Sanitary Sewer Collection Improvements and Lift Station 1, 29, and 33 Elimination Project. (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to amend agreement with G2 Arch in the amount of \$540,334 for the EMS and Fire Department Headquarters. (ENGINEERING)

C) Consideration and action, if any, on Amendment No. 2 in the amount of \$13,032.31 to the agreement with Millennium Engineers Group, Inc., for additional construction material testing services for the Fiscal Year 2015 Donations Acceptance Program (FY 15 DAP) projects: Northbound Lanes (CSJ: 0921-02-385) and 2nd BSIF Exit (CSJ: 0921-02-383). (ENGINEERING)

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D) Consideration and action, if any, on Agreement with Pyro Shows of Texas for a fireworks display for the July 4, 2022 celebration in the amount of \$42,400. (FIRE)

E) Consideration and action, if any, on Memorandum of Understanding between Pharr Police Department and South Texas College for instruction of the Basic Telecommunicator Certification. (POLICE)

F) Consideration and action, if any, on Memorandum of Understanding between Pharr Police Department and San Juan Police Department for the use of San Juan Police Jail during the dates of April 1 to April 4, 2022. (POLICE)

G) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Vanguard Academy for TeamPharr.Net services for students. (IT)

H) Consideration and action, if any, on Memorandum of Understanding between City of Pharr and Hidalgo Independent School District for TeamPharr.Net services for students. (IT)

I) Consideration and action, if any, on Memorandum of Understanding between City of Pharr and IDEA Public Schools for TeamPharr.Net services for students. (IT)

J) Consideration and action, if any, on the award of contract for the Fir Avenue Paving Improvements to the lowest responsible bidder, Castle Enterprises, LLC, in the amount of \$314,717.17. (ENGINEERING)

K) Consideration and action, if any, authorizing City Manager to negotiate and enter into Interlocal Agreement between City of Pharr and City of Mission for Emergency Medical Services. (EMERGENCY MEDICAL SERVICES)

9. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is

AGENDA REGULAR MEETING
March 21, 2022

informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

10. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 18th day of March 2022 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

AGENDA REGULAR MEETING
March 21, 2022



WITNESS MY HAND AND SEAL, this 18th day of March 2022.



HILDA PEDRAZA, TRMC/CMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the ____ day of _____, 20__ by,

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: March 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for March 2022.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 9.18% Month-to-Month compared to last Year 2021 and overall 14.45% growth compared to last year's collections.

Please feel free to contact me should the need arise. I am at extension 1907.
THANK YOU

Fiscal Consideration:

n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
City Management Office

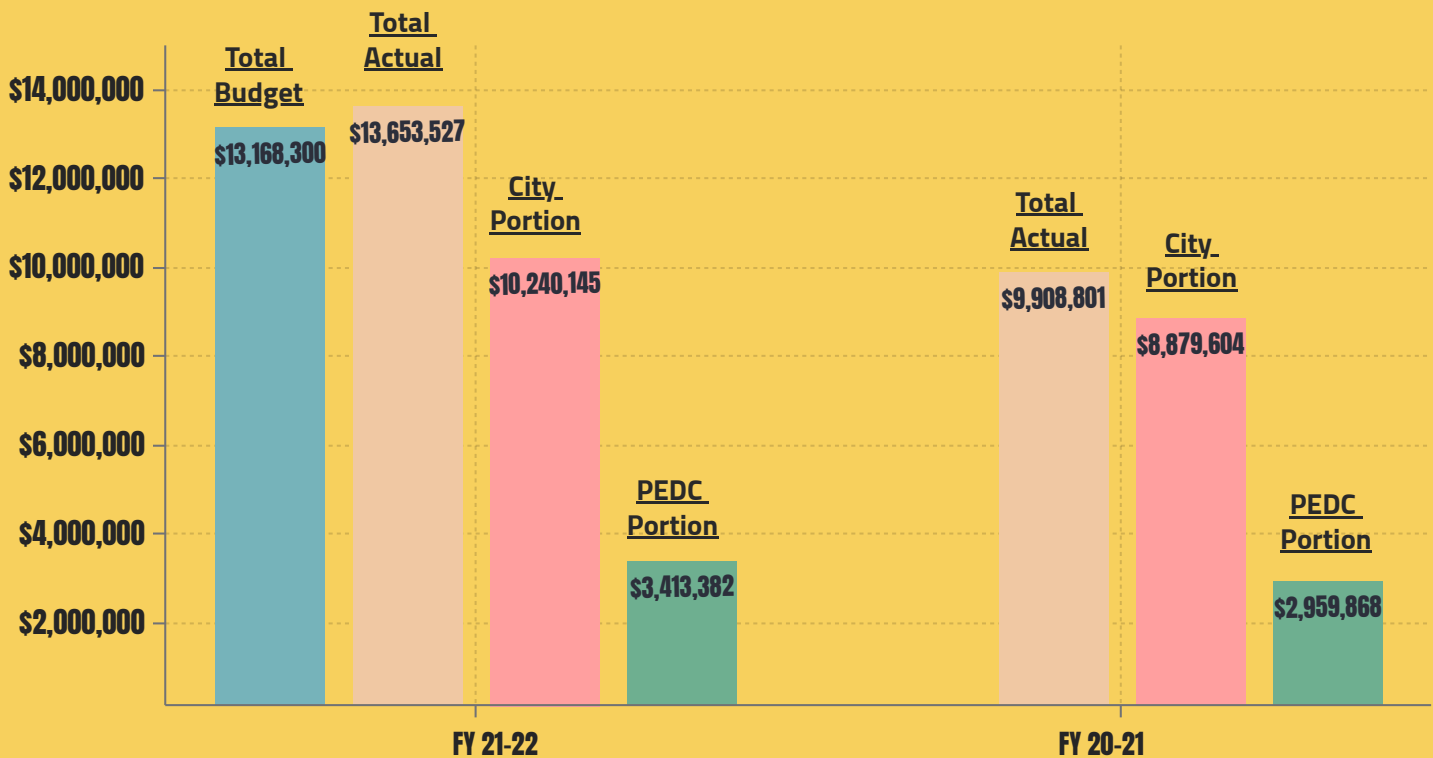
Created/Initiated - 3/16/2022
Final Approval - 3/18/2022



CITY OF PHARR SALES TAXES

as of March 2022
FY 2021-2022

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year



9.18% YTD

Increase in Sales Tax from Last Year*



14.45%

Compared to March 2021 Cash Basis.

Ranked No. 6

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Property Tax Collection Report for February 2022.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Current Collections

Current Tax Collections as of February 2022 are **\$20,245,539 or 90.14 %** collected out of this year's levy . This is 1.81% more than last year's collection rate.

Delinquent Tax

Delinquent Tax Collections as of February 2022 are \$432,948, which is 16.16% collected out of previous year's tax rolls. This is an increase of 2.04% compared to last year.

Fiscal Consideration: n/a

Staff Recommendation:

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
City Management Office

Created/Initiated - 3/16/2022
Final Approval - 3/18/2022

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
FEBRUARY 2022**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2021/2022	COLLECTED 2020/2021
2021 TAX ROLL	25,143,252.18	23,245,539.45		644,057.68	2,541,770.41	90.14%	88.33%
2020 & PRIOR YRS	2,751,791.27	432,948.86		(72,984.63)	2,245,857.78	16.16%	14.08%
ROLLBACK	6,958.36	15,952.43		8,994.07	-	100.00%	72.71%
TOTALS	27,902,001.81	23,694,440.74	-	580,067.12	4,787,628.19		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2022

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	3,073,615.40	(27,564.34) CURRENT
CURRENT YEAR-P&I	163,063.54	
PRIOR YEARS-BASE TAX	97,598.06	(4,625.12) PRIOR
PRIOR YEARS-P&I	34,186.96	
ROLLBACK	3,984.64	1,445.78 ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	17,501.94	PURGED
TOTAL COLLECTIONS	3,389,950.54	(30,743.68)
LESS TRANSFERRED	2,932,821.05	
LESS IN TRANSIT	451,256.22	
LESS DUE TO HCAD COMM. FEE	85.27	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2022 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF MARCH 2022 A.D.

Rita Rebecca Vargas
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF FEBRUARY 2022

<u>AD VALOREM - CITY OF PHARR</u>	<u>2021-2022</u>	<u>2020-2021</u>	<u>DIFFERENCE</u>
<u>2021 CURRENT</u>			
ORIGINAL LEVY	25,143,252.18	23,908,465.77	1,234,786.41
MODIFICATIONS	644,057.68	328,320.57	315,737.11
CURRENT LEVY	25,787,309.86	24,236,786.34	1,550,523.52
CURRENT COLLECTIONS THIS MONTH	3,073,615.40	1,826,952.74	1,246,662.66
CURRENT COLLECTIONS TO DATE	23,245,539.45	21,408,845.45	1,836,694.00
OUTSTANDING TO DATE	2,541,770.41	2,827,940.89	(286,170.48)
PERCENT COLLECTED/ORIGINAL	92.45%	89.55%	2.90%
PERCENT COLLECTED/MODIFIED	90.14%	88.33%	1.81%
TOTAL COLLECTIONS FISCAL YEAR	23,245,539.45	21,408,845.45	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,751,791.27	2,737,130.81	14,660.46
MODIFICATIONS	(72,984.63)	13,211.08	(86,195.71)
DELINQUENT LEVY	2,678,806.64	2,750,341.89	(71,535.25)
DELINQUENT COLLECTIONS THIS MONTH	97,598.06	85,778.18	11,819.88
DELINQUENT COLLECTIONS TO DATE	432,948.86	387,282.82	45,666.04
OUTSTANDING TO DATE	2,245,857.78	2,363,059.07	(117,201.29)
PERCENT COLLECTED/ORIGINAL	15.73%	14.15%	1.58%
PERCENT COLLECTED/MODIFIED	16.16%	14.08%	2.08%
TOTAL COLLECTIONS FISCAL YEAR	432,948.86	387,282.82	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	6,958.36	14,669.19	(7,710.83)
MODIFICATIONS	8,994.07	0.00	8,994.07
ROLLBACK LEVY	15,952.43	14,669.19	1,283.24
ROLLBACK COLLECTIONS THIS MONTH	3,984.64	7,764.65	(3,780.01)
ROLLBACK COLLECTIONS TO DATE	15,952.43	10,666.47	5,285.96
OUTSTANDING TO DATE	0.00	4,002.72	(4,002.72)
PERCENT COLLECTED/ORIGINAL	229.26%	72.71%	156.55%
PERCENT COLLECTED/MODIFIED	100.00%	72.71%	27.29%
TOTAL COLLECTIONS FISCAL YEAR	15,952.43	10,666.47	

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS FOR MONTH OF: FEBRUARY 2022**

33 - CPR

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
1-Feb	8,714.31	520.99			899.46	347.43			187.03		10,669.22		10,669.22	
2-Feb	31,572.93	884.91			580.84	219.73			85.51		33,343.92		33,343.92	
3-Feb	58,939.55	1,064.96			4,439.00	1,196.48			826.43		66,466.42		66,466.42	
4-Feb	295,430.37	612.76			5,765.79	1,587.58			1,076.35		304,472.85		304,472.85	
7-Feb	198,941.65	2,040.24			1,608.81	532.00			238.32		203,361.02	612,525.43	(409,164.41)	14-Feb
8-Feb	241,808.04	2,107.02			1,761.56	604.71			337.17		246,618.50	246,618.50	-	15-Feb
9-Feb	130,168.80	1,023.06			12,539.18	4,124.10			2,242.22		150,097.36	150,097.36	0.00	16-Feb
10-Feb	315,474.68	898.01			1,936.42	635.93			370.17		319,315.21	319,315.21	(0.00)	17-Feb
11-Feb	576,030.19	1,345.93			6,512.21	2,424.53			1,374.18		587,687.04	587,687.04	-	18-Feb
12-Feb	260,868.80	119,807.01			-	-			-		380,675.81		380,675.81	
14-Feb	199,105.16	1,097.90			4,115.93	1,277.47			657.58		206,254.04		206,254.04	
14-Feb			0.00	0.00			2,538.86	0.00		0.00	2,538.86	2,538.86	-	28-Feb
15-Feb	152,259.57	1,714.80			6,807.22	3,280.84			1,290.54		165,352.97		165,352.97	
16-Feb	165,046.28	4,119.27			6,963.08	2,201.16			626.94		178,956.73		178,956.73	
17-Feb	79,117.56	1,532.11			1,581.09	346.97			221.37		82,799.10	1,014,038.65	(931,239.55)	28-Feb
18-Feb	36,048.23	2,457.76			7,312.17	2,617.00			972.79		49,407.95	36,993.87	12,414.08	1-Mar
19-Feb	(8,862.40)	(54.76)			(3,178.90)	(208.36)			(109.66)		(12,414.08)		(12,414.08)	
22-Feb	44,971.64	2,693.17			4,886.58	1,902.92			907.69		55,362.00	55,362.00	-	2-Mar
23-Feb	28,970.17	1,928.42			1,528.40	781.03			303.03		33,511.05	33,511.05	(0.00)	3-Mar
24-Feb	48,317.74	3,238.76			6,700.96	2,159.90			1,141.89		61,559.25	61,559.25	-	4-Mar
25-Feb	65,388.89	4,374.57			7,370.35	2,124.81			1,346.73		80,605.35	80,605.35	(0.00)	8-Mar
28-Feb	145,303.24	9,656.65			17,467.91	6,030.73			3,405.66		181,864.19	181,778.92	85.27	9-Mar
28-Feb			-	-			1,445.78	0.00		-	1,445.78	1,445.78	-	9-Mar
TTL	3,073,615.40	163,063.54	0.00	0.00	97,598.06	34,186.96	3,984.64	0.00	17,501.94	0.00	3,389,950.54	3,384,077.27	5,873.27	

OVERALL TOTAL	3,389,950.54
LESS REFUNDS	0.00
LESS HCAD COMM FEES	85.27
LESS COMM/COST	5,788.00
BALANCE	3,384,077.27
LESS TRANSFERRED	2,932,821.05
LESS TRANSF IN TRANSIT	451,256.22
BALANCE PENDING	0.00

03/03/2022 11:12:48 3963743
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 02/01/2022 THRU 02/28/2022
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 48
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.567100	2,428,995.57	.00	128,864.68	.00	2,557,860.25	.00	.00	.00	2,557,860.25
	I & S	.150500	644,619.83	.00	34,198.86	.00	678,818.69	.00	.00	.00	678,818.69
	TOTAL	.717600	3,073,615.40	.00	163,063.54	.00	3,236,678.94	.00	.00	.00	3,236,678.94
2020	M & O	.567100	47,161.61	.00	11,096.41	.00	58,258.02	10,060.05	.00	.00	68,318.07
	I & S	.150500	12,516.08	.00	2,944.92	.00	15,461.00	.00	.00	.00	15,461.00
	TOTAL	.717600	59,677.69	.00	14,041.33	.00	73,719.02	10,060.05	.00	.00	83,779.07
2019	M & O	.567100	11,954.06	.00	4,306.38	.00	16,260.44	2,927.49	.00	.00	19,187.93
	I & S	.150500	3,172.37	.00	1,142.83	.00	4,315.20	.00	.00	.00	4,315.20
	TOTAL	.717600	15,126.43	.00	5,449.21	.00	20,575.64	2,927.49	.00	.00	23,503.13
2018	M & O	.567100	7,699.45	.00	3,446.01	.00	11,145.46	1,726.88	.00	.00	12,872.34
	I & S	.081900	1,111.97	.00	497.71	.00	1,609.68	.00	.00	.00	1,609.68
	TOTAL	.649000	8,811.42	.00	3,943.72	.00	12,755.14	1,726.88	.00	.00	14,482.02
2017	M & O	.567100	3,621.61	.00	1,918.76	.00	5,540.37	808.59	.00	.00	6,348.96
	I & S	.081900	523.01	.00	277.13	.00	800.14	.00	.00	.00	800.14
	TOTAL	.649000	4,144.62	.00	2,195.89	.00	6,340.51	808.59	.00	.00	7,149.10
2016	M & O	.582100	2,737.06	.00	1,667.10	.00	4,404.16	587.07	.00	.00	4,991.23
	I & S	.071900	338.06	.00	205.92	.00	543.98	.00	.00	.00	543.98
	TOTAL	.654000	3,075.12	.00	1,873.02	.00	4,948.14	587.07	.00	.00	5,535.21
2015	M & O	.582100	1,291.87	.00	837.07	.00	2,128.94	203.33	.00	.00	2,332.27
	I & S	.071900	159.58	.00	103.40	.00	262.98	.00	.00	.00	262.98
	TOTAL	.654000	1,451.45	.00	940.47	.00	2,391.92	203.33	.00	.00	2,595.25
2014	M & O	.608100	1,248.14	.00	866.17	.00	2,114.31	249.00	.00	.00	2,363.31
	I & S	.071900	147.58	.00	102.42	.00	250.00	.00	.00	.00	250.00
	TOTAL	.680000	1,395.72	.00	968.59	.00	2,364.31	249.00	.00	.00	2,613.31
2013	M & O	.605000	742.93	.00	584.88	.00	1,327.81	53.01	.00	.00	1,380.82
	I & S	.075000	92.12	.00	72.52	.00	164.64	.00	.00	.00	164.64
	TOTAL	.680000	835.05	.00	657.40	.00	1,492.45	53.01	.00	.00	1,545.46
2012	M & O	.602600	385.35	.00	407.31	.00	792.66	107.89	.00	.00	900.55
	I & S	.077400	49.50	.00	52.32	.00	101.82	.00	.00	.00	101.82
	TOTAL	.680000	434.85	.00	459.63	.00	894.48	107.89	.00	.00	1,002.37
2011	M & O	.602100	563.07	.00	662.96	.00	1,226.03	185.43	.00	.00	1,411.46
	I & S	.077900	72.86	.00	85.76	.00	158.62	.00	.00	.00	158.62
	TOTAL	.680000	635.93	.00	748.72	.00	1,384.65	185.43	.00	.00	1,570.08
2010	M & O	.601800	389.57	.00	484.27	.00	873.84	131.08	.00	.00	1,004.92
	I & S	.078200	50.62	.00	62.93	.00	113.55	.00	.00	.00	113.55
	TOTAL	.680000	440.19	.00	547.20	.00	987.39	131.08	.00	.00	1,118.47

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 JURISDICTION: 0033 CITY OF PHARR

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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.601800	537.04	.00	756.93	.00	1,293.97	201.11	.00	.00	1,495.08
	I & S	.078200	69.78	.00	98.35	.00	168.13	.00	.00	.00	168.13
	TOTAL	.680000	606.82	.00	855.28	.00	1,462.10	201.11	.00	.00	1,663.21
2008	M & O	.602940	399.73	.00	520.91	.00	920.64	77.36	.00	.00	998.00
	I & S	.078910	52.32	.00	68.16	.00	120.48	.00	.00	.00	120.48
	TOTAL	.681850	452.05	.00	589.07	.00	1,041.12	77.36	.00	.00	1,118.48
2007	M & O	.596130	218.48	.00	392.61	.00	611.09	104.59	.00	.00	715.68
	I & S	.086990	31.88	.00	57.30	.00	89.18	.00	.00	.00	89.18
	TOTAL	.683120	250.36	.00	449.91	.00	700.27	104.59	.00	.00	804.86
2006	M & O	.593130	65.18	.00	125.78	.00	190.96	32.99	.00	.00	223.95
	I & S	.089990	9.88	.00	19.09	.00	28.97	.00	.00	.00	28.97
	TOTAL	.683120	75.06	.00	144.87	.00	219.93	32.99	.00	.00	252.92
2005	M & O	.593130	16.56	.00	22.21	.00	38.77	3.72	.00	.00	42.49
	I & S	.089990	2.51	.00	3.37	.00	5.88	.00	.00	.00	5.88
	TOTAL	.683120	19.07	.00	25.58	.00	44.65	3.72	.00	.00	48.37
2004	M & O	.601650	54.41	.00	84.20	.00	138.61	7.74	.00	.00	146.35
	I & S	.081470	7.37	.00	11.40	.00	18.77	.00	.00	.00	18.77
	TOTAL	.683120	61.78	.00	95.60	.00	157.38	7.74	.00	.00	165.12
2003	M & O	.596220	53.32	.00	96.77	.00	150.09	20.52	.00	.00	170.61
	I & S	.086900	7.77	.00	14.10	.00	21.87	.00	.00	.00	21.87
	TOTAL	.683120	61.09	.00	110.87	.00	171.96	20.52	.00	.00	192.48
2000	M & O	.533960	9.60	.00	20.34	.00	29.94	4.21	.00	.00	34.15
	I & S	.108350	1.95	.00	4.13	.00	6.08	.00	.00	.00	6.08
	TOTAL	.642310	11.55	.00	24.47	.00	36.02	4.21	.00	.00	40.23
1999	M & O	.529360	26.22	.00	54.50	.00	80.72	9.88	.00	.00	90.60
	I & S	.112950	5.59	.00	11.63	.00	17.22	.00	.00	.00	17.22
	TOTAL	.642310	31.81	.00	66.13	.00	97.94	9.88	.00	.00	107.82
ALL	M & O		2,508,170.83	.00	157,216.25	.00	2,665,387.08	17,501.94	.00	.00	2,682,889.02
ALL	I & S		663,042.63	.00	40,034.25	.00	703,076.88	.00	.00	.00	703,076.88
ALL	TOTAL		3,171,213.46	.00	197,250.50	.00	3,368,463.96	17,501.94	.00	.00	3,385,965.90
DLQ	M & O		79,175.26	.00	28,351.57	.00	107,526.83	17,501.94	.00	.00	125,028.77
DLQ	I & S		18,422.80	.00	5,835.39	.00	24,258.19	.00	.00	.00	24,258.19
DLQ	TOTAL		97,598.06	.00	34,186.96	.00	131,785.02	17,501.94	.00	.00	149,286.96

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TAX COLLECTION SYSTEM
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EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
	CURR M & O		2,428,995.57	.00	128,864.68	.00	2,557,860.25	.00	.00	.00	2,557,860.25
	CURR I & S		644,619.83	.00	34,198.86	.00	678,818.69	.00	.00	.00	678,818.69
	CURR TOTAL		3,073,615.40	.00	163,063.54	.00	3,236,678.94	.00	.00	.00	3,236,678.94

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.567100	2,428,995.57	.00	128,864.68	.00	2,557,860.25	.00	.00	.00	2,557,860.25
	I & S	.150500	644,619.83	.00	34,198.86	.00	678,818.69	.00	.00	.00	678,818.69
	TOTAL	.717600	3,073,615.40	.00	163,063.54	.00	3,236,678.94	.00	.00	.00	3,236,678.94
2020	M & O	.567100	47,161.61	.00	11,096.41	.00	58,258.02	10,060.05	.00	.00	68,318.07
	I & S	.150500	12,516.08	.00	2,944.92	.00	15,461.00	.00	.00	.00	15,461.00
	TOTAL	.717600	59,677.69	.00	14,041.33	.00	73,719.02	10,060.05	.00	.00	83,779.07
2019	M & O	.567100	12,554.00	.00	4,306.38	.00	16,860.38	2,927.49	.00	.00	19,787.87
	I & S	.150500	3,331.59	.00	1,142.83	.00	4,474.42	.00	.00	.00	4,474.42
	TOTAL	.717600	15,885.59	.00	5,449.21	.00	21,334.80	2,927.49	.00	.00	24,262.29
2018	M & O	.567100	10,517.89	.00	3,446.01	.00	13,963.90	1,726.88	.00	.00	15,690.78
	I & S	.081900	1,519.01	.00	497.71	.00	2,016.72	.00	.00	.00	2,016.72
	TOTAL	.649000	12,036.90	.00	3,943.72	.00	15,980.62	1,726.88	.00	.00	17,707.50
2017	M & O	.567100	3,621.61	.00	1,918.76	.00	5,540.37	808.59	.00	.00	6,348.96
	I & S	.081900	523.01	.00	277.13	.00	800.14	.00	.00	.00	800.14
	TOTAL	.649000	4,144.62	.00	2,195.89	.00	6,340.51	808.59	.00	.00	7,149.10
2016	M & O	.582100	2,737.06	.00	1,667.10	.00	4,404.16	587.07	.00	.00	4,991.23
	I & S	.071900	338.06	.00	205.92	.00	543.98	.00	.00	.00	543.98
	TOTAL	.654000	3,075.12	.00	1,873.02	.00	4,948.14	587.07	.00	.00	5,535.21
2015	M & O	.582100	1,291.87	.00	837.07	.00	2,128.94	203.33	.00	.00	2,332.27
	I & S	.071900	159.58	.00	103.40	.00	262.98	.00	.00	.00	262.98
	TOTAL	.654000	1,451.45	.00	940.47	.00	2,391.92	203.33	.00	.00	2,595.25
2014	M & O	.608100	1,248.14	.00	866.17	.00	2,114.31	249.00	.00	.00	2,363.31
	I & S	.071900	147.58	.00	102.42	.00	250.00	.00	.00	.00	250.00
	TOTAL	.680000	1,395.72	.00	968.59	.00	2,364.31	249.00	.00	.00	2,613.31
2013	M & O	.605000	742.93	.00	584.88	.00	1,327.81	53.01	.00	.00	1,380.82
	I & S	.075000	92.12	.00	72.52	.00	164.64	.00	.00	.00	164.64
	TOTAL	.680000	835.05	.00	657.40	.00	1,492.45	53.01	.00	.00	1,545.46
2012	M & O	.602600	385.35	.00	407.31	.00	792.66	107.89	.00	.00	900.55
	I & S	.077400	49.50	.00	52.32	.00	101.82	.00	.00	.00	101.82
	TOTAL	.680000	434.85	.00	459.63	.00	894.48	107.89	.00	.00	1,002.37
2011	M & O	.602100	563.07	.00	662.96	.00	1,226.03	185.43	.00	.00	1,411.46
	I & S	.077900	72.86	.00	85.76	.00	158.62	.00	.00	.00	158.62
	TOTAL	.680000	635.93	.00	748.72	.00	1,384.65	185.43	.00	.00	1,570.08
2010	M & O	.601800	389.57	.00	484.27	.00	873.84	131.08	.00	.00	1,004.92
	I & S	.078200	50.62	.00	62.93	.00	113.55	.00	.00	.00	113.55
	TOTAL	.680000	440.19	.00	547.20	.00	987.39	131.08	.00	.00	1,118.47

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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.601800	537.04	.00	756.93	.00	1,293.97	201.11	.00	.00	1,495.08
	I & S	.078200	69.78	.00	98.35	.00	168.13	.00	.00	.00	168.13
	TOTAL	.680000	606.82	.00	855.28	.00	1,462.10	201.11	.00	.00	1,663.21
2008	M & O	.602940	399.73	.00	520.91	.00	920.64	77.36	.00	.00	998.00
	I & S	.078910	52.32	.00	68.16	.00	120.48	.00	.00	.00	120.48
	TOTAL	.681850	452.05	.00	589.07	.00	1,041.12	77.36	.00	.00	1,118.48
2007	M & O	.596130	218.48	.00	392.61	.00	611.09	104.59	.00	.00	715.68
	I & S	.086990	31.88	.00	57.30	.00	89.18	.00	.00	.00	89.18
	TOTAL	.683120	250.36	.00	449.91	.00	700.27	104.59	.00	.00	804.86
2006	M & O	.593130	65.18	.00	125.78	.00	190.96	32.99	.00	.00	223.95
	I & S	.089990	9.88	.00	19.09	.00	28.97	.00	.00	.00	28.97
	TOTAL	.683120	75.06	.00	144.87	.00	219.93	32.99	.00	.00	252.92
2005	M & O	.593130	16.56	.00	22.21	.00	38.77	3.72	.00	.00	42.49
	I & S	.089990	2.51	.00	3.37	.00	5.88	.00	.00	.00	5.88
	TOTAL	.683120	19.07	.00	25.58	.00	44.65	3.72	.00	.00	48.37
2004	M & O	.601650	54.41	.00	84.20	.00	138.61	7.74	.00	.00	146.35
	I & S	.081470	7.37	.00	11.40	.00	18.77	.00	.00	.00	18.77
	TOTAL	.683120	61.78	.00	95.60	.00	157.38	7.74	.00	.00	165.12
2003	M & O	.596220	53.32	.00	96.77	.00	150.09	20.52	.00	.00	170.61
	I & S	.086900	7.77	.00	14.10	.00	21.87	.00	.00	.00	21.87
	TOTAL	.683120	61.09	.00	110.87	.00	171.96	20.52	.00	.00	192.48
2000	M & O	.533960	9.60	.00	20.34	.00	29.94	4.21	.00	.00	34.15
	I & S	.108350	1.95	.00	4.13	.00	6.08	.00	.00	.00	6.08
	TOTAL	.642310	11.55	.00	24.47	.00	36.02	4.21	.00	.00	40.23
1999	M & O	.529360	26.22	.00	54.50	.00	80.72	9.88	.00	.00	90.60
	I & S	.112950	5.59	.00	11.63	.00	17.22	.00	.00	.00	17.22
	TOTAL	.642310	31.81	.00	66.13	.00	97.94	9.88	.00	.00	107.82
ALL	M & O		2,511,589.21	.00	157,216.25	.00	2,668,805.46	17,501.94	.00	.00	2,686,307.40
ALL	I & S		663,608.89	.00	40,034.25	.00	703,643.14	.00	.00	.00	703,643.14
ALL	TOTAL		3,175,198.10	.00	197,250.50	.00	3,372,448.60	17,501.94	.00	.00	3,389,950.54
DLQ	M & O		82,593.64	.00	28,351.57	.00	110,945.21	17,501.94	.00	.00	128,447.15
DLQ	I & S		18,989.06	.00	5,835.39	.00	24,824.45	.00	.00	.00	24,824.45
DLQ	TOTAL		101,582.70	.00	34,186.96	.00	135,769.66	17,501.94	.00	.00	153,271.60

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			2,428,995.57	.00	128,864.68	.00	2,557,860.25	.00	.00	.00	2,557,860.25
CURR I & S			644,619.83	.00	34,198.86	.00	678,818.69	.00	.00	.00	678,818.69
CURR TOTAL			3,073,615.40	.00	163,063.54	.00	3,236,678.94	.00	.00	.00	3,236,678.94

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2022 TO 02/28/2022

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,586,255,062	91,089,670	3,677,344,732	00.717600	25,787,309.86	23,084
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2021	25,143,252.18	27,564.34-	644,057.68	3,073,615.40	23,245,539.45	2,541,770.41	90.14	0.00
2020	885,838.78	2,761.50-	45,792.65-	59,677.69	300,000.38	540,045.75	35.71	1,350.13-
2019	403,409.47	1,863.62-	7,941.71-	15,126.43	66,687.57	328,780.19	16.86	1,457.98-
2018	221,459.55	.00	7,831.56-	8,811.42	16,501.88	197,126.11	7.72	537.92-
2017	167,002.75	.00	8,517.89-	4,144.62	8,923.26	149,561.60	5.63	1,557.40-
2016	123,819.01	.00	484.69-	3,075.12	9,078.61	114,255.71	7.36	406.21-
2015	106,458.56	.00	465.95-	1,451.45	5,737.20	100,255.41	5.41	465.95-
2014	93,480.17	.00	381.43-	1,395.72	4,846.26	88,252.48	5.21	381.43-
2013	73,869.22	.00	362.94-	835.05	3,863.35	69,642.93	5.26	362.94-
2012	71,404.71	.00	429.99-	434.85	2,679.71	68,295.01	3.78	429.99-
2011	69,791.20	.00	462.63-	635.93	2,284.72	67,043.85	3.30	462.63-
2010	68,778.83	.00	289.87-	440.19	1,922.34	66,566.62	2.81	289.87-
2009	68,369.78	.00	23.32-	606.82	1,899.13	66,447.33	2.78	23.32-
2008	54,696.71	.00	0.00	452.05	1,762.34	52,934.37	3.22	0.00
2007	47,967.29	.00	0.00	250.36	1,050.62	46,916.67	2.19	0.00
2006	42,640.85	.00	0.00	75.06	803.64	41,837.21	1.88	0.00
2005	38,879.35	.00	0.00	19.07	905.33	37,974.02	2.33	0.00
2004	38,994.10	.00	0.00	61.78	1,287.14	37,706.96	3.30	0.00
2003	30,307.37	.00	0.00	61.09	652.18	29,655.19	2.15	0.00
2002	28,043.64	.00	0.00	0.00	563.12	27,480.52	2.01	0.00
2001	21,334.51	.00	0.00	0.00	272.68	21,061.83	1.28	0.00
2000	95,245.42	.00	0.00	43.36	1,227.40	94,018.02	1.29	0.00
****	27,895,043.45	32,189.46-	571,073.05	3,171,213.46	23,678,488.31	4,787,628.19		7,725.77-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2022 TO 02/28/2022

AG ROLLBACK ONLY

PAGE: 13

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	1,725.46	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	0.00	.00	1,725.46	0.00	1,725.46	0.00		0.00
2019	6,958.36	759.16	2,483.47	759.16	9,441.83	0.00		0.00
2018	0.00	686.62	4,785.14	3,225.48	4,785.14	0.00		0.00
2017	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	6,958.36	1,445.78	8,994.07	3,984.64	15,952.43	0.00		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2022 TO 02/28/2022

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,586,255,062	91,089,670	3,677,344,732	00.717600	25,787,309.86	23,084
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2021	25,143,252.18	27,564.34-	644,057.68	3,073,615.40	23,245,539.45	2,541,770.41	90.14	0.00
2020	885,838.78	2,761.50-	44,067.19-	59,677.69	301,725.84	540,045.75	35.84	1,350.13-
2019	410,367.83	1,104.46-	5,458.24-	15,885.59	76,129.40	328,780.19	18.80	1,457.98-
2018	221,459.55	686.62	3,046.42-	12,036.90	21,287.02	197,126.11	9.75	537.92-
2017	167,002.75	.00	8,517.89-	4,144.62	8,923.26	149,561.60	5.63	1,557.40-
2016	123,819.01	.00	484.69-	3,075.12	9,078.61	114,255.71	7.36	406.21-
2015	106,458.56	.00	465.95-	1,451.45	5,737.20	100,255.41	5.41	465.95-
2014	93,480.17	.00	381.43-	1,395.72	4,846.26	88,252.48	5.21	381.43-
2013	73,869.22	.00	362.94-	835.05	3,863.35	69,642.93	5.26	362.94-
2012	71,404.71	.00	429.99-	434.85	2,679.71	68,295.01	3.78	429.99-
2011	69,791.20	.00	462.63-	635.93	2,284.72	67,043.85	3.30	462.63-
2010	68,778.83	.00	289.87-	440.19	1,922.34	66,566.62	2.81	289.87-
2009	68,369.78	.00	23.32-	606.82	1,899.13	66,447.33	2.78	23.32-
2008	54,696.71	.00	0.00	452.05	1,762.34	52,934.37	3.22	0.00
2007	47,967.29	.00	0.00	250.36	1,050.62	46,916.67	2.19	0.00
2006	42,640.85	.00	0.00	75.06	803.64	41,837.21	1.88	0.00
2005	38,879.35	.00	0.00	19.07	905.33	37,974.02	2.33	0.00
2004	38,994.10	.00	0.00	61.78	1,287.14	37,706.96	3.30	0.00
2003	30,307.37	.00	0.00	61.09	652.18	29,655.19	2.15	0.00
2002	28,043.64	.00	0.00	0.00	563.12	27,480.52	2.01	0.00
2001	21,334.51	.00	0.00	0.00	272.68	21,061.83	1.28	0.00
2000	95,245.42	.00	0.00	43.36	1,227.40	94,018.02	1.29	0.00
****	27,902,001.81	30,743.68-	580,067.12	3,175,198.10	23,694,440.74	4,787,628.19		7,725.77-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2022 TO 02/28/2022

EXCLUDES AG ROLLBACK

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JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,586,255,062	91,089,670	3,677,344,732	0.717600	25,787,309.86	23,084
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2021	25,143,252.18	27,564.34-	644,057.68	3,073,615.40	23,245,539.45	2,541,770.41	90.14	0.00
ADJUSTMENT REFUNDS		8,862.40-	20,955.80-					
2020	885,838.78	2,761.50-	45,792.65-	59,677.69	300,000.38	540,045.75	35.71	1,350.13-
ADJUSTMENT REFUNDS		1,666.21-	10,766.77-					
2019	403,409.47	1,863.62-	7,941.71-	15,126.43	66,687.57	328,780.19	16.86	1,457.98-
ADJUSTMENT REFUNDS		1,512.69-	6,078.49-					
2018	221,459.55	.00	7,831.56-	8,811.42	16,501.88	197,126.11	7.72	537.92-
ADJUSTMENT REFUNDS		.00	6,969.90-					
2017	167,002.75	.00	8,517.89-	4,144.62	8,923.26	149,561.60	5.63	1,557.40-
ADJUSTMENT REFUNDS		.00	6,679.90-					
2016	123,819.01	.00	484.69-	3,075.12	9,078.61	114,255.71	7.36	406.21-
2015	106,458.56	.00	465.95-	1,451.45	5,737.20	100,255.41	5.41	465.95-
2014	93,480.17	.00	381.43-	1,395.72	4,846.26	88,252.48	5.21	381.43-
2013	73,869.22	.00	362.94-	835.05	3,863.35	69,642.93	5.26	362.94-
2012	71,404.71	.00	429.99-	434.85	2,679.71	68,295.01	3.78	429.99-
2011	69,791.20	.00	462.63-	635.93	2,284.72	67,043.85	3.30	462.63-
2010	68,778.83	.00	289.87-	440.19	1,922.34	66,566.62	2.81	289.87-
2009	68,369.78	.00	23.32-	606.82	1,899.13	66,447.33	2.78	23.32-
2008	54,696.71	.00	0.00	452.05	1,762.34	52,934.37	3.22	0.00
2007	47,967.29	.00	0.00	250.36	1,050.62	46,916.67	2.19	0.00
2006	42,640.85	.00	0.00	75.06	803.64	41,837.21	1.88	0.00
2005	38,879.35	.00	0.00	19.07	905.33	37,974.02	2.33	0.00
2004	38,994.10	.00	0.00	61.78	1,287.14	37,706.96	3.30	0.00
2003	30,307.37	.00	0.00	61.09	652.18	29,655.19	2.15	0.00
2002	28,043.64	.00	0.00	0.00	563.12	27,480.52	2.01	0.00
2001	21,334.51	.00	0.00	0.00	272.68	21,061.83	1.28	0.00
2000	95,245.42	.00	0.00	43.36	1,227.40	94,018.02	1.29	0.00
****	27,895,043.45	32,189.46-	571,073.05	3,171,213.46	23,678,488.31	4,787,628.19		7,725.77-
ADJUSTMENT REFUNDS		12,041.30-	51,450.86-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2022 TO 02/28/2022

AG ROLLBACK ONLY

PAGE: 13

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.717600	1,725.46	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	0.00	.00	1,725.46	0.00	1,725.46	0.00		0.00
ADJUSTMENT REFUNDS		1,666.21-	10,766.77-					
2019	6,958.36	759.16	2,483.47	759.16	9,441.83	0.00		0.00
ADJUSTMENT REFUNDS		1,512.69-	6,078.49-					
2018	0.00	686.62	4,785.14	3,225.48	4,785.14	0.00		0.00
ADJUSTMENT REFUNDS		.00	6,969.90-					
2017	0.00	.00	0.00	0.00	0.00	0.00		0.00
ADJUSTMENT REFUNDS		.00	6,679.90-					
****	6,958.36	1,445.78	8,994.07	3,984.64	15,952.43	0.00		0.00
ADJUSTMENT REFUNDS		3,178.90-	30,495.06-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2022 TO 02/28/2022

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS
	-----		-----		-----		-----		-----		-----
CURRENT YEAR	3,586,255,062		91,089,670		3,677,344,732		0.717600		25,787,309.86		23,084
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD		LEVY PAID		PAID YTD		BALANCE	COLL %	YTD UNCOLL

2021	25,143,252.18	27,564.34-	644,057.68		3,073,615.40		23,245,539.45		2,541,770.41	90.14	0.00
	ADJUSTMENT REFUNDS	8,862.40-	20,955.80-								
2020	885,838.78	2,761.50-	44,067.19-		59,677.69		301,725.84		540,045.75	35.84	1,350.13-
	ADJUSTMENT REFUNDS	1,666.21-	10,766.77-								
2019	410,367.83	1,104.46-	5,458.24-		15,885.59		76,129.40		328,780.19	18.80	1,457.98-
	ADJUSTMENT REFUNDS	1,512.69-	6,078.49-								
2018	221,459.55	686.62	3,046.42-		12,036.90		21,287.02		197,126.11	9.75	537.92-
	ADJUSTMENT REFUNDS	.00	6,969.90-								
2017	167,002.75	.00	8,517.89-		4,144.62		8,923.26		149,561.60	5.63	1,557.40-
	ADJUSTMENT REFUNDS	.00	6,679.90-								
2016	123,819.01	.00	484.69-		3,075.12		9,078.61		114,255.71	7.36	406.21-
2015	106,458.56	.00	465.95-		1,451.45		5,737.20		100,255.41	5.41	465.95-
2014	93,480.17	.00	381.43-		1,395.72		4,846.26		88,252.48	5.21	381.43-
2013	73,869.22	.00	362.94-		835.05		3,863.35		69,642.93	5.26	362.94-
2012	71,404.71	.00	429.99-		434.85		2,679.71		68,295.01	3.78	429.99-
2011	69,791.20	.00	462.63-		635.93		2,284.72		67,043.85	3.30	462.63-
2010	68,778.83	.00	289.87-		440.19		1,922.34		66,566.62	2.81	289.87-
2009	68,369.78	.00	23.32-		606.82		1,899.13		66,447.33	2.78	23.32-
2008	54,696.71	.00	0.00		452.05		1,762.34		52,934.37	3.22	0.00
2007	47,967.29	.00	0.00		250.36		1,050.62		46,916.67	2.19	0.00
2006	42,640.85	.00	0.00		75.06		803.64		41,837.21	1.88	0.00
2005	38,879.35	.00	0.00		19.07		905.33		37,974.02	2.33	0.00
2004	38,994.10	.00	0.00		61.78		1,287.14		37,706.96	3.30	0.00
2003	30,307.37	.00	0.00		61.09		652.18		29,655.19	2.15	0.00
2002	28,043.64	.00	0.00		0.00		563.12		27,480.52	2.01	0.00
2001	21,334.51	.00	0.00		0.00		272.68		21,061.83	1.28	0.00
2000	95,245.42	.00	0.00		43.36		1,227.40		94,018.02	1.29	0.00
****	27,902,001.81	30,743.68-	580,067.12		3,175,198.10		23,694,440.74		4,787,628.19		7,725.77-
	ADJUSTMENT REFUNDS	12,041.30-	51,450.86-								

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 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2021 THRU 02/28/2022
 JURISDICTION: 0033 CITY OF PHARR

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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.567100	18,370,324.76	.00	128,864.68	.00	18,499,189.44	.00	.00	.00	18,499,189.44
	I & S	.150500	4,875,214.69	.00	34,198.86	.00	4,909,413.55	.00	.00	.00	4,909,413.55
	TOTAL	.717600	23,245,539.45	.00	163,063.54	.00	23,408,602.99	.00	.00	.00	23,408,602.99
2020	M & O	.567100	237,082.25	.00	49,056.18	.00	286,138.43	49,224.12	.00	.00	335,362.55
	I & S	.150500	62,918.13	.00	13,018.84	.00	75,936.97	.00	.00	.00	75,936.97
	TOTAL	.717600	300,000.38	.00	62,075.02	.00	362,075.40	49,224.12	.00	.00	411,299.52
2019	M & O	.567100	52,701.47	.00	18,868.95	.00	71,570.42	13,610.65	.00	.00	85,181.07
	I & S	.150500	13,986.10	.00	5,007.43	.00	18,993.53	.00	.00	.00	18,993.53
	TOTAL	.717600	66,687.57	.00	23,876.38	.00	90,563.95	13,610.65	.00	.00	104,174.60
2018	M & O	.567100	14,419.44	.00	8,666.32	.00	23,085.76	4,411.46	.00	.00	27,497.22
	I & S	.081900	2,082.44	.00	1,251.62	.00	3,334.06	.00	.00	.00	3,334.06
	TOTAL	.649000	16,501.88	.00	9,917.94	.00	26,419.82	4,411.46	.00	.00	30,831.28
2017	M & O	.567100	7,797.21	.00	6,980.16	.00	14,777.37	3,001.92	.00	.00	17,779.29
	I & S	.081900	1,126.05	.00	1,008.16	.00	2,134.21	.00	.00	.00	2,134.21
	TOTAL	.649000	8,923.26	.00	7,988.32	.00	16,911.58	3,001.92	.00	.00	19,913.50
2016	M & O	.582100	8,080.51	.00	4,823.34	.00	12,903.85	1,731.53	.00	.00	14,635.38
	I & S	.071900	998.10	.00	595.78	.00	1,593.88	.00	.00	.00	1,593.88
	TOTAL	.654000	9,078.61	.00	5,419.12	.00	14,497.73	1,731.53	.00	.00	16,229.26
2015	M & O	.582100	5,106.41	.00	3,159.80	.00	8,266.21	864.20	.00	.00	9,130.41
	I & S	.071900	630.79	.00	390.26	.00	1,021.05	.00	.00	.00	1,021.05
	TOTAL	.654000	5,737.20	.00	3,550.06	.00	9,287.26	864.20	.00	.00	10,151.46
2014	M & O	.608100	4,333.82	.00	3,028.62	.00	7,362.44	774.99	.00	.00	8,137.43
	I & S	.071900	512.44	.00	358.08	.00	870.52	.00	.00	.00	870.52
	TOTAL	.680000	4,846.26	.00	3,386.70	.00	8,232.96	774.99	.00	.00	9,007.95
2013	M & O	.605000	3,437.23	.00	2,596.55	.00	6,033.78	437.58	.00	.00	6,471.36
	I & S	.075000	426.12	.00	321.91	.00	748.03	.00	.00	.00	748.03
	TOTAL	.680000	3,863.35	.00	2,918.46	.00	6,781.81	437.58	.00	.00	7,219.39
2012	M & O	.602600	2,374.70	.00	2,093.28	.00	4,467.98	358.10	.00	.00	4,826.08
	I & S	.077400	305.01	.00	268.88	.00	573.89	.00	.00	.00	573.89
	TOTAL	.680000	2,679.71	.00	2,362.16	.00	5,041.87	358.10	.00	.00	5,399.97
2011	M & O	.602100	2,022.97	.00	2,109.34	.00	4,132.31	515.06	.00	.00	4,647.37
	I & S	.077900	261.75	.00	272.90	.00	534.65	.00	.00	.00	534.65
	TOTAL	.680000	2,284.72	.00	2,382.24	.00	4,666.96	515.06	.00	.00	5,182.02
2010	M & O	.601800	1,701.26	.00	1,885.48	.00	3,586.74	397.17	.00	.00	3,983.91
	I & S	.078200	221.08	.00	245.02	.00	466.10	.00	.00	.00	466.10
	TOTAL	.680000	1,922.34	.00	2,130.50	.00	4,052.84	397.17	.00	.00	4,450.01

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 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2021 THRU 02/28/2022
 JURISDICTION: 0033 CITY OF PHARR

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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.601800	1,680.73	.00	2,141.69	.00	3,822.42	465.67	.00	.00	4,288.09
	I & S	.078200	218.40	.00	278.28	.00	496.68	.00	.00	.00	496.68
	TOTAL	.680000	1,899.13	.00	2,419.97	.00	4,319.10	465.67	.00	.00	4,784.77
2008	M & O	.602940	1,558.37	.00	2,057.09	.00	3,615.46	276.59	.00	.00	3,892.05
	I & S	.078910	203.97	.00	269.21	.00	473.18	.00	.00	.00	473.18
	TOTAL	.681850	1,762.34	.00	2,326.30	.00	4,088.64	276.59	.00	.00	4,365.23
2007	M & O	.596130	916.83	.00	1,252.79	.00	2,169.62	206.16	.00	.00	2,375.78
	I & S	.086990	133.79	.00	182.82	.00	316.61	.00	.00	.00	316.61
	TOTAL	.683120	1,050.62	.00	1,435.61	.00	2,486.23	206.16	.00	.00	2,692.39
2006	M & O	.593130	697.79	.00	1,000.44	.00	1,698.23	163.64	.00	.00	1,861.87
	I & S	.089990	105.85	.00	151.78	.00	257.63	.00	.00	.00	257.63
	TOTAL	.683120	803.64	.00	1,152.22	.00	1,955.86	163.64	.00	.00	2,119.50
2005	M & O	.593130	786.08	.00	1,115.66	.00	1,901.74	26.42	.00	.00	1,928.16
	I & S	.089990	119.25	.00	169.27	.00	288.52	.00	.00	.00	288.52
	TOTAL	.683120	905.33	.00	1,284.93	.00	2,190.26	26.42	.00	.00	2,216.68
2004	M & O	.601650	1,133.65	.00	1,703.29	.00	2,836.94	82.27	.00	.00	2,919.21
	I & S	.081470	153.49	.00	230.63	.00	384.12	.00	.00	.00	384.12
	TOTAL	.683120	1,287.14	.00	1,933.92	.00	3,221.06	82.27	.00	.00	3,303.33
2003	M & O	.596220	569.22	.00	1,021.94	.00	1,591.16	41.05	.00	.00	1,632.21
	I & S	.086900	82.96	.00	148.96	.00	231.92	.00	.00	.00	231.92
	TOTAL	.683120	652.18	.00	1,170.90	.00	1,823.08	41.05	.00	.00	1,864.13
2002	M & O	.590210	481.69	.00	938.16	.00	1,419.85	89.43	.00	.00	1,509.28
	I & S	.099790	81.43	.00	158.61	.00	240.04	.00	.00	.00	240.04
	TOTAL	.690000	563.12	.00	1,096.77	.00	1,659.89	89.43	.00	.00	1,749.32
2001	M & O	.564720	232.50	.00	421.32	.00	653.82	72.84	.00	.00	726.66
	I & S	.097590	40.18	.00	72.81	.00	112.99	.00	.00	.00	112.99
	TOTAL	.662310	272.68	.00	494.13	.00	766.81	72.84	.00	.00	839.65
2000	M & O	.533960	255.52	.00	501.63	.00	757.15	91.70	.00	.00	848.85
	I & S	.108350	51.85	.00	101.79	.00	153.64	.00	.00	.00	153.64
	TOTAL	.642310	307.37	.00	603.42	.00	910.79	91.70	.00	.00	1,002.49
1999	M & O	.529360	238.26	.00	489.24	.00	727.50	87.86	.00	.00	815.36
	I & S	.112950	50.84	.00	104.40	.00	155.24	.00	.00	.00	155.24
	TOTAL	.642310	289.10	.00	593.64	.00	882.74	87.86	.00	.00	970.60
1998	M & O	.505610	278.74	.00	606.30	.00	885.04	112.33	.00	.00	997.37
	I & S	.124390	68.56	.00	149.15	.00	217.71	.00	.00	.00	217.71
	TOTAL	.630000	347.30	.00	755.45	.00	1,102.75	112.33	.00	.00	1,215.08

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 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2021 THRU 02/28/2022
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 57
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1995	M & O	.510030	73.99	.00	178.26	.00	252.25	.00	.00	.00	252.25
	I & S	.089970	13.05	.00	31.44	.00	44.49	.00	.00	.00	44.49
	TOTAL	.600000	87.04	.00	209.70	.00	296.74	.00	.00	.00	296.74
1994	M & O	.471740	64.65	.00	163.52	.00	228.17	.00	.00	.00	228.17
	I & S	.098260	13.47	.00	34.06	.00	47.53	.00	.00	.00	47.53
	TOTAL	.570000	78.12	.00	197.58	.00	275.70	.00	.00	.00	275.70
1993	M & O	.465440	53.88	.00	185.87	.00	239.75	44.04	.00	.00	283.79
	I & S	.104560	12.10	.00	41.76	.00	53.86	.00	.00	.00	53.86
	TOTAL	.570000	65.98	.00	227.63	.00	293.61	44.04	.00	.00	337.65
1992	M & O	.447640	41.96	.00	146.41	.00	188.37	33.06	.00	.00	221.43
	I & S	.112360	10.53	.00	36.76	.00	47.29	.00	.00	.00	47.29
	TOTAL	.560000	52.49	.00	183.17	.00	235.66	33.06	.00	.00	268.72
ALL	M & O		18,718,445.89	.00	246,056.31	.00	18,964,502.20	77,119.84	.00	.00	19,041,622.04
ALL	I & S		4,960,042.42	.00	59,099.47	.00	5,019,141.89	.00	.00	.00	5,019,141.89
ALL	TOTAL		23,678,488.31	.00	305,155.78	.00	23,983,644.09	77,119.84	.00	.00	24,060,763.93
DLQ	M & O		348,121.13	.00	117,191.63	.00	465,312.76	77,119.84	.00	.00	542,432.60
DLQ	I & S		84,827.73	.00	24,900.61	.00	109,728.34	.00	.00	.00	109,728.34
DLQ	TOTAL		432,948.86	.00	142,092.24	.00	575,041.10	77,119.84	.00	.00	652,160.94
CURR	M & O		18,370,324.76	.00	128,864.68	.00	18,499,189.44	.00	.00	.00	18,499,189.44
CURR	I & S		4,875,214.69	.00	34,198.86	.00	4,909,413.55	.00	.00	.00	4,909,413.55
CURR	TOTAL		23,245,539.45	.00	163,063.54	.00	23,408,602.99	.00	.00	.00	23,408,602.99

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2021 THRU 02/28/2022
 JURISDICTION: 0033 CITY OF PHARR

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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.567100	18,370,324.76	.00	128,864.68	.00	18,499,189.44	.00	.00	.00	18,499,189.44
	I & S	.150500	4,875,214.69	.00	34,198.86	.00	4,909,413.55	.00	.00	.00	4,909,413.55
	TOTAL	.717600	23,245,539.45	.00	163,063.54	.00	23,408,602.99	.00	.00	.00	23,408,602.99
2020	M & O	.567100	238,445.83	.00	49,056.18	.00	287,502.01	49,224.12	.00	.00	336,726.13
	I & S	.150500	63,280.01	.00	13,018.84	.00	76,298.85	.00	.00	.00	76,298.85
	TOTAL	.717600	301,725.84	.00	62,075.02	.00	363,800.86	49,224.12	.00	.00	413,024.98
2019	M & O	.567100	60,163.09	.00	18,868.95	.00	79,032.04	13,610.65	.00	.00	92,642.69
	I & S	.150500	15,966.31	.00	5,007.43	.00	20,973.74	.00	.00	.00	20,973.74
	TOTAL	.717600	76,129.40	.00	23,876.38	.00	100,005.78	13,610.65	.00	.00	113,616.43
2018	M & O	.567100	18,600.72	.00	8,666.32	.00	27,267.04	4,411.46	.00	.00	31,678.50
	I & S	.081900	2,686.30	.00	1,251.62	.00	3,937.92	.00	.00	.00	3,937.92
	TOTAL	.649000	21,287.02	.00	9,917.94	.00	31,204.96	4,411.46	.00	.00	35,616.42
2017	M & O	.567100	7,797.21	.00	6,980.16	.00	14,777.37	3,001.92	.00	.00	17,779.29
	I & S	.081900	1,126.05	.00	1,008.16	.00	2,134.21	.00	.00	.00	2,134.21
	TOTAL	.649000	8,923.26	.00	7,988.32	.00	16,911.58	3,001.92	.00	.00	19,913.50
2016	M & O	.582100	8,080.51	.00	4,823.34	.00	12,903.85	1,731.53	.00	.00	14,635.38
	I & S	.071900	998.10	.00	595.78	.00	1,593.88	.00	.00	.00	1,593.88
	TOTAL	.654000	9,078.61	.00	5,419.12	.00	14,497.73	1,731.53	.00	.00	16,229.26
2015	M & O	.582100	5,106.41	.00	3,159.80	.00	8,266.21	864.20	.00	.00	9,130.41
	I & S	.071900	630.79	.00	390.26	.00	1,021.05	.00	.00	.00	1,021.05
	TOTAL	.654000	5,737.20	.00	3,550.06	.00	9,287.26	864.20	.00	.00	10,151.46
2014	M & O	.608100	4,333.82	.00	3,028.62	.00	7,362.44	774.99	.00	.00	8,137.43
	I & S	.071900	512.44	.00	358.08	.00	870.52	.00	.00	.00	870.52
	TOTAL	.680000	4,846.26	.00	3,386.70	.00	8,232.96	774.99	.00	.00	9,007.95
2013	M & O	.605000	3,437.23	.00	2,596.55	.00	6,033.78	437.58	.00	.00	6,471.36
	I & S	.075000	426.12	.00	321.91	.00	748.03	.00	.00	.00	748.03
	TOTAL	.680000	3,863.35	.00	2,918.46	.00	6,781.81	437.58	.00	.00	7,219.39
2012	M & O	.602600	2,374.70	.00	2,093.28	.00	4,467.98	358.10	.00	.00	4,826.08
	I & S	.077400	305.01	.00	268.88	.00	573.89	.00	.00	.00	573.89
	TOTAL	.680000	2,679.71	.00	2,362.16	.00	5,041.87	358.10	.00	.00	5,399.97
2011	M & O	.602100	2,022.97	.00	2,109.34	.00	4,132.31	515.06	.00	.00	4,647.37
	I & S	.077900	261.75	.00	272.90	.00	534.65	.00	.00	.00	534.65
	TOTAL	.680000	2,284.72	.00	2,382.24	.00	4,666.96	515.06	.00	.00	5,182.02
2010	M & O	.601800	1,701.26	.00	1,885.48	.00	3,586.74	397.17	.00	.00	3,983.91
	I & S	.078200	221.08	.00	245.02	.00	466.10	.00	.00	.00	466.10
	TOTAL	.680000	1,922.34	.00	2,130.50	.00	4,052.84	397.17	.00	.00	4,450.01

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 JURISDICTION: 0033 CITY OF PHARR

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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.601800	1,680.73	.00	2,141.69	.00	3,822.42	465.67	.00	.00	4,288.09
	I & S	.078200	218.40	.00	278.28	.00	496.68	.00	.00	.00	496.68
	TOTAL	.680000	1,899.13	.00	2,419.97	.00	4,319.10	465.67	.00	.00	4,784.77
2008	M & O	.602940	1,558.37	.00	2,057.09	.00	3,615.46	276.59	.00	.00	3,892.05
	I & S	.078910	203.97	.00	269.21	.00	473.18	.00	.00	.00	473.18
	TOTAL	.681850	1,762.34	.00	2,326.30	.00	4,088.64	276.59	.00	.00	4,365.23
2007	M & O	.596130	916.83	.00	1,252.79	.00	2,169.62	206.16	.00	.00	2,375.78
	I & S	.086990	133.79	.00	182.82	.00	316.61	.00	.00	.00	316.61
	TOTAL	.683120	1,050.62	.00	1,435.61	.00	2,486.23	206.16	.00	.00	2,692.39
2006	M & O	.593130	697.79	.00	1,000.44	.00	1,698.23	163.64	.00	.00	1,861.87
	I & S	.089990	105.85	.00	151.78	.00	257.63	.00	.00	.00	257.63
	TOTAL	.683120	803.64	.00	1,152.22	.00	1,955.86	163.64	.00	.00	2,119.50
2005	M & O	.593130	786.08	.00	1,115.66	.00	1,901.74	26.42	.00	.00	1,928.16
	I & S	.089990	119.25	.00	169.27	.00	288.52	.00	.00	.00	288.52
	TOTAL	.683120	905.33	.00	1,284.93	.00	2,190.26	26.42	.00	.00	2,216.68
2004	M & O	.601650	1,133.65	.00	1,703.29	.00	2,836.94	82.27	.00	.00	2,919.21
	I & S	.081470	153.49	.00	230.63	.00	384.12	.00	.00	.00	384.12
	TOTAL	.683120	1,287.14	.00	1,933.92	.00	3,221.06	82.27	.00	.00	3,303.33
2003	M & O	.596220	569.22	.00	1,021.94	.00	1,591.16	41.05	.00	.00	1,632.21
	I & S	.086900	82.96	.00	148.96	.00	231.92	.00	.00	.00	231.92
	TOTAL	.683120	652.18	.00	1,170.90	.00	1,823.08	41.05	.00	.00	1,864.13
2002	M & O	.590210	481.69	.00	938.16	.00	1,419.85	89.43	.00	.00	1,509.28
	I & S	.099790	81.43	.00	158.61	.00	240.04	.00	.00	.00	240.04
	TOTAL	.690000	563.12	.00	1,096.77	.00	1,659.89	89.43	.00	.00	1,749.32
2001	M & O	.564720	232.50	.00	421.32	.00	653.82	72.84	.00	.00	726.66
	I & S	.097590	40.18	.00	72.81	.00	112.99	.00	.00	.00	112.99
	TOTAL	.662310	272.68	.00	494.13	.00	766.81	72.84	.00	.00	839.65
2000	M & O	.533960	255.52	.00	501.63	.00	757.15	91.70	.00	.00	848.85
	I & S	.108350	51.85	.00	101.79	.00	153.64	.00	.00	.00	153.64
	TOTAL	.642310	307.37	.00	603.42	.00	910.79	91.70	.00	.00	1,002.49
1999	M & O	.529360	238.26	.00	489.24	.00	727.50	87.86	.00	.00	815.36
	I & S	.112950	50.84	.00	104.40	.00	155.24	.00	.00	.00	155.24
	TOTAL	.642310	289.10	.00	593.64	.00	882.74	87.86	.00	.00	970.60
1998	M & O	.505610	278.74	.00	606.30	.00	885.04	112.33	.00	.00	997.37
	I & S	.124390	68.56	.00	149.15	.00	217.71	.00	.00	.00	217.71
	TOTAL	.630000	347.30	.00	755.45	.00	1,102.75	112.33	.00	.00	1,215.08

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 JURISDICTION: 0033 CITY OF PHARR

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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1995	M & O	.510030	73.99	.00	178.26	.00	252.25	.00	.00	.00	252.25
	I & S	.089970	13.05	.00	31.44	.00	44.49	.00	.00	.00	44.49
	TOTAL	.600000	87.04	.00	209.70	.00	296.74	.00	.00	.00	296.74
1994	M & O	.471740	64.65	.00	163.52	.00	228.17	.00	.00	.00	228.17
	I & S	.098260	13.47	.00	34.06	.00	47.53	.00	.00	.00	47.53
	TOTAL	.570000	78.12	.00	197.58	.00	275.70	.00	.00	.00	275.70
1993	M & O	.465440	53.88	.00	185.87	.00	239.75	44.04	.00	.00	283.79
	I & S	.104560	12.10	.00	41.76	.00	53.86	.00	.00	.00	53.86
	TOTAL	.570000	65.98	.00	227.63	.00	293.61	44.04	.00	.00	337.65
1992	M & O	.447640	41.96	.00	146.41	.00	188.37	33.06	.00	.00	221.43
	I & S	.112360	10.53	.00	36.76	.00	47.29	.00	.00	.00	47.29
	TOTAL	.560000	52.49	.00	183.17	.00	235.66	33.06	.00	.00	268.72
ALL	M & O		18,731,452.37	.00	246,056.31	.00	18,977,508.68	77,119.84	.00	.00	19,054,628.52
ALL	I & S		4,962,988.37	.00	59,099.47	.00	5,022,087.84	.00	.00	.00	5,022,087.84
ALL	TOTAL		23,694,440.74	.00	305,155.78	.00	23,999,596.52	77,119.84	.00	.00	24,076,716.36
DLQ	M & O		361,127.61	.00	117,191.63	.00	478,319.24	77,119.84	.00	.00	555,439.08
DLQ	I & S		87,773.68	.00	24,900.61	.00	112,674.29	.00	.00	.00	112,674.29
DLQ	TOTAL		448,901.29	.00	142,092.24	.00	590,993.53	77,119.84	.00	.00	668,113.37
CURR	M & O		18,370,324.76	.00	128,864.68	.00	18,499,189.44	.00	.00	.00	18,499,189.44
CURR	I & S		4,875,214.69	.00	34,198.86	.00	4,909,413.55	.00	.00	.00	4,909,413.55
CURR	TOTAL		23,245,539.45	.00	163,063.54	.00	23,408,602.99	.00	.00	.00	23,408,602.99

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2021 TO 02/28/2022

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EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,586,255.062	91,089,670	3,677,344.732	00.717600	25,787,309.86	23,084
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2021	25,143,252.18	644,057.68	644,057.68	23,245,539.45	23,245,539.45	2,541,770.41	90.14	0.00
2020	885,838.78	45,792.65-	45,792.65-	300,000.38	300,000.38	540,045.75	35.71	1,350.13-
2019	403,409.47	7,941.71-	7,941.71-	66,687.57	66,687.57	328,780.19	16.86	1,457.98-
2018	221,459.55	7,831.56-	7,831.56-	16,501.88	16,501.88	197,126.11	7.72	537.92-
2017	167,002.75	8,517.89-	8,517.89-	8,923.26	8,923.26	149,561.60	5.63	1,557.40-
2016	123,819.01	484.69-	484.69-	9,078.61	9,078.61	114,255.71	7.36	406.21-
2015	106,458.56	465.95-	465.95-	5,737.20	5,737.20	100,255.41	5.41	465.95-
2014	93,480.17	381.43-	381.43-	4,846.26	4,846.26	88,252.48	5.21	381.43-
2013	73,869.22	362.94-	362.94-	3,863.35	3,863.35	69,642.93	5.26	362.94-
2012	71,404.71	429.99-	429.99-	2,679.71	2,679.71	68,295.01	3.78	429.99-
2011	69,791.20	462.63-	462.63-	2,284.72	2,284.72	67,043.85	3.30	462.63-
2010	68,778.83	289.87-	289.87-	1,922.34	1,922.34	66,566.62	2.81	289.87-
2009	68,369.78	23.32-	23.32-	1,899.13	1,899.13	66,447.33	2.78	23.32-
2008	54,696.71	.00	0.00	1,762.34	1,762.34	52,934.37	3.22	0.00
2007	47,967.29	.00	0.00	1,050.62	1,050.62	46,916.67	2.19	0.00
2006	42,640.85	.00	0.00	803.64	803.64	41,837.21	1.88	0.00
2005	38,879.35	.00	0.00	905.33	905.33	37,974.02	2.33	0.00
2004	38,994.10	.00	0.00	1,287.14	1,287.14	37,706.96	3.30	0.00
2003	30,307.37	.00	0.00	652.18	652.18	29,655.19	2.15	0.00
2002	28,043.64	.00	0.00	563.12	563.12	27,480.52	2.01	0.00
2001	21,334.51	.00	0.00	272.68	272.68	21,061.83	1.28	0.00
2000	95,245.42	.00	0.00	1,227.40	1,227.40	94,018.02	1.29	0.00
****	27,895,043.45	571,073.05	571,073.05	23,678,488.31	23,678,488.31	4,787,628.19		7,725.77-

03/02/2022 21:50:3 3963281
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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2021 TO 02/28/2022

AG ROLLBACK ONLY

PAGE: 13

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	1,725.46	1
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	0.00	1,725.46	1,725.46	1,725.46	1,725.46	0.00		0.00
2019	6,958.36	2,483.47	2,483.47	9,441.83	9,441.83	0.00		0.00
2018	0.00	4,785.14	4,785.14	4,785.14	4,785.14	0.00		0.00
2017	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	6,958.36	8,994.07	8,994.07	15,952.43	15,952.43	0.00		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2021 TO 02/28/2022

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,586,255,062	91,089,670	3,677,344,732	00.717600	25,787,309.86	23,084
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2021	25,143,252.18	644,057.68	644,057.68	23,245,539.45	23,245,539.45	2,541,770.41	90.14	0.00
2020	885,838.78	44,067.19-	44,067.19-	301,725.84	301,725.84	540,045.75	35.84	1,350.13-
2019	410,367.83	5,458.24-	5,458.24-	76,129.40	76,129.40	328,780.19	18.80	1,457.98-
2018	221,459.55	3,046.42-	3,046.42-	21,287.02	21,287.02	197,126.11	9.75	537.92-
2017	167,002.75	8,517.89-	8,517.89-	8,923.26	8,923.26	149,561.60	5.63	1,557.40-
2016	123,819.01	484.69-	484.69-	9,078.61	9,078.61	114,255.71	7.36	406.21-
2015	106,458.56	465.95-	465.95-	5,737.20	5,737.20	100,255.41	5.41	465.95-
2014	93,480.17	381.43-	381.43-	4,846.26	4,846.26	88,252.48	5.21	381.43-
2013	73,869.22	362.94-	362.94-	3,863.35	3,863.35	69,642.93	5.26	362.94-
2012	71,404.71	429.99-	429.99-	2,679.71	2,679.71	68,295.01	3.78	429.99-
2011	69,791.20	462.63-	462.63-	2,284.72	2,284.72	67,043.85	3.30	462.63-
2010	68,778.83	289.87-	289.87-	1,922.34	1,922.34	66,566.62	2.81	289.87-
2009	68,369.78	23.32-	23.32-	1,899.13	1,899.13	66,447.33	2.78	23.32-
2008	54,696.71	.00	0.00	1,762.34	1,762.34	52,934.37	3.22	0.00
2007	47,967.29	.00	0.00	1,050.62	1,050.62	46,916.67	2.19	0.00
2006	42,640.85	.00	0.00	803.64	803.64	41,837.21	1.88	0.00
2005	38,879.35	.00	0.00	905.33	905.33	37,974.02	2.33	0.00
2004	38,994.10	.00	0.00	1,287.14	1,287.14	37,706.96	3.30	0.00
2003	30,307.37	.00	0.00	652.18	652.18	29,655.19	2.15	0.00
2002	28,043.64	.00	0.00	563.12	563.12	27,480.52	2.01	0.00
2001	21,334.51	.00	0.00	272.68	272.68	21,061.83	1.28	0.00
2000	95,245.42	.00	0.00	1,227.40	1,227.40	94,018.02	1.29	0.00
****	27,902,001.81	580,067.12	580,067.12	23,694,440.74	23,694,440.74	4,787,628.19		7,725.77-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 02/01/2022 THRU 02/28/2022

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			5,400.38	561.26	350.06	35.51	0.00	29.85	5,720.59
BY COUNTY 108			5,400.38	561.26	350.06	35.51	0.00	29.85	5,720.59
DELQ FOR 0029 CITY OF HIDALGO			22.78	2.07	5.70	0.52	0.00	0.13	28.35
BY COUNTY 108			22.78	2.07	5.70	0.52	0.00	0.13	28.35
TOTAL FOR 0029 CITY OF HIDALGO			5,423.16	563.33	355.76	36.03	0.00	29.98	5,748.94
BY COUNTY 108			5,423.16	563.33	355.76	36.03	0.00	29.98	5,748.94
CURR FOR 0032 CITY OF MISSION			24,111.68	2,245.27	286.49	27.90	0.00	113.67	24,284.50
BY COUNTY 108			24,111.68	2,245.27	286.49	27.90	0.00	113.67	24,284.50
DELQ FOR 0032 CITY OF MISSION			809.35	82.18	287.47	28.50	0.00	5.52	1,091.30
BY COUNTY 108			809.35	82.18	287.47	28.50	0.00	5.52	1,091.30
TOTAL FOR 0032 CITY OF MISSION			24,921.03	2,327.45	573.96	56.40	0.00	119.19	25,375.80
BY COUNTY 108			24,921.03	2,327.45	573.96	56.40	0.00	119.19	25,375.80
CURR FOR 0033 CITY OF PHARR			13,844.70	1,225.86	330.08	32.20	0.00	62.95	14,111.83
BY COUNTY 108			13,844.70	1,225.86	330.08	32.20	0.00	62.95	14,111.83
DELQ FOR 0033 CITY OF PHARR			2,998.25	297.04	1,045.92	149.37	0.00	22.32	4,021.85
BY COUNTY 108			2,998.25	297.04	1,045.92	149.37	0.00	22.32	4,021.85
TOTAL FOR 0033 CITY OF PHARR			16,842.95	1,522.90	1,376.00	181.57	0.00	85.27	18,133.68
BY COUNTY 108			16,842.95	1,522.90	1,376.00	181.57	0.00	85.27	18,133.68
CURR FOR 0034 CITY OF PENITAS			1,448.55	131.69	0.00	0.00	0.00	6.58	1,441.97
BY COUNTY 108			1,448.55	131.69	0.00	0.00	0.00	6.58	1,441.97
DELQ FOR 0034 CITY OF PENITAS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0034 CITY OF PENITAS			1,448.55	131.69	0.00	0.00	0.00	6.58	1,441.97
BY COUNTY 108			1,448.55	131.69	0.00	0.00	0.00	6.58	1,441.97
CURR FOR 0035 CITY OF LA JOYA			370.46	51.06	22.12	3.23	0.00	2.71	389.87
BY COUNTY 108			370.46	51.06	22.12	3.23	0.00	2.71	389.87
DELQ FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0035 CITY OF LA JOYA			370.46	51.06	22.12	3.23	0.00	2.71	389.87
BY COUNTY 108			370.46	51.06	22.12	3.23	0.00	2.71	389.87
CURR FOR 0036 CITY OF PROGRESO			46.37	4.22	0.00	0.00	0.00	0.21	46.16
BY COUNTY 108			46.37	4.22	0.00	0.00	0.00	0.21	46.16
DELQ FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO			46.37	4.22	0.00	0.00	0.00	0.21	46.16
BY COUNTY 108			46.37	4.22	0.00	0.00	0.00	0.21	46.16
CURR FOR 0037 CITY OF SAN JUAN			6,676.01	813.60	54.93	19.48	0.00	41.66	6,689.28
BY COUNTY 108			6,676.01	813.60	54.93	19.48	0.00	41.66	6,689.28
DELQ FOR 0037 CITY OF SAN JUAN			724.54	75.63	361.10	36.57	0.00	5.61	1,080.03
BY COUNTY 108			724.54	75.63	361.10	36.57	0.00	5.61	1,080.03
TOTAL FOR 0037 CITY OF SAN JUAN			7,400.55	889.23	416.03	56.05	0.00	47.27	7,769.31
BY COUNTY 108			7,400.55	889.23	416.03	56.05	0.00	47.27	7,769.31



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 10, 2022

MEETING DATE: March 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for March 7, 2022 Regular Called Meeting.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Minutes for meeting held on Monday, March 7, 2022

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Annie Reeves
City Management Office

Created/Initiated - 3/10/2022
Approved - 3/10/2022
Final Approval - 3/18/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MARCH 7, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 7, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Pro Tem Daniel Chavez
Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Ramiro Caballero

STAFF PRESENT: Edward Wylie, Interim City Manager
Annie Reeves, Assistant City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Karla Saavedra, Finance Director
Juan Villescas, Municipal Judge
Andy Harvey, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Olga Garza, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Communications Officer
Sara Salinas, Public Safety Comm. Asst. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD

MINUTES: REGULAR CALLED MEETING

March 7, 2022

Mayor Pro Tem Chavez called the meeting to order at 4:00 p.m. Roll call established a quorum.

Comm. Guajardo **moved** to excuse absent members. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MARCH 2022 AS WOMEN'S HISTORY MONTH (EMERGENCY MEDICAL SERVICES)

Mayor Pro Tem Chavez read proclamation proclaiming March 2022 as Women's History Month and presented proclamation to all female staff present.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, stated the city engineer report was in their packets and questions could be entertained at this time.

There being no questions, Ed Wylie, Interim City Manager, called upon Danny Ramirez, EMS Chief, for a report.

Danny Ramirez, EMS Chief, stated Pharr EMS provide the best pre-hospital care for the region through quick response and the latest technology to include RGV Angel Flight helicopter and Fixed Wing aircraft. He presented a public service announcement video.

MINUTES: REGULAR CALLED MEETING

March 7, 2022

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR FEBRUARY 21, 2022 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS (RFPS) FOR CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE EMS AND FIRE DEPARTMENT HEADQUARTERS (ENGINEERING)

C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. SPOOR ENGINEERING CONSULTANTS, REPRESENTING CRAIG R. FUNKE, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/ OR OPEN SPACE DISTRICT (A-O) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 5.49-ACRES, MORE OR LESS, OUT OF LOT 260, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 4500 BLOCK OF SOUTH CAGE BOULEVARD. COZ#220104 (DEVELOPMENT SERVICES)

2. RED TAPE II, INC., D/B/A STILETTOS GENTLEMEN'S CLUB REQUESTED RENEWAL OF THE SEXUALLY ORIENTED BUSINESS LICENSE IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS ALL OF LOT 2, ALBRAD SUBDIVISION UNIT #3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1050 NORTH SUGAR ROAD. SOB#001254 (DEVELOPMENT SERVICES)

D) PLATS:

1. M2 ENGINEERING, PLLC., REPRESENTING IRENE URIBE MANRIQUE, PRESIDENT OF STAR TRAIL HOLDINGS, LLC REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED STAR TRAIL SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 3.879-ACRE TRACT OF LAND COMPRISING OF ALL LOT 1, FERNANDEZ SUBDIVISION AND A 2.00-ACRE TRACT OUT OF LOT 113, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1100 BLOCK OF EAST ELDORA ROAD. SUB#190304 (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

Comm. Guajardo **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2022-05 is filed with the City Clerk's office.

MINUTES: REGULAR CALLED MEETING

March 7, 2022

REGULAR AGENDA - OPEN SESSION

ITEM 7. ADMINISTRATIVE:

- A) CONSIDERATION AND ACTION, IF ANY, ON PHARR MUNICIPAL COURT AMNESTY PROGRAM BEGINNING MARCH 15, 2022 THROUGH APRIL 30, 2022 (MUNICIPAL COURT)**

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

Comm. Guajardo **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

ITEM 8. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, ON SERVICE AGREEMENT WITH BATTALION 3 TECHNOLOGIES FOR A SUBSCRIPTION TO A WEB-BASED FIRE ROSTERING SYSTEM FOR USE BY THE FIRE DEPARTMENT AT A COST OF APPROXIMATELY \$4,500 ANNUALLY (FIRE)**

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the web-based system would automate work shifts for firefighters and generate timesheets for time and attendance. He stated the cost to subscribe was \$4,500 annually and recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

None

ITEM 10. RECONVENE

None

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:12 p.m.

MINUTES: REGULAR CALLED MEETING
March 7, 2022

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 7th DAY OF MARCH 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: March 10, 2022

MEETING DATE: March 21, 2022

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for closure of South U.S. 281 (Cage Boulevard) from State Street to Kelly Avenue and Business 83 from Athol Avenue to Bluebonnet Avenue for Hubphest from Thursday, April 7, 2022, at 5:00 p.m. until Sunday, April 10, 2022, at 12:00 p.m.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr wishes to host it's Annual Hubphest Festival on Saturday, April 9, 2022, and is requesting to enter into an agreement with TXDOT for the closure of US 281 (Cage Blvd) from State St. to Kelly Ave. and Business 83 from Athol Ave. to Bluebonnet Ave. from Thursday, April 7, 2022, at 5:00 p.m. until Sunday, April 10, 2022, at 12 p.m.

Fiscal Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
Olga Garza
Annie Reeves
City Management Office

Created/Initiated - 3/10/2022
Approved - 3/10/2022
Approved - 3/16/2022
Approved - 3/18/2022
Final Approval - 3/18/2022



RESOLUTION R-2022-__

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS;

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for public event.

That the closure of U.S. 281 (Cage Boulevard) From State Street to Kelly Avenue and
Business 83 from Athol Avenue to Bluebonnet Avenue for Hubphest from Thursday,
April 7, 2022, at 5:00 p.m. until Sunday, April 10, 2022, at 12:00 p.m.

That all rules and procedures of 43 Tex. Adm. Code Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 21st day of March 2022, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on sponsorship request from Law Enforcement Torch Run for Special Olympics Texas for their 5K Run/Walk event taking place on April 30, 2022.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Sponsorship request from Law Enforcement Torchrun for Special Olympics Texas for their 5K Run/Walk & Hero Mile event taking place on April 30, 2022 at PSJA Stadium located at 703 E. Sam Houston Blvd., Pharr, TX.

Fiscal Consideration: Guardian Sponsor level in the amount of \$5,000.

Staff Recommendation: Staff recommends approval.

Alternatives: Not to sponsor event.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 3/15/2022
Final Approval - 3/18/2022

SPECIAL OLYMPICS TEXAS RGV

LAW ENFORCEMENT TORCH RUN GUARDIANS 5K RUN/WALK & HERO MILE (HIDALGO COUNTY)

**JOIN LAW ENFORCEMENT AND
SUPPORT 8,000 CHILDREN &
ADULTS THAT PARTICIPATE IN
SPECIAL OLYMPICS TEXAS RGV!**



5K: \$30 - INCLUDES GUARDIANS 5K T-SHIRT (PRE-REG) AND LARGE FINISHER MEDAL!

HERO MILE: \$15 - INCLUDES GUARDIANS MEDIUM FINISHER MEDAL!

SPECIAL OLYMPIC ATHLETES PARTICIPATE FOR FREE!

(ATHLETE ESCORTS MUST PAY FEE - ONLY ONE SHIRT FOR 5K PRE-REG AND/OR ONE MEDAL FOR HERO MILE)

**BECOME A GUARDIAN BY CREATING A TEAM AND RECRUITING OTHERS TO JOIN!
TO REGISTER GO TO: GIVEBUTTER.COM/RGV5K**

PSJA STADIUM 703 E. SAM HOUSTON BLVD., PHARR, TX. 78577

REGISTRATION: 7:00 A.M. START 8:00 A.M.



**FOR MORE DETAILS EMAIL LAURO GARZA AT :
LGARZA@SOTX.ORG**





**Special
Olympics**
Texas

Contribution Form

Sponsor Packages

Guardian Sponsor \$5,000

- Recognition at awards ceremony
- Logo/company name on T-shirt (*time sensitive*)
- Logo/company name on Facebook event page (*time sensitive*)
- Logo on Bib for all participants
- Name on back of participant Medals
- Media exposure (press releases, radio spots, print coverage)
- (2) Corporate banners displayed at event *and Step and repeat*
- Opportunity for on-site display and promotion of company product in a 10x20 activation area
- Opportunity to provide promotional items with company logo for participant goodie bags
- 10 Race entries
- Sponsor Award

Gold Sponsor \$3,500

- Logo/company name on T-shirt (*time sensitive*)
- Logo/company name on Facebook event page (*time sensitive*)
- Name on back of participant Medals
- (1) Corporate banner displayed at event (*provided by company*)
- Opportunity to provide promotional items with company logo in a 10x10 activation area
- 5 Race entries
- Sponsor award

Silver Sponsor \$1,500

- Company name on T-shirt (*time sensitive*)
- Logo/company name on Registration website (*time sensitive*)
- 3 Race entries
- Sponsor award

Yes! I would like to support Special Olympics Texas by sponsoring at the following level:

- ☐ \$5,000 Guardian Sponsor
- ☐ \$3,500 Gold Sponsor
- ☐ \$1500 Silver Sponsor
- ☐ Additional Donation: _____
- ☐ Contact me for an in-kind donation

Name: _____

Company (as would like listed for sponsorship benefits): _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

Payment Information

- ☐ Check enclosed made payable to Special Olympics Texas
- ☐ Credit Card (*You may also call to pay with a credit card. See contact below*)

Card number: _____

Expiration Date: _____ 3-Digit Security _____

Name on Card: _____

Billing Zip Code: _____

Today's Date: _____

Please return this form via email to:

Lauro Garza at lgarza@sotx.org

For Sponsorship, donation or vendor questions, please contact:

Lauro Garza

Email: lgarza@sotx.org

Phone: 956-432-4904

Sandi Aguilar

Email: saguilar@sotx.org

Phone: 956-451-3698



Thank you for your support!



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Fiscal Year 2016 Donations Acceptance Program (FY 16 DAP) projects.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: It is nearing the time to advertise for the Fiscal Year 2016 Donation Acceptance Program (FY 16 DAP) projects. Construction plans have been approved by the General Service Administration (GSA) and Customs and Border Protection (CBP). The plans (95%) are currently under review by the Texas Department of Transportation (TxDOT).

The FY 16 DAP projects include the following:

- CSJ #0921-02-424, Dock Expansion Phase I (Dry)
- CSJ #0921-02-425, Dock Expansion Phase II (Cold)
- CSJ #0921-02-433, Agricultural Lab

Fiscal Consideration: The FY 16 DAP projects will be advertised for a minimum of 21 days in The Advance News Journal and The Monitor.

Staff Recommendation: Staff recommends approval to advertise for the FY 16 DAP.

Alternatives: The FY 16 DAP projects must be advertised. No alternative.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ignacio Amezcua
City Management Office

Created/Initiated - 3/15/2022
Approved - 3/15/2022
Final Approval - 3/18/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on a 3-year Maintenance Agreement with Holt Power Systems for \$13,807.42.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: On March 15, 2022, the Bridge Board approved the Holt Power Systems 3-year maintenance agreement for generators at the newly renovated Bridge Administration offices. (Project # 2122-70-510-IPQ042-001)

Fiscal Consideration: \$13,807.42

Staff Recommendation: Authorization to enter in to a 3 year maintenance agreement with Holt Power Systems for the generators at the newly renovated Bridge Administration offices.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Patricia Rigney

Ignacio Amezcua

Karla Saavedra

City Management Office

Created/Initiated - 3/15/2022

Approved - 3/15/2022

Approved - 3/15/2022

Approved - 3/16/2022

Approved - 3/18/2022

Final Approval - 3/18/2022



MAINTENANCE AGREEMENT



ASSURANCE PLANS BY HOLT

DEALER: HOLT CAT
5665 Southeast Loop 410
San Antonio, TX 78222

PRODUCT REP: Jeremy Gonzales

QUOTE DATE: 2/21/2022
Quote Valid through Date: 3/23/2022

START DATE: 2/1/2022
END DATE: 1/31/2025

SPECIAL INSTRUCTIONS

CUSTOMER: City of Pharr
ACCOUNT NO: 0261700
ADDRESS: 9900 S Cage Blvd.
CITY, ST, ZIP: Pharr, TX 78577

CONTACT NAME: Fred Brouwen
PHONE NUMBER: (956) 802-3062
EMAIL: fred.brouwen@pharrtx.gov

NEW/RENEW: New
INVOICING: Per Incident
YEARS: 3

SERVICING FREQUENCY: Quarterly

Holt Power Systems is pleased to offer you a Scheduled Maintenance program for your emergency generator(s) at your location. Holt follows NFPA 110 and manufacturer's recommendations in maintaining stand-by generators. As stated and recommended, PM Level 1 services should be performed on a quarterly basis, PM Level 2 services should be performed on an annual basis and PM Level 3 services should be performed once every three years. In addition, it is recommended that a minimum two (2) hour Load Bank Test be performed in conjunction with the annual services, when the load on the generator is less than 30% of the name plate rating on the generator. Please reference the attached "Detailed Description of Service Levels" to provide you with an accurate definition of the service levels mentioned herein.

Year 1		Year 2		Year 3	
Manufacturer	Serial Number	Manufacturer	Serial Number	Manufacturer	Serial Number
AA	KJ200186	AA	KJ200186	AA	KJ200186
Site Name/Unit #		Site Name/Unit #		Site Name/Unit #	
PM1		PM1		PM1	
\$508.00		\$508.00		\$508.00	
QUARTERLY INSPECTION QTY		QUARTERLY INSPECTION QTY		QUARTERLY INSPECTION QTY	
3		3		3	
ANNUAL SERVICE PM2		ANNUAL SERVICE PM2		ANNUAL SERVICE PM2	
\$1,304.60		\$1,304.60		\$1,304.60	
TRIENNIAL SERVICE PM3		TRIENNIAL SERVICE PM3		TRIENNIAL SERVICE PM3	
\$ -		\$ -		\$3,476.22	
2 Hr LOADBANK TEST		2 Hr LOADBANK TEST		2 Hr LOADBANK TEST	
\$800.00		\$800.00		\$800.00	
4 Hr LOADBANK TEST		4 Hr LOADBANK TEST		4 Hr LOADBANK TEST	
\$ -		\$ -		\$ -	
AUTOMATIC TRANSFER SWITCH PM		AUTOMATIC TRANSFER SWITCH PM		AUTOMATIC TRANSFER SWITCH PM	
\$250.00		\$250.00		\$250.00	
FUEL SAMPLE TESTING		FUEL SAMPLE TESTING		FUEL SAMPLE TESTING	
\$ -		\$ -		\$ -	
MEGGER TESTING		MEGGER TESTING		MEGGER TESTING	
\$ -		\$ -		\$ -	
ADDITIONAL SERVICES		ADDITIONAL SERVICES		ADDITIONAL SERVICES	
\$ -		\$ -		\$ -	
EXTENDED TOTAL		EXTENDED TOTAL		EXTENDED TOTAL	
\$3,878.60		\$3,878.60		\$3,878.60	
Year 1 Total		Year 2 Total		Year 3 Total	
\$ -		\$ -		\$ -	
MEGGER TESTING		MEGGER TESTING		MEGGER TESTING	
\$ -		\$ -		\$ -	
ADDITIONAL SERVICES		ADDITIONAL SERVICES		ADDITIONAL SERVICES	
\$ -		\$ -		\$ -	
EXTENDED TOTAL		EXTENDED TOTAL		EXTENDED TOTAL	
\$6,050.22		\$6,050.22		\$6,050.22	
Year 3 Total		Year 3 Total		Year 3 Total	
\$ -		\$ -		\$ -	
MEGGER TESTING		MEGGER TESTING		MEGGER TESTING	
\$ -		\$ -		\$ -	
ADDITIONAL SERVICES		ADDITIONAL SERVICES		ADDITIONAL SERVICES	
\$ -		\$ -		\$ -	
EXTENDED TOTAL		EXTENDED TOTAL		EXTENDED TOTAL	
\$13,807.42		\$13,807.42		\$13,807.42	

Jeremy Gonzales

Product Support Sales Representative
Holt Cat

Customer Acceptance Signature

Date

NOTE:
The Tri-Annual service (PM3) is performed once every three years in place of the Annual service (PM2).
All listed pricing includes normal hour labor rates, travel & applicable parts. Additional charges will apply for after-hours service.
Prices are subject to change without signed Customer Support Agreement.
This agreement can be cancelled with a 30-day written notice by either party.
Holt CAT agrees to provide the above-mentioned services at the stated prices for the length of this agreement and gives authorization for the commencement of stated services.
IronPro Maintenance Agreements are auto-renewed prior to the end of your agreement at current year pricing.
To opt out of auto-renew initial here: _____

CURRENT GENERATOR SERVICE LABOR RATES ARE AS FOLLOWS:

Normal Hour Labor (Monday through Friday, 8:00 A.M. to 5:00 P.M.)
Overtime Labor
Holiday Labor
A trip fee per day will apply for work performed outside of this agreement dependent on location.
The above labor rates are subject to change without notice

\$165.00/Hour
\$247.50/Hour
\$330.00/Hour



DETAILED DESCRIPTION OF SERVICE LEVELS

Holt Power Systems, your Caterpillar® Dealer, provides maintenance to all makes and models of generator sets in accordance with the National Electric Code (NEC), the Life Safety Code, the National Fire Protection Association, and the Joint Commission. The following services will be provided in accordance with these specifications and Manufacturer's recommendations.

As a Preventive Maintenance Technician for Holt Power Systems it is mandatory that all findings be recorded throughout the inspection.

Scheduled Maintenance LEVEL 1 - Recommended Quarterly:

GENERAL

- Visual Inspection - Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit - Clean oil, coolant, fuel, and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger - Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant - Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface. Replace filler cap as required at additional cost.
- Hoses and Connections - Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan - Check for loose or worn pulleys. Check fan operation and clearance.
- Fan Belts - Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater - Inspect for proper operation. Record engine temperature prior to starting unit.
- Water Pump - Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM – LIQUID (DIESEL/GASOLINE)

- Fuel Tank - Visually inspect fuel tank system for leaks and fuel level (Natural gas and LP as well). Test day tank pump for proper operation.
- Water Trap/Separator - Drain water from fuel tank if possible or water separator if applicable.
- Fuel Lines and Connections - Inspect for leaks and check line brackets mounting (Natural gas and LP as well).
- Governor and Controls - Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) - Inspect for damage, leaks, and proper operation.
- Fuel Pressure- Record if available.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter Service Indicator - Record reading. Inspect for proper operation. Reset indicator.
- Air Filter - Inspect. Clean as necessary. Replace as required at additional cost.
- Air Inlet System - Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Clean air filter housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger - Inspect for oil leakage, exhaust leakage, or unusual noises.
- Exhaust Manifold - Inspect for damage, loose or missing hardware, evidence of exhaust leakage, and wet-stacking. Provide load bank recommendation.
- Exhaust System - Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level - Inspect for correct oil level. Visually inspect unit for leaks. Add as required at additional cost.
- Oil Pressure - Record oil pressure reading. Operational and visual inspection of prelube pump if applicable.
- Crankcase Breather - Inspect for proper operation. Check connections and inspect hose for deterioration. Visual inspection for excessive blowby.
- S.O.S. - Obtain oil sample for analysis.

STARTING SYSTEM

- Batteries - Inspect for damage or leakage, clean battery with acid neutralizer. Clean and tighten all battery cable connections. (Lead acid batteries only)
- Batteries (Specific Gravity) - Check electrolyte level and specific gravity. (Lead acid batteries only)
- Battery Charger - Inspect for proper operation, loose terminals, and deteriorated wiring. Record output.
- Starting Motor - Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Perform operational check for abnormal engagement and cranking noises.
- Alternator - Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley, and voltage output. Record output if applicable.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls - Inspect for loose connections, wiring deterioration, and proper operation.
- Remote Annunciator and Alarms - Inspect and test all panel and system alarms for proper operation..

CONTROL PANEL

- Start Controls-Manual/Auto - Operational check for proper operation. Check automatic start: with customer approval.
- Voltmeter - Operational check for correct readings. Record readings.
- Ammeter - Operational check for correct readings if load is available. Record readings.
- Frequency Meter - Operational check for correct readings. Load and no load readings if load is available.

GENERATOR

- Verify anti-condensation heater operation if applicable. Record temperature.
- Vibration Isolators - Check for proper adjustment and condition.
- Check reduction gearbox oil level if applicable.

Scheduled Maintenance LEVEL 2 (Includes All Service Level 1 Inspections. As Well As The Following) - Recommended Annually:

FUEL SYSTEM

- Fuel Filter - Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters - Change. Inspect all gaskets and seals.
- Crankcase Breather - Inspect and clean as required. Replace if applicable at additional cost.

COOLING SYSTEM

- Lube fan drive bearing as required.

GENERATOR

- Generator Rear Bearing - Lubricate if applicable per manufacturer specification.
- Change reduction gearbox oil – if applicable.

CONTROL PANEL

- Circuit Breakers - Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance LEVEL 3 (includes All Services Previously Listed Under Level 1 And Level 2, As Well As The Following)-Recommended Every Three (3) Years:

COOLING SYSTEM

- Coolant - Drain and replace coolant. (Coolant flush as required at additional cost.)
- Thermostats - Replace
- Fan Belts - Replace
- Hoses - Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Replace (Lead Acid ONLY)
- Alternator – Verify pulley alignment if applicable.

GENERATOR

- Visually inspect exciter, Permanent Magnet (PMG) if applicable, and rotating rectifiers.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter - Replace.

OTHER SERVICES (Available From Your Caterpillar® Dealer)

TRANSFER SWITCH PREVENTIVE MAINTENANCE - Recommended Annually (Two Level Options)

Level 1 (Energized Switch):

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check all time delay settings and adjust to the customer's specifications. Record settings.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check for proper automatic transfer operation and sequencing of time control relays: **with customer approval only.**

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Record corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

Level 2 (De-Energized Switch) All of the above plus:

- Check condition of main and arcing contacts and auxiliary contacts.
- Check manual switches for free movement and contact continuity.
- Check lug connections and mounting insulator bolts.
- Check and tighten all control circuit wiring terminals.
- Megger test for grounds or leakage.
- Test all phase and voltage sensitive relays as required.
- Lubricate per manufacturers specifications.
- Perform relative infrared heat scan on all contacts.

LOAD BANK TESTING - Required Annually For Most Applications (SEE NFPA 110 & NFPA 99)

In addition to your scheduled Preventive Maintenance services, we also recommend having a 1.5 hour Load Bank Test performed annually, in conjunction with your P.M. service. This test will help prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids, and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication that wet stacking is occurring.

NFPA 110 (2016) Chapter 8 states the following regarding Load Bank Testing (this also applies to NFPA 99 for Healthcare Facilities, pertinent information is underlined):

8.4 Operational Inspection and Testing.

- 8.4.1*** EPSS's, including all appurtenant components, shall be inspected weekly and shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

- 8.4.2*** Diesel generator sets in service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods:

- (a) Under operating temperature conditions or at not less than 30% of the EPS nameplate rating.
- (b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations.

8.4.2.3 Diesel-powered EPS installations that do not meet the requirements of 8.4.2 shall be exercised monthly with the available EPSS load and exercised annually (8.4.2.3) with supplemental loads at not less than 50% of the name-plate rating for 30 continuous minutes and not less than 75% of nameplate rating for 1 continuous hour for a total test duration of 1.5 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only be achieved by running it under recommended load (usually 30% to 50% of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Holt Power Systems offers the 3 year test for Level 1 EPSS as specified in 8.4.9* and 8.4.9.7. as well: Not less than 30% of the EPS nameplate rating for 3 continuous hours and not less than 75% of the EPS nameplate rating for 1 continuous hour for a total test duration of not less than 4 continuous hours.

INSULATION (MEGOHMETER) TESTING – Recommended Annually

Test main stator, main rotor, exciter stator, and exciter rotor. Record data: Report current issues and trend data as reference for potential issues.

FUEL ANALYSIS - Recommended Annually

Fuel analysis will include but is not limited to testing in accordance with ASTM D 975 requirements.

SWITCHGEAR PREVENTIVE MAINTENANCE - Recommended Annually:

- Individualized quote based on Switchgear type and customer scope.

UPS PREVENTIVE MAINTENANCE - Recommended Annually:

- Individualized quote based on UPS type and customer scope.

FLYWHEEL UPS PREVENTIVE MAINTENANCE - Recommended Quarterly:

- Individualized quote based on customer scope.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED:

MEETING DATE: March 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.1.

DATE SUBMITTED: March 17, 2022

MEETING DATE: March 21, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. **CUP#060104**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#060104**

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/17/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 21, 2022

Conditional Use Permit **Renewal** for ABC –

Pizza Properties, Inc.

Background:

Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 15th renewal for Peter Piper Pizza #63.

The property is located at 1715 South Cage Boulevard – Peter Piper Pizza #63. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPS\ABC\ABC_PIZZA PROPERTIES dba PETER PIPER PIZZA #63_2006

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 21, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#060104 (PETER PIPER PIZZA #63)

GENERAL INFORMATION:

APPLICANT: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1715 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North and South, Residential Mobile Home District (R-MH) to the East, and Planned Unit Development District (PUD) to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
------------------	----------------------	--

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
-------------------------	--

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

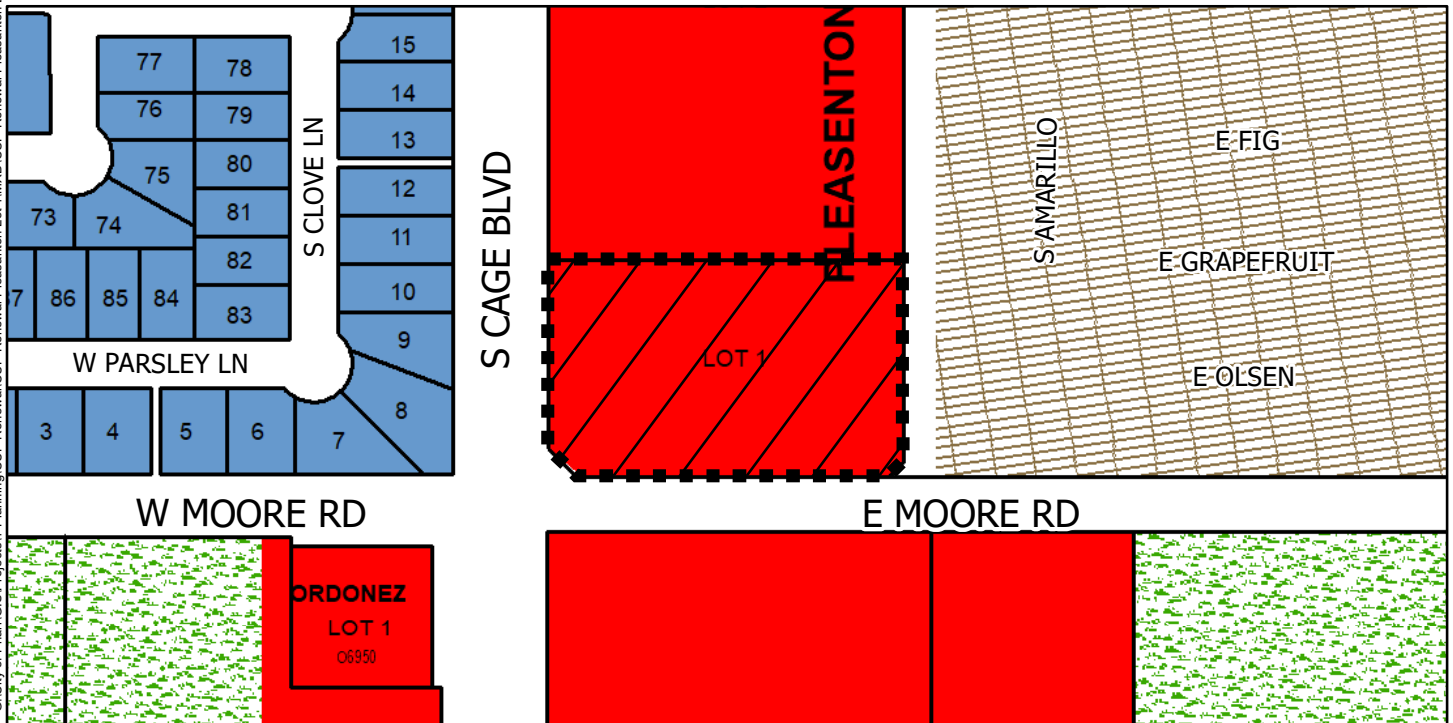
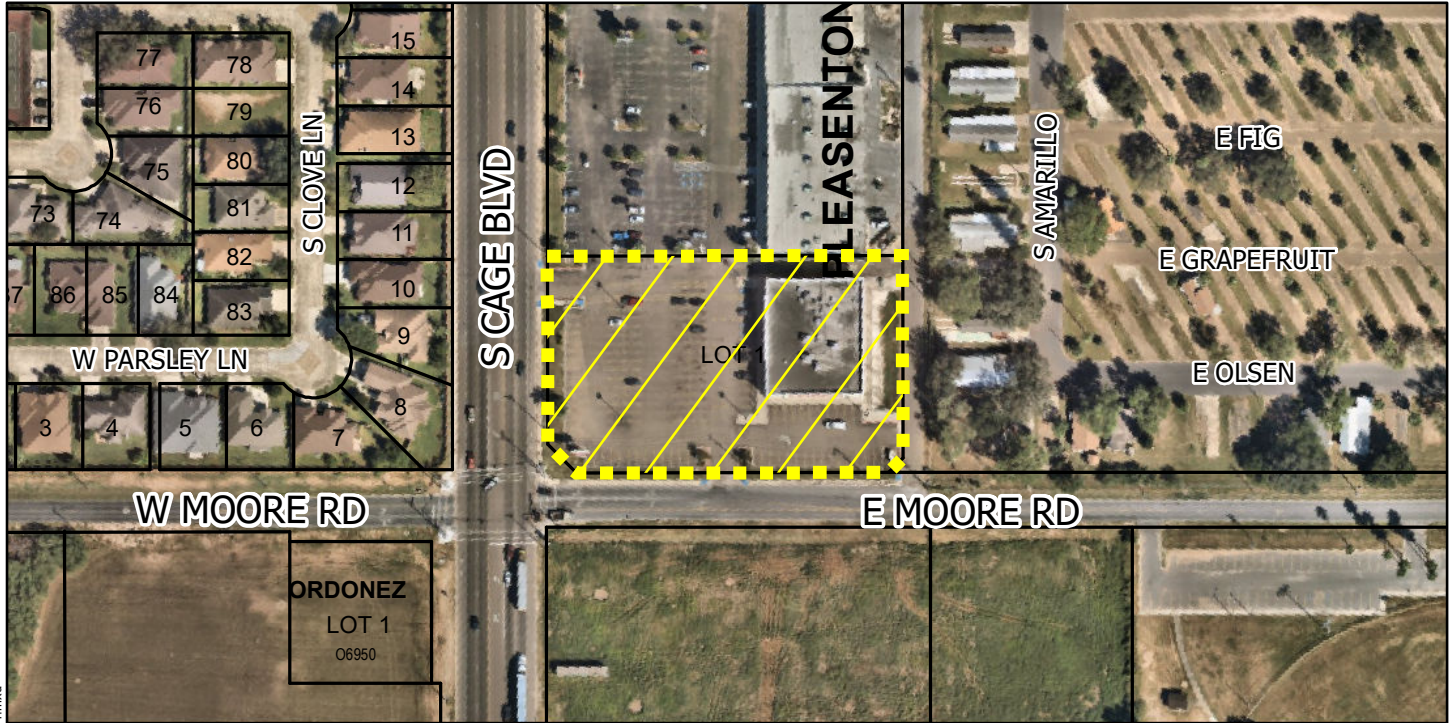
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

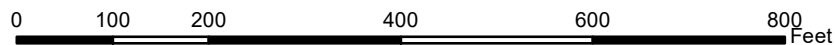
Development Services is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
Pleasanton Lot 1
Peter Piper Pizza #63



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |

Scale: 1 inch = 200 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.2.

DATE SUBMITTED: March 17, 2022

MEETING DATE: March 21, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#151169**

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

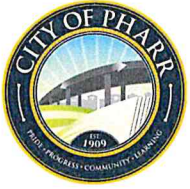
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/17/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 21, 2022

Conditional Use Permit **Renewal** for ABC –

Colonia Cinco Estrellas, L.L.C.

Background:

Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Colonia Cinco Estrellas, L.L.C.

The property is located at 2200 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit it to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.



MEMORANDUM

DATE: MONDAY, MARCH 21, 2022

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151169 (COLONIA CINCO ESTRELLAS, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) and General Business District (C) to the north, Agricultural and/or Open Space District (A-O) to the east, General Business District (C) to the south, and Single-Family Residential District (R-1) to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

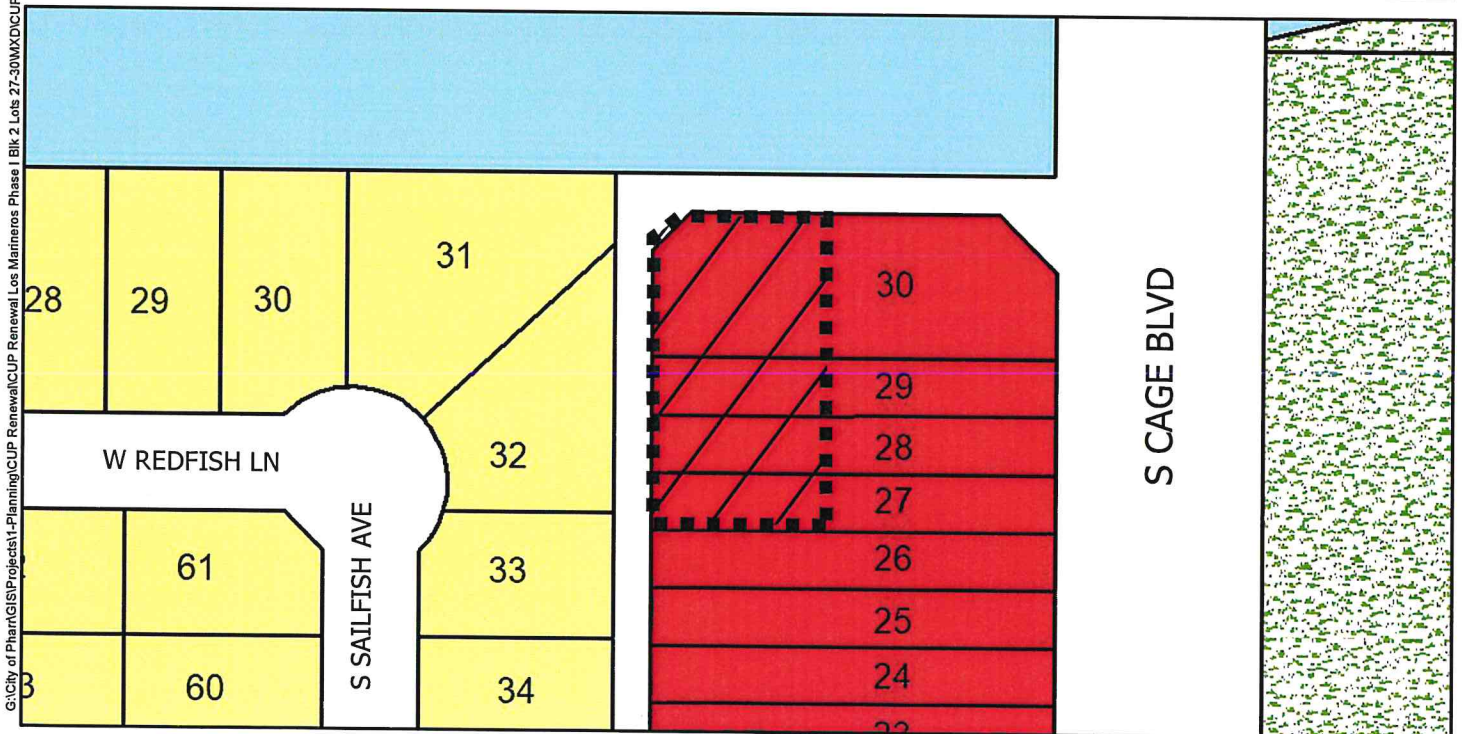
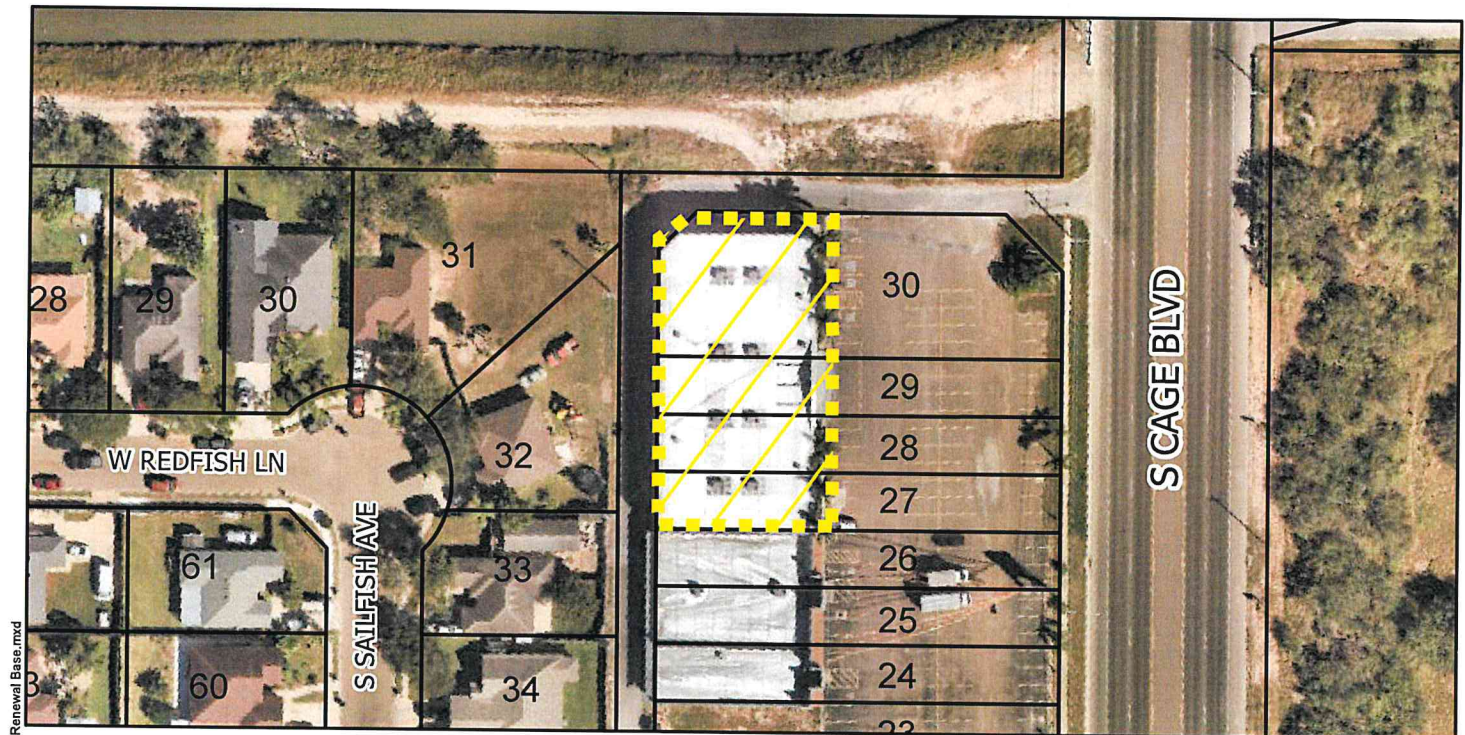
**PLANNING
DEVELOPMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 Los Marineros Subdivision Phase 1, Block 2, Lots 27-30
 Maria Mayera Garza/ Colonia Cinco Estrellas



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 100 feet



Date: 12/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.3.

DATE SUBMITTED: March 17, 2022

MEETING DATE: March 21, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard. **CUP#151170**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#151170**

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/17/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 21, 2022

Conditional Use Permit **Renewal** for ABC –

Friends All Parties, L.L.C.

Background:

Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Friends All Parties, L.L.C.

The property is located at 2302 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-M GARZA dba FRIENDS ALL PARTIES LLC_2015



MEMORANDUM

DATE: MONDAY, MARCH 21, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151170 (FRIENDS ALL PARTIES, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2302 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Agricultural and/or Open Space District (A-O) to the east and Single-Family Residential District (R-1) to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

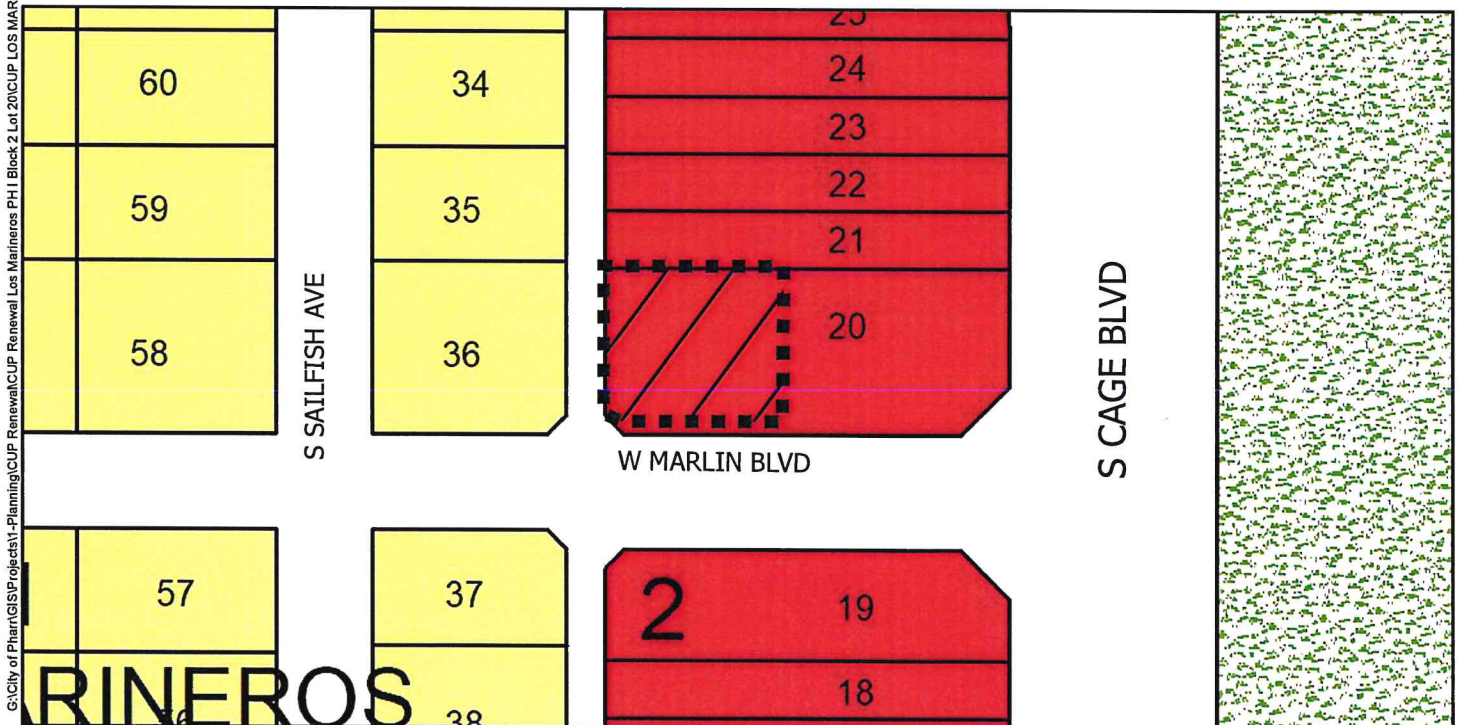
Recommends approval of
the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 10, 2022

MEETING DATE: March 21, 2022

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-32 increasing the membership of the Keep Pharr Beautiful Committee from five (5) to seven (7) members. *(1st Reading)*

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Staff is requesting an increase in board members for the Keep Pharr Beautiful Committee from five (5) to seven (7) members.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
Annie Reeves
Patricia Rigney
City Management Office

Created/Initiated - 3/10/2022
Approved - 3/10/2022
Approved - 3/10/2022
Approved - 3/16/2022
Final Approval - 3/18/2022

ORDINANCE NO. O-2022-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2019-32, INCREASING THE MEMBERSHIP OF THE KEEP PHARR BEAUTIFUL COMMITTEE FROM FIVE (5) TO SEVEN (7), PROVIDING FOR A QUORUM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the ordinance creating the Keep Pharr Beautiful Committee has been approved and adopted; and

WHEREAS, currently the Keep Pharr Beautiful Committee consists of five (5) members; and

WHEREAS, the number of members shall be increased from five (5) to seven (7); and

WHEREAS, Ordinance No. O-2019-32 shall be amended and reinstated to read as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS; THAT:

SECTION A. MODIFICATIONS TO ADVISORY BOARD:

The following provisions shall be amended to read as follows:

Sec. 2.01.3 ARTICLE 3. MEMBERSHIP

- (A) The Pharr Board of Commissioners shall appoint **seven (7) members** to the Keep Pharr Beautiful Committee.
- (B) Members serve at the pleasure of the city council. Any member may be removed from their position on the committee for any reason, or for no reason, by a majority vote of the Board of Commissioners.
- (C) Members shall be appointed for a term of one, two and three years on a rotating basis and removable by the appointing authority. The Board of Commissioners shall appoint **three (3) one (1) year members, three (3) two (2) year members** and one (1) three (3) year member. All cases to be heard and ruled upon will always be heard by a minimum of **four (4) members. Four (4) of the regular voting members constitutes a quorum.**
- (D) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not

representing the committee or the City of Pharr unless a formal action by the Keep Pharr Beautiful Committee or Board of Commissioners has been taken on the specific issue.

- (E) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve-month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Parks and Recreation of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (F) At each meeting, each committee member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.
- (G) A committee member who seeks to resign from the committee shall submit a written resignation to the chairman. If possible, the resignation should allow for a thirty-day notice so the Board of Commissioners can appoint a replacement.
- (H) All committee members must be a resident of the City of Pharr.
- (I) The Director of Parks and Recreation and the Assistant Director of Parks and Recreation shall be ex officio members of the Keep Pharr Beautiful Committee without a right to vote but will provide technical support and expertise to the Commission. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.
- (J) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (K) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.

- (L) Members shall not have any administrative or enforcement authority in the day-to-day operations of the City. They shall have no authority or right to enforce any rule, ordinance, or regulation of the City. Any violations are violation of this ordinance.

SECTION 2: Severability Clause

The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 3: Repealing Clause

All existing ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: Effective Date

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: Penalty Clause

Any violation of this ordinance shall constitute a voluntary and automatic resignation from the Pharr Keep Pharr Beautiful Committee.

SECTION 6: PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2022, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS**, on this the ____ day of _____, 2022, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS**, on this the ____ day of _____, 2022 A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Valerie Rivera, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution appointing (3) new members and reappointing (5) members to the Community Development Council.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The CDBG Community is needing to take action on its board members, Jose G. Rodriguez (CT213), Jose Palomin (CT213), Joe Hinojosa (CT217), who have resigned and need to be replaced. Five members will be re-appointed: Olga Cardoza (CT214), Lucio Gaitan (CT214), Norma Trevino (CT215), Marco Gonzalez (CT216) and Danny Smith (CT216) whose terms will expire on March 19, 2022

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the re-appointment of (5) members and the appointment of (3) new members to replace Jose G. Rodriguez, Jose Palomin, & Joe Hinojosa. Staff is recommending the following individuals to replace the board members who do not wish to be reappointed, Victor Alvarez (CT213), Carla Beltran (CT213), Lisa Nunez (CT217)

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: N/A

ROUTING:

Valerie Rivera
Cynthia Garza
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 3/16/2022
Approved - 3/17/2022
Approved - 3/17/2022
Approved - 3/18/2022
Final Approval - 3/18/2022

RESOLUTION NO. R-2022-__

WHEREAS, the City of Pharr created the City Community Development Council which serves in an advisory capacity to the Board of Commissioners; and

WHEREAS, the terms of Jose G. Rodriguez (CT213), Jose Palomin (CT213), Olga Cardoza (CT214), Lucio Gaitan (CT214), Norma Trevino (CT215), Marco Gonzalez (CT216), Danny Smith (CT216), and Joe Hinojosa (CT217) will expire on March 19, 2022; and

WHEREAS, the appointment of three (3) new members and re-appointment of five (5) members needs to be made at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The following residents of the City of Pharr are hereby appointed/re-appointed members of the Community Development Council:

	NAME	CENSUS TRACT	LENGTH OF TERM
1.	_____	213	1-Year term (expiring 03/19/23)
2.	_____	213	3-Year term (expiring 03/19/25)
3.	_____	214	2-Year term (expiring 03/19/24)
4.	_____	214	3-Year term (expiring 03/17/25)
5.	_____	215	1-Year term (expiring 03/19/23)
6.	_____	216	3-Year term (expiring 03/19/25)
7.	_____	216	3-Year term (expiring 03/19/25)
8.	_____	217	2-Year term (expiring 03/19/24)

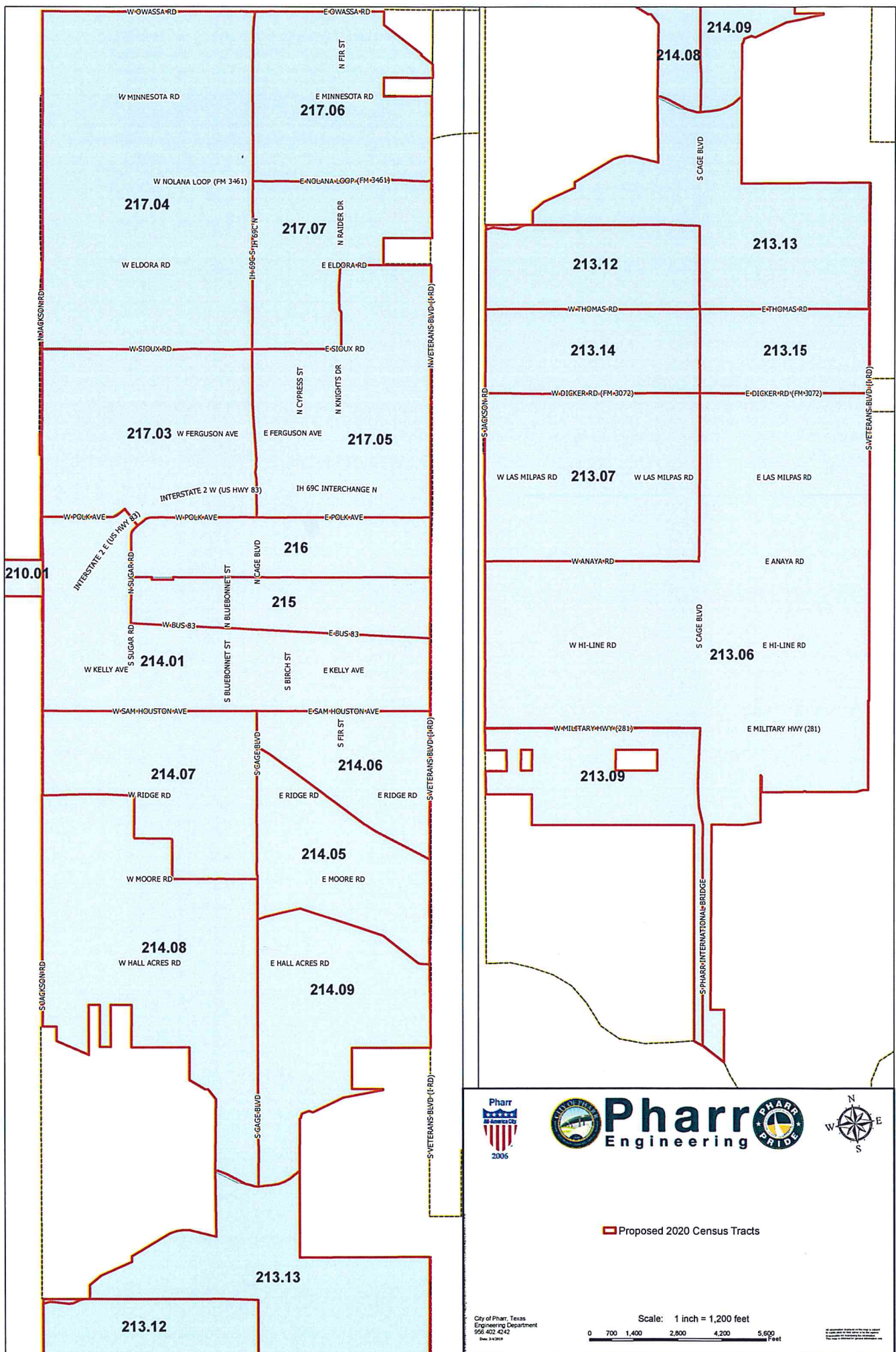
PASSED AND APPROVED this 21st day of March 2022, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Proposed 2020 Census Tracts

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 3/4/2019

Scale: 1 inch = 1,200 feet

0 700 1,400 2,800 4,200 5,600 Feet

Map prepared by Pharr Engineering, Inc. for the City of Pharr, Texas. The map is for informational purposes only and does not constitute a contract or warranty of any kind.

COMMUNITY DEVELOPMENT COUNCIL

APPOINTMENT SCHEDULE

	NAME	CENSUS TRACT	TERM	EXPIRATION DATE
1.	Jose G. Rodriguez	213	3 Yrs	03-19-2022
2.	Jose Palomin	213	3Yrs	03-19-2022
3.	Olga Cardoza	214	3 Yrs	03-19-2022
4.	Lucio Gaitan	214	2 Yrs	03-19-2022
5.	Norma Treviño	215	1 Yr	03-19-2022
6.	Rene Cantu, Chairman	215	2 Yrs	06-19-2022
7.	Marco Gonzalez	216	3 Yrs	03-19-2022
8.	Danny Smith	216	3 Yrs	03-19-2022
9.	Joe Hinojosa	217	1Yr	03-19-2022
10.	Belia Garcia	217	2 Yrs	03-17-2023
11.	Romeo Robles Jr	At Large	2 Yrs	03-19-2023

Replace

Reappoint



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution authorizing the issuance of the Pharr Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2022; awarding sale of the bonds; and containing other provisions related thereto.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: A resolution is needed to approve the official issuance of the Debt to finance [TeamPharr.Net](#) Infrastructure project not to exceed \$55,000,000

Fiscal Consideration: \$55,000,000

Staff Recommendation: To approve.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 3/16/2022
Approved - 3/16/2022
Final Approval - 3/18/2022

3. That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Commission's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Commission's minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; that each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED this March 21, 2022.

City Clerk
City of Pharr, Texas

(SEAL)

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR,
TEXAS APPROVING A RESOLUTION AUTHORIZING THE ISSUANCE OF
THE PHARR ECONOMIC DEVELOPMENT CORPORATION II SALES TAX
REVENUE BONDS, TAXABLE SERIES 2022; AWARDING SALE OF THE
BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, the City of Pharr, Texas (the “City”), by Resolution No. 0-2008-49 duly adopted on November 10, 2008 authorized the creation of the Pharr Economic Development Corporation (the “Corporation”) to act on behalf of the City by receiving and expending sales tax revenues for various projects which promote economic development within the City; and

WHEREAS, on November 4, 2008, the voters of the City approved the levy of a one-half of one percent sales and use tax to be used for the benefit of the Corporation, including various projects which promote economic development in the City (the “Sales Tax”); and

WHEREAS, pursuant to the Act, the Corporation is authorized to issue bonds for the purpose of promoting economic development in the City, said bonds being payable from and secured by the proceeds of the Sales Tax; and

WHEREAS, the Corporation has submitted to the City for its approval pursuant to the Act, the Corporation’s “Resolution Authorizing the Issuance of Pharr Economic Development Corporation II Sales Tax Revenue Bonds, Taxable Series 2022; Awarding the Sale of the Bonds; and Containing Other Provisions Related Thereto;” (the “Corporation’s Resolution”) and

WHEREAS, the City Commission has reviewed the Corporation’s Resolution and, by adoption of this resolution (the “City Resolution”), approves the Corporation’s Resolution and the terms thereof; and

WHEREAS, it is deemed necessary and in the best interest of the City that the City Resolution be adopted; and

WHEREAS, it is officially found, determined and declared that the meeting at which this City Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this City Resolution was given, all as required by the Texas Government Code, Chapter 551, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS THAT:

Section 1. Findings and Determinations. The facts recited in the preamble hereto are found and declared to be true and correct and are hereby adopted by the City Commission and made a part of the City Resolution for all purposes.

Section 2. Approval and other Provisions Related Thereto. In accordance with the provisions of the Act, the Corporation’s Resolution, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes, is hereby specifically approved.

Section 3. Defeasance. The City covenants and agrees that, while any of the Pharr Economic Development Corporation II Sales Tax Revenue Bonds, Taxable Series 2022 (the “Bonds”) are outstanding, it will take and pursue all action permissible to cause the Sales Tax to be levied and collected continuously throughout the boundaries of the City, as such boundaries may be changed from time to time, at the current rate or, under certain circumstances at a higher rate if permitted by applicable law, in the manner and to the maximum extent permitted by applicable law; and will not reduce the rate of the Sales Tax below the current rate; and that any repeal of the right and power to levy and collect the Sales Tax will not be effective until all of the Bonds have been paid in full or until they are lawfully defeased in accordance with the Corporation’s Resolution.

Section 4. Use of Proceeds. In accordance with the provisions of the Act, the programs and expenditures of the Corporation authorized by the Corporation’s Resolution, including issuance of Bonds, the pledge of the Sales Tax to the payment of the Corporation’s obligations thereunder, and the payment of the costs and expenses related thereto, are hereby approved.

Section 5. Authorization of Other Matters Relating Thereto. The Mayor and City Clerk, the President and Secretary of the Board of the Corporation, the City Manager, the Deputy City Manager, the Finance Director of the City, the Assistant Finance Director of the City, and other officers and agents of the City and the Corporation are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution, including any and all other instruments, certificates or documents necessary to carry out the intents and purposes of this Resolution, the form and content of such documents to be approved by the officials executing such documents. All action (not inconsistent with the provisions of this Resolution) heretofore taken by those officials and by the City Commission directed toward the Project (as defined in the Corporation’s Resolution) and the Bonds shall be and the same hereby are ratified, approved and confirmed.

Section 6. This Resolution in no respect creates any liability or obligation of the City for payment of obligations created by the issuance of the Bonds. NONE OF THE STATE, THE CITY, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR INTEREST ON THE BONDS, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE SALES AND USE TAX TO THE PAYMENT OF THE BONDS.

Section 7. Effective Date. This Resolution shall take effect immediately upon passage.

* * *

PASSED AND APPROVED this 21st day of March 2022.

Mayor
City of Pharr, Texas

ATTEST:

City Clerk
City of Pharr, Texas

(SEAL)

EXHIBIT A

Corporation's Resolution

[See Tab No. __]



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 9, 2022

MEETING DATE: March 21, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing the Pharr Police Department to purchase (2) two 2022 BMW R1250 RT-P Police Motorcycles from Alamo BMW in Boerne, Texas for the total amount of \$57,546.08.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The Pharr Police Department seeks approval for the purchase of (2) two BMW R1250 RT-P police motorcycles. The purpose of this vehicle purchase is to improve traffic enforcement in high traffic areas to achieve voluntary compliance and community relations. (Project #2122-21-512-P024-001)

Fiscal Consideration: Pharr Pd will use Seized Assets for this purchase

Staff Recommendation: Staff recommends approval

Alternatives: Not approve purchase

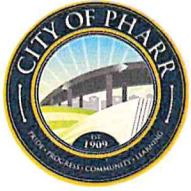
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 3/9/2022
Approved - 3/9/2022
Approved - 3/17/2022
Approved - 3/18/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022



Pharr

MAYOR Ambrosio Hernandez, MD



COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

[Handwritten signature]
144
3/8/22

To: Lt. Daniel Leal
CC: Deputy Chief William Edmundson
From: Sgt. Marcos Ramirez #9150
Date: March 07, 2022
Subject: Motorcycle Purchase

This memo is in reference to the approval of purchasing two police motorcycles for our Motor Unit. In following the process of a high price purchase, three quotes were attained from three different vendors. The following are three vendors each with the price and what the motorcycles comes with:

- First Quote: BMW Motorcycles of North Dallas

900 Avenue K Suite #100

Plano, TX 75074

972-881-1326

-The total price for two 2022 R1250RT-P motorcycles is \$58,896.32. The motorcycles come with the full police package and with the emergency lights already installed. The motorcycles also have all the mounts needed for our radars and radios. If these motorcycles were to be purchased from this vendor there would be a three to four month wait.

- Second Quote: Alamo BMW

25600 I 10

Boerne, TX 78006

210-828-5513

- The total price for two 2022 R1250RT-P motorcycles is \$57,546.08. The motorcycles come with the full police package and with the emergency lights already installed. The motorcycles also have all the mounts needed for our radars and radios. At this time, Alamo BMW has several motorcycles in stock ready to be purchased.

- Third Quote: RGV Cycles

502 E. Interstate HWY 2

San Juan, TX 78589

956-627-2222

-The total price for two 2022 22RT motorcycles is \$53,278.65. These motorcycles come with the basic civilian package and are not equipped with the police package we need. A purchase of these motorcycles would require an additional order of police lights, which are currently back ordered as per this vendor. This vendor also informed us that they do not have any technicians for installations of any police equipment.

Based on the information from all three vendors including quotes, package information and the availability of the motorcycles, it is my recommendation that the purchase for our next two motorcycles be from Alamo BMW. My recommendations are based on the quoted price on the motorcycles that are already equipped with police package along with the availability of the motorcycles instead of the backorder wait. Lastly, Alamo BMW is in Boerne, TX which is around four hours away making the pickup of the motorcycles closer than Plano, TX.



Marcos Ramirez #9150

Sergeant

R 1250 RT-P Motor Pricing Form



Revised: March 1, 2022

Color		Option Code		
0	Night Black & Alpine White III	753		
1	Night Black	716		
0	Alpine White III (special order)	751		
0	Black Blue (special order +60 days)	754		
0	Saphir Blue (special order + 60 days)	755		
0	Violet Blue (special order +60 days)	756		
0	Glacier Silver Metallic (special order)	N99		
Quotation:				Motorcycle
Pharr PD		Option Code	Retail Price	\$21,250.00
Factory Special-Order Options - Plan 90-120 Days for Delivery				
0	Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0	Keyless Ride w/two transmitters	193	\$400.00	\$0.00
0	Gear Shift Assist Pro	222	\$450.00	\$0.00
0	Ride Modes Pro (includes 18B)	224	\$220.00	\$0.00
0	Chrome Exhaust	350	\$150.00	\$0.00
0	Additional LED Headlights (driving lights)	562	\$450.00	\$0.00
0	PA Microphone	599	\$565.00	\$0.00
0	High Seat Black	610	\$0.00	\$0.00
0	Low Seat Black	776	\$0.00	\$0.00
0	Enhanced Smart Phone Connectivity	6NS	\$250.00	\$0.00
The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete				
1	Heated Seat	518	\$200.00	\$200.00
1	Tire Pressure Monitoring	530	\$200.00	\$200.00
1	Cruise Control (standard feature)	538	\$0.00	\$0.00
1	Weather Protection	649	\$185.00	\$185.00
Additional Labor Operations Provided by Dealer				
1	FMSA-MT-SSE SIDE STAND EXTENSION			\$36.00
1	FMSA-EL-ACP ACC 1-3 CONNECTION PLUG			\$9.50
1	FMSA-EL-RPP RADIO CONNECTION PLUG CODE A			\$10.00
1	FMSA-EL-SCP SPEAKER CONNECTION PLUG			\$9.50
1	FMSA-EL-FFH FORNT FUSED POWER SCOCKET HARNESS			\$33.00
1	FMSA-MT-LGAP LIDAR GUN HOLSTER ADAPTER PLATE			\$26.95
1	FMSA-MT-SRC RADAR REMOTE CONTROLLER MOUNT			\$26.00
1	FMSA-AMF-SSD STALKER FRONT RADAR ANTENNA MOUNT			\$46.00
1	FMSA-RAM-OSD STALKER REAR RADAR ANTENNA MOUNT			\$43.00
1	FMSA-EA-USB1 FAIRING USB OULET			\$49.00
1	FMSA-MT-TFT-DSR STALKER COMPACTDISPLAY HEAD MOUNT			\$49.00
1	FMSA-EA-LSF FIARING MOUNT POWER SOCKET			\$45.00
1	FMSA-EL-RCP RADAR CONNECTION PLUG			\$9.50
1	FMSA-MT-TFT-SCP TFT DASH HEADSET MOUNT COMPACT			\$47.00
Units	Quotation valid for 60 days from date noted below.		Total Price - Page 1	\$22,274.45
1			Total Price - Page 2	\$3,841.82
			Total Price - Page 3	\$671.14
			Parts From Other Suppliers - Page 4	\$0.00
Date of Quote:				

Dealer Basic Assembly / Preparation		\$1,772.25
Motorcycle Freight		\$890.00
Total Retail Price per Unit with Options		\$29,449.66
0.00%	State Sales Tax (if applicable)	\$0.00
Total Retail Price per Unit with Options		\$29,449.66

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:
Pharr PD



Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$122.81	\$614.05
5	Blue LED-X Light	63 17 2 361 719	5	\$122.81	\$614.05
0	Amber LED-X Light	63 17 2 361 720	0	\$122.81	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$410.34	\$410.34
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$410.34	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$410.34	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$410.34	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$87.16	\$522.96
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$82.53	\$165.06
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$64.19	\$128.38
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$162.76	\$162.76
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
1	Shift Assistant Pro (hardware)	23 41 8 536 884	1	\$705.42	\$705.42
1	Shift Assistant Pro - Enabling Code	77 15 8 395 839	1	\$44.19	\$44.19
1	Ride Modes Pro - Enabling Code	77 53 8 395 840	1	\$221.16	\$221.16
1	Also Requires DTC Enabling Code	77 53 8 395 841	1	\$57.45	\$57.45
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$187.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$6.89	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.97	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$99.38	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$341.01	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$563.48	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$563.48	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$196.00	\$196.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

Pharr PD



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
Storage Options						
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$125.79		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
Engine Protection						
1	Rocker Cover Protection	77 14 8 406 187	1	\$300.00		\$300.00
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	\$155.49		\$155.49
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	\$3.90		\$19.50
5	Grommet (order 5)	13 53 1 341 283	5	\$3.32		\$16.60
5	Bushing (order 5)	11 84 8 544 832	5	\$6.55		\$32.75
1	Bracket front (order 1)	11 84 8 532 937	1	\$64.34		\$64.34
1	Bracket Rear (order 1)	11 84 8 532 940	1	\$80.43		\$80.43
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.74		\$0.00
1	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	1	\$2.03		\$2.03

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
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RGV Cycles
502 E Interstate Hwy 2
San Juan TX 78589
P: 956-627-2222 F: 956-999-8212



City Of Pharr

Buyer's Order

Date
Deal No.
Salesperson Michael Garcia
Lienholder None

H C9566504943

Email php1388@pd.pharr-texas.gov

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2022	BMW	22RT	WB10L0300N6E94836	BMW94836	\$22,450.00

Options:

police light install
acc light install

\$3,021.79 D
\$1,426.48 D

Dealer Unit Price	\$22,450.00
Factory Options	\$0.00
Added Accessories	\$4,448.27
Freight	\$0.00
Dealer Prep	\$0.00

Registration Fees \$96.25

TX DPS Inspection \$7.00

Notes:

Trade Information

Cash Price	\$27,001.52
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$27,001.52
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$125.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Total Other Charges	\$125.00
Sub Total (Net Sale + Other Charges)	\$27,126.52
Cash Down Payment	\$0.00

Amount to Pay/Finance \$27,126.52

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

BMW Motorrad USA

2022 R12RTP

Manufacturer's Suggested Base Retail Price \$ 21,250.00

Options and Additional Charges: (Optional equipment may supersede standard equipment; check with your authorized dealer).

Alpine White / Night Black	\$	0.00
Authority PKG.	\$	0.00
Dynamic Engine Brake Control	\$	0.00
Gear Shift Assist Pro	\$	450.00
Ride Modes Pro	\$	220.00
Heated Seat	\$	200.00
TPM (Tire Pressure Monitor)	\$	200.00
LED Auxiliary Lights	\$	450.00
Brake Light US	\$	0.00
ABS Pro	\$	0.00
Weather Protection	\$	185.00
Destination	\$	495.00
Total Suggested Retail Price	\$	23,450.00

Engineering and Safety Features

Engine

- **Type** Air cooled / Water cooled boxer twin cylinder 4 st
- **Bore x Stroke** 102.5 mm x 76 mm
- **Displacement** 1254 cc
- **Horsepower** 136 hp at 7750 rpm
- **Fuel Requirement** Premium Unleaded
- **Fuel Capacity** 6.6 U.S. gallons incl. approx 1 gallon reserve
- **Charging System** 508 Watts
- **Battery** 12 V / 12 Ah, maintenance-free

Drivetrain

- **Clutch** Multi-disc clutch in oil bath, hydraulically operated

Brakes

- **Brake System** BMW Motorrad Integral ABS - Standard
- **Front Brakes** Dual floating discs, four-piston fixed calipers
- **Rear Brake** Single disc, two piston floating caliper
- **Rear Rotor** 276 mm rotor

Wheels and Tires

- **Front Wheel** 3.50 x 17 inches
- **Rear Wheel** 5.50 x 17 inches

Dimensions

- **Seat Height** 31.7 - 32.5 inc
- **Weight Wet** 615 lbs. unladen, w/ all fluids, fueled

* Pre-Delivery Assembly (PDA) charges are included in MSRP
www.bmwmotorcycles.com

The BMW Advantage

- 3 year/36000 miles limited warranty
- 5 year limited emissions warranty
- BMW Roadside Assistance Program, 3 yrs/36000 miles

VIN : WB10L0300N6E94836

Port of Entry: JERSEY CITY, NEW JERSEY
MPC Location: PORT JERSEY, NJ
Production Facility: BERLIN

Sold To:
Jimenez Motorsports LLC
502 East Interstate Hwy 2
San Juan, TX
(201) 307-4000, 50709

Ship To:
BMW Motorcycles of Rio Grande
502 East Interstate Hwy 2
San Juan, TX
(201) 307-4000, 50709

RGV Cycles
502 E Interstate Hwy 2
San Juan TX 78589
P: 956-627-2222 F: 956-999-8212



City Of Pharr

Buyer's Order

Date
Deal No.
Salesperson Michael Garcia
Lienholder None

H C9566504943

Email phpd1388@pd.pharr-texas.gov

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2022	BMW	R12RTP		BMW	\$22,450.00

Options:

Dealer Unit Price	\$22,450.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Registration Fees	\$96.25
-------------------	---------

TX DPS Inspection	\$7.00
-------------------	--------

Notes:

Trade Information

Cash Price	\$22,553.25
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$22,553.25
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$125.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Total Other Charges	\$125.00
Sub Total (Net Sale + Other Charges)	\$22,678.25
Cash Down Payment	\$0.00

Amount to Pay/Finance	\$22,678.25
-----------------------	-------------

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

Alamo BMW 2022 BMW R 1250 RT-Price Quote



Color	Option Code
1 Night Black & Alpine White III	753
0 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
0 Glacier Silver Metallic (special order)	N99

Quotation:

City of Pharr Police Dept.

Option Code

Retail Price

Motorcycle

\$21,950.00

Factory Special-Order Options - Plan 90-120 Days for Delivery

0	Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0	Keyless Ride w/two transmitters	193	\$400.00	\$0.00
0	Gear Shift Assist Pro	222	\$450.00	\$0.00
0	Ride Modes Pro (includes 18B)	224	\$220.00	\$0.00
0	Chrome Exhaust	350	\$150.00	\$0.00
0	Additional LED Headlights (driving lights)	562	\$450.00	\$0.00
0	PA Microphone	599	\$565.00	\$0.00
0	High Seat Black	610	\$0.00	\$0.00
0	Low Seat Black	776	\$0.00	\$0.00
0	Enhanced Smart Phone Connectivity	6NS	\$250.00	\$0.00

The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete

1	Heated Seat	518	\$200.00	\$200.00
1	Tire Pressure Monitoring	530	\$200.00	\$200.00
1	Cruise Control (standard feature)	538	\$0.00	\$0.00
1	Weather Protection	649	\$185.00	\$185.00

Additional Labor Operations Provided by Dealer

\$0.00

\$0.00

NOTE: Quote does not include any price for parts & labor for radar, radio or video.

State Inspection

\$7.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Units

Quotation valid for 60 days

Total Price - Page 1

\$22,542.00

1

from date noted below.

Total Price - Page 2

\$3,927.66

Total Price - Page 3

\$571.78

Date of Quote: March 4, 2022

Parts From Other Suppliers - Page 4

\$391.60

Dealer Basic Assembly / Preparation \$695.00

Motorcycle Freight \$645.00

Total Retail Price per Unit with Options \$28,773.04

0.00% State Sales Tax (if applicable) \$0.00

Total Retail Price per Unit with Options \$28,773.04

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

City of Pharr Police Dept.



Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
1	Shift Assistant Pro (hardware)	23 41 8 536 884	1	\$705.42	\$705.42
1	Shift Assistant Pro - Enabling Code	77 15 8 395 839	1	\$44.19	\$44.19
1	Ride Modes Pro - Enabling Code	77 53 8 395 840	1	\$221.16	\$221.16
1	Also Requires DTC Enabling Code	77 53 8 395 841	1	\$57.45	\$57.45
2	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	2	\$154.00	\$308.00
2	Bolt 6 x 40 (order 2)	63 12 7 699 141	2	\$5.58	\$11.15
2	M6 Hex Nut (order 2)	07 12 9 905 826	2	\$3.26	\$6.52
Requires Activation by Dealer - No Code Needed					
Convenience Options					
1	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	1	\$99.38	\$99.38
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$341.01	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$563.48	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$563.48	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$164.71	\$164.71
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

City of Pharr Police Dept.



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$125.79		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
	Engine Protection					
1	Rocker Cover Protection	77 14 8 406 187	1	\$237.60		\$237.60
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	\$132.33		\$132.33
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	\$3.39		\$16.94
5	Grommet (order 5)	13 53 1 341 283	5	\$2.74		\$13.71
5	Bushing (order 5)	11 84 8 544 832	5	\$5.39		\$26.94
1	Bracket front (order 1)	11 84 8 532 937	1	\$60.45		\$60.45
1	Bracket Rear (order 1)	11 84 8 532 940	1	\$75.58		\$75.58
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.74		\$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	\$1.65		\$8.24

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
2	Lidar Gun Holster Adapter Plate	FMSA-MT-LGAP	\$ 27.50	\$ 55.00
1	Fairing Waterproof Lighter Socket	FMSA-EA-LSF	\$ 49.50	\$ 49.50
1	Side Stand Extension	FMSA-MT-SSE	\$ 39.60	\$ 39.60
1	Radio Connection Plug Code A (3)	FMSA-EL-RPP	\$ 11.00	\$ 11.00
1	Accessory I-III Connection Plugs (3)	FMSA-EL-ACP	\$ 10.45	\$ 10.45
1	Radar Connection Plug	FMSA-EL-RCP	\$ 10.45	\$ 10.45
1	Fairing USB Outlet w/ Voltmeter & On/Off Switch	FMSA-EA-USB	\$ 53.90	\$ 53.90
1	Speaker Connection Plugs	FMSA-EL-SCP	\$ 10.45	\$ 10.45
1	Helmet Headset Connection Plugs	FMSA-EL-HHP	\$ 10.45	\$ 10.45
1	Front Fused Power Socket Harness	FMSA-EL-FFH	\$ 36.30	\$ 36.30
1	Front Radar Antenna Mount	FMSA-AMF	\$ 50.60	\$ 50.60
1	Rear Radar Antenna Mount	FMSA-AMR	\$ 53.90	\$ 53.90

INVOICE

FROM:

BMW Motorcycles Of North Dallas

900 Avenue K suite #100

Plano, TX 75074 P) 972-881-0774 F) 972-881-1326

Invoice order #

TO:

City of Pharr

P.O.Box 1729

Pharr, Tx 78577 P) 956-402-4231

Date _____

Item	Quantity	Description	Unit Price	Ext. Unit Price
1	2	Purchase of one BMW motorcycles per bid specs accepted by the city of on PO #		
		R1250RTP vin#	\$29,449.66	\$29,449.66
		R1250RTP vin#	\$29,446.66	\$29,446.66
		Terms: Date		
		Due upon receipt of invoice		
		SUB-TOTAL		\$58,896.32
		TAX		\$0.00
TAX #		Total Amount Owed		\$58,896.32

RGV Cycles
502 E Interstate Hwy 2
San Juan TX 78589
P: 956-627-2222 F: 956-999-8212



City Of Pharr

Buyer's Order

Date
Deal No.
Salesperson Michael Garcia
Lienholder None

H C9566504943

Email phpd1388@pd.pharr-texas.gov

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2022	BMW	R12RTP		BMW	\$22,450.00
New	2022	BMW	22RT	WB10L0300N6E94836	BMW94836	\$22,450.00

Options:

police light install	\$3,021.79 D	Dealer Unit Price	\$44,900.00
acc light install	\$1,426.48 D	Factory Options	\$0.00
		Added Accessories	\$8,000.00
		Freight	\$0.00
		Dealer Prep	\$0.00
		Registration Fees	\$192.50
		TX DPS Inspection	\$14.00

Option Created From Sales Deal

\$3,551.73 D

Cash Price	\$53,106.50
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$53,106.50
Sales Tax	\$47.15
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$125.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Notes:

Trade Information

Total Other Charges	\$172.15
Sub Total (Net Sale + Other Charges)	\$53,278.65
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$53,278.65

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

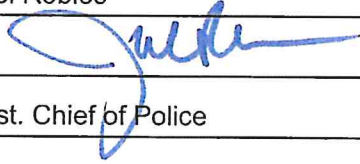
Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

Alamo BMW Price Quote					
Model Offered	Year	Make	Model	Color	Unit Price
	2022	BMW	R1250RT-P	Black	28,773.04
				Date	Qty
					2
				8/6/2021	
				Total	57,546.08
Total Price					57,546.08

REQUEST FOR AVAILABILITY OF FUNDS - ROLLING STOCK VEHICLES, LIGHT, MEDIUM, HEAVY DUTY TRUCKS, SEDANS, VANS, BACKHOES, TRACTORS ETC

DEPARTMENT SUBMITTING REQUEST

TYPE/PRINT NAME: Joel Robles
SIGNATURE: 
TITLE: Asst. Chief of Police
DEPARTMENT: Police
DATE: 03/09/2022

ON-ROAD/OFF-ROAD UNITS

IS ITEM TO BE PURCHASED TO BE A N-NEW ADDITION TO THE FLEET? YES / NO	IS ITEM TO BE PURCHASED R - REPLACING AN EXISTING CITY FLEET UNIT? YES / NO	SPECIFY UNIT NUMBER _____ (TO BE REPLACED)
---	---	--

Please type description of item to be purchased including accessories:

Two (2) - 2022 BMW R1250RT-P Police Motorcycles

TRUCK PICK-UP	BED TYPE	CAB TYPE	SEDANS	VANS
☐ 1/2 TON ☐ 2WD ☐ 3/4 TON ☐ 4WD ☐ 1 TON ☐ GAS ☐ DSL OTHER: _____	☐ FLAT BED ☐ L/B-LONGBED ☐ S/B-SHORT BED ☐ UT. SERV. BODY OTHER: _____	☐ CREW CAB ☐ EXTENDED CAB ☐ STANDARD CAB ☐ SPORT UTILITY OTHER: _____	☐ COMPACT ☐ INTERMEDIATE ☐ FULL SIZE ☐ POLICE PURSUIT OTHER: _____	☐ MINI ☐ PASSENGER ☐ EXTENDED ☐ CARGO OTHER: _____

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 21-512-8803-000

ESTIMATED COST: \$57,546.08

BUDGET INFORMATION:

BUDGETED ☐ NOT BUDGETED ☒

FUND NAME: Automotive

ACCOUNT NUMBER(S):

INCLUDE PROJ.ID(S):

AMOUNT: \$58,000

SIGNATURE: 

TITLE:

DATE: 3/17/22

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with Garcia Infrastructure Consultants, LLC for additional Professional Engineering Services for the Sanitary Sewer Collection Improvements and Lift Station 1, 29, and 33 Elimination Project.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Under the professional engineering services agreement with Garcia Infrastructure Consultants, LLC, for the Sanitary Sewer Collection Improvements and Lift Station 1, 29 and 33 Elimination Project, there is a separate project called the Lift Station #31 and Replacement Force Main (the "Project"). A portion of the Project needs to be accelerated due to new development at 108 W. Nolana Loop. The new development will be a coffee shop in Los Hoteles No. 2 Subdivision, which received a Notice to Proceed on March 09, 2022, for utility improvements.

Amendment Number 2 is to develop plans and specifications for the portion of the Project at Los Hoteles No. 2. By extracting this portion of the Project and creating a new project, the City can accelerate construction.

The alignment of the Project at Los Hoteles No. 2 falls along the north and east perimeter of the new development. The current goal is to install the 10-inch force main and 12-inch sanitary sewer line before the flatwork is poured. Otherwise, if construction of these lines is not accelerated, the window of opportunity will be missed and there will be disruptions to business operations.

Please note that the Project is receiving funding from the Texas Water Development Board (TWDB). The accelerated project may not qualify for reimbursement in design and/or construction. The City is currently in discussions with the TWDB. However, funding will not be lost, it will just need to be transferred to a different project, and the accelerated project will need to be paid for with 100% local funds. The engineer's estimate for the accelerated project is approximately \$274,000.

(PROJECT# 1819-61-587-S028-001)

Fiscal Consideration:

Original Contract: 729,500

Amendment No. 1: \$19,675
Amendment No. 2: \$60,500
Revised Contract: \$809,675

Staff Recommendation: Staff recommends approval of Amendment Number 2 in the amount of \$60,500.

Alternatives: Keep the Project as it is and install the force main and sanitary sewer line after the new development has been completed.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel	Created/Initiated - 3/15/2022
Ruben Rosales	Approved - 3/15/2022
Ignacio Amezcua	Approved - 3/15/2022
Patricia Rigney	Approved - 3/16/2022
Karla Saavedra	Approved - 3/18/2022
City Management Office	Final Approval - 3/18/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 2

The Contract between **Garcia Infrastructure Consultants, LLC** and the **City of Pharr** which was executed by the parties on **May 13, 2019** for the **Sanitary Sewer Collection Improvements and Lift Stations No. 1, 29 & 33 Elimination Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work (See Exhibit A)
- B. Modification to Section 4—Termination—Project Schedule (See Exhibit A)
- C. Modification to Section 5 – Professional Service Fee – Increase to Fee by \$60,500 (See Exhibit A)

This amendment adds **\$60,500.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 749,175.00 to **\$ 809,675.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 2

Garcia Infrastructure Consultants, LLC
12042 Blanco Rd., Suite 203
San Antonio, Texas 78216

Javier Garcia, PE
ENGINEER

By: _____
Signature

SIGNED on this the _____ day of _____, 20 ____.

Ed Wylie
Interim City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

Exhibit A

SCOPE OF SERVICES

Lift Station 31 and Replacement Force Main Modifications Lift Station 31 Force Main & Sewer Main Improvements– Starbucks Café February 1, 2022

This document defines Garcia Infrastructure Consultant's (GIC) professional engineering services related to the subject project.

1.0 PROJECT SUMMARY

GIC was engaged to assist the City of Pharr with the following:

- *Lift Station No. 31 and Replacement Force Main Plans Modifications*

Modify the alignment of the proposed force main from Station 13+36 to 30+14. This modification is required to eliminate the conflicts between the proposed Force Main and development of the McColl Apartments. Drawing Sheet C22 to C26 (5 sheets) will be revised to move the proposed force main.

- *Lift Station 31 Force Main and Sewer Main Improvements – Starbucks Café*

Develop construction plans to install approximately 870-lf of the 8-inch sewer main and 16-inch Force Main within the future site of the Starbucks Café and associated Parking Lot. The installation of the Sewer and Water Main are required to allow development of the Starbucks Café ahead of the Lift Station 31 and Force Main Project.

2.0 PURPOSE

This work allows the installation of the section of sewer and force main that is currently in conflict with the proposed development of the Starbucks Café and McColl Apartments. The schedule associated with the TWDB Funded Lift Station 31 and Replacement Force Main does not match development of the Starbucks Café and McColl Apartments. The sewer and force main must be installed as soon as possible to again allow development of the Starbucks Café and McColl Apartments.

3.0 SCOPE OF SERVICES

Scope of services are outlined below:

- *Lift Station No. 31 and Replacement Force Main Plans Modifications*

Modify Drawing Sheet C22 to C26 to reflect new alignment to eliminate conflict with proposed McColl Apartments. These changes will impact other reference drawings such as the SW3P and quantities.

The existing Lift Station 31 and Replacement Force Mains Plans will be revised, and changes will be reflected in the 100% Submittal.

- ***Lift Station 31 Force Main and Sewer Main Improvements – Starbucks Café***

Develop new bid documents to include the section of sewer and force main currently in conflict with proposed Starbucks Café Development. These bid documents would be issued separately from the Lift Station 31 and Replacement Force Main Project and construction completed prior to the planned development of the Starbucks Café.

PROJECT MILESTONES

TASK A- LIFT STATION NO. 31 AND REPLACEMENT FORCE MAIN PLANS MODIFICATIONS

Task A1- 100% Design Phase

Submit final sealed construction drawings and specifications for bidding, attend pre-bid meeting, and issue addenda as applicable.

TASK B- LIFT STATION 31 FORCE MAIN AND SEWER MAIN IMPROVEMENTS – STARBUCKS CAFÉ

Task B1- 90% Design Phase

Design Documents (construction plans and specifications) and construction cost estimate. Plans will be submitted to the City of Pharr for review and approval.

Task B2- 100% Design Phase

Submit final sealed construction drawings and specifications for bidding

Task B3- Bid Phase Services

Conduct and attend pre-bid meeting, issue addenda as applicable, review bids, and prepare recommendation for award.

Task B4- Construction Phase Services and Close Out

Submittal (shop drawing) review, site visits, respond to RFIs, proposal/change order review and prepare record drawings.

PRELIMINARY DRAWING LIST

LIFT STATION 31 FORCE MAIN AND SEWER MAIN IMPROVEMENTS – STARBUCKS CAFÉ

Construction plans will be submitted electronically, and two (2) hard copies will be provided. A preliminary drawing list is summarized below:

Preliminary Drawing List

Sheet No.	Description	# Of Sheets
G1	Cover Sheet & Index of Drawings	1
G2	General Notes	1
G3	Summary of Quantities	1
G4	Project Layout and Control Sheets	1
G5	Stormwater Pollution Prevention Plan	1
G6	Stormwater Pollution Prevention Plan Details	1
C-1 - C-2	Plan and Profile Sheets (Force Main and Sewer Main)	2
-	Bypass Plan	1
-	Traffic Control Plan	1
-	Details	2
TOTAL		12

Specifications will be provided.

Deliverables: Electronic PDF files of design documents (specifications and drawings) and two (2) hard copies. Plans will be provided on 11X17 (half size).

90% DESIGN PHASE

- a. Finalize 90% design deliverables including final plan and profile documents, structure designs, utility relocations, special details including bidding and contract documents.
- b. Finalize project permits and regulatory requirements.
- c. Prepare 90% Engineer's Cost Estimate. Cost estimate should be a Class 1 Estimate as described in AACE Recommended Practice No. 56R-08.
 - a. Perform 90% internal quality management including control and assurance.
 - b. Submit 90% Deliverable.

100% DESIGN PHASE

- a. Address and respond to 90% Bid Documents comments
- b. Prepare Final Engineer's Cost Estimate. Cost estimate should be a Class 1 Estimate as described in AACE Recommended Practice No. 56R-08.

- c. The Consultant shall provide unsigned bidding documents and plan to the City of Pharr to review prior to project advertisement for review.
- d. Address and respond to 100% Unsigned Bid Documents comments.
- e. Submit signed and sealed Documents for Advertising.
- f. Prepare the Engineer's letter of recommendation for the lowest responsible bidder. The Consultant also needs to submit a bid analysis of lowest responsible bidder.

BID PHASE SERVICES

- a. Prepare Meeting Agenda and participate in Pre-Bid and Bid Opening conference.
- b. Addenda preparation.
- c. Review and evaluate bids including performing verification of Contractor's qualifications and references.

CONSTRUCTION PHASE SERVICES AND CLOSEOUT

- a. Participate in pre-construction conference and provide meeting minutes.
- b. Participate and lead monthly construction progress meetings to discuss construction issues, changes in work, schedule, etc. Issue agenda and meeting minutes (assume 4-month construction schedule and one (1) meeting/month).
- c. Assist the City of Pharr with change orders including cost estimates.
- d. Meet with governing authorities (as needed) to ensure cooperation and compliance with permit requirements.
- e. Coordinate construction layout requirements with the Contractor and City of Pharr Inspector.
- f. Three (3) periodic monthly site visits to observe the progress and overall quality of the work.

Our fee is based on a 5-month construction schedule.

- g. Review contractor's monthly construction estimates and make recommendations for payment. Shall review changes or alterations to the design, provide recommendations and preparation of change order associated with these changes (assume 1-hr/pay estimate).
- h. Review and evaluate all shop drawings and submittals provided by the contractor for compliance with design concepts (assume ten (10) submittals).

- i. Conduct a substantial inspection of the project limits once completed, keep record of deficiencies and report on the completion of the project
- j. Conduct a final inspection of the project limits once completed, keep record of deficiencies and report on the completion of the project.
- k. Prepare the Final Change Order (over and under(s)) recapitulation of the Project in conjunction with the final pay request.
- l. Prepare Record Drawings of the constructed project based on change order revisions and as built information provided by the contractor.

Three (3) hard copies of the Final Signed and Sealed Plans (11 X 17) and Specifications will be provided to the City of Pharr upon request at the start of the Construction Phase.

BASIS OF COMPENSATION

Refer to **Table 1** for a summary fee breakdown by task.

Table 1

Task A- Lift Station 31 and Force Main Replacement Plans Modifications

Task Number	Description	Fee
A1	100% Design Phase	\$ 22,500.00
Subtotal Fee		\$ 22,500.00

Task B- Lift Station Force Main and Sewer Main Improvements- Starbucks Café

Task Number	Description	Fee
B1	90% Design Phase	\$ 16,000.00
B2	100% Design Phase	\$ 9,000.00
B3	Bid Phase Services	\$ 5,500.00
B4	Construction Phase Services & Closeout	\$ 7,500.00
Subtotal Fee		\$ 38,000.00
Total Fee		\$ 60,500.00

4.0 SCHEDULE

Refer to **Attachment A** for our project schedule.

ATTACHMENT A

Project Schedule

Project Schedule
 Lift Station 31 and Replacement Force Main Modifications
 Lift Station 31 Force Main & Sewer Main Improvements– Starbucks Café
 February 1, 2022



	Phase	Calendar Days Used	Beginning Date	Completion Date
90% Design	NTP 90%	0	2/14/2022	2/14/2022
	Prepare 90% Design	45	2/14/2022	3/31/2022
	QA/QC Review 90% Design	7	2/14/2022	2/21/2022
	Address 90% QA/QC Comments	7	3/31/2022	4/7/2022
	Submit 90% Design to Owner	0	4/7/2022	4/7/2022
	Owner 90% Design Review	14	4/7/2022	4/21/2022
	Response to 90% Design Owner Comments	7	4/21/2022	4/28/2022
	Prepare 100% Unsigned Design	7	4/28/2022	5/5/2022
	QA/QC Review 100% Unsigned Design	3	5/5/2022	5/12/2022
	Address 100% Unsigned Design QA/QC Comments	4	5/12/2022	5/15/2022
	Submit 100% Signed and Sealed to OWNER	0	5/15/2022	5/19/2022
100% Design and Bid Phase	Bid Phase (Advertise)	30	5/19/2022	6/18/2022
	Evaluate Bid, Bid Tabulation, and Recommend Award	7	6/18/2022	6/25/2022
	Board Approval	21	6/25/2022	7/16/2022
	Execute Contract/NTP	14	7/16/2022	7/30/2022
Construction Phase	Substantial Completion	120	7/30/2022	11/27/2022
	Final Completion	30	11/27/2022	12/27/2022
	Draft Record Drawings	7	12/27/2022	1/3/2023
	Final Record Drawings	7	12/27/2022	1/3/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to amend agreement with G2 Arch in the amount of \$540,334 for the EMS and Fire Department Headquarters.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City is currently under contract with G2 Arch for the Master Plan, as well as the design and construction administration of the EMS & Fire Department Headquarters (HQ). In addition to HQ, the Master Plan includes a Fireman's Park, Helipad & Hanger, and a new Fire Station Number 1.

In order to achieve uniformity in style, cohesiveness across the entire development, simplify contract administration, and fast track design, it is best to engage the same architect for the design and construction administration of the remaining improvements.

Amendment Number 1 is for the design and construction administration of the Fireman's Park, Helipad & Hanger, and Fire Station Number 1, as well as an increase in fee for HQ.

(PROJECT# 2122-01-510-S011-001)

Fiscal Consideration:

OVERALL

Original Contract: \$570,342

Amendment No. 1: \$540,334

Revised Contract: \$1,110,676

AMENDMENT No. 1 BREAKDOWN BY PROJECT

EMS & FD HQ: \$99,877 (original is \$570,342 and revised amount is \$670,219)

Fire Station No. 1: \$223,500

Helipad & Hanger: \$103,423

Fireman's Park: \$113,534

Total Amend. No. 1: \$540,334

Staff Recommendation: Staff recommends approval of Amendment Number 1 in the amount of \$540,334 to the Professional Architect Services Agreement with G2 Arch for the EMS & Fire Headquarters.

Alternatives: Engage a different architect(s) from the City's Professional Architect Services pool.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Maria Rangel

Created/Initiated - 3/16/2022

Ignacio Amezcua

Approved - 3/16/2022

Patricia Rigney

Approved - 3/16/2022

Karla Saavedra

Approved - 3/18/2022

City Management Office

Final Approval - 3/18/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECT SERVICES**

AMENDMENT NO. 1

The Contract between **G2 Arch** and the **City of Pharr** which was executed by the parties on **December 28, 2021** for the **Emergency Management Service (EMS) & Fire Department Headquarters**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work
 - 1. EMS & Fire Department Headquarters: See Exhibit A
 - 2. Fire Station Number 1: See Exhibit B
 - 3. Helipad & Hanger: See Exhibit C
 - 4. Fireman’s Park: See Exhibit D

- B. Modification to Section 4 – Termination – Update and Addition to Schedule –See Exhibit E
 - 1. EMS & Fire Department Headquarters: 914 days
 - 2. Fire Station Number 1: 643 days
 - 3. Helipad & Hanger: 750 days
 - 4. Fireman’s Park: 690 days

- C. Modification to Section 5 – Professional Service Fee – Increase to Fee by \$540,334 – See Exhibit F
 - 1. EMS & Fire Department Headquarters: Add \$99,877
 - 2. Fire Station Number 1: New fee of \$223,500 for revised fee of \$670,219
 - 3. Helipad & Hanger: New fee of \$103,423
 - 4. Fireman’s Park: New fee of \$113,534

This amendment adds **\$540,334.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 570,342.00 to **\$ 1,110,676.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

**G2 Arch
400 S. 1st St.
McAllen, Tx 78501**

**Gilbert Gallegos, AIA
ARCHITECT**

By: _____
Signature

SIGNED on this the _____ day of _____, 20 ____.

Ed Wylie
Interim City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

Exhibit A



March 14, 2022 (Revised)

Edward M. Wylie, Interim City Manager
City of Pharr
118 South Cage Boulevard
P.O. Box 1729
Pharr, Texas 78577

Subj: City of Pharr – Emergency Management Service & Fire Department

Dear Mr. Wylie:

As per your request I am pleased to submit this proposal for Design Professional of Record Services for the project identified above and described below:

Project Description and Scope:

The services include architectural design/construction administration, civil engineering, structural engineering, mechanical, electrical and plumbing engineering and landscape design. Our proposed total fee is \$670,219 or 7% of construction estimate of \$9,574,560 provided as target Owner wishes to achieve. Included in this fee will be FF&E and IT/AV which is typically included as an additional service. Fee will be adjusted accordingly if budget increases more than 5% from this amount. We will collaborate with project team and stakeholders to expedite the project duration and meet the Owner's expectations.

A&E Project Scope:

1. **Architectural Services:** shall consist of design development, sealed construction document drawings, specifications and contract administration (shop drawing review, site visits and construction administration). Included in Basic Services is the Master Planning of City of Pharr owned property which will include Fireman's Park, New Fire Station, EMS Heliport and Support Parking near water tower.
2. **Civil engineering:** shall consist of site grading, utility coordination, design development drawings, development approval by appropriate jurisdiction, construction drawings, specifications and construction observations by Civil Engineer.
3. **Structural Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits when required.
4. **Mechanical, Electrical and Plumbing Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits if required.
5. **Landscape Design:** Landscape Design is included as part of Basic Services.
6. **Audio Visual & Information Technology:** Included in design to support AV & IT technology and will work closely with your department to provide necessary infrastructure.
7. **Furniture Fixture & Equipment:** Included as part of Basic Service is design & selection of furniture for spaces to be located within building.

Compensation - Base Fee: The base compensation for the above services shall be: 7.00% of estimated construction costs of \$9,574,560.

Master Planning Phase	4.26%	\$ 28,520
Schematic Design Phase	15.37%	\$ 103,028
Design Development Phase	25.37%	\$ 170,050
Construction Document Phase	30.00%	\$201,066
Bidding or Negotiation Phase	5.00%	\$ 33,511
Construction Phase	20.00%	\$134,044
Total Basic Compensation	100%	\$ 670,219

Services Not Included:

- ❖ Surveying
- ❖ Traffic Impact Analysis
- ❖ Material sampling and /or testing
- ❖ Permit and regulatory fees
- ❖ Geotechnical engineering
- ❖ Fire protection engineering
- ❖ Environmental testing and /or abatement
- ❖ Signage plans or specifications.

Reimbursable Services, if any:

All printing and delivery charges, any travel expenses, TAS / TDLR (State of Texas) review and inspection fees shall be reimbursable at 1.1 times invoice.

Additional and Reimbursable Services:

All significant changes to the drawings upon substantial completion of construction documents. Site visits or meetings for additional scope of work and /or not included in Basic Services. Additional labor due to incorrect information furnished by others.

Compensation for additional Services, if any:

Additional services shall be for major scope changes only and shall be separately approved by written lump sum agreement or approved hourly rates.

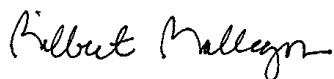
Professional E&O Insurance:

GPM dba G2 and/or Gilbert Gallegos, AIA carries Professional Liability Errors & Omission Insurance with coverage of \$1,000,000 per occurrence.

Terms:

Payment due within **30 days** of billing.

Respectfully,



Gilbert Gallegos, AIA

Exhibit B

G2arch

March 14, 2022

Edward M. Wylie, Interim City Manager
City of Pharr
118 South Cage Boulevard
P.O. Box 1729
Pharr, Texas 78577

Subj: City of Pharr – Fire Substation

Dear Mr. Wylie:

As per your request I am pleased to submit this proposal for Design Professional of Record Services for the project identified above and described below:

Project Description and Scope:

The services include architectural design/construction administration, civil engineering, structural engineering, mechanical, electrical and plumbing engineering and landscape design. Our proposed total fee is \$223,500 or 6% of construction estimate of \$3,725,000 provided as target Owner wishes to achieve. Included in this fee will be FF&E and IT/AV which is typically included as an additional service. Fee will be adjusted accordingly if budget increases more than 5% from this amount. We will collaborate with project team and stakeholders to expedite the project duration and meet the Owner's expectations.

A&E Project Scope:

1. **Architectural Services:** shall consist of design development, sealed construction document drawings, specifications and contract administration (shop drawing review, site visits and construction administration). Included in Basic Services is the Master Planning of City of Pharr owned property which will include Fireman's Park, New Fire Station, EMS Heliport and Support Parking near water tower.
2. **Civil engineering:** shall consist of site grading, utility coordination, design development drawings, development approval by appropriate jurisdiction, construction drawings, specifications and construction observations by Civil Engineer.
3. **Structural Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits when required.
4. **Mechanical, Electrical and Plumbing Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits if required.
5. **Landscape Design:** Landscape Design is included as part of Basic Services.
6. **Audio Visual & Information Technology:** Included in design to support AV & IT technology and will work closely with your department to provide necessary infrastructure.
7. **Furniture Fixture & Equipment:** Included as part of Basic Service is design & selection of furniture for spaces to be located within building.

Compensation - Base Fee: The base compensation for the above services shall be: 6.00% of estimated construction costs of \$3,725,000.

Schematic Design Phase	15%	\$ 33,525
Design Development Phase	30%	\$ 67,050
Construction Document Phase	30%	\$ 67,050
Bidding or Negotiation Phase	5%	\$ 11,175
Construction Phase	20%	\$ 44,700
Total Basic Compensation	100%	\$ 223,500

Services Not Included:

- ❖ Surveying
- ❖ Traffic Impact Analysis
- ❖ Material sampling and /or testing
- ❖ Permit and regulatory fees
- ❖ Geotechnical engineering
- ❖ Fire protection engineering
- ❖ Environmental testing and /or abatement
- ❖ Signage plans or specifications.

Reimbursable Services, if any:

All printing and delivery charges, any travel expenses, TAS / TDLR (State of Texas) review and inspection fees shall be reimbursable at 1.1 times invoice.

Additional and Reimbursable Services:

All significant changes to the drawings upon substantial completion of construction documents. Site visits or meetings for additional scope of work and /or not included in Basic Services. Additional labor due to incorrect information furnished by others.

Compensation for additional Services, if any:

Additional services shall be for major scope changes only and shall be separately approved by written lump sum agreement or approved hourly rates.

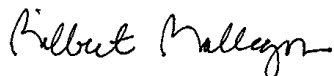
Professional E&O Insurance:

GPM dba G2 and/or Gilbert Gallegos, AIA carries Professional Liability Errors & Omission Insurance with coverage of \$1,000,000 per occurrence.

Terms:

Payment due within **30 days** of billing.

Respectfully,



Gilbert Gallegos, AIA

Exhibit C

G2arch

March 14, 2022

Edward M. Wylie, Interim City Manager
City of Pharr
118 South Cage Boulevard
P.O. Box 1729
Pharr, Texas 78577

Subj: City of Pharr – Helipad and Hanger

Dear Mr. Wylie:

As per your request I am pleased to submit this proposal for Design Professional of Record Services for the project identified above and described below:

Project Description and Scope:

The services include architectural design/construction administration, civil engineering, structural engineering, mechanical, electrical and plumbing engineering and landscape design. Our proposed total fee is \$103,423 or 5% of construction estimate of \$2,068,456 provided as target Owner wishes to achieve. Included in this fee will be FF&E and IT/AV which is typically included as an additional service. Fee will be adjusted accordingly if budget increases more than 5% from this amount. We will collaborate with project team and stakeholders to expedite the project duration and meet the Owner's expectations.

A&E Project Scope:

1. **Architectural Services:** shall consist of design development, sealed construction document drawings, specifications and contract administration (shop drawing review, site visits and construction administration). Included in Basic Services is the Master Planning of City of Pharr owned property which will include Fireman's Park, New Fire Station, EMS Heliport and Support Parking near water tower.
2. **Civil engineering:** shall consist of site grading, utility coordination, design development drawings, development approval by appropriate jurisdiction, construction drawings, specifications and construction observations by Civil Engineer.
3. **Structural Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits when required.
4. **Mechanical, Electrical and Plumbing Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits if required.
5. **Landscape Design:** Landscape Design is included as part of Basic Services.

Compensation - Base Fee: The base compensation for the above services shall be: 5.00% of estimated construction costs of \$2,068,456.

Schematic Design Phase	15%	\$ 15,513
Design Development Phase	30%	\$ 31,037
Construction Document Phase	30%	\$ 31,027
Bidding or Negotiation Phase	5%	\$ 5,171
Construction Phase	20%	\$ 20,685
Total Basic Compensation	100%	\$ 103,423

Services Not Included:

- ❖ Surveying
- ❖ Traffic Impact Analysis
- ❖ Material sampling and /or testing
- ❖ Permit and regulatory fees
- ❖ Geotechnical engineering
- ❖ Fire protection engineering
- ❖ Environmental testing and /or abatement
- ❖ Signage plans or specifications.

Reimbursable Services, if any:

All printing and delivery charges, any travel expenses, TAS / TDLR (State of Texas) review and inspection fees shall be reimbursable at 1.1 times invoice.

Additional and Reimbursable Services:

All significant changes to the drawings upon substantial completion of construction documents. Site visits or meetings for additional scope of work and /or not included in Basic Services. Additional labor due to incorrect information furnished by others.

Compensation for additional Services, if any:

Additional services shall be for major scope changes only and shall be separately approved by written lump sum agreement or approved hourly rates.

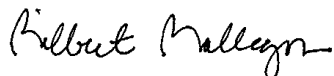
Professional E&O Insurance:

GPM dba G2 and/or Gilbert Gallegos, AIA carries Professional Liability Errors & Omission Insurance with coverage of \$1,000,000 per occurrence.

Terms:

Payment due within **30 days** of billing.

Respectfully,



Gilbert Gallegos, AIA

Exhibit D

G2arch

March 14, 2022

Edward M. Wylie, Interim City Manager
City of Pharr
118 South Cage Boulevard
P.O. Box 1729
Pharr, Texas 78577

Subj: City of Pharr – Fireman’s Park

Dear Mr. Wylie:

As per your request I am pleased to submit this proposal for Design Professional of Record Services for the project identified above and described below:

Project Description and Scope:

The services include architectural design/construction administration, civil engineering, structural engineering, mechanical, electrical and plumbing engineering and landscape design. Our proposed total fee is \$113,534 or 5% of construction estimate of \$2,270,688 provided as target Owner wishes to achieve. Included in this fee will be FF&E and IT/AV which is typically included as an additional service. Fee will be adjusted accordingly if budget increases more than 5% from this amount. We will collaborate with project team and stakeholders to expedite the project duration and meet the Owner’s expectations.

A&E Project Scope:

1. **Architectural Services:** shall consist of design development, sealed construction document drawings, specifications and contract administration (shop drawing review, site visits and construction administration). Included in Basic Services is the Master Planning of City of Pharr owned property which will include Fireman’s Park, New Fire Station, EMS Heliport and Support Parking near water tower.
2. **Civil engineering:** shall consist of site grading, utility coordination, design development drawings, development approval by appropriate jurisdiction, construction drawings, specifications and construction observations by Civil Engineer.
3. **Structural Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits when required.
4. **Mechanical, Electrical and Plumbing Engineering:** shall consist of design development, sealed construction drawings and specifications, site visits if required.
5. **Landscape Design:** Landscape Design is included as part of Basic Services. If Landscape Architect does not have experience to design playscape a separate playground consultant will be brought to be part of team.

Compensation - Base Fee: The base compensation for the above services shall be: 5.00% of estimated construction costs of \$2,270,688.

Schematic Design Phase	15%	\$ 17,030
Design Development Phase	30%	\$ 34,060
Construction Document Phase	30%	\$ 34,060
Bidding or Negotiation Phase	5%	\$ 5,677
Construction Phase	20%	\$ 22,707
Total Basic Compensation	100%	\$ 113,534

Services Not Included:

- ❖ Surveying
- ❖ Traffic Impact Analysis
- ❖ Material sampling and /or testing
- ❖ Permit and regulatory fees
- ❖ Geotechnical engineering
- ❖ Fire protection engineering
- ❖ Environmental testing and /or abatement
- ❖ Signage plans or specifications.

Reimbursable Services, if any:

All printing and delivery charges, any travel expenses, TAS / TDLR (State of Texas) review and inspection fees shall be reimbursable at 1.1 times invoice.

Additional and Reimbursable Services:

All significant changes to the drawings upon substantial completion of construction documents. Site visits or meetings for additional scope of work and /or not included in Basic Services. Additional labor due to incorrect information furnished by others.

Compensation for additional Services, if any:

Additional services shall be for major scope changes only and shall be separately approved by written lump sum agreement or approved hourly rates.

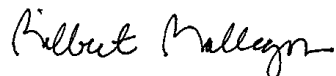
Professional E&O Insurance:

GPM dba G2 and/or Gilbert Gallegos, AIA carries Professional Liability Errors & Omission Insurance with coverage of \$1,000,000 per occurrence.

Terms:

Payment due within **30 days** of billing.

Respectfully,



Gilbert Gallegos, AIA

Exhibit E

ID		Task Mode	Task Name	Duration	Start	Finish	Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024		
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1			2022-01-25 - Administration Facility	914 days	Mon 11/1/21	Thu 5/2/24																																				
1			Amend G2 Arch Contract	30 days	Fri 2/18/22	Sat 3/19/22																																				
2			Pre-Design	90 days	Mon 11/1/21	Sat 1/29/22																																				
3			Design	181 days	Sun 1/30/22	Sat 7/30/22																																				
22			CMAR Procurement	92 days	Mon 2/28/22	Mon 5/30/22																																				
37			100% CD GMP Development	95 days	Fri 7/29/22	Mon 10/31/22																																				
50			Construction	490 days	Mon 10/31/22	Mon 3/4/24																																				
56			Post-Construction	59 days	Tue 3/5/24	Thu 5/2/24																																				
2			2022-01-25 - Fire Station	643 days	Thu 2/17/22	Tue 11/21/23																																				
1			Pre-Design	1 day	Thu 2/17/22	Thu 2/17/22																																				
2			Design	163 days	Thu 2/17/22	Fri 7/29/22																																				
15			CMAR Procurement	86 days	Mon 2/28/22	Tue 5/24/22																																				
28			GMP Development	81 days	Fri 7/29/22	Mon 10/17/22																																				
40			Construction	370 days	Mon 10/17/22	Sun 10/22/23																																				
46			Post-Construction	30 days	Mon 10/23/23	Tue 11/21/23																																				
51				36 days	Sun 4/16/23	Sun 5/21/23																																				
3			2022-01-25 - Fireman's Park	690 days	Mon 7/25/22	Thu 6/13/24																																				
1			Pre-Design	90 days	Mon 7/25/22	Sat 10/22/22																																				
2			Design	180 days	Sun 10/23/22	Thu 4/20/23																																				
10			CMAR Procurement	93 days	Sat 11/26/22	Mon 2/27/23																																				
23			GMP Development	90 days	Fri 4/21/23	Wed 7/19/23																																				
35			Construction	300 days	Wed 7/19/23	Tue 5/14/24																																				
41			Post-Construction	30 days	Wed 5/15/24	Thu 6/13/24																																				
4			2022-01-25 - Heliport & Hangar	750 days	Mon 3/28/22	Mon 4/15/24																																				
1			Pre-Design	90 days	Mon 3/28/22	Sat 6/25/22																																				
2			Design	180 days	Sun 6/26/22	Thu 12/22/22																																				
10			CMAR Procurement	75 days	Thu 7/14/22	Mon 9/26/22																																				
23			GMP Development	88 days	Fri 12/23/22	Mon 3/20/23																																				
35			Construction	360 days	Wed 3/22/23	Sat 3/16/24																																				
41			Post-Construction	30 days	Sun 3/17/24	Mon 4/15/24																																				
Project: FIRE EMS Master Sched Date: Tue 3/15/22			Task		Project Summary		Manual Task		Start-only		Deadline																															
			Split		Inactive Task		Duration-only		Finish-only		Progress																															
			Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																															
			Summary		Inactive Summary		Manual Summary		External Milestone																																	
Page 1																																										

Exhibit F

City of Pharr EMS/FD Development Fee Amendment Schedule

Facility	Construction Budget	Fee %	Fee Amount	Services Included
EMS/FD Administration	\$ 9,574,560	7%	\$ 670,219	Architecture, Civil Engineering, Structural Engineering, MEP Engineering, Landscape Architecture, AV/IT Design, Furniture Consultant
Fire Substation	\$ 3,725,000	6%	\$ 223,500	Architecture, Civil Engineering, Structural Engineering, MEP Engineering, Landscape Architecture, AV/IT Design, Furniture Consultant
Helipad & Hanger	\$ 2,068,456	5%	\$ 103,423	Architecture, Civil Engineering, Structural Engineering, MEP Engineering, Landscape Architecture
Fireman's Park	\$ 2,270,688	5%	\$ 113,534	Architecture, Civil Engineering, Structural Engineering, MEP Engineering, Landscape Architecture, Playground Consultant
	\$ 17,638,704		\$ 1,110,676	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: February 16, 2022

MEETING DATE: March 21, 2022

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Amendment No. 2 in the amount of \$13,032.31 to the agreement with Millennium Engineers Group, Inc., for additional construction material testing services for the Fiscal Year 2015 Donations Acceptance Program (FY 15 DAP) projects: Northbound Lanes (CSJ: 0921-02-385) and 2nd BSIF Exit (CSJ: 0921-02-383).

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Amendment Number 2 is for an increase of \$13,032.31 to the agreement with Millennium Engineers Group, Inc. (MEG) for additional construction material testing (CMT) services for the Fiscal Year 2015 Donations Acceptance Program (FY 15 DAP) projects: Northbound Lanes (CSJ: 0921-02-385) and 2nd BSIF Exit (CSJ: 0921-02-383). The additional cost can be covered by the remaining balance on PO #176063 for MEG's CMT agreement for the City of Pharr/PSJA ISD/UTRGV Aquatic Facility.

Amendment Number 1 was executed on November 04, 2021.

Fiscal Consideration: Original Contract Amount: \$50,142.63

Amendment No. 1 \$21,958.43

Amendment No. 2 \$13,032.31 (Aquatic Facility CMT Funds to be reallocated to FY15 DAP CMT Funds)

Revised Contract Amount: \$85,133.37

Staff Recommendation: Staff recommends approval of Amendment Number 2 to the contract with Millennium Engineers Group, Inc. for additional construction material testing services for the FY15 DAP Northbound Lanes & 2nd BSIF Exit.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas

Created/Initiated - 2/16/2022

Maria Rangel
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Approved - 3/15/2022
Approved - 3/15/2022
Approved - 3/15/2022
Approved - 3/15/2022
Final Approval - 3/18/2022



CHANGE ORDER

Contractor: Millenium Engineers Group Inc.

Change Order No.: 2

Project: FY15 DAP NB Lanes Expansion & 2nd BSIF Exit

Date: 2/15/2022

Project #1718-01-528-S016-187

Notice to Proceed Date: 27-May-20

Change Order Amount: \$ 13,032.31

You are directed to make the following changes in the Contract Documents:

Amendment No. 2 for a total amount of \$13,032.31 for PO#177312

Account #35-51000-8802-001 (MEG Aquatic Facility) has a remaining balance of \$16,801.67. Reallocate \$13,032.31 to account #71-51000-8869-000 (MEG FY15 DAP NB Lanes & 2nd BSIF Exit).

Reason for Change Order:

Additional Material Testing Services

1. Soil Density Testing
2. Concrete Pour Testing

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ <u>50,142.63</u>	Original Completion Date: <u></u>
Previous Change Order: (+/-)	\$ <u>21,958.43</u>	Additional Days: <u>0</u>
This Change Order: (+/-)	\$ <u>13,032.31</u>	Revised Completion Date: <u>0-Jan-00</u>
Revised Contract Amount:	\$ <u>85,133.37</u>	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Millenium Engineers Group. Inc

Contractor

Authorized Signature

Date

Recommended:

Project Engineer/Architect

Authorized Signature

Date

Maria Rangel, P.E.

Assistant City Engineer

Authorized Signature

Date

Approved:

Ed Wylie

Interim City Manager

Authorized Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: March 10, 2022

MEETING DATE: March 21, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Agreement with Pyro Shows of Texas for a fireworks display for the July 4, 2022 celebration in the amount of \$42,400.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: As part of the 4th of July 2022 celebration event, the City of Pharr is proposing a fireworks display for the public. Staff is proposing two separate displays; one on the north side of the city and a second display on the south side of the city. Pyro Shows of Texas has submitted a proposal to perform each firework display in the amount of \$21,200 for an aggregate cost of \$42,400.

Fiscal Consideration: Fireworks cost are included in the annual budget

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Pyro Shows of Texas to provide two (2) fireworks displays on July 4, 2022, in the aggregate amount of \$42,400.

Alternatives: Defer the fireworks display

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 3/10/2022
Approved - 3/15/2022
Approved - 3/15/2022
Approved - 3/15/2022
Approved - 3/16/2022
Final Approval - 3/18/2022

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

This Agreement made on **Feb 3, 2022** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation**, whose address is **6601 Nine Mile Azle Road, Fort Worth, Texas 76135**, and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22-TX-07-04-C-21200-000043** dated **Feb 3, 2022**. The Show will be given on **July 4, 2022**. Rain date/postponement date: **to be determined**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by Law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Pharr, City of shall pay PYRO SHOWS \$ 21,200.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 21,200.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 10,600.00) upon return of signed contract by March 5, 2022. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____

DATE: _____

Chad Stanley, General Manager

CUSTOMER

BY: _____

Signature

Printed Name

Title

DATE: _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

This Agreement made on **Feb 3, 2022** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation**, whose address is **6601 Nine Mile Azle Road, Fort Worth, Texas 76135**, and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22-TX-07-04-C-21200-000044** dated **Feb 3, 2022**. The Show will be given on **July 4, 2022**. Rain date/postponement date: **to be determined**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by Law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Pharr, City of shall pay PYRO SHOWS \$ 21,200.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 21,200.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 10,600.00) upon return of signed contract by March 5, 2022. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____

DATE: _____

Chad Stanley, General Manager

CUSTOMER

BY: _____

Signature

Printed Name

Title

DATE: _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: March 3, 2022

MEETING DATE: March 21, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Pharr Police Department and South Texas College for instruction of the Basic Telecommunicator Certification.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The Pharr Police Department and South Texas College wish to enter into a Memorandum of Understanding for the instruction of future Telecommunicators by providing the training, operation, and administration of the Basic Telecommunicator Certification Program at the STC Regional Center for Public Safety Excellence. STC will use the Pharr Police Department TCOLE License number and STC will provide the instructor and building for the course.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 3/3/2022
Approved - 3/15/2022
Approved - 3/16/2022
Approved - 3/16/2022
Final Approval - 3/18/2022

**Memorandum of Understanding
Between
South Texas College**

And

City of Pharr, Texas

And

Pharr Police Department

Basic Telecommunicator Certification

I. Background and Purpose

This Memorandum of Understanding (the “MOU”) is made between South Texas College (“STC”) and the City of Pharr (“City”), through the City’s Police Department (“Pharr PD”). STC and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party.” STC requires the use of Pharr PD’s license from the Texas Commission on Law Enforcement (“TCOLE”) in connection with providing the training, operation and administration of the Basic Telecommunicator Certification Program (the “TelCert Program”) at the STC Regional Center for Public Safety Excellence (the “Center”).

STC has been using Pharr PD’s TCOLE license to provide the Basic Peace Officer Certification Program. This MOU will allow the continued close working relationship between STC and Pharr PD and will help ensure STC’s access to the TCOLE license and to the City’s facilities in order to conduct the training required for the Basic Telecommunicator Certification Program.

This MOU has two primary objectives with respect to the TelCert Program. The first is to establish the respective responsibilities of the Parties to this MOU. The second is to ensure that the Parties understand how their respective roles and responsibilities support each other while following the procedures set forth in this MOU.

The TelCert Program will follow the course requirements specified by TCOLE and operated under the Pharr PD academy contract and license with TCOLE. This MOU does not encompass the continuing education program provided through the Center to current law enforcement officers in the State of Texas.

II. Requirements to be Certified as a Basic Telecommunicator

The Parties acknowledge that students in the TelCert Program are subject to the following requirements to become a certified telecommunicator in the State of Texas:

1. Compliance with the minimum standards for enrollment and initial licensure;
2. Successful completion of the basic telecommunicator certification course;
3. Passing of the state telecommunicator examination; and

4. Appointment by a law enforcement agency.

III. College Academic Credit

The Parties acknowledge and agree that students graduating from the TelCert Program will be eligible to receive from STC three (3) credit hours upon completing an additional five (5) credit hours of STC courses in the Associate of Applied Science – Law Enforcement program, as listed in the catalog.

IV. Role and Responsibilities of South Texas College

1. Designate the Director of the Regional Center for Public Safety Excellence to serve as the coordinator between STC and Pharr PD and City of Pharr in accordance with STC's Board-approved policies and organizational structure.
2. Oversee the implementation of the TelCert Program curriculum based on TCOLE standards as well as recommendations to the design of the curriculum reviewed and approved by the Pharr Police Advisory Committee.
3. Employ for the TelCert Program TCOLE-qualified instructors who also meet STC credentialing requirements and who shall be considered for employment through the evaluation by a committee that includes representatives from Pharr PD and City of Pharr.
4. Recruit and pre-screen potential students in accordance with TCOLE, Pharr PD, and Public Safety Communications Department requirements.
5. Register students participating in the TelCert Program and provide Pharr PD with official class roster.
6. Provide Pharr PD with the final roster of students who successfully completed the Basic TeleCommunicator course and will be recommended for endorsement to take the licensing exam
7. Provide students with the opportunity to prepare and submit trainer evaluations at the end of each course and share the results with Pharr PD.
8. Coordinate with students, where applicable, the financial aid process for STC.
9. Collect tuition and fees from all students and apply waivers, where appropriate, in accordance with state law for employed candidates.

V. Role and Responsibilities of the City of Pharr and the Pharr Police Department

1. Designate a representative from Pharr PD to serve as a liaison between Pharr PD and STC.
2. Designate a representative from City of Pharr-Public Safety Communications Department to serve as a liaison between City of Pharr and STC.
3. Serve, along with STC, in an advisory capacity in the review of syllabi and instructional materials for all TelCert Program coursework, including coursework that exceeds TCOLE requirements.
4. Observe classroom instruction as needed and provide feedback to STC.
5. Address and reasonably accommodate all TCOLE requirements, including the TelCert Program's use of City of Pharr's Public Safety Communications Center. facilities.
6. Review and comment on job descriptions and applications in connection with the employment of TelCert Program instructors.
7. Provide to STC a notice of clearance for each student in the TelCert Program related to criminal histories, physical aptitude, psychological fitness, urinalysis, and any other

required tests; the clearance notice shall be provided prior to before the commencement of a TelCert Program session and Pharr PD shall serve as the custodian of those records. Pharr PD will include a notice of clearance from those students who are employed by outside agencies and meet the requirements listed above.

8. At the end of each TelCert Program session, following receipt and evaluation of student records, provide those students who have completed the coursework with the endorsement necessary to take the TCOLE basic telecommunicator exam.
9. Ensure compliance with STC Policy 6326 (Concealed Carry and Weapons on Campus) as it applies to students and personnel when accessing STC property and facilities.
10. Ensure compliance with all STC policies applicable to students to the extent such policies are not in conflict with TCOLE requirements.

VI. Termination and Modification

1. This MOU is effective upon signature by all parties and shall continue in effect until August 31, 2023 unless earlier terminated pursuant to its terms at which time the MOU will be reviewed for renewal consideration. To be effective and binding, any request for modifications, amendments and/or extensions of this MOU must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.
2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this MOU, the other Party may terminate this MOU upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.
3. Either Party may terminate this MOU for convenience by giving thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, if a TelCert Program training course is in session during the time the notice of termination is issued, termination under this paragraph shall become effective only upon the completion of the training course. However, no new sessions may commence after notice is given.

VII. Acknowledgements

1. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the activities, efforts or services arising under the terms of this MOU.
2. This MOU is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.

3. A waiver by any Party of any breach of any of the terms or conditions of this MOU shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this MOU shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this MOU, as applied to any party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this MOU or the validity or enforceability of this MOU.
4. This MOU constitutes the complete agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.
5. Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.
6. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

The following Parties attest to the contents of this MOU and agree to implement the provisions contained herein.

South Texas College

Ricardo J. Solis
President

Date

City of Pharr

Edward Wylie
City Manager

Date

Pharr Police Department

Andrew Harvey, Jr.
Chief of Police

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: March 14, 2022

MEETING DATE: March 21, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Pharr Police Department and San Juan Police Department for the use of San Juan Police Jail during the dates of April 1 to April 4, 2022.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The Pharr Police Department will be installing a new generator at 1900 S. Cage Blvd. which will create the Pharr Jail to be without power from April 1 thru April 4, 2022. The Pharr Police Department and San Juan Police have agreed on use of the San Juan Police Jail during those dates. Pharr Police Jail Staff will work out of the San Juan Police Jail and provide oversight on any prisoners that are brought in.

Fiscal Consideration: N/

Staff Recommendation: Staff Recommends Approval

Alternatives: Not approve this request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles

Andrew Harvey

Anali Alanis

Patricia Rigney

City Management Office

Created/Initiated - 3/14/2022

Approved - 3/15/2022

Approved - 3/16/2022

Approved - 3/16/2022

Final Approval - 3/18/2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE PHARR POLICE DEPARTMENT and THE SAN JUAN POLICE DEPARTMENT

This Memorandum of Understanding made and entered into by and between the Pharr Police Department and the San Juan Police Department.

WITNESSTH:

WHEREAS, the Pharr Police Department and the San Juan Police Department desire to enter into a Memorandum of Understanding ("MOU") concerning the utilization of San Juan Police booking facility from Friday, April 1, 2022, thru Monday, April 4, 2022. The utilization of San Juan Police booking facility will be to house prisoner(s) arrested by the Pharr Police Department during this time period; and

WHEREAS, the parties find it necessary and beneficial to enter into this agreement in order to provide needed jail services to the City of Pharr.

NOW, THEREFORE, the City of Pharr and City of San Juan have entered into this agreement under the terms and conditions set forth herein.

1. **State of Purpose.** This agreement has been entered into in order to provide jail services to the City of Pharr.
2. **Obligations of the City of San Juan:**
 - a. **Services.** City of San Juan shall hold in the San Juan Municipal booking facilities City of Pharr prisoners charged with violation of the laws of the State of Texas and/or City ordinances. City of Pharr booking personnel shall be responsible for the processing of prisoners until magistrate, transported to Hidalgo County Sheriff's Office and/or released.
 - b. **Compliance with regulations.** The San Juan Police Department shall maintain its jail facilities in compliance with all state and federal regulations. The City of San Juan shall supply the City with a copy of their jail regulation upon request.
 - c. **Meal Expense.** City of Pharr will provide meals to the prisoners being held at the San Juan Municipal booking facility without any cost to the City of San Juan.
3. **Obligations of the City of Pharr:**
 - a. **Services.** The City of Pharr will have Pharr booking officers at the San Juan booking Facilities for all three shifts for the period mentioned above. The City of Pharr shall be responsible for Pharr Pd prisoner, until the prisoner is magistrated, released and/or transported to the Hidalgo County Sheriff's Office.
 - b. **Meal Expense.** City of Pharr will provide meals to Pharr Pd prisoners being held at the San Juan Municipal booking facility without any cost to the City of San Juan.
 - c. **Compliance with regulations.** The City of Pharr agrees to comply with the San Juan Jail regulations relating to the booking, confinement, and discharge of prisoners, provided that it is the City of Pharr's duty to be aware of all pertinent regulations and amendments thereto.
 - d. **Medical Calls for services.** It will be the responsibility of the Pharr Police Department to escort and request medical attention by a prisoner arrested by the Pharr Police Department and to stay with the prisoner until all medical clearance is completed.

e. Prisoner Transportation. The City of Pharr will be solely responsible for any and all prisoner transportation needed for medical assistance and to Hidalgo County Jail.

4. **Term:** The term of this Agreement shall commence on the date first shown above. This agreement shall be terminated on April 4, 2022, unless unforeseen circumstances should happen where the agreement will extend another an additional 48 hours. Notice will be provided to the San Juan Police Department in writing of the request for extension of this agreement.

City of Pharr

City of San Juan

Chief of Police

Chief of Police

Dated: _____

Dated: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Vanguard Academy for TeamPharr.Net services for students.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr has partnered with Vanguard Academy so that we can provide internet services for their student households. The first step in this process is getting an MOU for the sharing of addresses where they have students. After this step is completed, an interlocal agreement will be provided for the invoicing of services after they have been activated.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of MOU.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 3/15/2022
Approved - 3/16/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022

**MEMORANDUM OF UNDERSTANDING AND CONFIDENTIALITY AGREEMENT
CITY OF PHARR AND VANGUARD ACADEMY
REGARDING CONFIDENTIAL VANGUARD ACADEMY STUDENT INFORMATION**

This Memorandum of Understanding and Confidentiality Agreement is between the City of Pharr, Texas (COP) and Vanguard Academy (or Vanguard), which are both local governmental entities of the State of Texas, located in Hidalgo County, Texas. COP agrees that the approval of this MOU and Agreement by the governing bodies of both the COP and Vanguard, and execution of the agreement by both parties, is a condition precedent for Vanguard to provide both the names and addresses of Vanguard students to the COP. Under Vanguard Board Policy (Vanguard provide policy info), student names are always considered to be "directory information" that Vanguard may publicly disclose because its release is generally not considered harmful or an invasion of privacy. However, under this same Vanguard policy, student addresses are only deemed to be "directory information" when this information is for all Vanguard publications and announcements.

The COP is engaged in creating an economic feasibility study that will encompass the Vanguard geographical area in question along with potential execution of a broadband educational network. This will facilitate the need to close the digital divide that plagues our Texas-Mexico border region. The COP and Vanguard both agree that this goal is an urgent need to remedy the existing egregious inequity that exists with respect to broadband access and connectivity in our local areas that are currently underserved and underprivileged rural communities and communities of color. Vanguard is entering into this Agreement because its Board and administrators find that this project of the COP will benefit Vanguard students and their families, and is in the best interests of Vanguard itself. Further, the Vanguard Board and administrators have made the following findings:

- The COP's project meets a legitimate educational interest of Vanguard and its students because it will improve education through expanded student access to a broadband educational network;
- The COP's project performs an institutional service or function for which Vanguard would otherwise use its own employees; and
- The COP has a legitimate educational interest served by the disclosure of this information.

Therefore, Vanguard appoints the COP as an agent and school official of Vanguard, for the exclusive and limited purpose of receiving and using Vanguard student addresses for this particular data-gathering and analysis project regarding local student geographical areas, that is being conducted by the COP.

The COP agrees and warrants that it is and shall remain under the direct control of Vanguard with respect to the use and maintenance of any information disclosed pursuant to this agreement, and that the COP will not disclose the Vanguard student addresses provided to the COP by Vanguard, except for disclosures to its own representatives that are necessary for the purpose of creating the geographical area in question under the economic feasibility study. The COP further agrees that it will not permit identification of

individual parents and students by anyone other than representatives of the COP who have legitimate interests in the information. The COP also agrees that, upon completion of its use of the Vanguard student addresses for data collection for the COP connectivity project, it will permanently delete the student addresses from any and all digital devices of the COP and its agents, and will also promptly destroy and shred any and all paper items containing student addresses provided to the COP by Vanguard, pursuant to this Agreement.

The COP acknowledges that the information to be provided by Vanguard to the COP pursuant to this Agreement, may include personally identifiable data regarding Vanguard students that constitute educational records protected by the Federal Educational Rights and Privacy Act (FERPA) of 1975, and regulations issued thereunder, including but not limited to 34 C.F.R. Part 99. The COP also acknowledges the information to be provided to the COP by Vanguard pursuant to this Agreement, may also be protected by state privacy and/or confidentiality statutes, and/or common law.

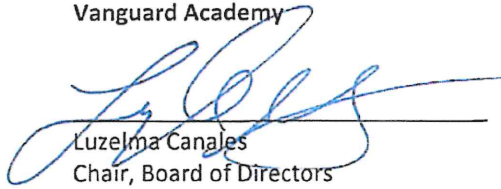
The parties agree that a violation of the confidentiality provisions of this agreement by the COP, its agents, servants, employees, or contractors who participate in the geographical data gathering and analysis project conducted by the COP as described above, would result in irreparable harm to Vanguard, and/or the Vanguard students whose information has been provided to the COP by Vanguard, and that monetary damages resulting from any such breach of the Agreement would be impossible to ascertain. Therefore, the COP agrees that, if Vanguard should bring an action for breach of the confidentiality provisions of this Agreement, upon presentation of credible evidence of a breach of the confidentiality provisions of this Agreement by the COP, or its agents, servants, employees, or contractors who participated in the COP project described above, that Vanguard shall be entitled to entry of an appropriate temporary injunction against the COP, and/or the COP's agents, servants, employees, or contractors, and that Vanguard shall also be entitled to recover reasonable attorney's fees and costs incurred in bringing such suit against the COP, and/or COP's agents, servants, employees, or contractors.

This Agreement shall be governed by the laws of the State of Texas. A suit to enforce the terms of this Agreement may be brought in a Texas court of competent jurisdiction in Hidalgo County, Texas. Should any portion of this Agreement be held to be invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect and shall be interpreted and applied as though the invalid or enforceable provision were not contained herein.

APPROVED BY:

Board of Directors

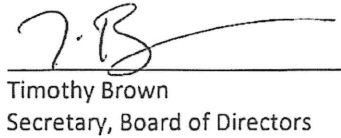
Vanguard Academy


Luzelma Canales
Chair, Board of Directors


Dr. Narciso Garcia
Superintendent

Attest:

I attest that the foregoing Memorandum of Understanding and Confidentiality Agreement was approved by the Vanguard Academy Board of Directors, at a duly called and noticed meeting held on December 14, 2021.


Timothy Brown
Secretary, Board of Directors

Date: 12/14/2021





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.H.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between City of Pharr and Hidalgo Independent School District for TeamPharr.Net services for students.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr has partnered with Hidalgo ISD so that we can provide internet services for their student households. The first step in this process is getting an MOU for the sharing of addresses where they have students. After this step is completed, an interlocal agreement will be provided for the invoicing of services after they have been activated.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of MOU.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 3/15/2022
Approved - 3/16/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022

**MEMORANDUM OF UNDERSTANDING AND CONFIDENTIALITY AGREEMENT
CITY OF PHARR AND HIDALGO INDEPENDENT SCHOOL DISTRICT (HISD)
REGARDING CONFIDENTIAL HISD STUDENT INFORMATION**

This Memorandum of Understanding and Confidentiality Agreement is between the City of Pharr, Texas ("COP" or "City") and Hidalgo Independent School District ("HISD" or "District"), which are both local governmental entities of the State of Texas, located in Hidalgo County, Texas. COP agrees that the approval of this MOU and Agreement by the governing bodies of both the COP and HISD, and execution of the agreement by both parties, is a condition precedent for the District to provide the names and addresses of HISD students to the COP.

The COP is engaged in creating an economic feasibility study that will encompass the HISD geographical area in question along with potential execution of a broadband educational network ("the project" or "the study"). This will facilitate the need to close the digital divide that plagues our Texas-Mexico border region. The COP and HISD agree that this goal is an urgent need to remedy the existing egregious inequity that exists with respect to broadband access and connectivity in our local areas that are currently underserved and underprivileged rural communities and communities of color. HISD is entering into this Agreement because its Board and administrators find that this project of the COP will benefit District students and their families by improving their ability to obtain reliable Internet access, where students may find and receive valuable educational resources and assistance to better aid in their intellectual growth. Further, the HISD Board and administrators find that this project performs an *institutional service or function for which HISD would otherwise use its own employees.*

Therefore, to ensure personally identifiable information remains secure and used solely for the purpose considered in this Memorandum, HISD appoints the following employees of the City for the exclusive and limited purpose of receiving and using HISD names and addresses for this data-gathering and analysis project regarding local student geographical areas being conducted by the City. All personnel in the City IT and Utility Departments will have access to the data shared by the school district. Data sharing only includes the physical address of the household.

The COP agrees and warrants that the employees above will not disclose the HISD student addresses provided to the COP by HISD to any third party, and the data will only be reported in non-identifiable aggregate form, whereas no student's name or address can be matched. The COP also agrees that, in compliance with 34 C.F.R. § 99.31(a)(6)(iii)(B), upon completion of its use of the HISD student addresses for data collection for the project, it will permanently delete the student addresses from any and all digital devices of the COP employees above, and will also promptly destroy and shred any and all paper items containing student addresses provided to the COP by HISD, pursuant to this Agreement.

The COP acknowledges that the student addresses to be provided by HISD to the COP pursuant to this Agreement, are personally identifiable data regarding HISD students that constitutes educational records protected by the Federal Educational Rights and Privacy Act (FERPA) of 1975, and regulations

issued thereunder, including but not limited to 34 C.F.R. Part 99. The COP also acknowledges the student addresses to be provided to the COP by HISD pursuant to this Agreement may also be protected by state privacy and/or confidentiality statutes, and/or common law. However, the District and the City agree here that the project qualifies for a strict, limited exception to FERPA, whereas the specific City employee above will use the data to assist with the administration of student aid programs and ultimately improve instruction. Under the study exception, the parties agree that the student names and addresses to be shared under this Agreement will be used solely by the City employees above for the purpose of developing a geographic area representing where the District's at-large student population lives; to be used in potentially executing a broadband educational network. Data sharing will continue for the duration of the signed contract between the City of Pharr and Hidalgo ISD.

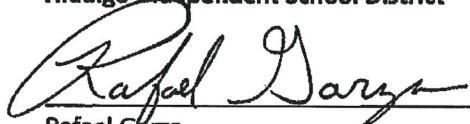
The parties agree that a violation of the confidentiality provisions of this agreement by the COP, its agents, servants, employees, or contractors who participate in the geographical data gathering and analysis project conducted by the COP as described above, would result in irreparable harm to HISD, and/or the HISD students whose information has been provided to the COP by HISD, and that monetary damages resulting from any such breach of the Agreement would be impossible to ascertain. Therefore, the COP agrees that, if HISD should bring an action for breach of the confidentiality provisions of this Agreement, upon presentation of credible evidence of a breach of the confidentiality provisions of this Agreement by the COP, or its agents, servants, employees, or contractors who participated in the COP project described above, that HISD shall be entitled to entry of an appropriate temporary injunction against the COP, and/or the COP's agents, servants, employees, or contractors, and that HISD shall also be entitled to recover reasonable attorney's fees and costs incurred in bringing such suit against the COP, and/or COP's agents, servants, employees, or contractors.

This Agreement shall be governed by the laws of the State of Texas. A suit to enforce the terms of this Agreement may be brought in a Texas state court of competent jurisdiction in Hidalgo County, Texas. Should any portion of this Agreement be held to be invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect and shall be interpreted and applied as though the invalid or enforceable provision were not contained herein.

APPROVED BY:

Board of Trustees

Hidalgo Independent School District



Rafael Garza
President, Board of Trustees



Xavier Salinas
Superintendent

Attest:

I attest that the foregoing Memorandum of Understanding and Confidentiality Agreement was approved by the Hidalgo ISD Board of Trustees, at a duly called and noticed meeting held on November 17, 2021.

B. J. Arjona

Benjamin Arjona
Secretary, Board of Trustees

Date: January 12, 2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.I.

DATE SUBMITTED: March 15, 2022

MEETING DATE: March 21, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between City of Pharr and IDEA Public Schools for TeamPharr.Net services for students.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr has partnered with IDEA Public Schools so that we can provide internet services for their student households. The first step in this process is getting an MOU for the sharing of addresses where they have students. After this step is completed, an interlocal agreement will be provided for the invoicing of services after they have been activated.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of MOU.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 3/15/2022
Approved - 3/16/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/18/2022

**MEMORANDUM OF UNDERSTANDING AND CONFIDENTIALITY AGREEMENT
CITY OF PHARR AND IDEA PUBLIC SCHOOLS
REGARDING CONFIDENTIAL IDEA PUBLIC SCHOOLS STUDENT INFORMATION**

This Memorandum of Understanding and Confidentiality Agreement is between the City of Pharr, Texas (COP) and IDEA Public Schools (or IDEA), which are both local governmental entities of the State of Texas, located in Hidalgo County, Texas. COP agrees that the approval of this MOU and Agreement by the governing bodies of both the COP and IDEA, and execution of the agreement by both parties, is a condition precedent for IDEA to provide both the names and addresses of IDEA students to the COP. Under IDEA Board Policy (IDEA provide policy info), student names are always considered to be “directory information” that IDEA may publicly disclosed. However, under this same IDEA policy, student addresses are only deemed to be “directory information” when this information is for all IDEA publications and announcements.

The COP is engaged in creating an economic feasibility study that will encompass the IDEA geographical area in question along with potential execution of a broadband educational network. This will facilitate the need to close the digital divide that plagues our Texas-Mexico border region. The COP and IDEA both agree that this goal is an urgent need to remedy the existing egregious inequity that exists with respect to broadband access and connectivity in our local areas that are currently underserved and underprivileged rural communities and communities of color. IDEA is entering into this Agreement because its Board and administrators find that this project of the COP will benefit IDEA students and their families. Further, the IDEA Board and administrators find that this project performs an institutional service or function for which IDEA would otherwise use its own employees.

Therefore, IDEA appoints the COP as an agent and school official of IDEA, for the exclusive and limited purpose of receiving and using IDEA addresses for this particular data-gathering and analysis project regarding local student geographical areas, that is being conducted by the COP.

The COP agrees and warrants that it will not disclose the IDEA student addresses provided to the COP by IDEA, except for the purpose of creating the geographical area in question under the economic feasibility study. The COP also agrees that, upon completion of its use of the IDEA student addresses for data collection for the COP connectivity project, it will permanently delete the student addresses from any and all digital devices of the COP and its agents and will also promptly destroy and shred any and all paper items containing student addresses provided to the COP by IDEA, pursuant to this Agreement.

The COP acknowledges that the student addresses to be provided by IDEA to the COP pursuant to this Agreement, are personally identifiable data regarding IDEA students that constitutes educational records protected by the Federal Educational Rights and Privacy Act (FERPA) of 1975, and regulations issued thereunder, including but not limited to 34 C.F.R. Part 99. The COP also acknowledges the student addresses to be provided to the COP by IDEA pursuant to this Agreement, may also be protected by state privacy and/or confidentiality statutes, and/or common law.

The parties agree that a violation of the confidentiality provisions of this agreement by the COP, its agents, servants, employees, or contractors who participate in the geographical data gathering and analysis project conducted by the COP as described above, would result in irreparable harm to IDEA , and/or the IDEA students whose information has been provided to the COP by IDEA , and that monetary damages resulting from any such breach of the Agreement would be impossible to ascertain. Therefore, the COP agrees that, if IDEA should bring an action for breach of the confidentiality provisions of this Agreement, upon presentation of credible evidence of a breach of the confidentiality provisions of this Agreement by the COP, or its agents, servants, employees, or contractors who participated in the COP project described above, that IDEA shall be entitled to entry of an appropriate temporary injunction against the COP, and/or the COP's agents, servants, employees, or contractors, and that IDEA shall also be entitled to recover reasonable attorney's fees and costs incurred in bringing such suit against the COP, and/or COP's agents, servants, employees, or contractors.

This Agreement shall be governed by the laws of the State of Texas. A suit to enforce the terms of this Agreement may be brought in a Texas court of competent jurisdiction in Hidalgo County, Texas. Should any portion of this Agreement be held to be invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect and shall be interpreted and applied as though the invalid or enforceable provision were not contained herein.

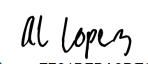
APPROVED BY:

Board of Directors

IDEA Public Schools

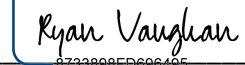
DocuSigned by:

 F761BFBA9DE6430...
 Al Lopez
 Chair, Board of Directors

DocuSigned by:

 F761BFBA9DE6430...
 Al Lopez
 Acting Superintendent/CEO

Attest:

I attest that the foregoing Memorandum of Understanding and Confidentiality Agreement was approved by the IDEA Public Schools Board of Directors, at a duly called and noticed meeting held on
 January 21, 2022.

DocuSigned by:

 8733898FD696495...
 Ryan Vaughan
 Secretary, Board of Directors

Date: 2/2/2022

City of Pharr

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, Interim City Clerk

APPROVED AS TO FORM:

Patricia A. Rigney, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.J.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on the award of contract for the Fir Avenue Paving Improvements to the lowest responsible bidder, Castle Enterprises, LLC, in the amount of \$314,717.17.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Bids were received and opened for the Fir Avenue Paving Improvements project on January 18, 2022. A total of six (6) bids were received with Castle Enterprises, LLC, being the low bidder with a total base bid of \$314,717.17. The base bid consists of new road construction to extend and complete Fir Avenue between Interstate 2 Frontage and E. Alan St. At project completion, the connection between Ferguson Avenue (FM 495) and Interstate 2 Frontage along Fir Avenue will be accomplished.

Attached is the unofficial bid tabulation of the bids received.

Fiscal Consideration: Base Bid Recommended for Award: \$314,717.17

Staff Recommendation: Staff concurs with the Engineer's recommendation to award the contract for the Fir Avenue Paving Improvements to the lowest responsible bidder, Castle Enterprises, LLC, from Monte Alto, TX, for the base bid in the total amount of \$314,717.17.

Alternatives: Reject bids and re-advertise the project.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 3/16/2022
Approved - 3/16/2022
Approved - 3/16/2022
Approved - 3/18/2022
Final Approval - 3/18/2022

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

January 31, 2022

Mr. Edward Wylie, Interim City Manager
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577

**Re: City of Pharr Fir Avenue Paving Improvements
Project No. 2122-01-528-C005-448**

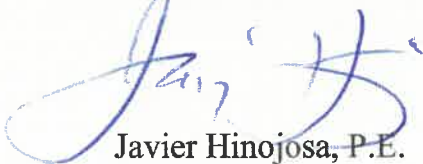
Dear Mr. Wylie,

Bids were received and opened for the Fir Avenue Paving Improvements project on January 18, 2022. A total of six (6) bids were received with Castle Enterprises, LLC, being the low bidder with a total base bid of \$314,717.17. The base bid consists of construction of paving improvements along Fir Avenue from Interstate 2 north to E. Alan Street. This project consists of a new pavement section that will help connect Ferguson Avenue (FM 495) with Interstate 2. Attached is a bid tabulation of the bids received.

We recommend award of the contract to the lowest responsible bidder, Castle Enterprises, LLC, for the base bid in the total amount of \$314,717.17. Castle Enterprises, LLC, is a reputable Contractor who has performed projects for my company in the past within Hidalgo County. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

Bid Tabulation Sheet

City of Pharr

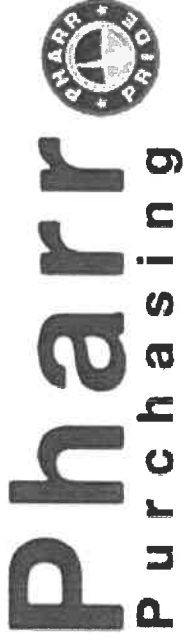
Fir Avenue Paving Improvements

Project No. 2122-01-528-C005-448

Engineer: Javier Hinojosa Engineering

Bid Date: January 18, 2022 @ 3:00 p.m.

	Bidder	Total Base Bid	Bid Bond (Y/N)	Addendum No. 1 (Y/N)	Calendar Days
1.	Castle Enterprises, LLC	\$314,717.17	Yes	Yes	120
2.	Texas Cordia Construction	\$367,942.00	Yes	Yes	65
3.	RDH Site and Concrete, LLC	\$409,900.00	Yes	Yes	90
4.	IOC Company, LLC	\$625,900.00	Yes	Yes	120



Bid Opening: January 18, 2022 at 3:00 PM
Location: City Commission Room 2nd Floor
Fir Avenue Paving Improvemnet Project
Project No. 2122-01-528-C005-448

Participating Vendors			Castle Enterprises, LLC		NM Contracting, LLC		Texas Cordia Construction, LLC		RDH SITE AND CONCRETE, LLC		Foremost Paving, Inc.		IOC Company, LLC	
Item #	Description	Quantity	UOM	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1	Demolition	1	LS	\$10,692.00	\$11,000.00	\$9,730.00	\$25,000.00	\$35,000.00	\$15,000.00					
2	Unc. Excavation	2,100.00	CY	\$9,072.00	\$20,790.00	\$16,800.00	\$18,900.00	\$42,000.00	\$31,500.00					
3	6" Lime Treated Subgrade	4,100.00	SY	\$13,858.00	\$18,040.00	\$4,100.00	\$18,450.00	\$24,600.00	\$20,500.00					
4	Lime (5%)	55	TONS	\$15,295.50	\$16,637.50	\$13,750.00	\$13,750.00	\$12,925.00	\$13,750.00					
5	10" Flexible Base	4,100.00	SY	\$44,895.00	\$47,355.00	\$41,000.00	\$67,650.00	\$73,800.00	\$61,500.00					
6	2" HMAC	3,800.00	SY	\$75,202.00	\$62,700.00	\$57,000.00	\$55,100.00	\$57,000.00	\$76,000.00					
7	Reinforced Curb & Gutter (24")	1,750.00	LF	\$23,747.50	\$21,175.00	\$26,250.00	\$29,750.00	\$31,500.00	\$43,750.00					
8	Break Exist. Curb & Gutter (90 LF) and Replace with 6' Valley Gutter	80	LF	\$3,752.80	\$4,158.40	\$7,120.00	\$4,000.00	\$6,800.00	\$12,400.00					
9	20' Concrete Apron	200	SY	\$11,400.00	\$12,870.00	\$17,800.00	\$12,600.00	\$20,000.00	\$50,000.00					
10	5' Reinforced Concrete Sidewalk	1,700.00	LF	\$39,559.00	\$38,811.00	\$57,800.00	\$90,100.00	\$64,600.00	\$119,000.00					
11	Adjust Manhole Tops	5	EA	\$3,881.25	\$6,875.00	\$12,650.00	\$2,250.00	\$12,000.00	\$17,500.00					
12	Tie To Exist. Drain Manhole	1	EA	\$742.50	\$2,750.00	\$3,207.00	\$850.00	\$4,000.00	\$9,000.00					
13	Adjust Water Valve	5	EA	\$2,531.25	\$2,750.00	\$3,760.00	\$7,500.00	\$12,500.00	\$15,000.00					
14	Curb Inlet with Extension	2	EA	\$7,425.00	\$14,960.00	\$6,262.00	\$7,000.00	\$10,000.00	\$12,000.00					
15	24" RJRCP	80	LF	\$4,336.00	\$4,840.00	\$31,680.00	\$4,000.00	\$7,600.00	\$12,000.00					
16	Remove Exist. 12" Waterline (A.C.) Replace With 12" PVC C900 Waterline	80	LF	\$5,850.40	\$5,170.40	\$10,240.00	\$6,000.00	\$20,000.00	\$20,000.00					
17	12" Gate Valve & Box	3	EA	\$12,757.50	\$13,860.00	\$15,993.00	\$9,000.00	\$13,500.00	\$33,000.00					
18	Striping	1	LS	\$1,620.00	\$3,850.00	\$3,800.00	\$8,000.00	\$4,500.00	\$4,000.00					
19	Traffic Control	1	LS	\$3,780.00	\$8,250.00	\$7,000.00	\$5,000.00	\$13,000.00	\$20,000.00					
20	Utility Adjustments	1	Stated Amount	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00					
21	Erosion Control	1	LS	\$4,320.00	\$11,000.00	\$2,000.00	\$5,000.00	\$12,500.00	\$20,000.00					
				Total Price Extended	\$314,717.70	\$347,842.30	\$409,900.00	\$497,825.00	\$625,900.00					
				Addendum#1 Submitted	Yes	Yes	Yes	Yes	Yes					
				Bid Bond Submitted	Yes	Yes	Yes	Yes	Yes					
				Hard copy of bid Submitted	Yes	No	Yes	No	Yes					
				Electronic Bid Submitted	Yes	Yes	Yes	Yes	Yes					



Pharr

Purchasing



City of Pharr

Bid Opening: January 18, 2022 at 3:00 PM
Location: City Commission Room 2nd Floor
Fir Avenue Paving Improvemnet Project
Project No. 2122-01-528-C005-448

Participating Vendors				Castle Enterprises, LLC	NM Contracting, LLC	Texas Cordia Construction, LLC	RDH SITE AND CONCRETE, LLC	Foremost Paving, Inc.	IOC Company, LLC
Item #	Description	Quantity	UOM	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1	Demolition	1	LS	\$10,692.00	\$11,000.00	\$9,730.00	\$25,000.00	\$35,000.00	\$15,000.00
2	Unc. Excavation	2,100.00	CY	\$9,072.00	\$20,790.00	\$16,800.00	\$18,900.00	\$42,000.00	\$31,500.00
3	6" Lime Treated Subgrade	4,100.00	SY	\$13,858.00	\$18,040.00	\$4,100.00	\$18,450.00	\$24,600.00	\$20,500.00
4	Lime (5%)	55	TONS	\$15,295.50	\$16,637.50	\$13,750.00	\$13,750.00	\$12,925.00	\$13,750.00
5	10" Flexible Base	4,100.00	SY	\$44,895.00	\$47,355.00	\$41,000.00	\$67,650.00	\$73,800.00	\$61,500.00
6	2" HMAC	3,800.00	SY	\$75,202.00	\$62,700.00	\$57,000.00	\$55,100.00	\$57,000.00	\$76,000.00
7	Reinforced Curb & Gutter (24')	1,750.00	LF	\$23,747.50	\$21,175.00	\$26,250.00	\$29,750.00	\$31,500.00	\$43,750.00
8	Break Exist. Curb & Gutter (90 LF) and Replace with 6' Valley Gutter	80	LF	\$3,752.80	\$4,158.40	\$7,120.00	\$4,000.00	\$6,800.00	\$12,400.00
9	20' Concrete Apron	200	SY	\$11,400.00	\$12,870.00	\$17,800.00	\$12,600.00	\$20,000.00	\$50,000.00
10	5' Reinforced Concrete Sidewalk	1,700.00	LF	\$39,559.00	\$38,811.00	\$57,800.00	\$90,100.00	\$64,600.00	\$119,000.00
11	Adjust Manhole Tops	5	EA	\$3,881.25	\$6,875.00	\$12,650.00	\$2,250.00	\$12,000.00	\$17,500.00
12	Tie To Exist. Drain Manhole	1	EA	\$742.50	\$2,750.00	\$3,207.00	\$850.00	\$4,000.00	\$9,000.00
13	Adjust Water Valve	5	EA	\$2,531.25	\$2,750.00	\$3,760.00	\$7,500.00	\$12,500.00	\$15,000.00
14	Curb Inlet with Extension	2	EA	\$7,425.00	\$14,960.00	\$6,262.00	\$7,000.00	\$10,000.00	\$12,000.00
15	24" RJRCP	80	LF	\$4,336.00	\$4,840.00	\$31,680.00	\$4,000.00	\$7,600.00	\$12,000.00
16	Remove Exist. 12" Waterline (A.C.) Replace With 12" PVC C900 Waterline	80	LF	\$5,850.40	\$5,170.40	\$10,240.00	\$6,000.00	\$20,000.00	\$20,000.00
17	12" Gate Valve & Box	3	EA	\$12,757.50	\$13,860.00	\$15,993.00	\$9,000.00	\$13,500.00	\$33,000.00
18	Striping	1	LS	\$1,620.00	\$3,850.00	\$3,800.00	\$8,000.00	\$4,500.00	\$4,000.00
19	Traffic Control	1	LS	\$3,780.00	\$8,250.00	\$7,000.00	\$5,000.00	\$13,000.00	\$20,000.00
20	Utility Adjustments	1	Stated Amount	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
21	Erosion Control	1	LS	\$4,320.00	\$11,000.00	\$2,000.00	\$5,000.00	\$12,500.00	\$20,000.00
Total Price Extended				\$314,717.70	\$347,842.30	\$367,942.00	\$409,900.00	\$497,825.00	\$625,900.00
Addendum#1 Submitted				Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond Submitted				Yes	Yes	Yes	Yes	Yes	Yes
Hard copy of bid Submitted				Yes	No	Yes	Yes	No	Yes
Electronic Bid Submitted				Yes	Yes	Yes	Yes	Yes	Yes



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.K.

DATE SUBMITTED: March 16, 2022

MEETING DATE: March 21, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into Interlocal Agreement between City of Pharr and City of Mission for Emergency Medical Services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: City of Mission is looking into the possibility of signing ILA for EMS with the City of Pharr.

Fiscal Consideration: Need to reclassify from Edinburg to Mission

Staff Recommendation: Staff recommends approval

Alternatives: No alternatives.

Exclude Material from Public Packet? No

Reason: Will not be excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 3/16/2022

Daniel Ramirez

Approved - 3/16/2022

Karla Saavedra

Approved - 3/18/2022

Patricia Rigney

Approved - 3/18/2022

City Management Office

Final Approval - 3/18/2022

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§

**INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL
SERVICES BETWEEN THE CITY OF PHARR, TEXAS AND
CITY OF MISISON**

This Interlocal Cooperation Agreement For Emergency Medical Services ("Agreement") is executed on this the _____ day of ~~June~~ **May**, ~~2022~~ **2021**, by and between the **CITY OF PHARR, TEXAS**, hereinafter referred to as "City", and the **City of Mission**, hereinafter referred to as "Subscriber", pursuant to the provisions of Chapter 791 of the Texas Government Code (Texas Interlocal Cooperation Act) as follows:

WITNESSETH:

WHEREAS, the City operates and maintains an Emergency Medical Service Department, hereinafter referred to as "Pharr EMS" within the corporate city limits of the City of Pharr and other incorporated cities and unincorporated areas within Hidalgo County which choose to subscribe to and be covered as part of this department established by Ordinance Number O-2021-~~27~~ on ~~May~~ **17April**, 2021; and

WHEREAS, the City is a holder of a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance, Advanced Life Support and Basic Life Support Services providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11; and

WHEREAS, the Pharr EMS provides emergency medical services and emergency transportation of injured or ill persons to local hospitals; and

WHEREAS, the Subscriber desires to enter this agreement with the City for the provision of certain emergency medical services within the Subscriber's jurisdiction in order to preserve and protect the health and safety of persons within the Subscriber's jurisdiction; and

WHEREAS, the City and Subscriber have determined to enter into this agreement relating to the provision of certain emergency medical services within the Subscriber's jurisdiction and to set out the terms, rights, duties, and responsibilities and the Subscriber with respect thereto; and

WHEREAS, the City and the Subscriber have determined that the provision

of certain emergency medical services is a public purpose within their statutory powers of government; and

WHEREAS, the City and Subscriber, acting in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code, desire to work cooperatively for the purpose of fulfilling their respective public and governmental purposes, needs, objectives, and programs.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

ARTICLE I

Purpose

- 1.01 The purpose of this agreement is to extend the operation of the Pharr EMS as the qualified providers for 9-1-1 Emergency Medical Services and Emergency Medical Priority Dispatching into Subscriber's jurisdiction or corporate limits.
- 1.02 This agreement is for coverage only and not a partnership or joint venture.
- 1.03 The Parties expressly agree that all services to be performed by the City under this agreement are limited to the exercise of a "governmental function" as defined by Section 101.0215 of the Texas Civil Practice & Remedies Code and Section 791.003 of the Texas Government Code; to wit, the operation of an emergency ambulance service. Tex. Civ. Prac. & Rem. Code §101.0215(18); Tex. Gov't Code §791.003(3)(M).
- 1.04 Nothing in this agreement shall be deemed or construed as a waiver of sovereign immunity of the Parties.
- 1.05 This interlocal agreement shall not be deemed or construed in any way as creating a joint venture, joint enterprise, partnership or any other legal arrangement or relationship between the Parties other than an interlocal cooperation contract under Chapter 791.

ARTICLE II

Term

- 2.01 The term of this agreement is for a period of _____, commencing _____ and terminating_____.
- 2.02 Extension of this Interlocal Agreement may be at the mutual agreement of both parties.

ARTICLE III Scope of Services

- 3.01 During the term of this agreement, the Pharr EMS shall respond to all calls for emergency medical assistance initiated by the E-9-1-1 System and non-emergency medical transports at the level of Advanced Life Support (ALS) service or Mobile Intensive Care Unit (MICU) capability (the "Emergency Medical Services") within the jurisdiction of the Subscriber (the "Service Area").
- 3.02 Pharr EMS agrees to post or respond within Subscriber's jurisdiction or corporate limits.
- 3.03 Request for emergency ambulance services initiated by anyone other than the E-9-1-1 system, or fire and police departments are not covered by this interlocal agreement.
- 3.04 In order to provide coverage to persons within the Subscriber's jurisdiction or corporate limits, the City reserves any and all rights to implement changes or modifications in the operation, personnel facilities, equipment, or management of Pharr EMS.
- 3.04 City shall employ and manage the necessary personnel for the operation of an emergency communications center. Sufficient qualified personnel shall be present at all times to provide for prompt answering of telephone calls, TTYs or text messages. Although no specific number of personnel are required or imposed the City's staffing levels shall be such that callers shall not wait more than 3 rings before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been initiated.
- 3.05 Pharr EMS shall provide sufficient personnel, equipment and ambulances on a 24-hour basis to properly and efficiently answer and service all emergency calls that might arise within the subscriber's jurisdiction or corporate limits. For purposes of this agreement sufficient number of ambulances shall mean 2 MICU ambulances.
- 3.06 Pharr EMS shall respond to all emergency calls in the subscriber's jurisdiction or corporate limits within (X) minutes or sooner 90% of the time or otherwise in accordance with accepted standards of care in the field. PHARR EMS will respond in a safe, reasonable and efficient manner and shall comply with all local laws and state laws governing emergency vehicles. The following guidelines shall apply to calculate response times.
- For all emergency calls within the subscriber's jurisdiction or corporate

limits, the response time clock shall start with the initial tone out of an active alarm.

- For all emergency calls within the subscribers jurisdiction or corporate limits, the response time clock shall end with the unit transmission of "unit has arrived on scene"

3.07 As required by state law, City shall contract with other ambulance companies to serve as a mutual aid provider as back-up for Pharr EMS.

3.08 Pharr EMS shall observe and comply with all applicable federal, state, county, and local laws, rules, ordinances and regulations which in any manner affect the provision of the services described in this agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

ARTICLE IV

Vehicle, Equipment and Personnel Standards

4.01 All motor vehicles used for the purpose of providing ambulance service shall be of the Type and Module as required by the Texas Department of State Health Services.

4.02 All motor vehicles used for the purpose of providing ambulance service shall be designed and constructed to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean sanitary and first-class mechanical condition at all times. All vehicles shall be in compliance with any State and Federal standards.

4.03 No ambulance that has been substantially damaged or altered shall be placed in service within the Subscriber's jurisdiction or corporate limits.

4.04 City shall be responsible for maintenance of all vehicles, on-board communications, equipment and communications center facilities in performance of this inter-local.

4.05 All ambulances must be individually identified by letter, numbers or a combination thereof, displayed on the front, sides and rear of the unit with letters or numbers at least four (4") in height and must be legible from at least 500ft.

4.06 All persons employed by City in performing this agreement shall hold the appropriate certifications and/or licenses as required by the Texas Department of Health.

ARTICLE V

Medical Control

- 5.01 City shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with Pharr EMS field personnel. It is the responsibility of City to ensure that adequate medical field protocols are available at all times.
- 5.02 City shall ensure medical quality control is available at all times. City's Medical Director shall evaluate all medical protocols and standing orders annually and purchase all controlled substances.

ARTICLE VI

Record Keeping and Reporting

- 6.01 City agrees to keep true and accurate records of its activities undertaken pursuant to this agreement. Such records shall be maintained in accordance with all applicable federal, state and local regulations.
- 6.02 City shall provide Subscriber monthly summaries of its activities within the Subscriber's jurisdiction or corporate limits on or before the 15th of each month during the term of this agreement as follows:
- Listing of all EMS calls for service for the previous month broken down by location/address of the call;
 - Type of call;
 - Time the call was received, time dispatched and time of arrival.
 - Any calls greater than the allotted response time will be accompanied by an explanation of delayed response.

ARTICLE VII

Consideration for Services

- 7.01 ~~TBD~~TBD

ARTICLE VIII

Termination

- 8.01 Subscriber shall have the option to terminate this agreement by notifying the City Manager, in writing, at least six months prior to September 30th of each calendar year.

ARTICLE IX

Allowable Charges, Billing and Collections

- 9.01 City is authorized to charge no more than the rates prescribed under the Pharr Code of Ordinances. Such rates may be changed by prior written approval and action of the Pharr Board of Commissioners. City will be responsible for billing persons receiving services and shall conduct all billing and collection activities and procedures.
- 9.02 In addition to any consideration payable by Subscriber to City under Article VII, and in consideration of the services rendered to be rendered to patients in Subscriber's jurisdiction or corporate limits, Subscriber authorizes and agrees to allow City: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by the City to such patients; and (2) to obtain a written assignment of benefits from the patients allowing City the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors.

ARTICLE X

Notices and Addresses

- 10.01 All notices provided to be given under this agreement shall be given in person or by certified or registered mail, addressed to the proper party, at the following address:

SUBSCRIBER:

City Manager
City of Mission
1201 E. 8th
Mission, Texas 78572

CITY:

City Manager
____City of Pharr
118 S. Cage Blvd. 4th Floor
____Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

ARTICLE XI

Texas Law to Apply

- 11.01 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are in Hidalgo, County, Texas. Venue of any action arising out of, or relating to this Agreement shall be in the state district courts of Hidalgo County, Texas

ARTICLE XII

Legal Construction

- 12.01 In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII

Prior Agreements Superseded

- 13.01 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

ARTICLE XIV

Amendment

- 14.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE XV

Other Provisions

- 15.01 **Conflict Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
- 15.02 **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 15.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation

or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

- 15.04 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 15.05 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 15.06 **No Assignment.** This Agreement shall not be assignable.
- 15.07 **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 15.08 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 15.09 **Authority to Execute.** The execution and performance of this Agreement by the Parties have been fully and duly authorized by each party's governing body and all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
- 15.10 **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 15.11 **No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- 15.12 **Force Majeure.** If any party hereto is rendered unable, wholly or in part, by "Force Majeure" to carry out its obligations under this agreement, then that party should give to the other party hereto prompt written notice of the Force

Majeure with reasonable particularities concerning it. Thereupon, the obligations of the party giving the notice, so long as they are affected by the Force Majeure, shall be suspended during, but no longer than a continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance. "Force Majeure" is defined as an act of God (as that term has been interpreted under Texas common law), an act of a public enemy, war, pandemic, endemic and other causes not reasonably within the control of any party hereto. Notwithstanding the foregoing, the parties recognize that the provision of emergency ambulance services is particularly critical during occurrences that may constitute a Force Majeure. Nothing here in is intended to excuse noncompliance with any applicable disaster response plan. Further, the parties shall use their best efforts to continue uninterrupted and undiminished service notwithstanding a Force Majeure.

- 15.13 **HIPAA Requirements.** To the extent applicable to the Agreement, the Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. *Section* 1320d *et seq.* ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The Parties agree not to use or further disclose any "Protected Health Information," including Electronic Protected Health Information (as those terms are defined in the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. If required by such laws, the Parties shall, execute and deliver a Business Associate Agreement. The Parties agree also to comply with state laws and regulations that govern the confidentiality, privacy, security of, and electronic transactions pertaining to patient information.

[remainder of page intentionally blank]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SUBSCRIBER

THE CITY OF PHARR

BY: _____

XXXXX
Mayor

BY:

Ambrosio "Amos" Hernandez,

ATTEST:

ATTEST:

BY: _____

XXXX

BY:

Hilda Pedraza, City Clerk

Approved as to Form:

BY: _____
City Attorney