



**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, OCTOBER 17, 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. PROCLAMATIONS:

- A) Proclamation proclaiming November 7-11, 2022 as Municipal Court Week.
- B) Proclamation proclaiming October 17-21, 2022 as Chamber of Commerce Week.

3. 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.*

4. 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.

5. 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 October 2022.

B) City Events of Interest.

6. 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 October 3, 2022 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-36 Fee Schedule for building permits, plan review and land use development *(3rd & Final Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.** (BUILDING AND CODE COMPLIANCE)

C) Consideration and action, if any, on Ordinance amending the Code of Ordinances Article V, Section 2-249 vital statistics records fees *(2nd Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance regarding Water Conservation and Drought Contingency Plan Stage 2 *(2nd Reading)*. **This item supports QL - Quality of Life.** (PUBLIC UTILITIES)

E) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, out of Lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. *(2nd Reading)* **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) Consideration and action, if any, on street closure request from Rick's Quick Stop for their Annual Customer Appreciation Day on November 19, 2022 from 3:00 p.m. to 6:00 p.m. **This item supports EV - Economic Vitality.** (ADMINISTRATION)

G) Consideration and action, if any, on request from American Legion Post 101 for the usage of the large hall at the Jose "Pepe" Salinas Recreation Center for twelve (12) events during the calendar year 2023. **This item supports QL - Quality of Life. (PARKS)**

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

1. Ruben Pacheco representing Encarlen, LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH). The property is legally described as being 0.22 acres more or less, out of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 2500-2600 Block of South Salamanca Street. **This item supports EV - Economic Vitality.**

2. Rich Heritage Construction Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 0.28 acres, more or less, out of Lot 121, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1506 West Heritage Drive. **This item supports EV - Economic Vitality.**

3. Elbow's Mac and Cheese Texas, LLC., has filed with the Planning and Zoning Commission a request for a 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 0.067 acres, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 South Jackson Road, Suites 3 & 4. **This item supports EV - Economic Vitality.**

4. Tropical Snacks LLC., D/B/A Tropical Island has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lot B1, Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1911 North Veterans Boulevard. **This item supports EV - Economic Vitality.**

5. I Cavazos Management, LLC., D/B/A Tropical Island #2, has filed with the Planning and Zoning Commission a request for a 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 2B, Re-subdivision of Lots 2 & 3, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution authorizing the City of Pharr to enter into an agreement with the Texas Department of Transportation for closure of state roadways for public events. **This item supports QL - Quality of Life. (ADMINISTRATION)**

8. PURCHASING:

A) Consideration and action, if any, on the purchase of portable radios for the fire department from Motorola Solutions utilizing HGAC Contract RA05-21 in the amount of \$60,363.65. **This item supports SSC - Safe and Secure Community.** (FIRE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Amendment Number 1 to the Interlocal Agreement with the City of Alamo, City of San Juan, and Pharr-San Juan-Alamo (PSJA) Independent School District for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on Amendment Number 6 in the amount of \$39,124.25 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Change Order Number 1 in the amount of \$37,288.96 for the purchase of one current model triple combination pumper for the fire department from Siddons Martin Emergency Group, LLC, utilizing BuyBoard contract number 651-21. **This item supports SSC - Safe and Secure Community.** (FIRE)

D) Consideration and action, if any, authorizing City Manager to extend the Service Contract with Denali Water Solutions, LLC from Russellville, AR for Sludge Management Services. **This item supports IF - Infrastructure.** (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to renew the Service Contract with The Security Center, Inc. from Dallas, Texas for the preventative maintenance of the Drive-Thru lanes at City Hall and Communications Sub-Station. **This item supports SE - Service Excellence.** (PURCHASING)

F) Consideration and action, if any, on renewal of agreement between City of Pharr and the Pharr Community Theatre FY2022-2023 **This item supports QL - Quality of Life.** (LIBRARY)

G) Consideration and action, if any, ratifying renewal of License Agreement between City of Pharr and Bert Ogden Arena. **This item supports EV - Economic Vitality.** (ADMINISTRATION)

H) Consideration and action, if any, on renewal of Interlocal Agreement between the Pharr Police Department and South Texas Auto Theft Task Force. **This item supports SSC - Safe and Secure Community.** (POLICE)

I) Consideration and action, if any, on Memorandum of Understanding between Hidalgo Police Department and Pharr Police Department over Jurisdictional and Interagency Support. **This item supports SSC - Safe and Secure Community.** (POLICE)

J) Consideration and action, if any, authorizing City Manager to enter into a lease agreement with KYOCERA Document Solutions Southwest, LLC out of Irving, TX for leased multi-function printers including maintenance plan for city departments utilizing OMNIA Partners Co-op contract number R191102. **This item supports IF - Infrastructure.** (IT)

K) Consideration and action, if any, authorizing City Manager to enter into an agreement with Calix, Inc for the implementation of Support Cloud Operations software for [TeamPharr.Net](#). **This item supports IF - Infrastructure.** (IT)

L) Consideration and action, if any, authorizing City Manager to award Request for Proposal (RFP) for External Financial Auditor services for Fiscal Year 2021-2022. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

M) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with Nsure HealthCare Services, INC., patient demographic software. **This item supports EV - Economic Vitality.** (EMERGENCY MEDICAL SERVICES)

10. LEGAL:

A) Consideration and possible action on items discussed in closed session relating to the pending litigation City of Pharr v. N. Cage Foods, LLC et. al., in the 92nd Judicial District Court of Hidalgo County, Cause No. C-0078-21-A; and Xoticas Rio Grande Valley, L.P. v. City of Pharr et al; in the United States District Court for the Southern District of Texas Laredo Division, Civil Action No. 5:21-CV-00120. (LEGAL)

11. 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:*

AGENDA REGULAR MEETING
October 17, 2022

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 informative and developed.

1. Attorney client consultation pursuant to Section 551.071 to discuss the pending litigation City of Pharr v. N. Cage Foods, LLC et. al., in the 92nd Judicial District Court of Hidalgo County, Cause No. C-0078-21-A; and Xoticas Rio Grande Valley, L.P. v. City of Pharr et al; in the United States District Court for the Southern District of Texas Laredo Division, Civil Action No. 5:21-CV-00120. (LEGAL)

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.

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

13. 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.perez@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 14th day of October 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).



WITNESS MY HAND AND SEAL, this 14th day of October 2022

Hilda Pedraza

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: _____

Proclamation



***WHEREAS**, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas and the great City of Pharr; and*

***WHEREAS**, more people come in contact with municipal courts than all other Texas courts combined and public impression of the judicial system is largely dependent upon the public's experience in municipal court; and*

***WHEREAS**, the City of Pharr is committed to the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and*

***WHEREAS**, the City Council recognizes the Constitution and laws of the State of Texas, and supports the Municipal Court of the City of Pharr in complying with such legal requirements.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the week of November 7-11, 2022 as:*

"Municipal Court Week"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 17th day of October 2022.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: October 13, 2022

MEETING DATE: October 17, 2022

FROM: Marcela Beas, Chamber President

DEPARTMENT: Chamber

DIRECTOR: Marcela Beas

Agenda Item: Proclamation proclaiming October 17-21, 2022 as Chamber of Commerce Week.

Classification: Regular

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

Issue: Governor Greg Abbott has officially proclaimed October 17 through October 21, 2022 as “Chamber of Commerce Week” in Texas. Signing an official resolution, Governor Abbott celebrated the more than 600 local chambers of commerce in Texas who “provide a critical link in the communities they serve by fostering a vibrant business environment, promoting local projects, and paving the way for small businesses to thrive.” This year alone, the Greater Pharr Chamber of Commerce has hosted various local and regional events, workshops and seminars, provided assistance to numerous businesses considering locating in our community, dealt with numerous workforce related issues, held job fairs, networking events, vendor markets and more to promote small businesses and hosted educational events all intended to benefit our communities.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Marcela Beas

Marcela Beas

City Management Office

Created/Initiated - 10/13/2022

Approved - 10/13/2022

Final Approval - 10/14/2022

Proclamation



WHEREAS, more than six hundred local chambers of commerce in Texas distinguish themselves as the voice of business in our state; and

WHEREAS, the work accomplished by local chambers has benefited our state through their economic development, tourism promotion and community development programs; and

WHEREAS, the local chambers of commerce unceasingly promote their community for quality growth and development; and

WHEREAS, the business community, represented through local chambers of commerce, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the creation of jobs, and a positive vision of the future; and

WHEREAS, the chamber of commerce community in Texas has sought to achieve successful results for our state in a cooperative spirit with other organizations; and

WHEREAS, the Greater Pharr Chamber of Commerce has hosted various local and regional events, panels, workshops, and economic development updates, provided assistance to numerous businesses considering locating in our community, dealt with numerous workforce related issues, held job fairs, professional networking events, vendor markets and more to promote small businesses and hosted educational events all intended to benefit our communities.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the week of October 17-21, 2022 as:

“Chamber of Commerce Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 17th day of October, 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: October 17, 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 #: 5.A.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

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

Classification: Regular

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

Issue:

SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 10.22% YTD TRUE GROWTH compared to last Year 2021 and 14.97% compared to last October 2021 Payments.

Fiscal Consideration:

n/a

Staff Recommendation: Presentation only

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 10/12/2022

Karla Saavedra

Approved - 10/12/2022

Fabiola Sanchez

Approved - 10/12/2022

Karla Saavedra

Approved - 10/12/2022

Patricia Rigney

Approved - 10/13/2022

City Management Office

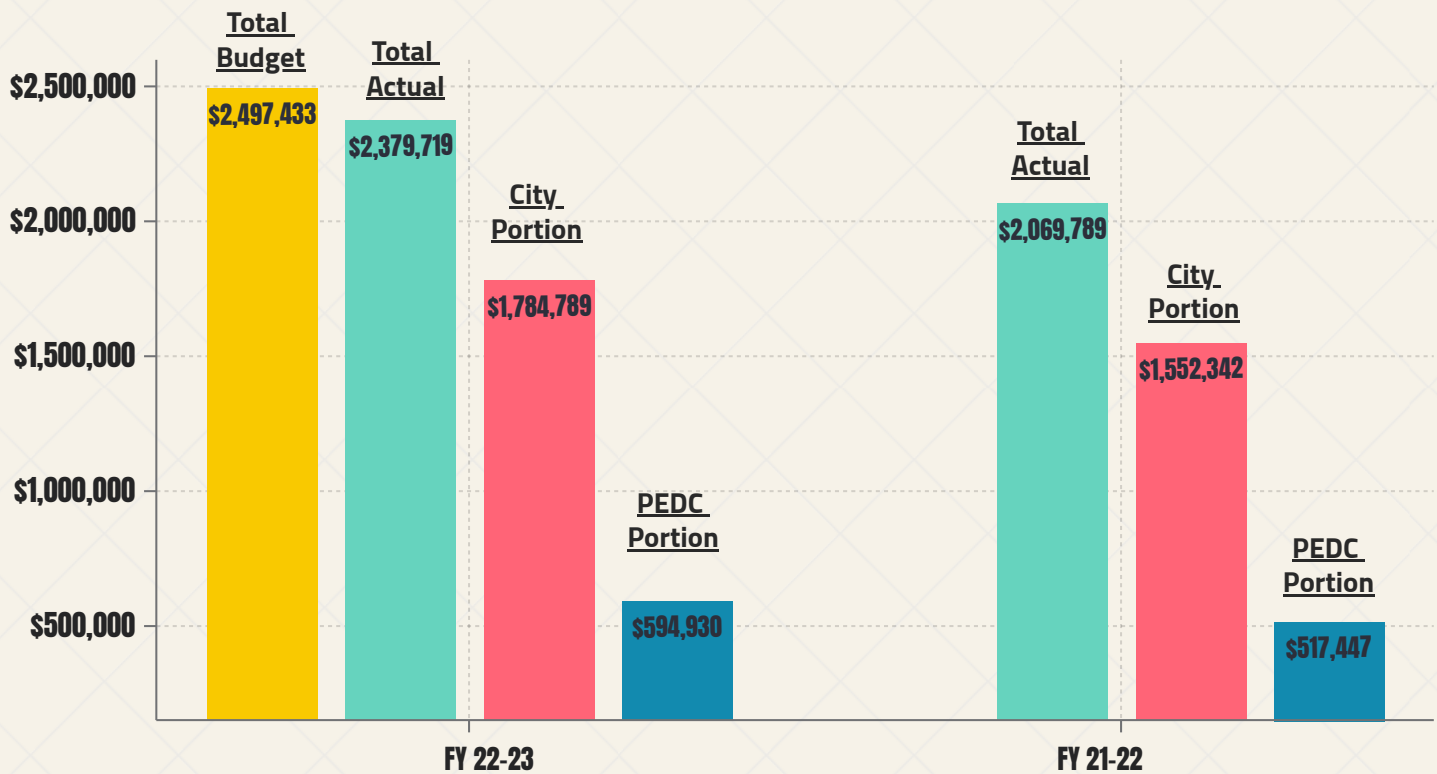
Final Approval - 10/14/2022



CITY OF PHARR SALES TAXES

as of October 2022
FY 2022-2023

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year



10.22% YTD

Increase in Sales Tax from Last Year*



14.97%

Compared to October 2021
Cash Basis.

**Ranked
No. 7**

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller;
FY 22-23 (1st month) growth is 14.97 % YTD

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED:

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

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 #: 6.A.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for October 3, 2022 Regular Called Meeting.

Classification: Consent

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

Issue: Minutes for meeting held on Monday, October 3, 2022

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 10/14/2022
Final Approval - 10/14/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 3, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 3, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Roberto “Bobby” Carrillo
Mayor Pro Tem Daniel Chavez

STAFF PRESENT: Anali Alanis, Interim City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Rodrigo Davila, Public Works Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Fred Brouwen, Asst. Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer

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

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

MINUTES: REGULAR CALLED MEETING

October 3, 2022

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Danny Ramirez, EMS Chief, led the pledge of allegiance and said the invocation.

At this time, Mayor Hernandez introduced guests with the Creative Art Studios. Students Jorge “El Guero” Hernandez, Jaime Gonzalez, and Bibi Calvillo played their musical instruments.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING OCTOBER 5, 2022 AS WORLD TEACHERS' DAY

Comm. Flores read proclamation proclaiming October 5, 2022 as World Teachers' Day. She stated World Teachers Day was held annually on October 5th to acknowledge the work and contributions of teachers and a light blue ribbon would be displayed outside homes or businesses as a symbol of support to educators.

Rey Perez from Vanguard Academy and Ana Gonzalez, Executive Director of Teach for America Organization received the proclamation and thanked the commission for the recognition.

B) PROCLAMATION PROCLAIMING OCTOBER 9-15, 2022 AS FIRE PREVENTION WEEK

Comm. Caballero read proclamation proclaiming October 9-15, 2022 as Fire Prevention Week. He stated this year's theme was “Fire won't wait” and encouraged residents to have a home fire escape plan.

Pilar Rodriguez, Fire Chief, and member of Fire Prevention Division received the proclamation. Mr. Rodriguez invited the community to participate in the public safety activities the Fire Department would be hosting on October 13 and on October 20 at the HUB Pharr Truck and Nature Park Birding Center at 6:00 p.m.

C) PROCLAMATION PROCLAIMING OCTOBER 2022 AS DOMESTIC VIOLENCE AWARENESS AND PREVENTION MONTH

Comm. Guajardo read proclamation proclaiming October 2022 as Domestic Violence Awareness and Prevention month. He stated the City of Pharr urged all residents to work toward ending domestic violence by empowering people to develop healthier relationships.

Sergeant Danny Garcia from the Pharr Police Department, Alan Cantu, Domestic Violence Coordinator, Mario Garza, Crimes Victims Liaison, and Nancy Gonzalez,

MINUTES: REGULAR CALLED MEETING

October 3, 2022

Human Trafficking Liaison received the proclamation. Mr. Cantu urged the public to be vigilant and report domestic violence and extended an invitation to everyone to attend a candlelight vigil in support of domestic violence on Wednesday, October 5, 2022 at 6:00 p.m. at Pharr Vanguard Birding Center.

D) PROCLAMATION PROCLAIMING OCTOBER 2022 AS NATIONAL BREAST CANCER AWARENESS MONTH

Comm. Flores read proclamation proclaiming October 2022 as National Breast Cancer Awareness month. She stated this month pink ribbons would be displayed to raise awareness for breast cancer and recognize cancer survivors and those who were currently battling the disease.

Mario Lizcano, Administrator of Corporate affairs of DHR Heath, and members of the Advance Care Center Team received the proclamation and thanked the commission for the recognition.

E) PROCLAMATION PROCLAIMING OCTOBER 2022 AS NATIONAL CYBERSECURITY AWARENESS MONTH

Comm. Caballero read proclamation proclaiming October 2022 as National Cybersecurity Awareness month. He stated this year's national campaign theme was "See Yourself in Cyber" and presented proclamation to Jose Pena, IT Director, and staff.

F) PROCLAMATION PROCLAIMING OCTOBER 2022 AS COMMUNITY PLANNING MONTH

Comm. Medina read proclamation proclaiming October 2022 as Community Planning month. He stated National Community planning month recognized the participation and dedication of members of planning commissions and city planners who contributed their time and expertise to the improvement of the city.

Kimberly Mendoza Development Services Director, planning staff, and members of the Planning and Zoning Commission received the proclamation.

G) PROCLAMATION PROCLAIMING OCTOBER 2022 AS THE START OF THE PRODUCE SEASON MONTH

Mayor Hernandez read proclamation proclaiming October 2022 as the Start of the Produce Season month. He stated the Pharr International Bridge was the number one produce bridge in the nation for over five years and continued to break import records for fresh produce grown in Mexico.

Luis Bazan, Bridge Director, with special guests Dante Galeazzi, CEO/President of Texas International Produce Association, Brenda Ocampo, representative of Pickle Mex, and Tony Godinez, URAPA Avocados, received the proclamation. Mr. Bazan

MINUTES: REGULAR CALLED MEETING

October 3, 2022

stated the Start of the Produce Season event would take place on Thursday, October 6, 2022 and the theme was "A Taste of Trade."

ITEM 3. PUBLIC TESTIMONY

There were no public comments.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Mayor Hernandez opened the public hearing. There being no comments from the public, the public hearing was closed.

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE VOLUNTARY ANNEXATION OF 13.12 ACRES OF LAND, MORE OR LESS, OUT OF LOT 249, KELLY PHARR SUBDIVISION, GENERALLY LOCATED ON THE SOUTH SIDE OF WEST JAVELINA DRIVE, APPROXIMATELY 0.40 MILES EAST OF SOUTH JACKSON ROAD, EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS

Mayor Hernandez opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, reported on upcoming events. She stated Public Works would be hosting a Fall Sweep event throughout the month of October and Coffee with a Cop at McDonald's would take place on Wednesday, October 5, 2022 from 8:00 a.m. to 10:00 a.m.

Anali Alanis, Interim City Manager, further reported the Pharr Police Department would be hosting a Candlelight Vigil for Domestic Violence Awareness on Wednesday, October 5, 2022 at 6:00 p.m. at Pharr Vanguard Academy Nature Center.

B) CITY ENGINEER'S REPORT

Anali Alanis, Interim City Manager, introduced the item and stated City Engineer was in the audience and questions could be entertained at this time.

Mayor Hernandez asked staff for status on the Tri City sidewalk, dog park, and Moore Road projects. Ruben Alfaro, City Engineer, briefly reported the Tri City sidewalk project was pending signatures from the City of San Juan and staff was finalizing plans

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for the dog park. Mr. Alfaro further stated they were in the process of contracting GDJ Engineering for environmental study on the Moore Road project.

Mayor Hernandez stated funding needed to be used in a timely manner and requested staff to stay on track with projects.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR SEPTEMBER 19, 2022 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2021-27 EMS FEE SCHEDULE (3RD AND FINAL READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (EMERGENCY MEDICAL SERVICES)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING GRANTS MANAGEMENT POLICIES AND PROCEDURES MANUAL (3RD AND FINAL READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (GMCD)**
- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2019-36 FEE SCHEDULE FOR BUILDING PERMITS, PLAN REVIEW AND LAND USE DEVELOPMENT (2ND READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (BUILDING AND CODE COMPLIANCE)**
- E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. MARCO ANTONIO ALVARADO REQUESTED A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 47, BLOCK 1, HIDALGO PARK ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 6617 SOUTH SAINT MARIE DRIVE. COZ#220846 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
 - 2. JORGE A. ESPINO, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.684 ACRES, MORE OR LESS, OUT OF LOT 191, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 904 E. SAM HOUSTON AVENUE. COZ#220847 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
- F) PLATS:**
 - 1. PEREZ CONSULTING ENGINEERS, REPRESENTING CARLOS CANALES MELHEM, OWNER OF PHARR BRIDGE INVESTMENT, LP., REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED MASTER PLAN OF PHARR BRIDGE BUSINESS PARK**

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PHASES 4 AND 5 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 20.58 ACRES OF LAND AND ALSO BEING A PART OR PORTION OF LOT 377, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 9800 BLOCK OF WEST HI-LINE ROAD. SUB#220826 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

Comm. Guajardo **moved** to approve consent agenda items. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2022-39, O-2022-40, O-2022-41, and O-2022-42 are filed with the City Clerk's office.

At this time, Mayor Hernandez, stated they would deviate from the agenda and go to item 8.B. There was no objection.

ITEM 8. ADMINISTRATIVE:

B) CONSIDERATION AND ACTION, IF ANY, ON LETTER OF COMMITMENT TO THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION (RGVMPO) IN SUPPORT OF THEIR APPLICATION FOR THE FEDERAL HIGHWAY ADMINISTRATION'S (FHWA) RECONNECTING COMMUNITIES PILOT PROGRAM FOR THE BUSINESS 83 CORRIDOR STUDY. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

Anali Alanis, Interim City Manager, introduced the item.

Rio Grande Valley MPO representatives Javier Dominguez, Planner I, and Andrew Canon, Executive Director, were present at the meeting. Mr. Dominguez stated the letter of commitment would allow the RGVMPO to develop a multijurisdictional East to West corridor study that would identify opportunities for economic development and mobility to ensure the safety of all roadway users.

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

At this time, Mayor Hernandez, stated they would deviate from the agenda and go to into closed session. There was no objection.

ITEM 10. 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

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The time being 5:26 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 6:20 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

- A) **CONSIDERATION, IF ANY, ON ORDINANCE REGARDING WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN STAGE 2 (1ST READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC UTILITIES)**

Mayor Hernandez introduced the item.

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

- B) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING THE CODE OF ORDINANCES ARTICLE V, SECTION 2-249 VITAL STATISTICS RECORDS FEES (1ST READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (ADMINISTRATION)**

Mayor Hernandez introduced the item.

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

- C) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS, AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF APPROXIMATELY 13.12 ACRES OF LAND, MORE OR LESS, OUT OF LOT 249, KELLY PHARR SUBDIVISION, GENERALLY LOCATED ON THE SOUTH SIDE OF WEST JAVELINA DRIVE, APPROXIMATELY 0.40 MILES EAST OF SOUTH JACKSON ROAD, EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS. (1ST READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**

Mayor Hernandez introduced the item.

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

ITEM 8. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, ON OFFER LETTER FROM THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 FOR A 0.151 ACRE DRAINAGE EASEMENT FOR THE JACKSON ROAD DRAIN PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Mayor Hernandez introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON SELECTION OF TOP RANKED FIRMS TO ESTABLISH A POOL FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Mayor Hernandez introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND SERVICE CONTRACT WITH PAVEMENT MARKINGS, INC. OUT OF DONNA, TX FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)**

Mayor Hernandez introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT WITH 3HV INNOVATIONS, LLC OUT OF KNOXVILLE, TN FOR SUBSCRIPTION SERVICES FOR TEAMPHARR.NET OPERATIONS AND WORKFORCE MANAGEMENT SOFTWARE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)**

Mayor Hernandez introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, RATIFYING AGREEMENT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS) FOR THE TEXAS GANG INTELLIGENCE INDEX USER. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)**

Mayor Hernandez introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, RATIFYING AGREEMENT WITH THE NATIONAL WILDLIFE FEDERATION FOR THE DONATION OF NATIVE SEED TO BE DISTRIBUTED AT DESIGNATED PARK AREAS THROUGHOUT THE CITY OF PHARR. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PARKS)**

Mayor Hernandez introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, RATIFYING AGREEMENT BETWEEN CITY OF PHARR AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2 FOR EMS SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)**

Mayor Hernandez introduced the item.

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

- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT WITH OFF DUTY MANAGEMENT (ODM) FOR MANAGEMENT, OVERSITE, AND ASSIGNMENT OF POLICE OFFICERS FOR OFF-DUTY EMPLOYMENT WITH LOCAL VENDORS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)**

Mayor Hernandez introduced the item.

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

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- G) **CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH PYRO SHOWS OF TEXAS FOR THE VETERAN'S DAY FIREWORKS DISPLAY TO BE HELD SATURDAY, NOVEMBER 5, 2022 AND IN THE AMOUNT OF \$40,000.00. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (FIRE)**

Mayor Hernandez introduced the item.

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

- H) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH ANGEL TRACK, A SOFTWARE-BASED ELECTRONIC PATIENT CARE REPORT. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (EMERGENCY MEDICAL SERVICES)**

Mayor Hernandez introduced the item.

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

- I) **CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 1 IN THE AMOUNT OF \$99,620.00 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GDJ ENGINEERING, LLC, FOR THE DEVELOPMENT AND DESIGN OF MOORE ROAD FROM JACKSON ROAD TO VETERANS BOULEVARD. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Mayor Hernandez introduced the item.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:25 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

MINUTES: REGULAR CALLED MEETING

October 3, 2022

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 3rd DAY OF OCTOBER 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 #: 6.B.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Building and Code Compliance

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-36 Fee Schedule for building permits, plan review and land use development (*3rd & Final Reading*). **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Amending fee Ordinance to be in line with neighboring cities.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Roland Gomez
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 10/14/2022
Approved - 10/14/2022
Approved - 10/14/2022
Approved - 10/14/2022
Final Approval - 10/14/2022

ORDINANCE NO. O-2022-_____

AN ORDINANCE AMENDING THE CITY OF PHARR'S SCHEDULE OF FEES ORDINANCE O-2019-36 BY UPDATING FEES IMPOSED BY THE CITY FOR BUILDING PERMITS, PLAN REVIEW AND LAND USE DEVELOPMENT FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of Pharr is authorized to adopt regulations governing the development of land within the City in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, Governor Abbot signed HB 852 on May 21, 2019 which prohibits municipalities from using valuation as a basis to determine residential permitting fees; and

WHEREAS, the City's Development Services Department has reviewed the City's permitting fees and determined that changes are necessary to comply with HB 852; and

WHEREAS, upon review and consideration of the foregoing factors, the Board of Commissioners has determined that the building permitting fees should be amended as set forth below;

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

- SECTION 1:** That the City of Pharr hereby adopts in its entirety the amended schedule of fees attached hereto as Exhibit "A" updating fees imposed by the City for building permitting, plan review fees and land use development fees.
- SECTION 2:** That this ordinance shall be cumulative of all other ordinances of the City of Pharr and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.
- SECTION 3:** It is the intention of the Board of Commissioners that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance
- SECTION 4:** The fees in this ordinance shall become effective immediately upon passage.

DULY PASSED AND APPROVED this, the _____ day of September, 2022.

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED BY:

PATRICIA RIGNEY, CITY ATTORNEY

EXHIBIT "A"
CITY OF PHARR- BUILDING AND CODE COMPLIANCE DEPARTMENT
BUILDING PERMIT FEES

1. Annual Registration for Multi-Family Dwellings

Annual Registration (Certificate of Occupancy)	\$50.00
Occupancy Inspection	\$20.00 per unit

2. Certificate of Occupancy

Types of Certificate of Occupancy	Amount
Commercial	\$75.00 (inspection included)
Residential	\$50.00 (inspection included)
Replacement CO	\$10.00 \$25.00

3. Carports, Canopies, Porches and Patios

Processing Fee	\$20.00
Residential	\$0.17 per square foot
Commercial	\$0.20 per square foot

4. Commercial Building Permits (New, Additional, Alteration, Remodel, Interior Finish, Demolition, Plumbing Site Build, Access Control, Cell Tower, Commercial Generators. Fire, mechanical, electrical, plumbing, water meter and sewer tapping/connection are separate fees).

Processing fee

\$50.00 plus cost of permit

Schedule of Permit Fees Total Valuation	
Valuation	Fee
\$1,000.00 and less	No Fee, unless inspection required, in which case a \$15.00 \$20.00 fee for each inspection shall be charged, re-inspections included.
\$1,000.00 to \$50,000.00	\$15.00 \$20.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000
\$50,000.00 to \$100,000.00	\$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00
\$100,000.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof to and including \$500,000.00
\$500,000.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.
Note: Plan review checking fee for commercial buildings shall be equal to one-half of the building permit fee. The plan review checking fee is in addition to the building permit fee. The City of Pharr will determine the valuations of a building or an alteration by the use of Valuation Data as attached in "Exhibit A-1"	

5. Sidewalk, Curb cut and Driveway Permit \$40.00

6. Demolition Permit

Residential 500 sq. ft. or less + \$.10 per sq. ft. after 500 sq. ft.	\$50.00
Commercial - Up to 3000 sq. ft 3,001 to 6,000 sq. ft. - Over 6,000 sq. ft.	\$150.00 \$200.00 \$250.00 + \$25.00 for every additional 1,000 sq. ft.

7. Electrical

Minimum Permit Fee	\$10.00 \$25.00
Temporary Pole	\$10.00 \$25.00
Reinspection	\$10.00
Working Clearance	\$20.00 \$50.00
New Service Fees:	
100 amps or less	\$40.00
125 amps	\$50.00
150 amps	\$60.00
200 amps	\$70.00
250 amps	\$80.00
More than 250 amps	\$100.00
Circuits or Feeders	\$3.00
Change of or increase of service	\$20.00 \$30.00
Relocate service	\$20.00 \$30.00
T.V. cable transformer	\$20.00
Inspection to reset meters	\$10.00 \$20.00
Added circuits to panelboards	\$20.00
Mobile homes	\$20.00

8. Garage Sale Permits ~~\$10.00~~ \$15.00 (limit 2 per calendar year)

9. Lawn Irrigation Systems

Residential	\$150.00
Commercial	\$250.00

10. Mechanical (other than gas piping systems) ~~\$10.00~~ \$30.00 (for issuing each permit)

Tons	Fees
1 – 2	\$20.00 for the first ton plus \$20.00 for additional ton. A fraction of a ton is \$10.00
2 – 4	\$40.00 for the first 2 tons plus \$10.00 for each additional ton. A fraction of a ton is \$5.00
4 – 10	\$60.00 for the first 4 tons plus \$5.00 for each additional ton. A fraction of a ton is \$2.50

More than 10	\$90.00 for the first 10 tons plus \$2.00 for each additional ton or fraction thereof
Note: Fee(s) listed above apply for inspecting heating, ventilating, duct work, air-conditioning, exhaust, venting, combustion air, pressure vessel, solar, fuel oil and refrigeration systems and appliance installations. 400 square feet of air-conditioned area = 0 ton air conditioning = 12,000 BTU 3412 BTU = 1 KWH	

Repairs, alterations, additions to existing system or re-inspections

\$10.00 + Base Fee

Inspection: Boilers

\$30.00 + Base Fee

Temporary operation of heating, ventilating, refrigeration or air-conditioning system or portion thereof

\$20.00 + Base Fee

11. Moving Permits

New Wood frame house (driveway included)	\$100.00 \$125.00
Used house older than 5 years (driveway included)	\$100.00 \$125.00 plus \$100.00 \$125.00 inspection fee
New Manufactured home (driveway included)	\$50.00 \$75.00
Used Manufactured home (driveway included)	\$50.00 \$75.00 plus \$100.00 \$125.00 inspection fee
Used or Relocation of Portable Buildings	\$100.00 \$125.00 plus \$100.00 \$125.00 inspection fee
Note: An additional \$.50 \$.75 per mile of travel round trip from city hall, non-refundable, if outside limits shall be applied to used homes/manufactured homes.	

12. Plumbing

Schedule of Permit Fees	
Plumbing fixtures, per fixture	\$6.00
Gas line	\$10.00 \$25.00
Water or sewer line	\$10.00 \$15.00
Private sewer connection	\$10.00 4"- \$25.00 / 6"- \$35.00
Public sewer tap or connection (unless otherwise stated)	\$175.00
Sand/grease tap	\$20.00 \$25.00
Miscellaneous	\$10.00
Permit	\$20.00 \$30.00

13. Residential Permits

Processing Fee ~~\$10.00~~ \$20.00 plus cost of permit

New Single-Family Residential Construction, additions, remodels/alterations	\$0.34 per square foot
New Multi-Family (Duplex, Triplex, 4 or more units), additions, remodels/alterations	\$0.40 per square foot
Solar Panels	\$175.00
Reroof	\$110.00
Residential Swimming Pools	\$125.00
Accessory residential structure	\$0.34 per square foot

14. Registration of Contractors (Annual Registration Fee)

General Contractor	\$100.00 \$50.00 \$75.00 annual renewal fee
Sign Contractor	\$75.00 \$100.00 \$25.00 \$75.00 annual renewal fee
Irrigation Contractor	\$75.00 \$100.00 \$25.00 \$75.00 annual renewal fee
Demolition Contractor	\$75.00 \$100.00 \$25.00 \$75.00 annual renewal fee
Mechanical, Electrical, Plumbing Contractors	No fee applied per State Law (registration/license required)

15. Reinspection Fees:

First Reinspection	\$50.00
Second Reinspection	\$75.00
Third Reinspection	\$100.00
Additional Reinspection	\$125.00
After hours and Saturday Inspections	\$150.00
Note: Reinspection fees will be applied to final inspection requests and certificate of occupancy	

16. Sewer Tap Charge

Residential	\$1,100.00
Multi-Family (Duplex, Triplex, Four-Plex)	\$3,000.00
Commercial	\$5,000.00
Apartment House	\$6,000.00
Note: Apartment house shall mean a building or buildings containing five (5) or more dwelling units. Any new apartment house with more than five (5) dwelling units, a \$75.00 surcharge will be charged for each additional dwelling unit over five (5).	

17. Sign Permit Fee

Value	Fee	Fee if Electrified
\$0.00 - \$100.00	\$15.00 \$20.00	\$50.00
\$101.00 - \$500.00	\$30.00 \$40.00	\$60.00
\$501.00 - \$1,000.00	\$50.00 \$60.00	\$90.00

Over \$1,000.00	\$50.00 \$80.00 plus \$5.00 for each additional \$1,000.00 valuation or portion thereof	Add \$70.00 \$100.00
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18. Water Tap Charge

Meter Size	Water Tap Charge
3/4"	\$900.00
1"	\$1,400.00
1 1/2"	\$2,100.00
2"	\$4,000.00
3"	\$7,500.00
4"	\$10,600.00
6" and over	\$12,200.00

19. Other

Refunds	Request to refund permit, shall be refunded less 10% of permit fee, if no plan review nor legal notice was done.
Extensions	Extension fee shall be 25% of the original permit fee for up to 6 months (permit must be requested prior to lapsing of original permit, limit two total.
After the Fact (ATF)	Double the permit fee.

EXHIBIT A-1

TYPE OF CONSTRUCTION	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
APARTMENT (R)	37.00	35.00	33.00	33.00	32.00
AUTOMOBILE PARKING STRUCTURE (S)	26.00	24.00	21.00	21.00	21.00
CHURCH (A)	43.00	40.00	36.00	35.00	35.00
CONVALESCENT (I)	51.00	48.00	43.00	43.00	41.00
DWELLING (R)	41.00	40.00	37.00	36.00	34.00
EDUCATIONAL (E)	42.00	40.00	36.00	36.00	36.00
FACTORY – INDUSTRIAL	26.00	24.00	20.00	20.00	20.00
HAZARDOUS (H)	22.00	20.0	18.00	18.00	18.00
HOSPITAL (I)	73.00	70.00	68.00	68.00	64.00
HOTEL (R)	41.00	39.00	35.00	34.00	33.00
OFFICE	44.00	41.00	37.00	33.00	32.00
PRIVATE GARAGE AND /OR SHED (S)	20.00	18.00	16.00	16.00	16.00
PUBLIC GARAGE (S)	26.00	24.00	21.00	19.00	19.00
RESTAURANT (A OR B)	44.00	43.00	39.00	37.00	37.00
RETAIL STORE (M)	35.00	32.00	28.00	27.00	26.00
SERVICE STATION (B)	41.00	39.00	35.00	35.00	34.00
THEATER (A)	48.00	46.00	37.00	36.00	36.00
WAREHOUSE (S)	21.00	19.00	17.00	17.00	17.00
CARPORT	NP	NP	NP	07.00	06.00
PATIO	NP	NP	NP	08.00	08.00
SCREENED PATIO	NP	NP	NP	19.00	19.00

A deduction of \$1,400 shall be made to structure that are not air conditioned with the exception of storage and factory occupancies.

**EXHIBIT “B”
CITY OF PHARR- DEVELOPMENT SERVICES DEPARTMENT
PLANNING AND ZONING FEES**

1. Administrative Fees

Type of Administrative Fees	Amount
Easement Vacation	\$300.00 processing fee
Right-of-way abandonment or closure	\$300.00 processing fee + \$100.00 (nominal value of land, unless increased by City Commission or justified by appraisal)
Zoning Verification Letters	\$75.00 processing fee
Governmental Related Agreements	\$500.00 processing fee
Use of City Easement Property by Private Parties	\$500.00 administrative fees
Fiber Optic Licenses	\$3,500.00 each fiber optic
Petrochemical Pipelines on City Property	\$5,000.00 processing fee
Wireless Communication Towers on City-Owned Property	\$3,500.00 per wireless communication tower
Sale of Surplus Real Property	\$815.00 processing fee
Granting and releasing of easements	\$150.00 processing fee
Right of Entry	Up to \$300.00

2. Board of Adjustment Request

Board of Adjustment Request	Amount
Variance	\$750.00 per case
Special Exception	\$750.00 per case
Appeal of an Administrative Determination	\$750.00 per case

3. Building and Standards Commission Appeals

Type of Building and Standards Commission Appeal	Amount
Per Appeal	\$150.00

4. BYOB (Bring Your Own Bottle) Fee

Type of BYOB Permit Fee(s)	Amount
Event	\$250.00
Venue	\$750.00

5. Change of Zoning Request

<u>Commercial or Industrial Zones – (O-P), (N-C), (C), (C-2), (H-C), (L-I), (H-I)</u>	<u>Amount Per Acre</u>
Less than one (1) acre	\$200.00
1.0 acre to 4.99 acres	\$300.00
5.0 acres and over	\$400.00 plus \$50.00 per acre over the first 5 acres
<u>Planned Unit Development (PUD)</u>	
5.0 acres and over	\$650.00 + \$75.00 per acre over 5 acres
<u>Residential Zones – (R-1), (R-MF), (R-MFHD), (R-HCMH)</u>	
Less than one (1) acre	\$150.00
1.0 acre to 4.99 acres	\$250.00
5.0 acres and over	\$250.00 plus \$25.00 per acre over the first 5 acres

6. Conditional Use Permit Application(s)

Type of Conditional Use Permit	Amount
Alcohol Beverage Permit	Alcohol as a principle use: \$350.00 application fee + \$200.00 per year renewal fee Food as a principle use: \$1,000.00 application fee + \$200.00 per year renewal fee
Life of the Use Permits (all other)	\$250.00
All other Conditional Use Permits	\$150.00 + \$50.00 per year renewal fee
Special Use Permit	\$150.00 + \$50.00 per renewal fee
New Cell Towers	\$1,000.00 application fee
New Owner Existing Tower	\$1,000.00 application fee
Co-Location	\$1,000.00 application fee
Section 6409 (a)	\$1,000.00

7. Copies of City Ordinance(s)

Types of City Ordinance(s)	Amount
Zoning Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Subdivision Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Sign Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Landscaping Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Standards Manual (Const. and Development Guide)	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)

8. Credit Access Businesses

Credit Access Business Registration Certificate	\$50.00
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9. Existing Off-Premise Billboard Sign Fee

Size of Sign	Amount
Small (0 to 72 sq. ft.)	\$100.00 per year
Medium (73 to 300 sq. ft.)	\$150.00 per year
Large (301 to 672 sq. ft.)	\$200.00 per year
Small Digital (0 to 382 sq. ft.)	\$300.00 per year
Large Digital (383 to 672 sq. ft.)	\$500.00 per year

10. Maps and GIS Document Fee(s)

Description	Sq. Ft.	B & W	Color
Letter	.6	\$2.00	\$2.00
Legal	.8	\$2.00	\$3.00
Tabloid	1.3	\$4.00	\$5.00
Wall Maps	Price per sq. ft.	\$2.80 sq. ft.	\$4.00 sq. ft.

11. Street Name or City Park/Building Name Change Fee

Type of Administrative Fees	Amount
Street Name	\$500.00 processing fee
City Park/Building	\$500.00 processing fee

12. Subdivision Fees

Type of Subdivision Fee(s)	Amount
Commercial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Industrial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Residential Subdivision Plat Application: - Up to 1 acre 1 acre to 4.99 acres 5 or more acres	\$275.00 \$300.00 \$60.00 per acre
Subdivision Inspection Fees	Three (3%) percent of the total of public improvements cost or \$300.00 minimum
Water System Subdivision Fee	\$100.00 per acre
Sewer System Subdivision Fee	\$75.00 per acre
Right-of-way Testing Fee	Three (3%) percent of the total public improvements cost. Excess to be refunded to payee.
Street Sign Materials Fee	\$175.00 per street or stop sign
Fire Hydrant and Fire Ring Fee	\$50.00 for both
Parkland Dedication Fee: - Single-Family Residential - All other residential zones	\$1,250.00 per acre \$250.00 per dwelling unit
Re-Inspections	1 st request: \$300.00 2 nd request: \$350.00 3 rd or more: \$400.00
Multiple Pre-Construction/Development Subdivision Meetings	\$ 150.00 for every additional request, after the first scheduled meeting
Request for extension after 6 months	½ of subdivision filing fee

For any item not specifically included in the preceding schedule, the Development Services Department shall establish a fee consistent with the level of work and necessary inspections established by the schedule and the applicant shall be advised accordingly.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 4, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending the Code of Ordinances Article V, Section 2-249 vital statistics records fees (*2nd Reading*). **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: The office of the City Clerk is the official keeper of public records, and as Local Registrar, is the official keeper of the Vital Statistics records. This office assesses and collects fees for permits for birth and death records.

The office of the City Clerk will continue to implement the fee schedule as provided by the Texas Department of State Health Services (DSHS), Texas Administrative Code Title 25, Chapter 181 and increase the fee for each additional death certificate in a single request from \$3 to \$4 and begin incorporating a preservation fee of \$1 for every certified copy of birth and death record, and administrative fees for burial transit permits for regular business hours (\$5) and after regular business day hours, weekends, and holidays (\$10).

This is in compliance with the provision set forth by the Texas Department of State Health Services.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 10/4/2022
Approved - 10/4/2022
Approved - 10/12/2022
Final Approval - 10/14/2022

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES ARTICLE V, DIVISION 2, SEC. 2-249 COST OF COPIES FOR VITAL STATISTICS RECORDS, BY INCREASING THE FEE FOR EACH ADDITIONAL COPY OF DEATH CERTIFICATE IN A SINGLE REQUEST AND BY INCORPORATING A PRESERVATION FEE AND ADMINISTRATIVE FEES, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Office of the City Clerk is the official keeper of public records, and as Local Registrar is the official keeper of the City's vital statistics records; and

WHEREAS, the Office of the City Clerk assesses and collects fees for permits, public information, vital statistics, and administration; and

WHEREAS, the Office of the City Clerk will continue to implement the fee schedule as provided by the Texas Department of State Health, Texas Administrative Code Title 25, Chapter 181 and increase the fee for each additional death certificate in a single request from \$3.00 to \$4.00 and begin incorporating a preservation fee of \$1.00 for every certified copy of birth and death records and administrative fees for \$5.00 and \$10.00 for burial transit permits during regular business hours and after regular business day hours, weekends and holidays; and

WHEREAS, in compliance with the provisions set forth enacted by the Texas Department of State health, the Pharr Board of Commissioners is of the consensus that the Code of Ordinances be amended to implement the changes in the fee charges; and

WHEREAS, all existing and prior ordinances are hereby amended and reinstated to read as follows:

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

SECTION 1: RATES AND FEES.

VITAL STATISTICS RECORDS:

(a) Certified Copy of Birth Certificate	\$22.00
a. Preservation Fee	\$1.00
(b) First Certified Copy of Death Certificate	\$20.00
a. Each additional copy of death certificate in a single request	\$4.00
b. Preservation Fee	\$1.00
(c) Remote Certification Records	\$22.00
a. Record Fee	\$22.00
b. Preservation Fee	\$1.00

(d) Administrative Fees:

- a. Burial transit permits:
 - i. During regular business day hours \$5.00
 - ii. After regular business day hours, weekends, and holidays \$10.00
- b. Plastic cover fee \$2.00
- c. The fee for a search to verify the existence of a birth record (Pharr only) \$10.00

SECTION 2: REPEALING CLAUSE.

All ordinances or parts of ordinances or conflict with this ordinance are hereby repealed.

SECTION 3: 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 4: EFFECTIVE DATE; PUBLICATION.

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: 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.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD
OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the _____ day of
_____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 4, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on Ordinance regarding Water Conservation and Drought Contingency Plan Stage 2 (*2nd Reading*). **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: Stage 2 Response: Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in even number (0,2,4,6, or 8) and Saturdays and Wednesdays for water customers with street ending in odd number (1,3,7, or 9) and only between 8:00 p.m. and 8:00 a.m.

Fiscal Consideration: N/A

Staff Recommendation: To begin our Water Conservation Plans

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ruben Rosales
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 10/4/2022
Approved - 10/11/2022
Approved - 10/13/2022
Approved - 10/14/2022
Final Approval - 10/14/2022

ORDINANCE No. O-2022-_____

AN ORDINANCE AMENDING ORDINANCE O-2019-26 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR CHAPTER 130, UTILITIES, ARTICLE IV, WATER, DIVISION 1. EMERGENCY CONSERVATION, SECTION 232, ADOPTING THE AMENDED WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, ESTABLISHING CRITERIA FOR INITIATION AND TERMINATION OF WATER CONSERVATION AND DROUGHT RESPONSE STAGES; PROVIDING FOR WATER ALLOCATION DURING SHORTAGES; PROVIDING FOR PENALTY OF UP TO \$2,000.00; PROVIDING FOR PUBLICATION; PROVIDING PROCEDURES FOR GRANTING VARIANCES; FOR SEVERABILITY; ORDAINING OTHER PROVISION RELATED TO THE SUBJECT MATTER; DECLARING AN EMERGENCY AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE THEREOF

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

SECTION 1: City of Pharr, Texas Water Conservation and Drought Contingency Plan
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- 1.2 Location and Size of City
- 1.3 Population

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- 2.2 Description of Water Treatment, Storage, and Distribution Facilities
- 2.3 Water Demand
- 2.4 Water Rates and Revenues

3.0 Wastewater Facilities

- 3.1 Description of Wastewater Treatment Plant and Wastewater Collection System
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4.0 Water Conservation Goals

- 4.1 Water Conservation Goals
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 - C. Plumbing Fixture Retrofit and Replacement
 - D. Water Rate Structure
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- F. Leak Detection, Repair, and Water Loss Record Keeping
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Section II	Public Involvement
Section III	Public Education
Section IV	Coordination with Regional Water Planning Group
Section V	Authorization
Section VI	Application
Section VII	Definitions
Section VIII	Criteria for Initiation / Termination of Drought Response Stages
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Appendix A: Utility Profile & Water Conservation Plan Requirements for Municipal Water use by Public Water Suppliers

Appendix 1- Water and Wastewater CCN

Appendix B: Resolution-Adoption of City of Pharr Water Conservation Plan and Drought Contingency Plan

Appendix 1- Water and Wastewater CCN

1.0 INTRODUCTION

1.1. Purpose

This document provides an update to the Water Conservation and Drought Contingency Plan for the City of Pharr, Texas and replaces an existing plan adopted by the City in 2015. The adoption of the new plan is to stay in compliance with Title 30 TAC Chapter 288 and to comply with 31 TAC Chapter 363.15 to obtain financial assistance with the Texas Water Development Board.

The current extended drought affecting the watershed of the middle and lower Rio Grande has underscored the importance of water conservation and drought contingency planning to the City of Pharr. Water conservation and drought preparedness are essential if the City's to continue to meet its responsibility to provide adequate future

water supplies for its citizens. The Water Conservation and Drought Contingency Plan will serve to extend the City's available water supply, decrease water losses and waste, and will provide procedures for responding to and coping with drought and other water supply emergencies.

1.2 Location and Size of City

The City of Pharr, Texas is located in the Lower Rio Grande Valley of Texas at the intersection of US Highway 281 and 83. Figure 1.1 includes two maps showing the location of the City and its corporate boundaries.

1.3 Population

The City has a current population of approximately 70,400 according to the latest census data in 2010 and is estimate to have a current population of approximately 79,487 according to Population Division, U.S. Census Bureau.

The projected population growth for the City is shown in the table below as showed in the 2018 Regional Water Plan prepared for Texas Water Development Board.

Projected Growth for the City of Pharr	
Year	Regional Water Plan
2020	89,220
2030	110,785
2040	132,437
2050	154,131
2060	175,826
2070	196,918

2.0 WATER SUPPLY AND DEMAND

2.1 Raw Water Supply

Nearly all cities in the Rio Grande Valley obtain the raw water supply from the Rio Grande River via canal system. The City of Pharr is no different. The City of Pharr has a contract with Hidalgo Irrigation County District No. 2 (HCID 2). HCID#2 delivers raw water to the City's 70 million gallons (MG) raw water reservoir at a cost of \$0.15730 per 1000 gallons of water metered delivered. **The raw water from the reservoir then flow through a 36" gravity line to the city intake wet well.** The City currently has a total of 10,639.377 acre-feet of water available as of January 2019.

The City of Pharr also uses groundwater well for emergency uses and can average a total of 900 gpm or approximately 1.3 MGD.

2.2 Description of Water Treatment, Storage and Distribution Facilities

The City owns and operates one 19.0 MGD Surface Water Treatment Plant that was built in 1984, expanded in 1997 and 2014. The WTP consists of a raw water pump station, 5-clarifiers, 1-rapid mix basin, 19 filters, 1-1MG clear well, 2-2MG ground storage tanks, 1-high service pump station. The City water distribution system consists of approximately 332 miles of water lines ranging from 2"-30" and four elevated storage tanks consisting of: 0.5 MG, 0.75 MG, and 2- 1.0 MG (total of 3.25 MG elevated storage). The City of Pharr, in addition to the elevated tanks, has 1,0 MG wet well and 2 – 2 MG ground storage tanks located at the Water Treatment Plant. The City has enough storage capacity (elevated and ground storage) until the year 2030.

The City's raw water pump station that is capable of delivering 19.0 MGD. The raw water pump station was completed in 2008 and expanded in 2013. The City also expanded the water treatment facilities from 10.0 MGD to the current 19.0 MGD capacity. The 19.0 MGD plant production is sufficient to serve the City of Pharr population projected growth through the year 2030.

2.3 Water Demand

In calendar year 2018, the water treatment plant treated approximately 2.857 billion gallons or 8790.76 acre-feet of raw water. In the last two years the City has average 7.85 MGD and a maximum average use (peak day use) of 10.93 MGD. **With an approximate population of 79,487 the average residential per capita use during the calendar year 2018 was approximately 99 gallons per capita per day. Compared with the year 2017, where the gallons per capita were 105 gpcd.** Compared with an estimated statewide average municipal use of 169 gpcd in 2013 (Texas Water Development Board, "2013 per Capita Water Use State Average". The relatively low water use is typical in the City for the last three year due to continued mandatory conservation efforts implement by the city, but with a continued population growth and economic development, water demand will increase especially during the summer. Water demand is project to increase to 3.2 billion gallons or 9,923 acre-feet per year in 2020, and nearly 3.9 billion or 11,933 acre-feet per year in 2030. With the City's current water rights standing at 10,639.377 and with projected demand to increase, this is clear indication that the City of Pharr will be challenged to meet future water demand.

2.4 Water Rates and Revenues

The City currently charges a meter monthly base service charge of \$22.50 for (5/8"-1.5"), \$26.00 (2"), \$55.00 (4") and \$90.00 (6") to each customer. The City's current water rates for residential are as follows, \$1.65 per 1000 gallons from 0-19,999 gallons and \$1.70 per 1000 gallons from 20,000+ and commercial water rates are from \$1.70 per 1000 gallons from 0-19,999 and \$1.85 per 1000 gallons from 20,000+. During fiscal year 2017-2018 total water system operating revenue was \$7.835 million.

3.0 WASTEWATER FACILITIES

3.1 Description of Wastewater Treatment Plant and Wastewater Collection System

The Wastewater Treatment Plant (WWTP) was expanded in 2011 to an 8.0 MGD. The plant is a complete mix variation of activated sludge process plant. The plant consists of headwork facility, two oxidation ditches, one BNR, six clarifiers, ultraviolet disinfection basin, digester, thickener, gravity belt thickener, belt press, effluent basin, and laboratory building. The next WWTP phase expansion will be to 10 MGD.

The Wastewater Collection System consists of 32 lift stations, 1-8.0 MGD WWTP, and approximately 160 miles of various pipes sizes from 6" to 42".

3.2 Sewer Rates and Revenues

The City currently charges a monthly base service charge \$14.55 to each residential customer connected to the sewer system; plus, \$0.98 per 1000 gallons of wastewater used up to 18,000 gallons per month. Commercial and industrial customers pay a base charge of \$22.97 per month and a rate of \$1.30 per 1000 gallons of wastewater use. During fiscal year 2017-2018 total wastewater system-operating revenue was \$5.264 million.

4.0 WATER CONSERVATION GOALS

4.1 Water Conservation Program

The City of Pharr's goals with respect to water conservation are to:

- To maintain the unaccounted water loss between 12 % to 10% or lower or between 10 gpcd to 12 gpcd (unaccounted water loss) or lower for the next 5 years beginning in Fiscal year 2018/2019 (October-September) and 10% to 8% or lower or between 8 gpcd to 10 gpcd (unaccounted water loss) or lower the next 10 years beginning fiscal year 2018/2019 (October-September) through improved water use accounting, replacement of old water lines, meter replacement, repair, meter efficiency testing and record keeping (fire department, city's street sweeper, and city's vector truck).
- Increase beneficial reuse of effluent from City's wastewater treatment plant to include municipal parks (if feasible), city's street sweepers, and construction use.
- To continue to be below the state average by a least 10% in water used per capita through implementation of the existing plumbing code, public education and awareness conservation programs and water reuse.

- To maintain our municipal use to less than a 115 gpcd in the next 5 years beginning in fiscal year 2018/2019 (October-September) and to lower the gpcd by 2 gpcd per year or to achieve 100 gpcd by 2028/2029. These goals may not be attainable depending on hot weather conditions and increase population.
- To maintain our municipal use to less than 100 gpcd in the next 10 years beginning fiscal year 2018/2019 (October-September) and to lower the gpcd per 0.5% per year or approximately 0.6 gpcd per year. This will be a difficult goal to achieve due to increase population and hot weather conditions. This goal will be evaluated on the efforts and results of the above 5-year goal.

4.2 Water Conservation Program

The following actions will be taken by the City of Pharr to accomplish the above goals:

A. Public Education and Awareness

Public education and awareness are an essential component of the City's water conservation program. The objective is to communicate to the City's residents the need for and benefits of water conservation and to provide useful consumer-oriented information on water conservation practices and technologies. The City will obtain and disseminate such information through a variety of avenues including:

- Providing water conservation literature to new utility customers at the time they apply for service, to utility customers reporting high water use, and the utility sales office on continuing basis.
- Providing consumer tips on water conservation in Consumer Confidence Report to be mailed annually; plus provide conservation tips on monthly water bill
- Providing literature on xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands.
- Presentation at different civic organizations, city events, and schools. The City will also obtain video and radio public service announcements on water conservation from the TWDB and make these available to the local media. TWDB videos on state water resources issues and water conservation will also be provided to the City of Pharr Cable Channel and PSJA School District cable channel. The City will also produce water conservation commercials using students and parents from the city to promote conservation and announcements that will be aired on the City of Pharr Cable Channel and will be provided to PSJA School District cable channel.

B. Plumbing Fixture Efficiency Standards

Since 1992 state law has prohibited the sale of certain plumbing fixtures that do not conform to specific water use efficiency standards. For example, water use by tank-type toilets sold within Texas is not to exceed 1.6 gallons per flush. Showerheads are limited to 2.5 gallons per minute flow rate. Similar water efficiency standards effectively supersede and replace local standards and eliminate the need for enforcement of plumbing code standards for water efficiency at the local level.

In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet the following standards:

- Shower Heads: No more than 2.50 gallons per minute at 80 pounds per square inch of pressure.
- Laboratory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
- Wall mounted, Flushometer Toilets: No more than 2.0 gallons per flush
- All other Toilets: No more than 1.6 gallons per flush
- Drinking Water Fountains: Must be self-closing

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

- Hot Water Pipes: Hot water lines not in or under a concrete slab should be insulated
- Pressure Reduction Valves: Pressure reduction valves may be installed where system pressures exceed 80 pounds per square inch
- Swimming Pools: Swimming pool should have recirculating filtration equipment
- Automatic Dishwashers: Automatic dishwashers installed in residential dwelling should be a design that uses a maximum of six gallons of water per cycle
- Automatic Clothes washers: Automatic Clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements. The use of water efficient plumbing fixtures in new construction and as replacements in existing construction is expected to significantly reduce per capita water use and wastewater flow over time. Importantly such saving will occur “passively” in that market penetration will occur as a consequence of new development and as old inefficient plumbing fixtures wear out and are replaced. Also, water saving associated with high efficiency plumbing fixtures are relatively predictable as the saving are not dependent on conscious effort by the customer to modify water use behaviors.

C. Plumbing Fixture Retrofit and Replacement

The City will encourage the retrofit and/or replacement of older, inefficient plumbing fixtures and appliances through the public education and awareness activities described

above. Emphasis will be placed on the expected cost saving and payback periods through reduced water, wastewater, and energy costs. In addition, the City will investigate the costs and benefits of replacing inefficient plumbing fixtures in all city-owned facilities.

D. Water Rate Structure

The current water structure rates will significantly encourage water conservation efforts from residential, commercial customers and thus resulting sustainability for future growth.

E. Metering and Repair

Metering all water services is an effective means of improving and maintaining control of water system operations and provides the basis for efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water deliveries and for unaccounted for water losses. The City of Pharr meters all water accounts, including those serving city facilities.

In April 2010 the City conducted a Meter Management Audit by JBS Associates. The audit included recommendations that are now being implemented such as testing meters annually and every two years depending on usage and age of the meter. Rule of thumb, if a 5/8" -3/4" meter has over a 1,000,000-gallon usage or over 15 years that meter should be changed. Other recommendations include correct meter sizing and replacement of oversize meters. Periodic testing will be conducted every year on approximate 5% of the 3/4" meter for efficiency verification. Meters found to be outside there parameters (+/- 5%) will be replaced. Master Meters (raw water meter and high service meters) at the Water Treatment Plant are tested annually by Sendero South, LLC, or other company, and results are reported to staff in writing and are filed for at a period of five years. Master meters which are not within +/-5% of standard will be repaired and/or replaced.

The City will continue to follow the recommendations from Meter Management Audit and has implemented recorded keeping of water usage of fire fighter usage, street sweeper use, vactor truck use, and flushing of water mains. These procedures will allow the City to better estimate actual water losses due to leakage and will aid in evaluating the costs and benefits associated with leaks detection and the repair or replacements of main waterlines.

F. Leak Detection, Repair, and Water Loss Record Keeping

Along with a Meter Management Audit a Water Distribution System Report was done. The report pointed out two key areas in the city where we have substantial leaks. Most of these leaks are from 2" water lines, which the city has approximate 13 miles of these

lines. The City has started a replacement program to replace these water lines. We estimated a time of 5 yrs. to replace all 2" water lines.

Public Utilities staff will conduct annual visual audits to determine leaks concentrating around fire hydrants, water valves and grassy green areas of known water distribution lines. Staff will be required to investigate any grassy green areas during their daily routine, especially during dry weather conditions. The utilities staff will determine to do a systematic leak survey of the water distribution system if loss of water is greater than 15% annually.

Public Utilities staff conducts top-down audit, using existing records to provide an overall picture of water loss which is done annually and will continue to track these effort using this method. The Public Utilities staff has implemented monthly record keeping and tracking to estimate a more accurate water loss of unaccounted water in areas of fire fighting, unauthorized use of fire hydrants, street sweepers, vactor trucks, flushing of fire hydrants, overspill of water towers and water distribution line breaks.

G. Water Conserving Landscaping

The City does not plan to require water conserving landscaping, however, the city will through education, encourage residents to adopt water efficient landscaping and landscape maintenance practices. Through its public information program, The City encourages and supports the use of xeriscape landscaping techniques. Public Utilities staff distributes xeriscape literature at public meeting on water conserving landscaping and lawn watering methods. Particular emphasis is placed on providing such information in advance of and during the summer lawn water season.

H. Water Reuse

The City uses reclaimed wastewater effluent for plant operations/irrigation and in chlorination at the City's wastewater treatment plant. The effluent basin accommodates a 6" Gormann pumps that provide reuse water to the city golf course for irrigation purpose. The City is also looking at potential use of reuse water for various city services such as city street sweepers, city vactor truck and construction water tanks trucks.

I. Means of Implementation and Enforcement

A resolution by the City Commission has been approved adopting this water conservation plan (Appendix B.) The City's Public Utilities Department and City Manager will have primary responsibility for implementing the plan. The Public Utilities Department will be responsibility for keeping records of the implementation to verify water loss annually through top-down audits. (See 4.2F and 4.2K). These records will be compared to the goals stated above. The City's Police Department, Fire Department, and Public Utilities staff will have enforcement powers in accordance with the Drought Contingency Plan Ordinance. (Appendix C)

J. Wholesale Water Contracts

The City of Pharr will require, through contractual agreement, that any political subdivision or public water supplies contracting with City for wholesale water supply or wastewater services either (1) adopt the provisions of the City's water conservation and drought contingency plan; or (2) develop and adopt a plan which meets the requirements of the TWDB or TCEQ. **At present, the City's is not a wholesaler.**

K. Record Management System

The City of Pharr record of management includes the following: purchased water, treated water and water sold. The user classes are recorded as: residential, senior citizens, commercial, municipal, and outside city limits. Based on the type of record keeping the system has established would allow to keep track of the effectiveness of our annual goals. **As mentioned on Section 4.2 F top-down audit will give us a general knowledge if we meet our annual goal.** Even though no monthly goals are established, we believe by setting the annual goal will set the margin to meet a goal monthly. With better record keeping as mentioned above we can continue to track our progress in meeting our goals in Section 4.1 annually.

4.3 Reporting

The City of Pharr will continue its water conservation programs indefinitely and will report to the Executive Administrator of the TWDB on the implementation and status of the City's water conservation programs for three (3) years after the closing date for loans made by the TWDB. The City is obligated to the TWDB (under Rule 31 TAC 363.71) to submit annual report describing the implementation, status, and quantitative effectiveness of the water conservation program (which includes the plan and implementation procedures). The annual report will be in a form and will include all information required by TWDB staff to determine the City's compliance with the Water Conservation and Drought Contingency Plan.

Drought Contingency Plan

City of Pharr

P.O Box 1729 Pharr 78577

CCN# 11918

PWS # 1080009

February 21, 2019

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Pharr hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance/or resolution.

Water uses regulated or prohibited under this Drought Contingency Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X1 of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Pharr by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The City of Pharr will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of city public events, press releases or utility bill inserts.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Pharr is located within the Rio Grande Regional Water Planning Group and City of Pharr has provided a copy of this Plan to the Rio Grande Regional Water Planning Group.

Section V: Authorization

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Pharr. The terms "person" and "customer" as used in the Plan to include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

1. **Aesthetic water use:** water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
2. **Commercial and institutional water use:** water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
3. **Conservation:** those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
4. **Customer:** any person, company, or organization using water supplied by the Hidalgo Irrigation District #2.
5. **Domestic water use:** water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
6. **Even number address:** street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

7. **Industrial water use:** the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

8. **Landscape irrigation use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

9. **Non-essential water use:** water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

b) use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;

c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

e) flushing gutters or permitting water to run or accumulate in any gutter or street;

f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

10. **Odd numbered address:** street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. In addition to:

1. Supply-related problems, such as reductions in supply due to drought and water rights permits or water contracts constraints;

2. System-related problems, such as equipment failures and line breaks;
and
3. Other conditions that may affect or otherwise limit the City of Pharr's ability to meet the demand for water

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII—Definitions,

- (a) When total daily water demand equals or exceeds 15.0 MGD for 5 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:

- (a) When total daily water demand equals or exceeds 18.0 MGD for 3 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers — SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

- (a) Continually falling treated water reservoir levels which do not refill above 75% percent overnight based on an evaluation of minimum treated water storage required to avoid system outage.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when:

- a) When the water supply available from the Hidalgo Irrigation District #2 is equal to or less than 5,000 acre-feet.
- b) When, pursuant to requirements specified in the City of Pharr water purchase contract with Hidalgo Irrigation District #2 notification is received requesting initiation of Stage 4 of the Drought Contingency Plan.

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

- a) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
- b) Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 6 Triggers -- WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when (describe triggering criteria, see examples in Stage 1).

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section IX: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/ her designee shall notify the public by means of:

- a) City Website/Social Media
- b) publication in a newspaper of general circulation, direct mail to each customer,
- c) public service announcements,
- d) signs posted in public places

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- 1) Mayor / Chairman and members of the City Council
- 2) Fire Chief (s)
- 3) City and/or County Emergency Management Coordinator(s)
- 4) County Judge & Commissioner(s)
- 5) State Disaster District / Department of Public Safety
- 6) TCEQ (required when mandatory restrictions are imposed)
- 7) Major water users
- 8) Critical water users, i.e. hospitals
- 9) Parks /street superintendents & public facilities managers

Stage 1 Response -- MILD Water Shortage Conditions

Target: Achieve a 5% percent reduction in daily water demand.

Voluntary Water Use Restrictions for Reducing Demand

- a) Water customers are requested to voluntarily limit landscape irrigation to Sundays and Thursdays for customers with a street address ending in an even number (0,2,4,6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1,3,5,7 or 9), and to irrigate landscapes only

between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or using drip irrigation system is exempt from these requirements.

b) The public is asked to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (e.g. Sunday/Thursday or Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not use. High-pressure washers with flow control will also be allowed.

c) The public is asked to discontinue the use of ornamental water features fountains.

d) All operations of the City of Pharr shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

e) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions.

Target: Achieve a 7% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Wednesdays for water customers with street address ending in an odd number (1, 3, 7, or 9) and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or drip irrigation system is exempt from these requirements.

b) The public is allowed to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (Sundays/Thursday and Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not in use. High-pressure washers with flow control will also be allowed.

c) The public must discontinue the use of ornamental water features (e.g., fountains) unless provision is made to recirculation of water. The failure to prevent or control the "water waste" is also prohibited.

d) Definition: The term “water waste” shall include wash down of driveways, sidewalks, parking areas, street and their areas and failure to take timely action to repair a leak determined by the Director of Utilities.

Stage 3 Response -- SEVERE Water Shortage Conditions

Target: Achieve a 10% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- a) Irrigation of landscaped areas shall be limited to designated days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Hidalgo Irrigation District #2. The City of Pharr Golf Course irrigates using Reclaimed water from the City of Pharr Wastewater Treatment Plant.
- c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- d) High-pressure washer for cleaning of sidewalk, driveway and entryways will not be allowed and will be considered a “waste of water”. Steam cleaner will be allowed.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 15% percent reduction in daily water demand.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers is prohibited at all times.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 pm and 8:00 am

c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi type pools is prohibited.

d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

f) Steam Cleaner will not be allowed for cleaning of driveway, sidewalk, and entryway.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

Target: Achieve a 20% percent reduction in water demand, total water use, daily water demand.

Water Use Restrictions for Reducing Demand. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

(a) Irrigation of landscaped areas is absolutely prohibited.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.

Stage 6 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Pharr of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Pharr offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Pharr on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Pharr in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Pharr of a reduction in the number of person in a household shall be fined not less than \$1000.00 dollars.

Residential water customers shall pay the following surcharges:

<u>\$10.00</u>	for the first 1,000 gallons over allocation.
<u>\$20.00</u>	for the second 1,000 gallons over allocation.
<u>\$35.00</u>	for the third 1,000 gallons over allocation.
<u>\$75.00</u>	for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the

Hidalgo Irrigation District #2 of a greater number on a form prescribed by the City Manager. The City Manager and/or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Hidalgo Irrigation District #2 offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City

Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Hidalgo Irrigation District #2 in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Pharr of a reduction in the number of residents in a household shall be fined not less than \$1000.00 dollars. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

<u>\$10.00</u>	for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
<u>\$20.00</u>	thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
<u>\$35.00</u>	thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
<u>\$75.00</u>	thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager and/or his/her designee for each non-residential commercial customer, other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 25% percent of monthly usage is less than 5000 gallons, shall be allocated 5000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Hidalgo Irrigation District #2 to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager or alternatively, a special water allocation review committee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 0 gallons through 20,000 gallons per month:

<u>\$25.00</u>	per thousand gallons for the first 1,000 gallons over allocation.
<u>\$50.00</u>	per thousand gallons for the second 1,000 gallons over allocation.
<u>\$75.00</u>	per thousand gallons for the third 1,000 gallons over allocation.
<u>\$100.00</u>	per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 20,001 gallons per month or more:

- 2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- 4 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- 10 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- 30 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section X: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Pharr for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2000.00 dollars. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$30.00, and any other costs incurred by the City of Pharr in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the Hidalgo Irrigation District #2, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Police officer and code compliance officer, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her- to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 17 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Pharr within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s).

- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

SECTION 2: That except as herein amended, this Ordinance shall be cumulative of all other ordinances and said Ordinances shall remain in full force and effect, unimpaired hereby.

SECTION 3: 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 4: 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 3rd day of October 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ 2022.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the
_____ 2022.**

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, out of Lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. *(2nd Reading)* **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: This item is the 2nd reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, being situated within the extraterritorial jurisdiction of the City of Pharr, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/12/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022

O-2022-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 13.12 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED SOUTH OF WEST JAVELINA DRIVE, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

Section 1: The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

Section 2: The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

Section 3: The territory hereinafter described contains approximately 13.12 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,264 acres (23.85 square miles) as of November 16, 2020; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, October 3rd, 2022 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

Section 6: A service plan as required by State Law is hereby adopted and attached as Exhibit A.

Section 7: The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

Section 8: That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

Section 9: That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

Section 10: That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

Section 11: That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 13.12 acres for a total of approximately 15,277 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS
OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the south side of West Javelina Drive. These properties are approximately **13.12 AC** and are illustrated in EXHIBIT A and further described below:

OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: JENE & JONATHON BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will

extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

PROPERTY DESCRIPTIONS

1) OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

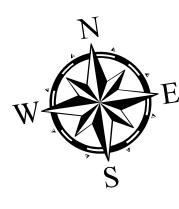
2) OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

SAVE AND EXCEPT that certain 1.83 acre tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas.

3) OWNER: JENE & JONATHAN BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.



Legend

- Tract 1

Tract 2

Tract 3

Pharr City Limit

Pharr ETJ
- Scale: 1 inch = 50 feet

0 20 40 80 120 160 Feet
- City of Pharr, Texas
Engineering Department
956.402.4221 Date: 9/27/2022
- All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: October 6, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on street closure request from Rick's Quick Stop for their Annual Customer Appreciation Day on November 19, 2022 from 3:00 p.m. to 6:00 p.m. **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Street closure request for their Annual Customer Appreciation Day on November 20, 2021 from 3:00 p.m. to 6:00 p.m.

Fiscal Consideration: None

Staff Recommendation: Staff recommends approval of street closure request.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 10/6/2022
Approved - 10/7/2022
Final Approval - 10/14/2022



**CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM**

P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313

Date of Event: 11-19-2022

Type of Event: ☐ Parade ☐ Walk-A-Thon ☒ Other CUSTOMER APPRECIATION DAY

NAME OF CONTACT PERSON: EMRIQUE RICK CASAS

ORGANIZATION (IF APPLICABLE): N/A

ADDRESS: 402 W STATE CITY: PHARR ZIP CODE: 78577

PHONE NO.: 956 533 9632 CELLULAR PHONE: 956 533 9632

FAX NO.: 956 781 1875 E-MAIL: RicksQS@yahoo.com

PURPOSE AND DESCRIPTION OF EVENT:

it will be our 22 yrs of our Customer Appreciation Day

START TIME: 3:00 END TIME: 6:00

ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: Ricks Quick Stop DAHLIA AVE

Ending Location: Ricks Quick Stop CANNA AVE

Will event occupy all or only a portion of the width of the street? All 402 STATE AVE

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information Joe Campos Inc Contact #: 956-638-9214

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

REC'D _____
CC _____

City Commission: _____

APPROVED _____

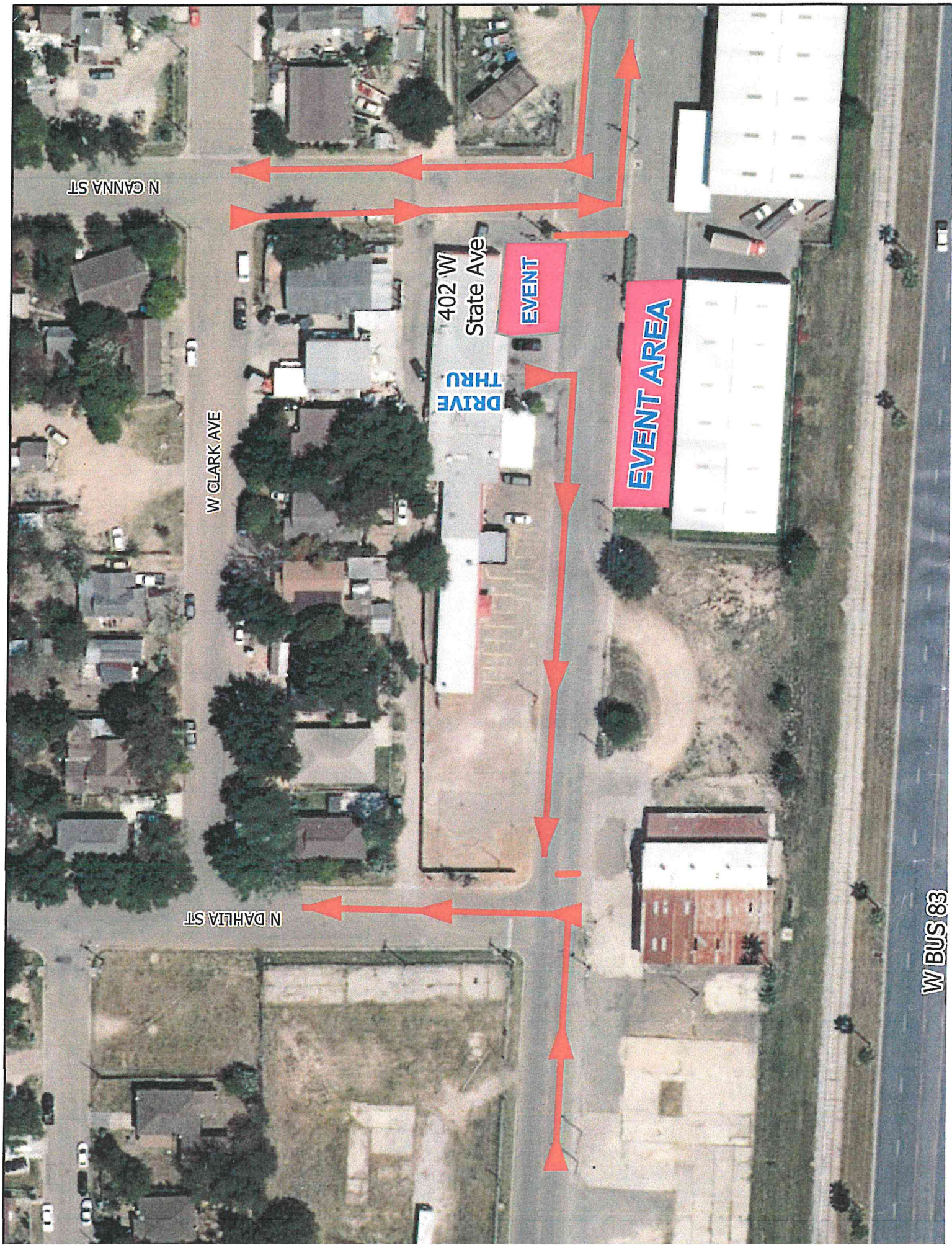
DENIED _____

OCT - 6 2022

City Manager's signature _____

Date _____

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS



N CANINA ST

W CLARK AVE

402 W
State Ave

DRIVE
THRU

EVENT

EVENT AREA

N DAHLIA ST

W BUS 83



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: October 3, 2022

MEETING DATE: October 17, 2022

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on request from American Legion Post 101 for the usage of the large hall at the Jose "Pepe" Salinas Recreation Center for twelve (12) events during the calendar year 2023. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The American Legion Post 101 is requesting the usage of the large hall at the Jose 'Pepe' Salinas Recreation Center with rental fees to be waived to host their special events during the calendar year 2023. **This item supports QL - Quality of Life.**

Fiscal Consideration: Facility usage for Large Hall for 12 events = \$18,000
Pharr Police Officers = \$5,040

Staff Recommendation: Staff recommends the City Commission to approve.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
Patricia Rigney
City Management Office

Created/Initiated - 10/3/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022



AMERICAN LEGION

VERMUND G. HANSEN POST 101

P.O. BOX 101
417 S. Cage Blvd.
PHARR, TEXAS 78577
Tel. 787-7451



Dr. Ambrosio Hernandez
Mayor City of Pharr
PO Box 1729
Pharr TX. 78577
September 25 , 2022

Dear Mayor Hernandez ,

As you Know , your American Legion Post 101 in Pharr has been hosting monthly dances for residents at Pepe Salinas Memorial Civic Center . Being a Veterans Non-Profit organization , not only do these dances promote our community building , but they are our main source of fundraising . All monies raised from concession sales , help us fulfill our important mission of advocating for the Veterans of our Great City of Pharr and South Texas . Thanks to you and our City Comission , this passed summer you respectfully allowed us space at Pepe Salinas civic center . With our Dances gaining popularity ,we humbly ask that the City of Pharr continues donating space once a month to promote our efforts and expand our reach on raising funds that are critical to keeping our doors open. This in-kind donation of space would drastically help meet the demand of our growing community and serve as a space where Pharr residents can convene regularly .

We hope that you consider helping our Mission to promote community and advocate for Pharr Veterans. We welcome the opportunity for a sit-down meeting or phone call to further discuss our request . Thank you for your time and we look forward to your response .

Respectfully
Lucio Gaitan Post 101
mylegion101@gmail.com
956-867-1680
417 S Cage Blvd.

A handwritten signature in cursive script, reading "Lucio Gaitan".



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED:

MEETING DATE: October 17, 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 #: 6.H.1.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Ruben Pacheco representing Encarlen, LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH). The property is legally described as being 0.22 acres more or less, out of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 2500-2600 Block of South Salamanca Street. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Ruben Pacheco representing Encarlen, LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH)

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) to Townhouse Residential District (R-TH).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/12/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022



MEMORANDUM

DATE: MONDAY, OCTOBER 17, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Townhouse Residential District (R-TH). The property is legally described as being 0.22 acres more or less, out of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 2500-2600 Block of South Salamanca Street. COZ#220952

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Ruben Pacheco representing Encarlen, LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH) in order to develop a two-lot subdivision and construct a townhouse on each of the lots.

The subject site is located on the west side of South Salamanca Street, approximately 260 ft. south of West Hall Acres Road and has a physical address of 2500 South Salamanca Street. The property is legally described as being 0.22 acres more or less, out of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Salamanca Street, a 50 ft. local street, that runs north and south with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The property to the south was rezoned to Single Family Residential District (R-1) on July 2, 2002. The property to the east was rezoned to Single Family Residential District (R-1) on June 15, 2004. The city limits lie to the west. The property is generally designated for commercial use in the Land Use Plan.

The Residential Townhouse District (R-TH) is established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied. Townhouse development is a low to medium-density use and before zoning to townhouse usage, the increased requirements for street, water and fire protection, wastewater, drainage, and adequate open space must be met. Townhouse developments must be properly buffered from nonresidential uses and protected from high volumes of non-single-family traffic, or from pollution and/or environmental hazards.

Twenty-five (25) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius owners on September 23, 2022, and a legal notice was published in the Advance News Journal on September 21, 2022. Staff received one response (1) response to the letters or the legal notice for information and eight (8) in opposition.

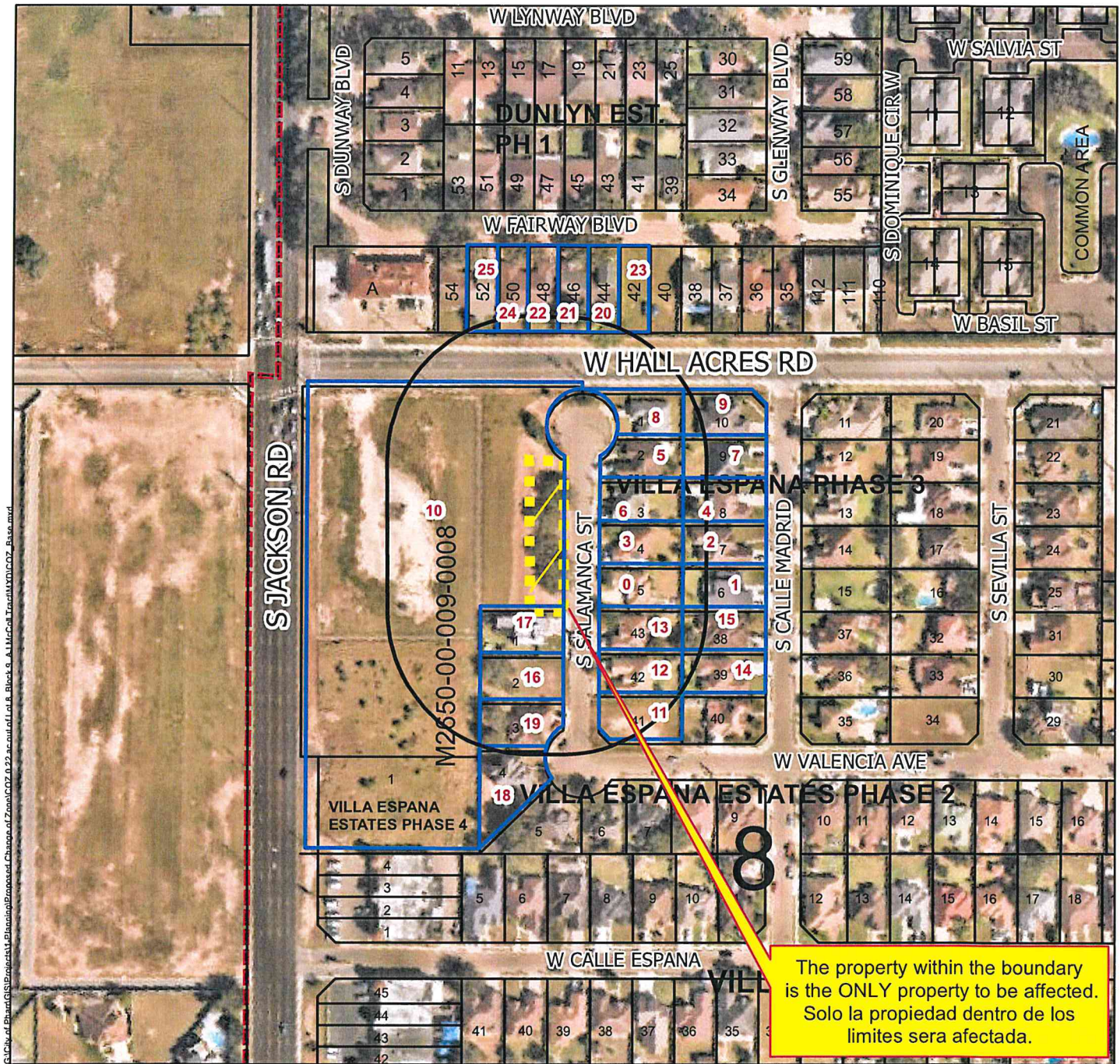
Development Services is recommending **approval** of the request to re-zone from General Business District (C) to Townhouse Residential District (R-TH) as the property meets area requirements, is in line with the future land use plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

NOTE: At the Planning and Zoning Commission meeting of October 10, 2022, the Board voted unanimously to approve the request for a change of zone General Business District (C) to Townhouse Residential District (R-TH) subject to the staff's recommendation. There were five members present and voting

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**

Proposed Change of Zone
0.22 ac out of Lot 8, Block 9, AJ McColl Tract
Ruben Pacheco, representing Encarlen Ltd



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

Townhouse

HUD Code

Rail Road R.O.W

Government Owned

General Business

Business District

Drainage Easement

Heavy Commercial

Heavy Industrial

Limited Industrial

Neighborhood Commercial

Office Professional

PSJA ISD

Hidalgo ISD

Valley View ISD

Planned Unit Development

200 ft Buffer Zone

Notified Properties

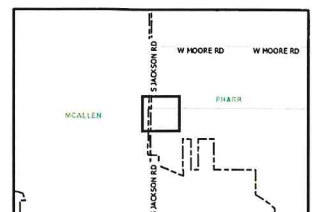
Subject Property

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

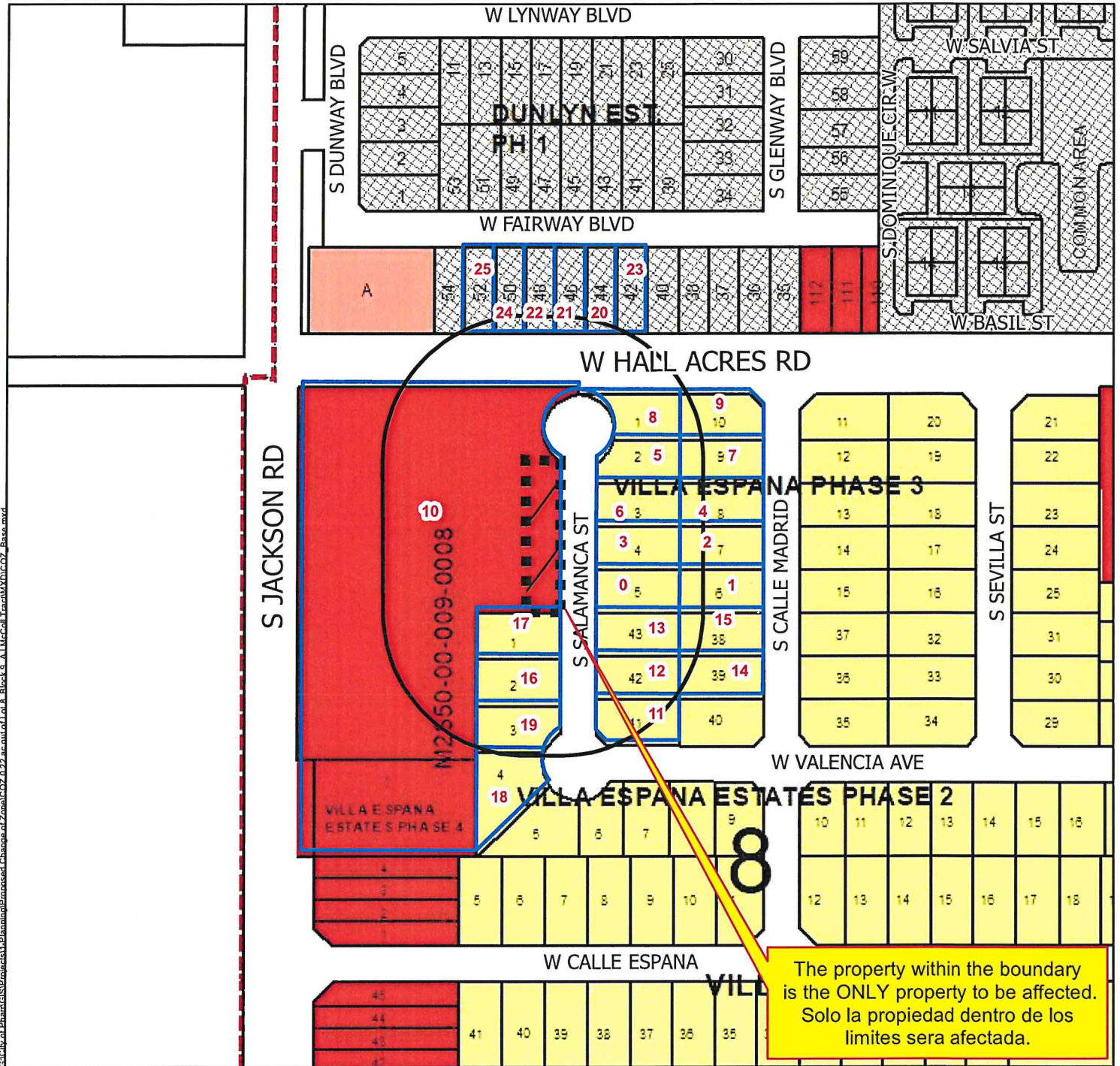
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/16/2022

Scale: 1 inch = 200 feet



Proposed Change of Zone
0.22 ac out of Lot 8, Block 9, AJ McColl Tract
Ruben Pacheco, representing Encarlen Ltd



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

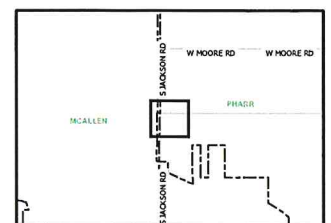
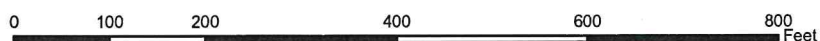
- 200 ft Buffer Zone
- Notified Properties
- Subject Property

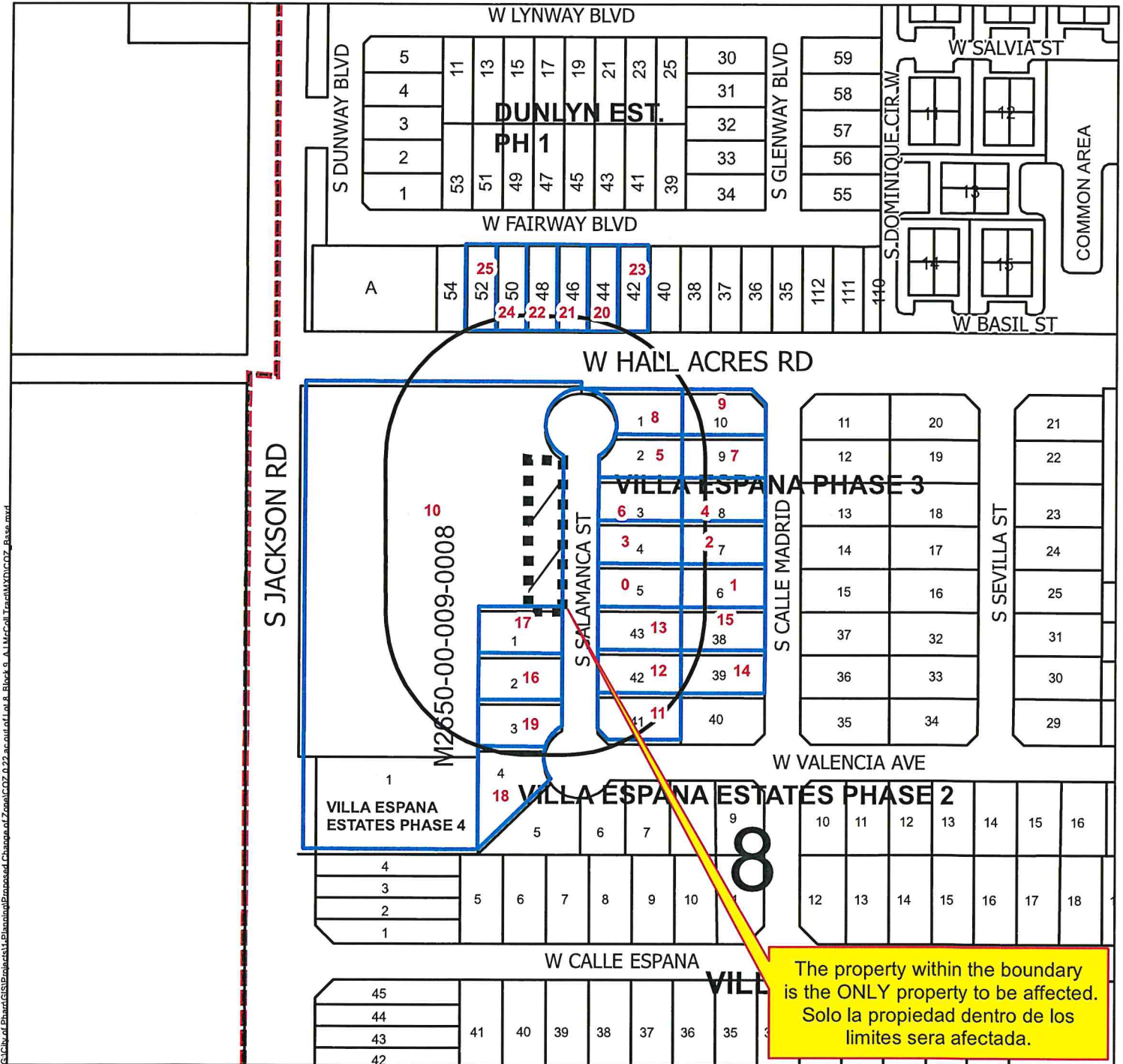
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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/16/2022

Scale: 1 inch = 200 feet





Zoning

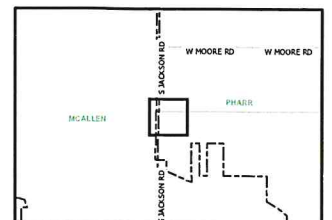
ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- 200 ft Buffer Zone
- Notified Properties
- Subject Property

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Ruben Pacheco

APPLICANT

General Business District (C)

CURRENT ZONE

2500 S Salamanca St

ADDRESS

Residential Town House (R-TH)

PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4	Is the property located along a major thoroughfare?		X
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?		X
8	Will a buffer be required?		X
9	Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from General Business

District (C) to Townhouse Residential District (R-TH) as the property meets area requirements.

is in line with future land use plan, and has adequate ingress and egress. If approved, the owner

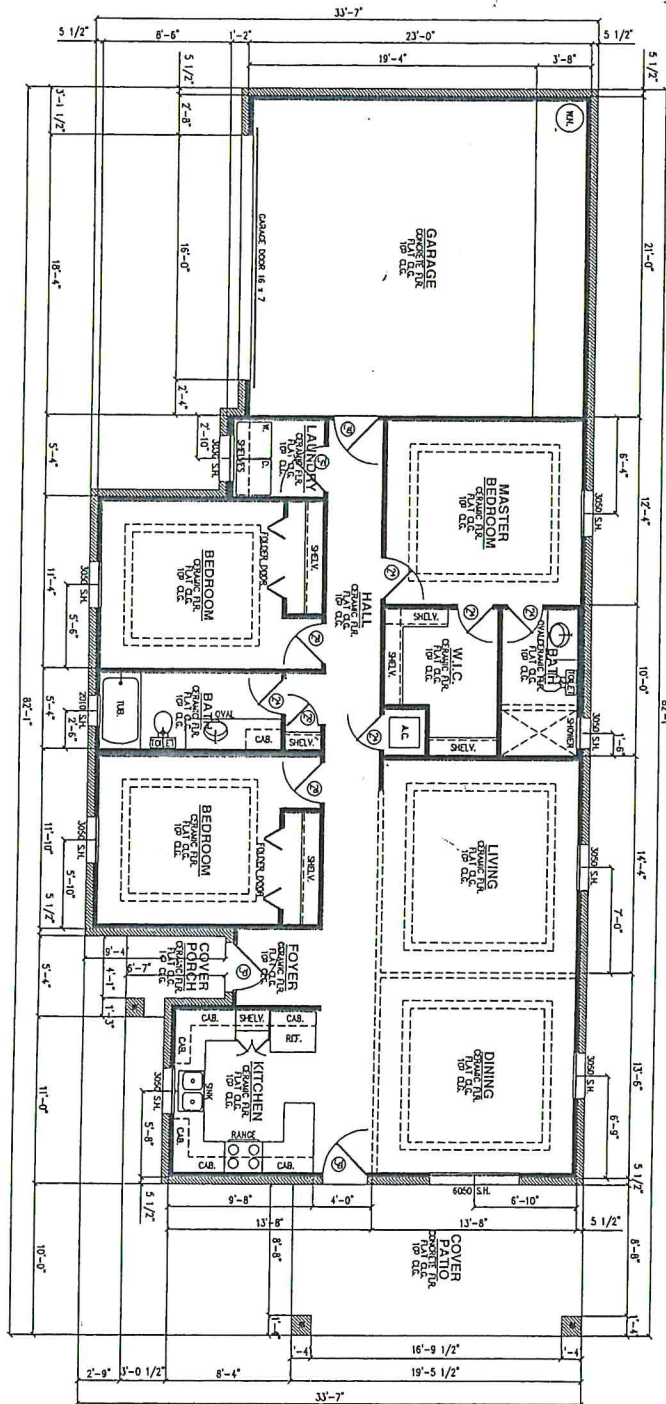
must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner I

PREPARED BY

October 5, 2022

DATE



AREAS		
LIVING	1,556.00	SQ. FT.
GARAGE	513.00	SQ. FT.
COVER PATIO	195.00	SQ. FT.
COVER PORCH	31.00	SQ. FT.
TOTAL	2,295.00	SQ. FT.

SHEET NO.
1-3

FLOOR PLAN
SCALE: 1/8" = 1'-0"

DRAWN BY: O.C.	REVISED DATE:
CHECKED BY:	JUL - 04 - 2022
COMPUTER:	

PROJECT NAME:
Proposed Residence for

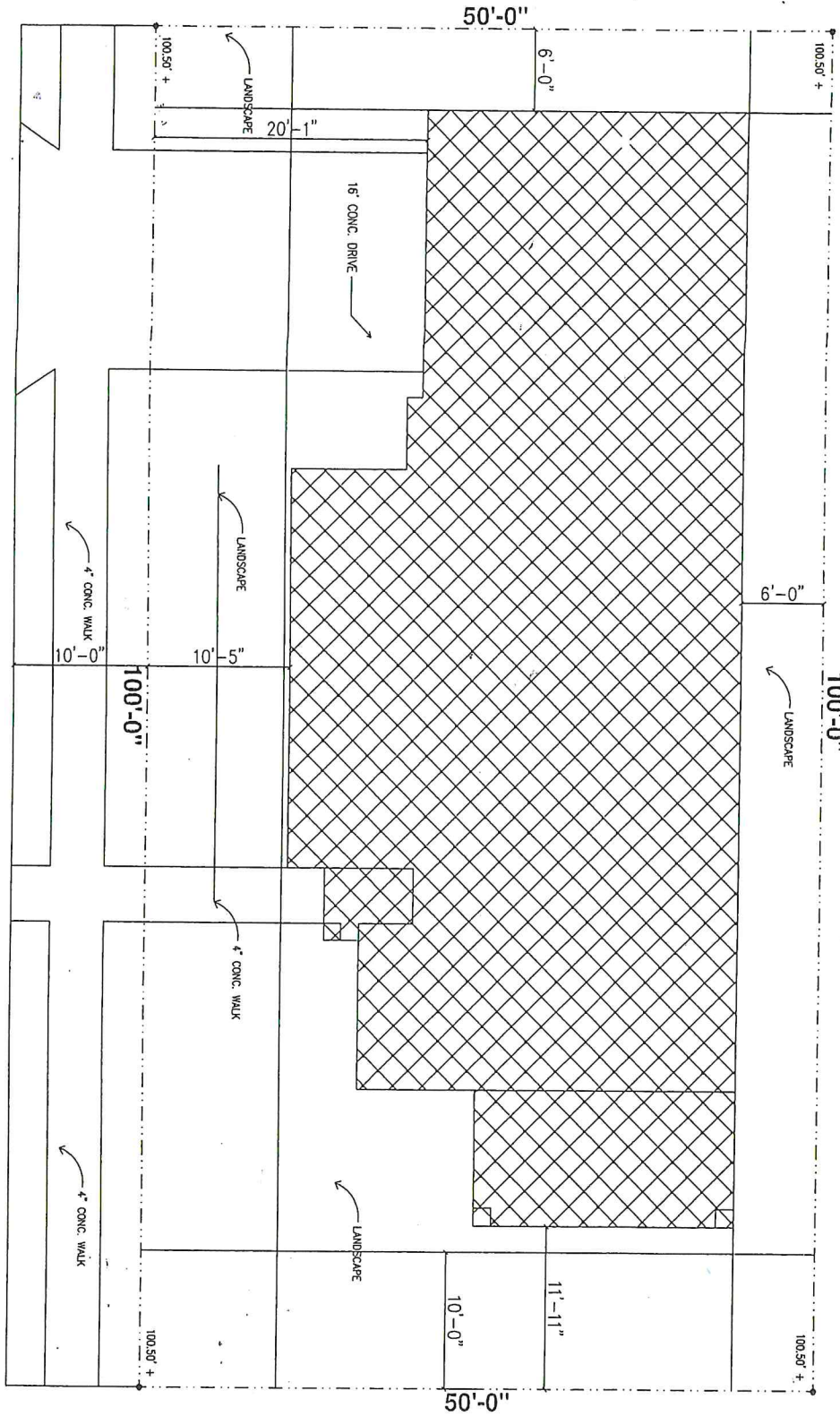
LEGAL DESCRIPT.

CESAR H. SANCHEZ
Design Group

McAllen, Hidalgo
County of Texas

phone (956) 225 65 82
architectsanchez@livo.com

PROJECT NO.
070422



SHEET NO.
3 - 3

SITE PLAN

SCALE: 1/8" = 1'-0"

DRAWN BY: O.C.	REVISED DATE:
CHECKED BY:	JUL - 04 - 2022
COMPUTER:	

PROJECT NAME:
Proposed Residence for

LEGAL DESCRIPT.

CESAR H. SANCHEZ
Design Group

McAllen, Hidalgo
County of Texas

phone (956) 225 65 82
architectsanchez@live.com

PRODUCT NO.
070422

P.O.B.
N.W. COR.
LOT 8,
BLOCK 9

HALL ACRES ROAD

(40.0' R.O.W. - 25.1' E-E)

(S 81°35'00" E)

S 81°28'16" E

426.20'

TOP

40.00'

S 08°31'44" W

SCALE: 1" = 10'

CURB

681.30'

57.5' R.O.W.

(VOL. 1000, PG. 361, H.C.D.R.)

(VOL. 1001, PG. 693, H.C.D.R.)

CALICHE

DIRT ROAD

5.36 AC. GROSS

0.90 AC. JACKSON RD. R.O.W.

0.17 AC. HALL ACRES RD. R.O.W.

4.29 AC. NET

Proposal that utilities be
connected to Phase III; II

I = 150°00'00"

R = 50.00'

L = 130.90'

T = 186.60'

CL = 96.59'

CH = S 23°31'44" W

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BASE OF BEARING AS PER S/D PLAN
ADJACENT SUBDIVISION
VOLUME 21, PAGE 500, H.C.M.R.

JACKSON ROAD (F.M. 2061)

(100.0' R.O.W. - 65.5' B-B)

(N 08°25'00" E)
N 08°31'44" E

CURB

DIRT ROAD

SCPS

IRF

N 81°28'16" W 284.30'

(N 81°35'00" W)

226.80'

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VILLA ESPANA ESTATES

(VOL. 36, PG. 169B, H.C.M.R.)

VILLA ESPANA ESTATES PHASE II

(VOL. 42, PG. 03, H.C.M.R.)

50' SALAMANCA STREET

Villa España
Estates Phase III

LEGEND

- X- = CHAIN LINK FENCE
- B-B = BACK OF CURB TO
BACK OF CURB DISTANCE
- E-E = EDGE OF PAVEMENT TO
EDGE OF PAVEMENT DISTANCE
- L = LOT LINE
- P = PROPERTY LINE
- Z = COMMON OWNER
- IRS = SET 1/2" IRON ROD WITH A
PLASTIC CAP STAMPED "CVQ LS"
- IRF = FOUND 1/2" IRON ROD
- SCPS = SET COTTON PICKER SPINDLE

NOTE:

BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM
NAD 83, SOUTH ZONE.

SUBJECT TO RULES, RIGHTS, REGULATIONS, AND EASEMENTS
OF RECORD IN FAVOR OF HIDALGO COUNTY IRRIGATION

DISTRICT No. 2.

plan 52961





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.2.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Rich Heritage Construction Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 0.28 acres, more or less, out of Lot 121, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1506 West Heritage Drive. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Rich Heritage Construction Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress.

At the Planning and Zoning Commission meeting of October 10, 2022, the Board voted unanimously to recommend approval of the rezoning request. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/12/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022



MEMORANDUM

DATE: MONDAY, OCTOBER 17, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 0.28 acres, more or less, out of Lot 121, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1506 West Heritage Drive. COZ#220848

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Rich Heritage Construction Inc. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct a duplex on subject property.

The subject site is located on the North side of West Heritage Drive, approximately 1,195 feet west of North Sugar Road and has a physical address of 1506 West Heritage Drive. The property is legally described as being 0.28 acres out of Lot 121, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Heritage Drive, a 50' – 60' local street that runs east and west with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The subject property and the properties to the north, south, east, and west were zoned to Agricultural and/or Open Space District (A-O) when the properties were annexed to the City of Pharr on November 18, 1986. The property to the east was rezoned to General Business District (C) on February 15, 2000. Later, on November 3, 2014, the property was rezoned to Heavy Industrial District (H-I). The property to the south was rezoned to Medium Density Multi-Family Residential District (R-3) on June 4, 2018. The property to the north was rezoned to Single Family Residential District (R-1) on October 5, 1993. The properties to the west were zoned to Single Family Residential District on April 20, 2004. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single family use in the Land Use Plan.

The Residential Multi-Family High Density District is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be property buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Twenty-two (22) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on September 23, 2022, and a legal notice was published in the Advance News Journal on September 21, 2022. Staff received no response to the letters or the legal notice.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) at the meeting on October 10, 2022.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Rich Heritage Construction Inc.

APPLICANT

1506 West Heritage Drive.

ADDRESS

Agricultural and/or Open Space District
(A-O)

CURRENT ZONE

Residential Multi-Family High Density
District (R-MFHD)

PROPOSED ZONE

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?		X
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?		X
8 Will a buffer be required?		X
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

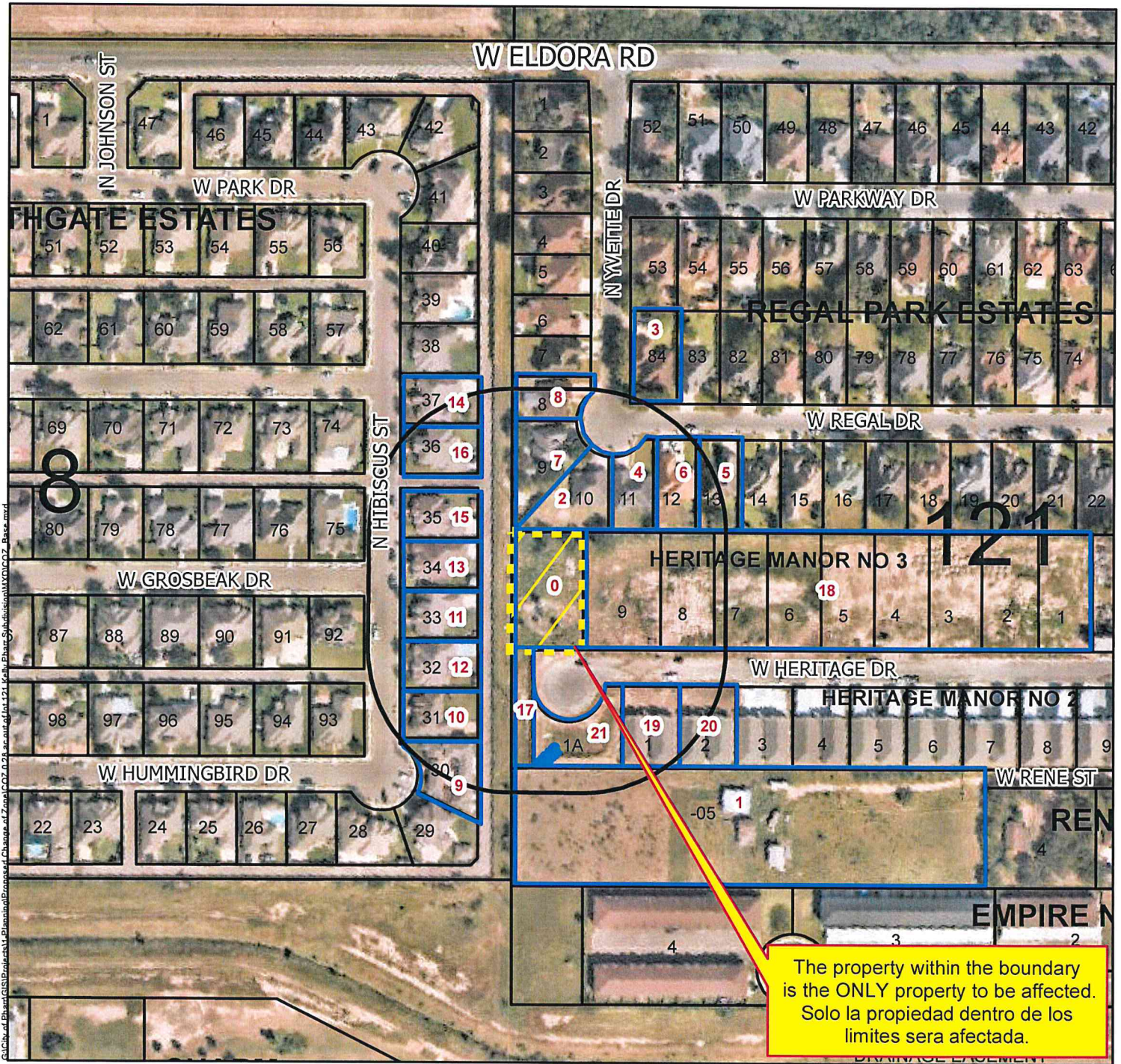
Development Services is recommending approval of the request to re-zone to Residential Multi-Family High
Density (R-MFHD) as the property meets area requirements and has adequate ingress and egress. If approved, the
owner must comply with all City Ordinances and City Department requirements.

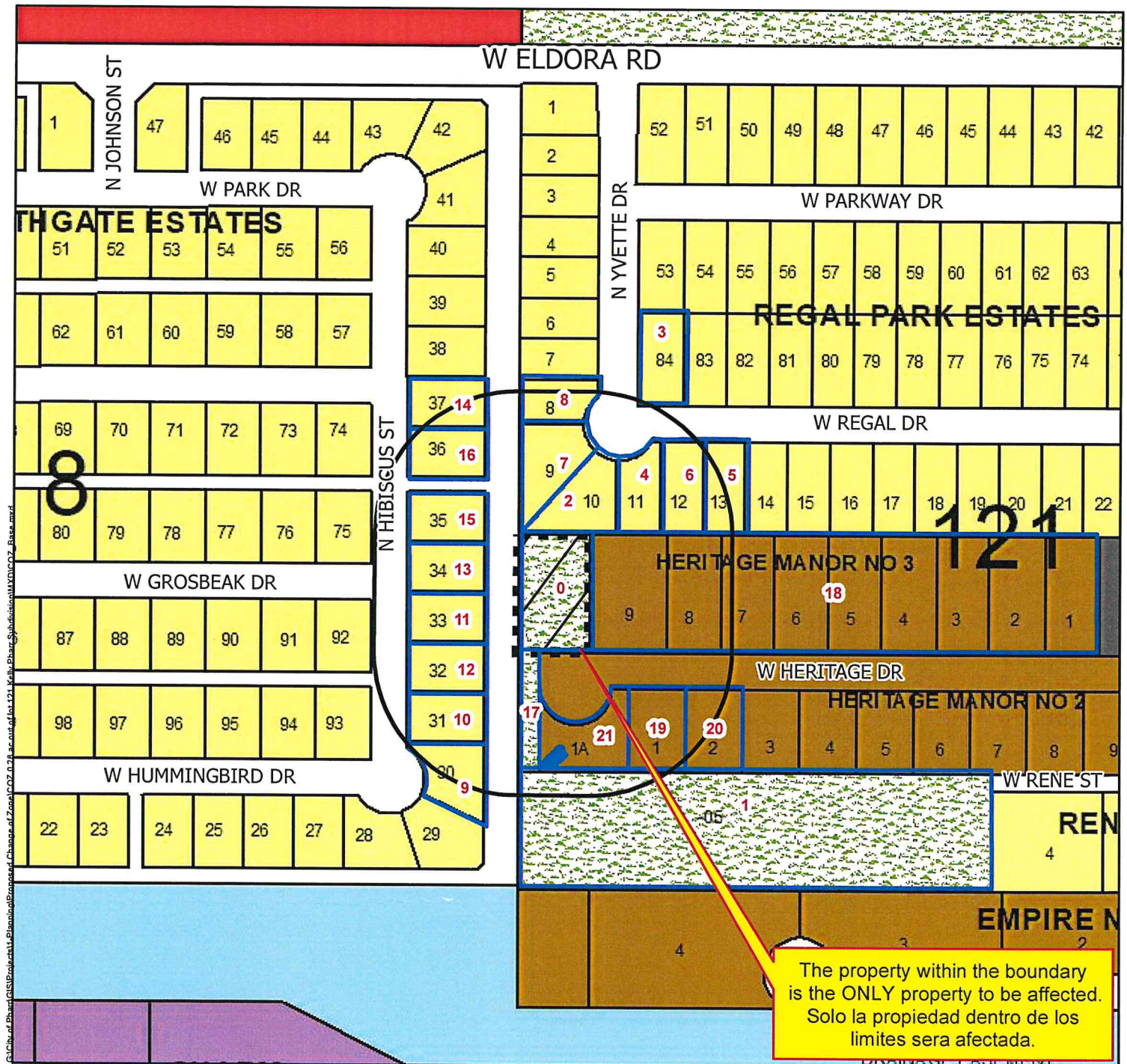
Anaisa Licerio, Planner II

PREPARED BY

October 4, 2022

DATE





Zoning

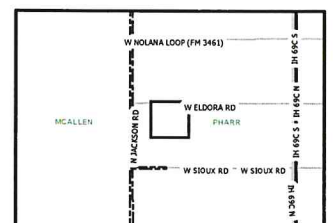
ZONE

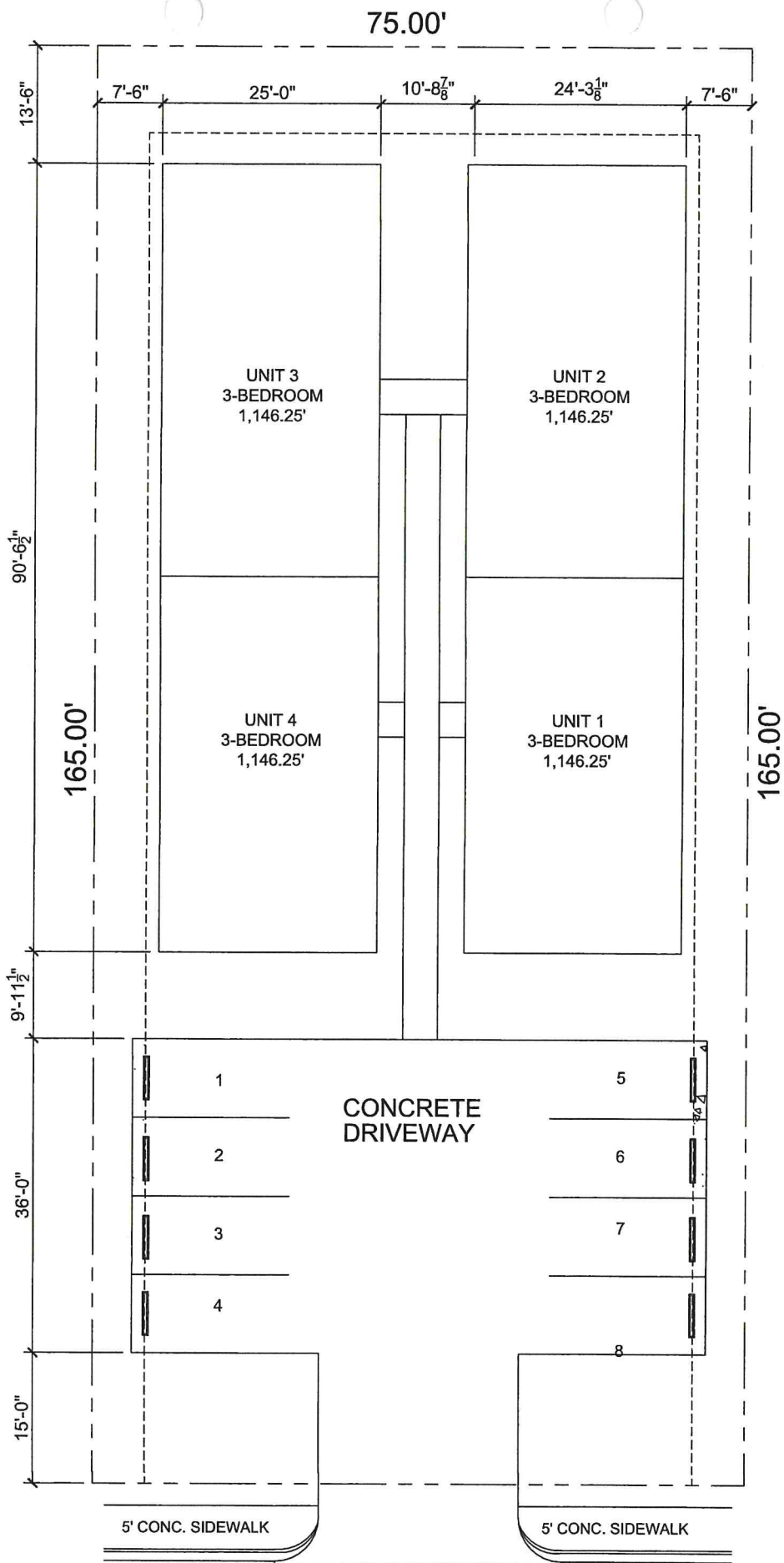
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- 200 ft. Buffer Zone
- Notified Properties
- Subject Property

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.3.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Elbow's Mac and Cheese Texas, LLC., has filed with the Planning and Zoning Commission a request for a 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 0.067 acres, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 South Jackson Road, Suites 3 & 4. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Elbow's Mac and Cheese Texas, LLC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/12/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022



MEMORANDUM

DATE: MONDAY, OCTOBER 17, 2022

TO: MAYOR AND CITY COMMISSION

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#220950 (ELBOW'S MAC AND CHEESE TEXAS, LLC)

GENERAL INFORMATION:

APPLICANT: Elbow's Mac and Cheese Texas, LLC., has filed with the Planning and Zoning Commission a request for a 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 0.067 acres, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1401 South Jackson Road, Suites 3 & 4

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Residential Multi-Family High Density (R-MFHD) to the east and City Limits lie to the west. This area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Pending inspection of the

the Conditional Use Permit

**CODE COMPLIANCE
DIVISION:
HEALTH DIVISION:**

Pending inspection of the
Conditional Use Permit.
Pending inspection of the
Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**HOURS OF
OPERATION:**

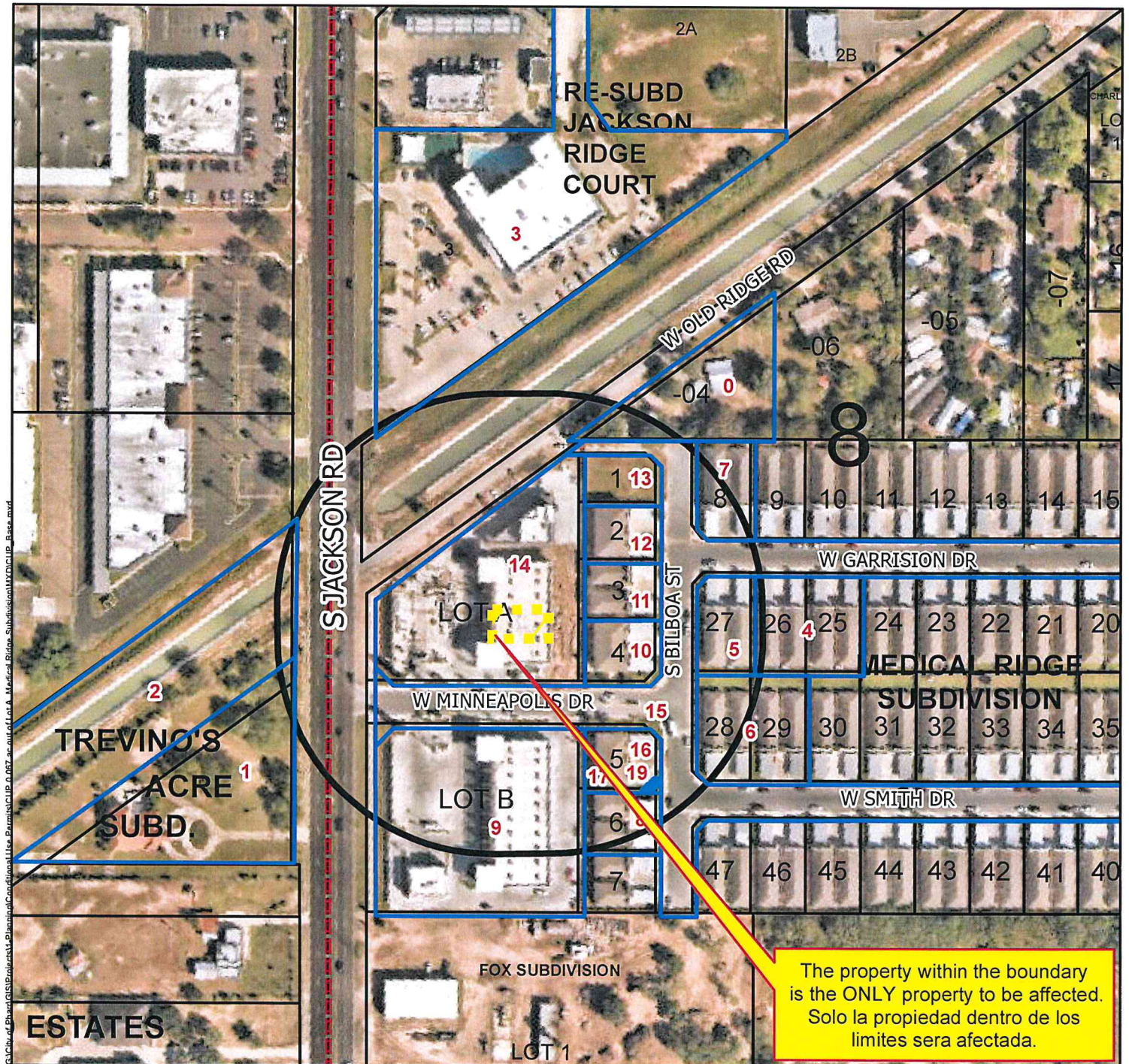
Hours of operation will be from Sunday through Saturday from
6:00 A.M. to 11:00 P.M.

**NOTIFICATION
OF PUBLIC:**

Eighteen (18) surrounding property owners were notified of the
request by letter on September 23, 2022, and a legal notice
was published in the Advance News Journal on September 21,
2022. Staff received no response to the letters or the legal
notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

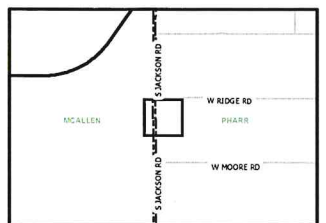
Development Services is recommending approval of the
Conditional Use Permit to allow the sale of alcoholic beverages
for on-premise consumption in a General Business District (C)
subject to applicant and site being in compliance with all City
Ordinances and City Department requirements.

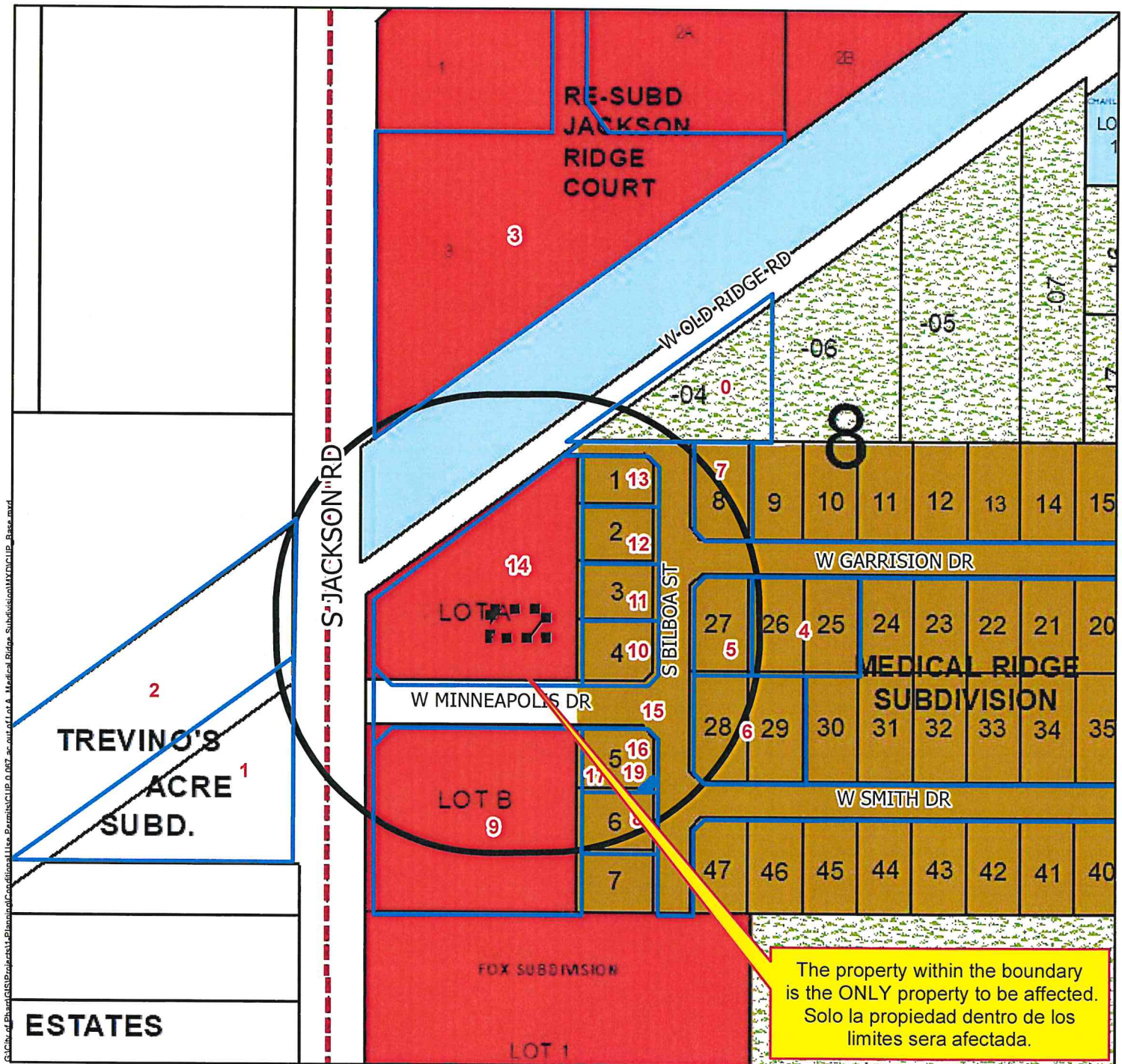


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | General Business | Office Professional |
| Single Family Small Lot | Business District | PSJA ISD |
| Residential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

- Subject Property
- Notified Properties
- 300 ft Buffer Zone

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial

- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- Subject Property
- Notified Properties
- 300 ft Buffer Zone

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



1401 S. Jackson Rd.
suite 3 & 4
Pharr, Tx
78577

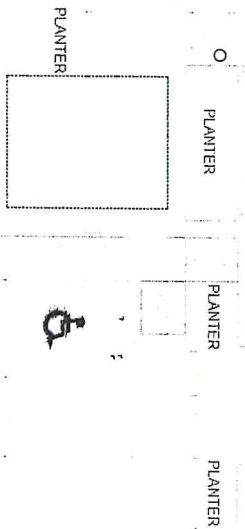
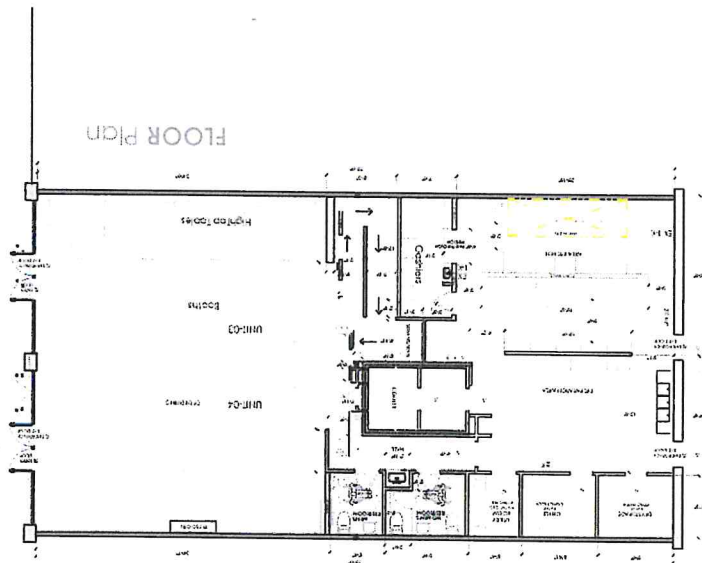
elbowz

MAC N' CHEESE

Suite 3
1,532.31 SQFT

Suite 4
1,532.31 SQFT

Total SQFT
3,064.62



S. Jackson Rd.

S. Jackson Rd.

W. Minneapolis Rd

I'M ON DUE YOU MENU

MAC N' CHEESE

MULTI-GRAIN MAC +\$1.00

GLUTEN FREE MAC +\$2.00

CLASSICS

THE BLUE BOX

Our Craftier Version

REG LRG

7.55 9.55

MORE CHEESE 4 ME

Our Signature Four Cheese Mac

8.55 10.55

FAVORITES

WHEN PIGS FLY

Swiss, Gruyere & Smoked Applewood Bacon

9.55 11.55

WINGIN' IT

Hot Wing Sauce with Cheddar topped with Chicken & Blue Cheese

9.55 11.55

JALEPEÑO BUSINESS

Spicy Jalepeños with Sharp Cheddar & Habanero Jack

9.55 11.55

PIZZA MY HEART

Cheese, Pepperoni or Veggie

9.55 11.55

SPECIALTIES

HOLY COW

Angus Burger, Bacon, Mushrooms, Cheddar & Swiss

9.55 11.55

CAJUN SENSATION

Habanero Jack & Sharp Cheddar with Holy Trinity & Andouille Sausage

9.55 11.55

THE HANGOVER

Breakfast Mac, Eggs, Peppers, Onions & Potatoes with Cheddar & Muenster

9.55 11.55

Add Bacon, Sausage or Cheese +\$1.50 REG/+\$2.00 LRG

REG LRG

MACSALA

Exotic Indian Spice, Peppers & Onions

Add Chicken or Turkey +\$1.50 REG/+\$2.00 LRG

9.55 11.55

ELOTÉ MAC

Mexican Corn, Grilled Onions with Manchego & Parmesan

9.55 11.55

CHILLIN' OUT

Cheddar Mac topped with Homemade Chili

9.55 11.55

SO SHELLFISH

Lobster & Asparagus with Asiago & Parmesan

13.55 16.55

DON'T BE AFRAID O

Chicken & Broccoli or Seasonal Vegetables in Alfredo Mac

9.55 11.55

THIS LITTLE PIGGY GOT PULLED

Three Cheese Mac topped with BBQ Pulled Pork

9.95 11.95

OKEY DOKEY ARTICHOKEY

Spinach & Artichoke Dip Mac

9.55 11.55

EASY CHEESY CAPRESE

Roasted Tomatoes, Garlic & Basil

9.55 11.55

FUN GUY

Mushrooms, White Truffle Oil & Garlic with Gouda, Parmesan & Swiss

10.55 12.15

I CAN'T BELIEVE IT'S NOT CHEESE (VEGAN)

Cashew Cheese, Roasted Peppers & Onions

10.55 13.15

BUILD YOUR OWN MAC

Choose Size, Noodles, Cheeses, Veggies, Proteins & Spices

Starts at \$6.95

MORE MENU



COMBOS

HALF MAC

Any Choice Mac with Choice of Half Salad (Caesar or Garden) or Fries 9.95
 *Lobster +\$3.00
 *Vegan +\$1.00
 *Add Beverage +\$1.50

HALF SANDWICH

Any Choice Of Sandwich & Choice of Half Salad (Caesar or Garden) or Fries 9.95
 *Add Beverage +\$1.50

TRIO MAC

CHOOSE ANY 3 LARGE MACS

*Lobster +\$5.00 30.50
 *Vegan +\$1.00

MINI BOWS (FOR KIDS)

OUR BLUE BOX OR GRILLED CHEESE SANDWICH OR CHICKEN NUGGETS

Comes with Veggie Sticks & Cookie 5.99
 *Add 4 Piece Nuggets +\$1.89

GRILLED CHEESE

ADD A LAYER OF FRIED MAC N' CHEESE +\$2.00
 GLUTEN-FREE BREAD +\$2.00

CLASSIC GRILLED CHEESE

Made with Sharp Cheddar 6.50

SIGNATURE FOUR CHEESE

Grilled Cheese with Parmesan, Asiago, Fontina & Romano 7.50

SMOKED TURKEY

Smoked Turkey with Cheddar & Pepper Jack 7.95

SPINACH & ARTICHOKE

Spinach & Artichoke with Parmesan & Cream Cheese 7.50

MASALA

Cheddar, Onions, Peppers & Indian Spices 7.50
 Add Chicken or Burger +\$1.50

PHILLY CHEESESTEAK

Steak, Onions & Peppers with Provolone & American Cheese 7.95

PASTRAMI

Swiss & Gruyere 7.95

PULLED PORK

Swiss, Cheddar & Parmesan 7.95

TUNA MELT

Tuna with Pepper Jack & Cheddar 7.95

VEGGIE MELT

Grilled Veggies with Parmesan 7.95

CHICKEN PESTO MELT

Grilled Chicken Breast with Pesto & Provolone 7.95

MORE MENU

PIZZA

CHEESE	6.50
PEPPERONI	7.95
MAC N' CHEESE	8.95

SIDES

CHIPSTIX	4.95
With Cheese Sauce or Ranch	
FRENCH FRIES	3.85
GREEN BEAN FRIES	6.95
TRUFFLE FRIES	5.95
MAC N' CHEESE BITES	5.95
GARLIC BREAD	2.95
CHICKEN NUGGETS (6 Piece)	3.85
CHURROS (2)	4.00
TATOR TOTS	2.50
Pizza Tots 4.95 Cheesy Tots 3.95	

SALAD

ADD CHICKEN +\$1.50

	HALF	FULL
GARDEN SALAD	6.50	8.50
CAESAR SALAD	6.50	8.50
CHINESE CHICKEN	7.50	9.50
MEDITERRANEAN	7.50	9.50

DRINKS

FOUNTAIN DRINKS	2.50
BOTTLED SODA	2.50

CHECK OUT OUR PICTURES
ON INSTAGRAM

@elbowsmacncheese

#elbowsmacncheese



SHOOT IT!



SHARE IT!



HASHTAG IT!







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.4.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Tropical Snacks LLC., D/B/A Tropical Island has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lot B1, Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1911 North Veterans Boulevard. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Tropical Snacks LLC., D/B/A Tropical Island has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/12/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022



MEMORANDUM

DATE: MONDAY, OCTOBER 17, 2022

TO: MAYOR AND CITY COMMISSION

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#220949 (TROPICAL SNACKS LLC., D/B/A TROPICAL ISLAND)
--

GENERAL INFORMATION:

APPLICANT: Tropical Snacks LLC., D/B/A Tropical Island has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lot B1, Northpoint Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1911 North Veterans Boulevard.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned General Business District (C) to the north and south, Residential Multi-Family District (R-MF) to the west, and city limits lie to the east. This area is generally designated for single family use in the Land Use Plan.

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

HOURS OF OPERATION:

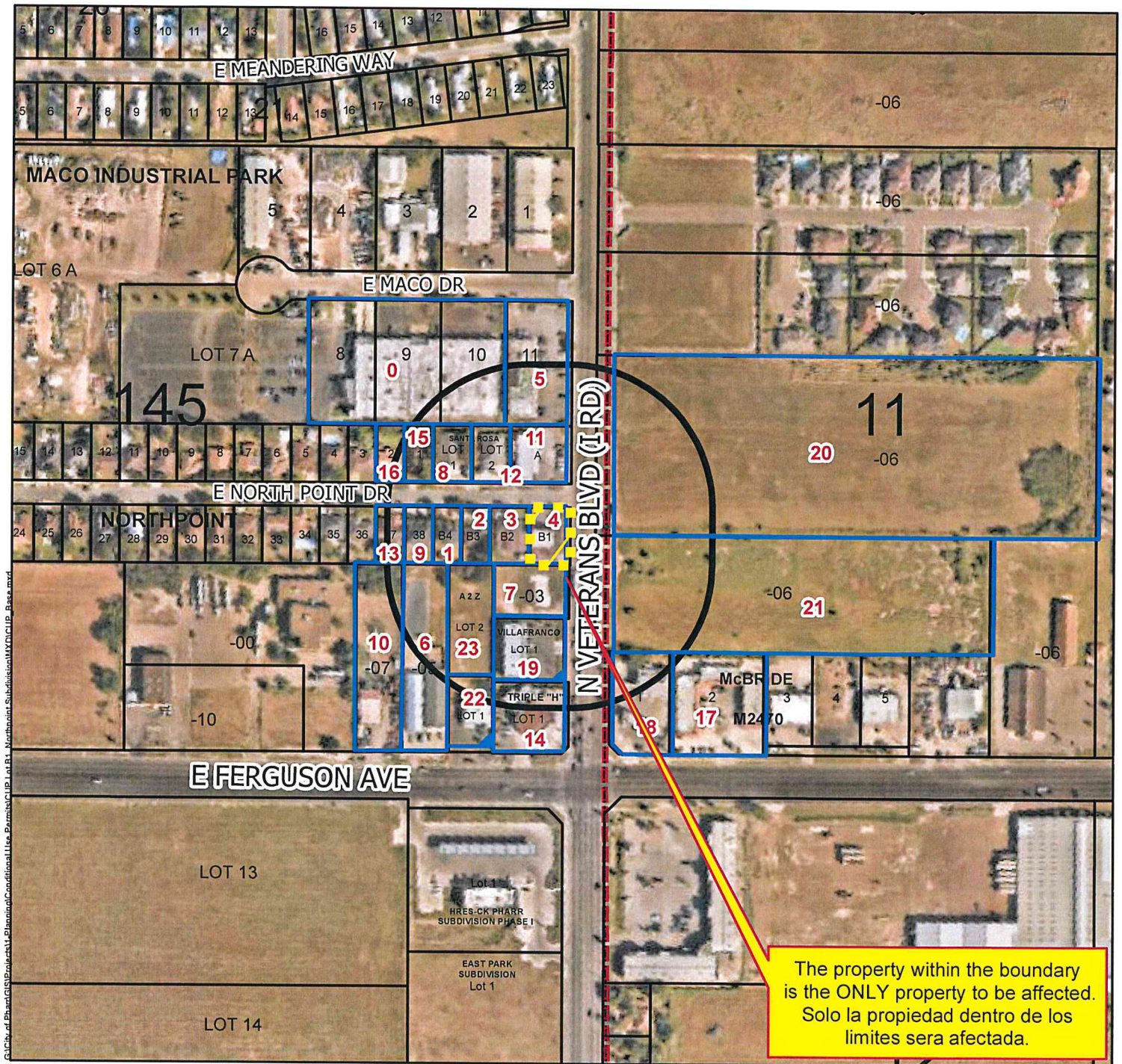
Hours of operation will be from Monday through Saturday from 12:00 P.M. to 10:00 P.M.

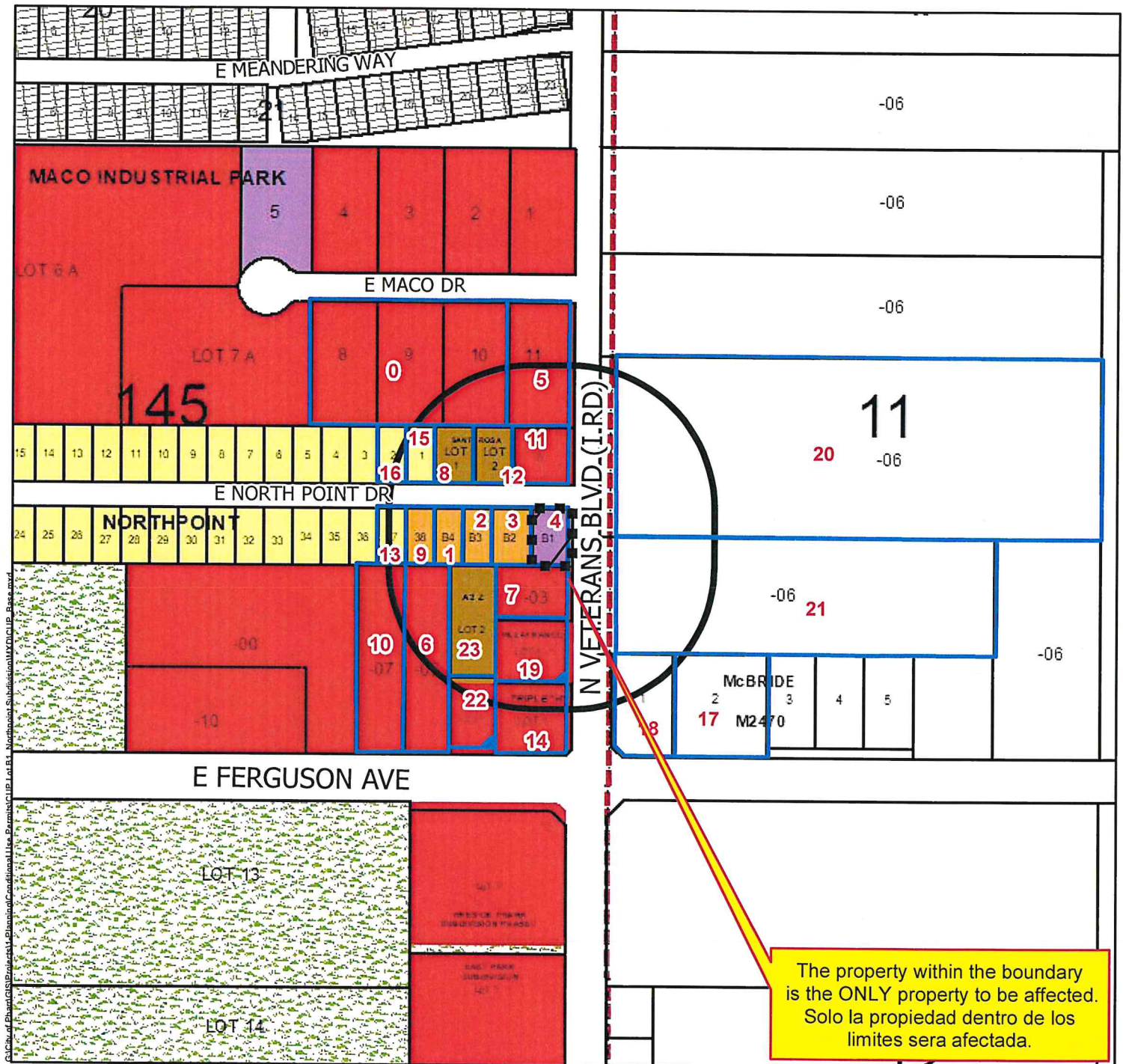
NOTIFICATION OF PUBLIC:

Twenty (20) surrounding property owners were notified of the request by letter on September 23, 2022, and a legal notice was published in the Advance News Journal on September 21, 2022. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS:

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





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

- Subject Property
- Notified Properties
- 300 ft Buffer Zones

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Northpoint Dr

Northpoint Dr

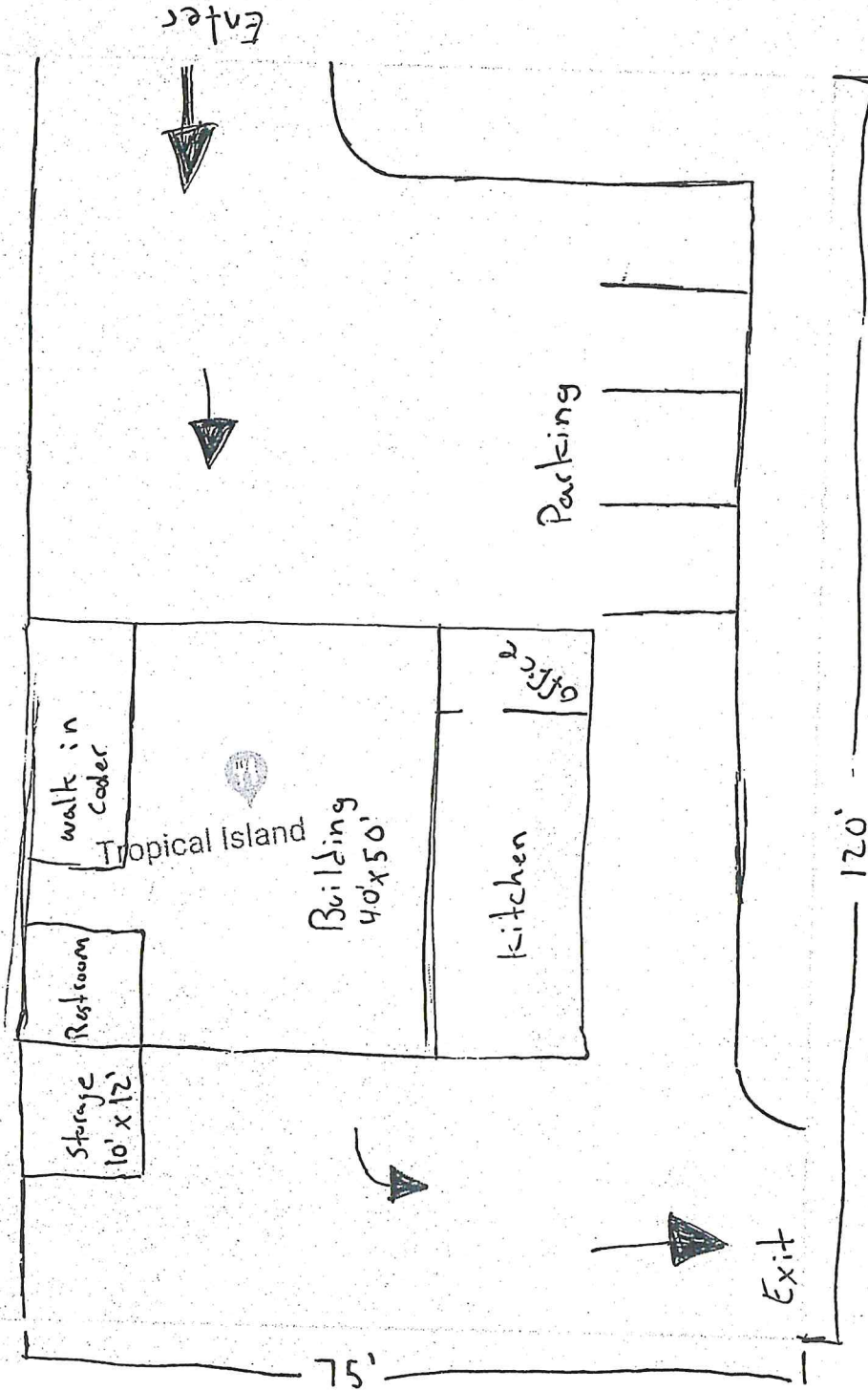
Northpoint Dr

N Veterans Blvd

N I Rd

N Veterans Blvd

N I Rd



1911 N Veterans Blvd (I Rd.)

SNACKS AND MORE...

- HOT DOGS
- CHILI DOGS
- CONCHITAS WITH CREMA AND SALSA VERDE
- CONCHITAS WITH QUESO AND JALAPEÑO
- ELOTE EN VASO Y ENTERO
- CHEESY CORN NUTS
- CRAZY CORN NUTS
- PICKLE
- BLOODY PICKLE
- PICKLES WITH LEMON & CHILE
- GUMMIE BEARS CON CHAMOY Y LUCAS
- BANANA SPLIT / SUPER BANANA
- MARRANADA
- TAKIS CON QUESO
- HOT CHEETOS MIX
- PICA CHEETOS
- HOT CHEETOS WITH CHEESE
- FRITO PIE
- GANSITO POLAR
- ICE CREAM DELIGHT
- CAMARONES
- CAMARONES CON CLAMATO
- NACHOS
- NACHOS CON CHILI

DRINKS

- SMIRNOFF PREPARADA
- TOPO CHICO PREPARADO
- TOPO CHICO CON CLAMATO
- CLAMATO
- CLAMATO CON CAMARONES
- CLAMATO WITH CUCUMBER
- MICHELADA
- MICHELADA CON CAMARONES
- FRESH LEMONADE
- RUSAS

FRESH FRUITS

- FRESAS CON CREMA
- FRUIT WITH LEMON & CHILE
- FRUIT WITH YOGURT, HONEY & GRANOLA
- FRUTA BIONICA
- MANZANA PREPARADA
- JICAMA WITH LEMON & CHILE
- CUCUMBER WITH LEMON & CHILE

TROPICAL ISLAND



1911 N. "I" Rd
(Veterans Blvd)
Pharr, TX.



1801 W Ridge Rd,
Pharr, Texas





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.5.

DATE SUBMITTED: October 12, 2022

MEETING DATE: October 17, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: I Cavazos Management, LLC., D/B/A Tropical Island #2, has filed with the Planning and Zoning Commission a request for a 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 2B, Re-subdivision of Lots 2 & 3, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: I Cavazos Management, LLC., D/B/A Tropical Island #2, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/12/2022
Approved - 10/13/2022
Approved - 10/13/2022
Final Approval - 10/14/2022



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, OCTOBER 17, 2022

TO: MAYOR AND CITY COMMISSION

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT FOR ABC –
FILE NO. **CUP#220951** (I CAVAZOS MANAGEMENT LLC., D/B/A TROPICAL
ISLAND #2)

GENERAL INFORMATION:

APPLICANT: I Cavazos Management, LLC., D/B/A Tropical Island #2, has filed with the Planning and Zoning Commission a request for a 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 2B, Re-subdivision of Lots 2 & 3, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1801 West Ridge Road.

ZONING: The property and properties to the north and west are currently zoned General Business District (C). The surrounding area to the east and south is zoned Agricultural and/or Open Space District (A-O). This 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.

**HOURS OF
OPERATION:**

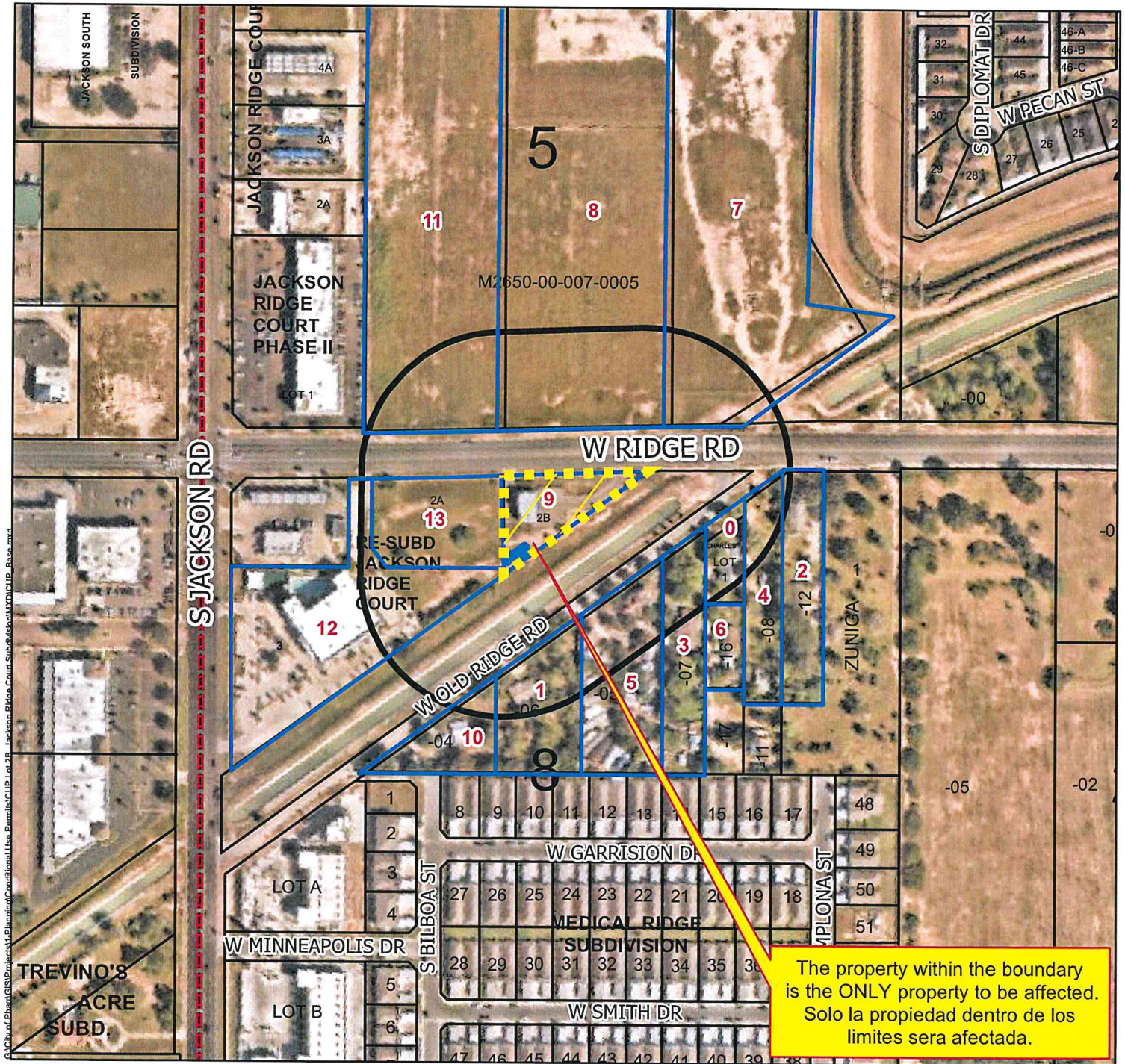
Hours of operation will be from Monday through Saturday from
12:00 P.M. to 9:00 P.M. and Sundays closed.

**NOTIFICATION
OF PUBLIC:**

Nine (9) surrounding property owners were notified of the
request by letter on September 23, 2022, and a legal notice
was published in the Advance News Journal on September 21,
2022. Staff received no response to the letters or the legal
notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending approval 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.



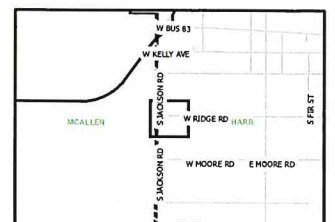
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

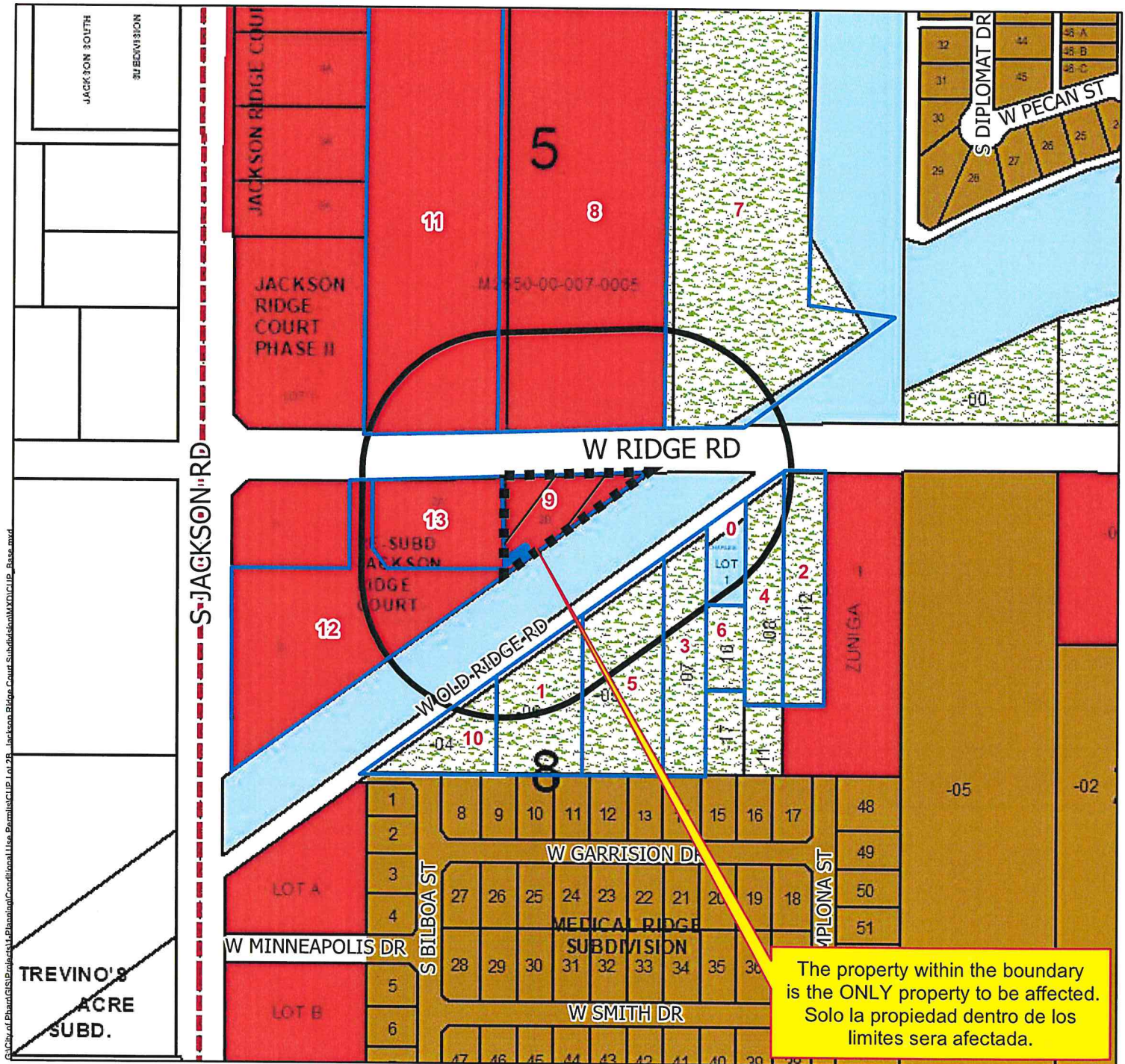
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial

- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- Subject Property
- Notified Properties
- 300 ft Buffer Zone

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



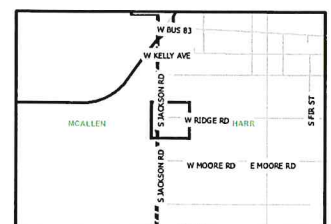


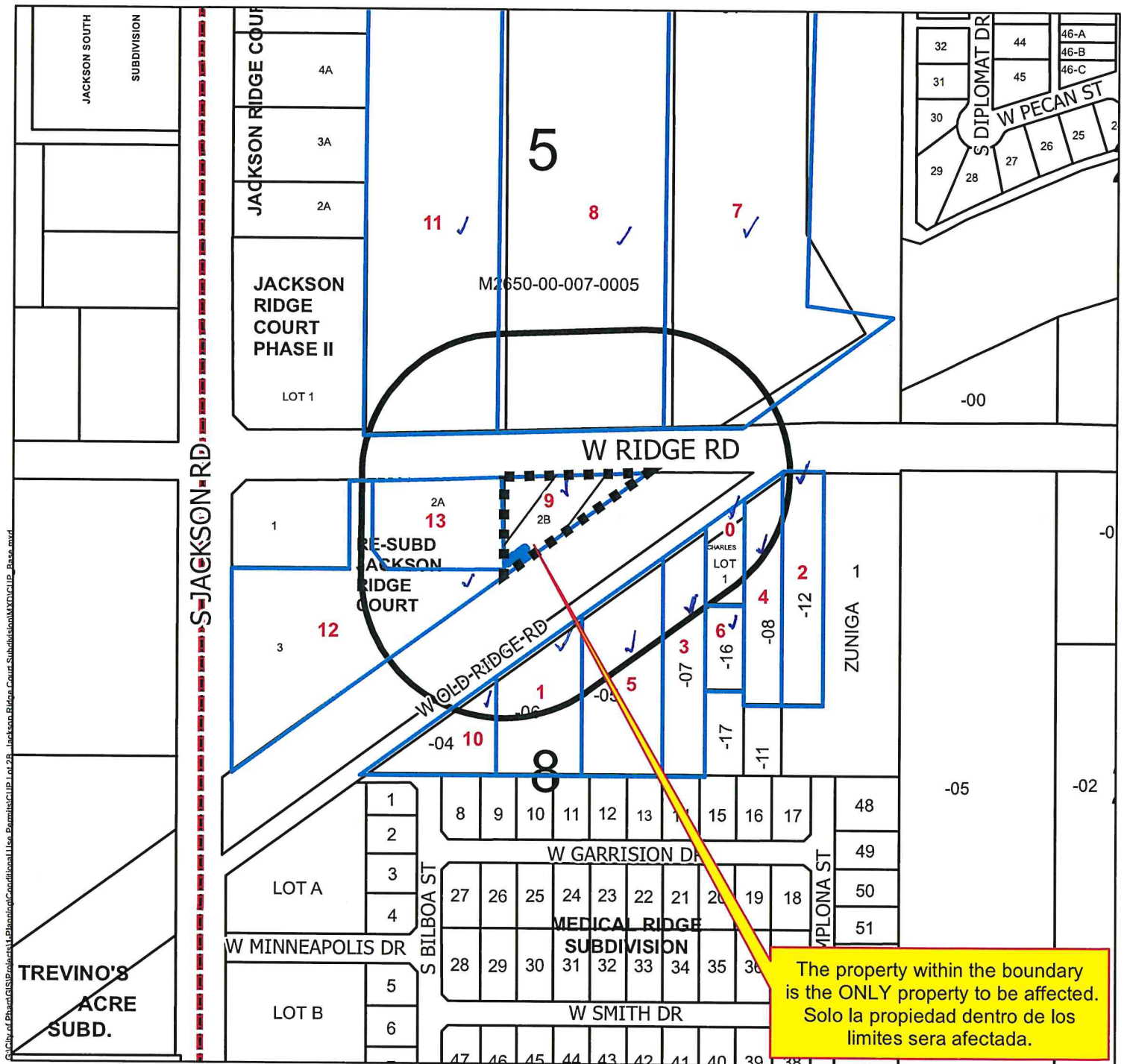
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
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- Subject Property
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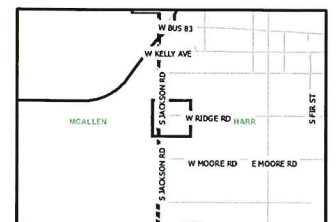




- | | | |
|---------------------------------------|--------------------|--------------------------|
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| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
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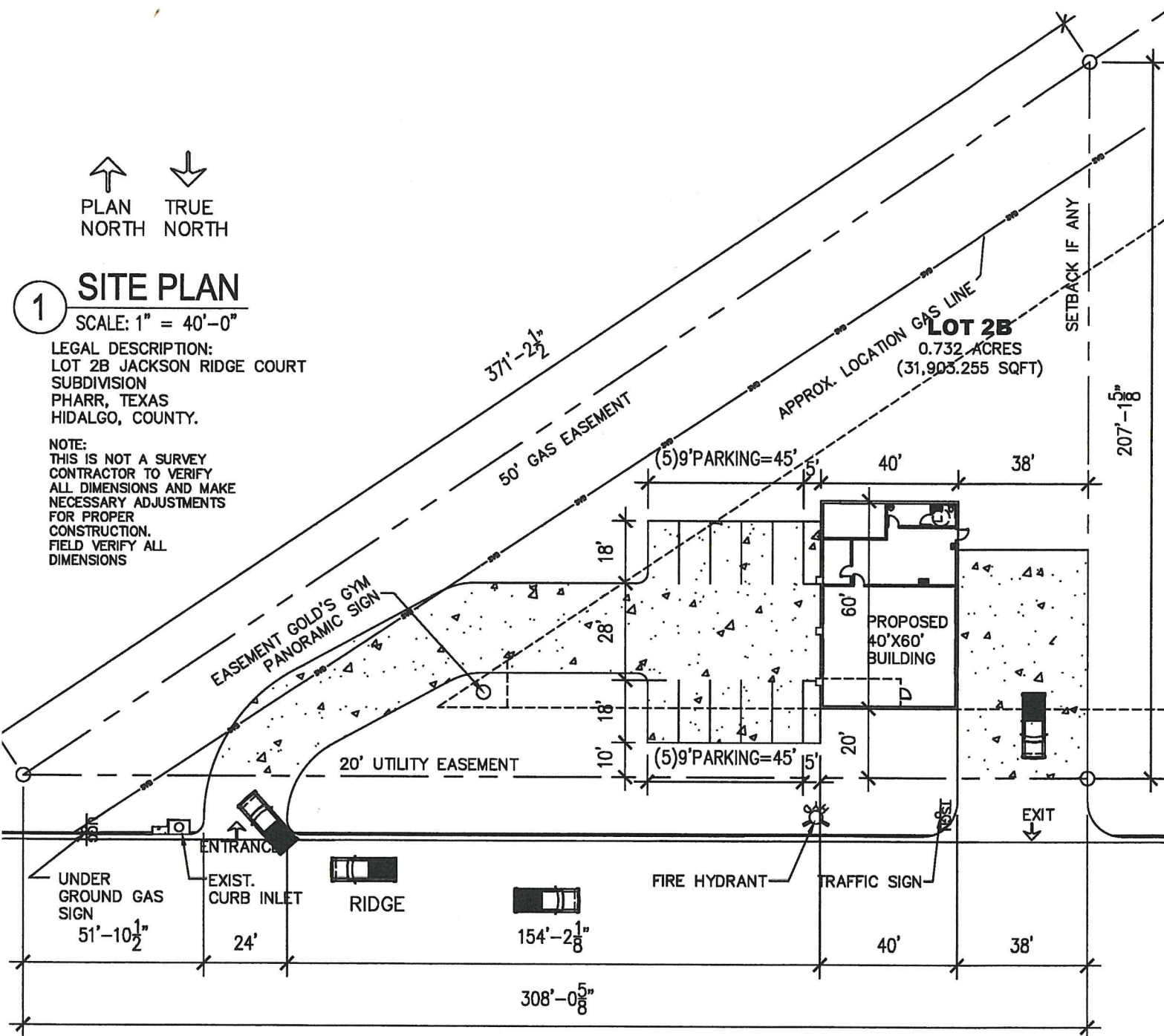
- Subject Property
- Notified Properties
- 300 ft Buffer Zone

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





**NOTE:
THIS IS NOT A SURVEY
CONTRACTOR TO VERIFY
ALL DIMENSIONS AND MAKE
NECESSARY ADJUSTMENTS
FOR PROPER
CONSTRUCTION.
FIELD VERIFY ALL
DIMENSIONS**



SANCHEZ GARCIA DESIGN SERVICES (956)472-3758



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution authorizing the City of Pharr to enter into an agreement with the Texas Department of Transportation for closure of state roadways for public events. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: in planning for the Veterans Day Parade and Fireworks, Christmas Tree Lighting, Christmas Posada and New Years Eve Ball Drop public events, the City of Pharr will be required to enter into agreements with the Texas Department of Transportation for temporary closure of various state roadways for the noted events.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Authorization must be obtained from TxDOT to close state roadways.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 10/14/2022
Approved - 10/14/2022
Final Approval - 10/14/2022

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**

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 a public event.

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

The closure of US 281 (Cage Boulevard) from Polk Avenue to Ridge Road for the Veterans Day Parade on Saturday, November 5, 2022, from 12:00 p.m. to 8:00 p.m.

The closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the Christmas Tree Lighting Ceremony from Monday, November 28, 2022, at 5:00 p.m. until Monday, November 28, 2022, at 10:00 p.m.

The closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the Christmas Posada from Friday, December 9, 2022, at 12:01 a.m. until Saturday, December 10, 2022, at 7:00 a.m.

The closure of US 281 (Cage Boulevard) from State Street to Kelly Avenue and Business 83 from Athol Avenue to Bluebonnet Avenue for the New Year's Eve Ball Drop from Friday, December 30, 2022, at 7:00 p.m. until Sunday, January 1, 2022, at 7:00 a.m.

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 17th day of October, 2022, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 4, 2022

MEETING DATE: October 17, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of portable radios for the fire department from Motorola Solutions utilizing HGAC Contract RA05-21 in the amount of \$60,363.65. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As part of the annual budget appropriation, the City Commission has approved the purchase of portable radios for the fire department. These portable radios will be utilized by our front line firefighters when responding to emergency incidents such as structure fires, motor vehicle accidents, hazardous material incidents, rescues and medical calls.

Staff has obtained a quote from Motorola Solutions utilizing HGAC Contract RA05-21 for the purchase of ten (10) portable radios and related accessories in the amount of \$60,363.65.

(Project# 2223-01-515-P001-001)

Fiscal Consideration: Funds are available as part of the FD's fiscal year 2022-2023 budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the purchase of ten (10) portable radios from Motorola Solutions utilizing HGAC Contract RA05-21 in the amount of \$60,363.65.

Alternatives: Defer the purchase of portable radios.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/4/2022
Approved - 10/4/2022
Approved - 10/12/2022
Approved - 10/13/2022
Final Approval - 10/14/2022

Billing Address:
PHARR, CITY OF
202 E CLARK
PHARR, TX 78577
US

Quote Date:09/30/2022
Expiration Date:12/29/2022
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
PHARR, CITY OF
CHIEF PILAR RODRIGUEZ

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	\$3,595.00	\$2,624.35	\$26,243.50
1a	QA02006AA	ENH: APX6000XE RUGGED RADIO	10	\$880.00	\$642.40	\$6,424.00
1b	QA01427AB	ALT: IMPACT GREEN HOUSING	10	\$28.00	\$20.44	\$204.40
1c	H38BT	ADD: SMARTZONE OPERATION	10	\$1,320.00	\$963.60	\$9,636.00
1d	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$413.91	\$4,139.10
1e	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	\$6.00	\$4.38	\$43.80
1f	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$240.90	\$2,409.00
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	10	\$121.00	\$121.00	\$1,210.00
1h	QA03399AA	ADD: ENHANCED DATA APX	10	\$165.00	\$120.45	\$1,204.50
1i	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	10	\$0.00	\$0.00	\$0.00
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	10	\$203.00	\$152.25	\$1,522.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$169.56	\$127.17	\$1,271.70
4	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	10	\$665.28	\$498.96	\$4,989.60
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	1	\$1,420.20	\$1,065.15	\$1,065.15

Grand Total	\$60,363.25(USD)
-------------	------------------

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: September 29, 2022

MEETING DATE: October 17, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 1 to the Interlocal Agreement with the City of Alamo, City of San Juan, and Pharr-San Juan-Alamo (PSJA) Independent School District for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The interlocal agreement (ILA) with the City of San Juan, City of Alamo and PSJA ISD expired on July 14, 2022. Amendment No. 1 is to extend the ILA for an additional three (3) years for a new expiration date of July 14, 2025.

At this time, the City of San Juan, City of Alamo, and PSJA ISD have provided their approval. The City of Pharr will be last to approve and sign.

If the amendment is not fully executed, the ILA will no longer stand and construction of the PSJA Tri-City Pedestrian Safety Improvements Project Phase I will be delayed or ended.

Fiscal Consideration: No fiscal considerations associated with Amendment No. 1.

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the interlocal agreement for the PSJA Tri-City Pedestrian Safety Improvements Project.

Alternatives: If the amendment to extend time is not executed, the interlocal agreement will be terminated and the project, as proposed, will come to an end.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Ruben Alfaro
Patricia Rigney
City Management Office

Created/Initiated - 9/29/2022
Approved - 9/30/2022
Approved - 9/30/2022
Final Approval - 10/14/2022

STATE OF TEXAS

§
§
§

HIDALGO COUNTY

**INTERLOCAL AGREEMENT
AMENDMENT #1**

This AMENDMENT is entered into and effective the ____ day of September 2022, by and between the CITY OF PHARR, TEXAS, hereinafter referred to as "PHARR", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO", and the PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "PSJA", collectively the "PARTIES".

WHEREAS PHARR, SAN JUAN, ALAMO, and PSJA executed an interlocal agreement on the 14th day of July 2020, to effectuate their agreement for undertaking the PSJA Tri-City Pedestrian Safety Improvements Project Phase I; and

WHEREAS, the interlocal agreement expired on the 14th day of July 2022, and the term of the agreement must be extended to continue the project; and

WHEREAS PHARR, SAN JUAN, ALAMO, and PSJA wish to agree to amend the agreement to reflect an additional three (3) years to the term for a total of five (5) years.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between PHARR, SAN JUAN, ALAMO, and PSJA to amend the agreement as follows:

1. Section II, Paragraph 1 is amended to read as follows:

1. **Term:** The term of this Agreement is for **five (5)** years commencing on the date of execution of this Agreement and expiring on the **fifth** anniversary date of the Agreement.

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

APPROVED AS TO FORM AND SUBSTANCE:

CITY OF PHARR, TEXAS

By: _____
Dr. Ambrosio Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Clerk

CITY OF SAN JUAN

By: _____
Hon. Mario Garza, Mayor

ATTEST:

By: _____
Diana Cavazos, City Secretary

CITY OF ALAMO

By: _____
Hon. Diana Martinez, Mayor

ATTEST:

By: _____
City Clerk

PSJA ISD

By: _____
Dr. Jorge L. Arredondo, Superintendent

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Patricia Rigney, Pharr City Attorney

By: _____
Palacios, Garza & Thompson, P.C.,
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
Alamo City Attorney

Project: PSJA Tri-City Pedestrian
Safety Improvements Project Phase I
APPROVED AS TO FORM:

By: _____
PSJA Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 6 in the amount of \$39,124.25 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment Number 6 to the Professional Engineering Services Agreement with SEA for the Pharr-Reynosa Expansion Presidential Permit Application, more commonly known as the Twin Span Bridge, is for additional borings and incorporation of additional ROW into the environmental document. The work will be completed by SEA's environmental sub-consultant, Raba Kistner, Inc.

The items in Amendment Number 6 include the following:

1. *Five (5) New Geotechnical Borings.* The original geotechnical scope included 20 borings to a depth of approximately 75 feet. The depth of 75 feet was determined based on what was done for the existing bridge. After the borings were made, the samples tested, and a design curve developed, it was found that 5 of the bore locations would not provide the necessary capacity. This proposal is to perform 5 additional geotechnical borings (near the 5 with lesser capacity) to a depth of about 100 feet. The geotechnical crew will monitor the work and take the borings deeper if necessary. (\$30,000)
2. *Increase Scope of Environmental Clearance to include Additional Right-of-Way.* Three (3) parcels of dimensions 40 feet by 40 feet have been identified on the east side of the existing right-of-way as necessary to accommodate the overhead sign bridge (OSB). The OSBs will span over both bridges and will communicate real-time messaging to the vehicles. These additional parcels have not been acquired yet. However, it is critical that the parcels be incorporated into the environmental clearance document now, before it is finalized and approved. Otherwise, there will be a delay to the project if the environmental document has to be amended later on. (\$9,124.25)

Fiscal Consideration:

Original Agreement: \$1,656,735.44

Amend. No. 1: \$3,988,334.00
Amend. No. 2: \$50,001.00
Amend. No. 3: \$88,243.73
Amend. No. 4: \$168,881.50
Amend. No. 5: \$0.00
Amend. No. 6: \$39,124.25
Revised Agreement: \$5,991,319.92

Staff Recommendation: Staff recommends approval of Amendment Number 6 in the amount of \$39,124.25 to the agreement with SEA for the Pharr-Reynosa Expansion Presidential Permit Application.

Alternatives: The design of the Twin Bridge cannot continue without additional borings to the deeper depth of about 100 feet. The design is currently at 60% and the information from the deeper borings is needed for the 95% design, which is scheduled for submittal to TxDOT in December 2022.

Regarding the additional ROW, if the parcels are not added to the environmental document now, before it is finalized and approved, the project will be delayed further down the road. No delay is expected if the additional ROW is incorporated now.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Patricia Rigney
Ignacio Amezcua
Karla Saavedra
City Management Office

Created/Initiated - 10/14/2022
New -

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 6

The Contract between **Structural Engineering Associates, Inc.** and the **City of Pharr** which was executed by the parties on **October 24, 2018** for the **Pharr-Reynosa Bridge Expansion Presidential Permit Application**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as stated on Exhibit A.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as stated in Exhibit A.

This amendment adds **\$39,124.25** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 5,952,195.67 to **\$ 5,991,319.92.**

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. 6

**Structural Engineering Associates, Inc.
3838 N.W. Loop 410
San Antonio, TX 78229**

ENGINEERING FIRM

By: _____
Signature

David T. Covarrubias, PE
ENGINEER

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

Anali Alanis
Interim City Manager
City of Pharr, Texas

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

EXHIBIT A



**STRUCTURAL ENGINEERING
ASSOCIATES, INC.**
CONSULTING ENGINEERS

3838 N.W. LOOP 410
SAN ANTONIO, TX 78229

E-mail:
sea@seatx.com

(210) 735-9202
FAX (210) 735-2074

TBPE FIRM REGISTRATION No. F-199

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
MARTIN R. COVARRUBIAS, P.E.
FARREN S. BASSE, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
MELVIN K. LARA, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.
SAMIN DEHKHARGHANIAN, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
DAVID A. ROCHA, P.E.
ALLEN G. SHIAU, P.E.
SAM O. PALOMERO, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.
JAIME OZUNA JR., P.E.

October 12 2022

Ms. Maria Rangel, P.E.
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services Amendment No. 6

Dear Ms. Rangel,

As you are aware the need to purchase 3 additional parcels of Right-of-Way (ROW) was identified this summer, that would allow for the construction of the three (3) Overhead Sign Bridge (OSB) structure foundations on the eastern side of the existing Pharr International Bridge. Also just this week we have discussed and identified the need to perform several additional and deeper geotechnical borings for the foundation design of the new expansion bridge.

The purchase of the original 140 foot bridge right-of-way was apparently implemented with only the intent to have the existing 57 foot wide bridge, a 10 foot gap between, the expansion 57 foot bridge and 16 foot wide maintenance roadway, all of which was pushed to 1 foot from the eastern edge of the ROW. There was no consideration given to the potential for utilizing an OSB which would span over both the existing bridge and the new expansion bridge, which would require foundations on both sides of the bridges.

The City of Pharr indicated after the beginning of the conceptual planning and permitting for the expansion project the desire to include multiple OSB's over the U.S. portion of the bridge that would be able to communicate real-time messaging to the vehicles utilizing both bridges. However, there is no additional City of Pharr property currently available on the eastern side of the existing bridge within which to locate the eastern foundations for an OSB which will span over both the existing bridge and the new expansion bridge. The environmental clearance process was begun and has been pursued thus far based upon the fact that no new property would have to be purchased for this project.

During the ongoing design phase, the location for three new OSB's were identified, and the three small parcels of land needed for the eastern OSB foundations have been located on the plans. Therefore, now to account for the need to purchase the small additional parcels for the OSB foundations, it is necessary to make minor adjustments to the environmental clearance documents that are still under preparation/development.

Ms. Maria Rangel, P.E.
The City of Pharr
October 12 2022

The additional scope of services to add for this additional ROW acquisition is detailed within our sub-consultants scope and fee proposal PSF22-294-00, a copy of which is attached. This additional fee for this environmental clearance scope of services is \$ 9,124.25. This additional scope of services and fee proposal was developed after consultation with both TxDOT and FHWA in order to confirm exactly what was necessary at this time to adjust the existing environmental clearance documents. We have been advised that the need for small parcels to be added during the environmental clearance process is not unusual.

The planning for 20 new geotechnical borings and the associated geotechnical report was performed based upon having a copy of the 20 original borings done for the existing bridge, and the fact that these original borings were taken to a depth of approximately 75 feet below the existing ground level. The original geotechnical borings were taken at approximately 400 foot intervals along the length of the bridge on the western side of what is now the existing bridge. The 20 new borings for the new expansion bridge were planned to also at approximately 400 foot intervals, but interspersed between and generally to the west of the original bridge bore locations. This plan for geotechnical investigation was provided to TxDOT for comment, and was generally considered appropriate since the previous and new borings would result in a longitudinal spacing of approximately 200 feet, in comparison to the TxDOT standard of 300 foot intervals.

However, after the borings were made, soil samples brought back to the lab for testing, and standard WINCORE design curves developed, (standard TxDOT foundation design program/methodology), it was found that 5 of the bore locations would not provide the needed capacity for the proposed loading on 60 inch diameter drilled shafts. After several weeks of review and checking, and in consultation between the geotechnical engineer and the bridge design engineer, including the potential use of slightly larger diameter drilled shafts, it has been determined that the most cost effective and expedient method to move forward with the foundation design on the project will be to perform 5 additional geotechnical borings near to the current five with a lesser capacity, but to take the borings at least to a depth of 100 feet below the natural ground. These additional borings will be monitored closely during the actual boring process, and may be taken deeper if necessary while the equipment and manpower is on site, over each bore hole. This real time monitoring is possible now because the adjacent bore soil properties are known down to 75 feet, the scour/design disregard depths are now known, and reasonable predictions can now be made as the field data is being developed.

It should be noted that when the borings were performed for the existing bridge, the current TxDOT foundation design methods and testing methods were not utilized for non-TxDOT projects. There are differences between the soil data depicted in the original bore locations and the current bore holes not entirely or directly comparable. For instance, the standard practice in the early 1990's was to utilize the Standard Penetrometer Test, versus TxDOT has and still utilizes the Texas Cone Penetrometer Test. The results of the two test types are not directly comparable.

Ms. Maria Rangel, P.E.
The City of Pharr
October 12 2022

Also, the original bridge foundation design utilized accepted geotechnical methodologies of the early 1990's, but these also are not directly comparable to the current TxDOT design methodologies utilizing the design program of WINCORE.

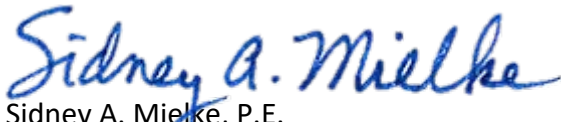
The additional scope of services to add these five additional soil borings, along with the appropriate laboratory testing and compilation into the existing geotechnical report is detailed within our sub-consultants scope and fee proposal PMA21-033-00a, a copy of which is attached. This additional fee for these geotechnical engineering scope of services is \$ 30,000.00.

Thus the summary of this request for amendment #6 to SEA's contract for professional services is:

- Add'l NEPA clearance activities due to new ROW acquisition = \$ 9,124.25
- Add'l five geotechnical bores, testing and report = \$ 30,000.00
- Total request for amendment #6 = \$ 39,124.25

We appreciate your prompt review and processing of this request for approval. And as always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,



Sidney A. Mielke, P.E.
Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA
Alani Alanis, Interim City Manager
Ruben Alfaro, P.E., City Engineer
Luis Bazan, International Bridge Director

Proposal No. PSF22-294-00
August 15, 2022



12821 W. Golden Lane
San Antonio, TX 78249

Mr. Sidney "Sid" A. Mielke, P.E.
Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, Texas 78229

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

**RE: Proposal for Additional Effort Related to New ROW
Pharr-Reynosa International Bridge Expansion
Hidalgo County, Texas
Lat.: 26.0785195 Lon.: -98.2031793**

WWW.RKCI.COM

Dear Mr. Mielke:

Raba Kistner, Inc. (RKI) is pleased to submit this proposal to Structural Engineering Associates, Inc. (CLIENT). As part of ongoing NEPA activities for the above-referenced project, **RKI** learned on August 3, 2022 that new right-of-way acquisition will be needed on this project. Specifically, the need for minor new right-of-way acquisition was identified at three locations to accommodate Overhead Sign Bridges. The dimensions are 40'x40' each for a total new ROW area of 4,800 square feet (0.11 acre). These locations would be located on the east side of the existing bridge. In discussions with TxDOT Pharr District Environmental staff, additional effort is needed to ensure NEPA compliance. This includes:

1. Notice and Opportunity to Comment:
 - a. Providing a Notice and Opportunity to Comment to the affected property owner using TxDOT's template. This notice is typically mailed (non-certified) to the recipients, and may also be emailed. **RKI** will prepare the notice will be provided in English and Spanish, and allow for a 15-day comment period.
 - b. Prepare Documentation of Notice and Opportunity to Comment using TxDOT's template.
2. Conducting additional environmental and cultural resources due diligence (field and desktop, as necessary) for the new ROW areas.
3. Preparing a single memorandum (a) documenting whether the change results in no new impacts to previously submitted/approved reports, or (b) disclosing any newly identified impacts.
4. Preparing a revised project description for uploading to TxDOT's Texas Environmental Compliance Oversight System (ECOS).

This proposal also includes additional coordination time related to this effort (emails, phone calls, etc.) and addressing TxDOT/FHWA comments on all of the above.

COST AND DURATION

We will provide the above scope of services for a **Lump Sum Fee of \$9,124.25**.

RKI anticipates that we can complete the scope of work within 10 business days from receipt of formal notice to proceed.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal constitutes the contract between us. **RKI** is prepared to sign CLIENT's subcontractor agreement authorizing **RKI** to proceed with this project.

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Sam Blanco, AICP, PMP
Vice President

SB/srw

Copies Submitted: Above (1 Electronic PDF Copy)

Proposal No. PMA21-033-00a
October 12, 2022

AMENDED AGREEMENT FORM - REVISED

AS AN ADDITION TO THE WORK SCOPE FOR THE FOLLOWING AGREEMENT:

Project Name: Proposed Pharr-Reynosa International Bridge Expansion
About 0.6 Mile South of the Intersection of
S. Cage Boulevard and W. Military Highway
Pharr, Hidalgo County, Texas
RKCI Project No. AMA22-003-00

Work Authorization No. 2 Standard Agreement for Professional Services, dated April 15, 2020

WE HEREBY AUTHORIZE RKCI TO PERFORM THE FOLLOWING ADDITION TO THE PREVIOUSLY APPROVED WORK SCOPE:

On the basis of our telephone conversation held with Mr. Martin R. Covarrubias, P.E., Senior Project Manager with Structural Engineering Associates, Inc. (CLIENT) on Monday, October 3, 2022, we have been asked to extend five borings (Borings B-19 through B-22 and B-25) to a depth of about 100 ft each below the existing ground surface elevation. We understand that the conditions encountered at these boring locations do not meet the anticipated design loads of the associated shafts. The objective of this addition to our scope of work is to further investigate the subsurface conditions at these boring locations at deeper depths.

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within two working days of receiving written authorization to proceed. The field exploration and limited laboratory testing phases of the study are expected to take approximately five working days to complete. The engineering report will be submitted within an additional seven working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather.

This modification in our scope of services will increase the originally authorized lump sum cost to the amount shown below.

ADDITION TO THE LUMP SUM COST:	\$ 30,000.00
ORIGINAL LUMP SUM COST:	\$ 110,750.00
TOTAL REVISED LUMP SUM COST:	\$ 140,750.00



Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed original of this document to provide written confirmation of your authorization for our firm to perform the specific services outlined herein.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Mr. Sidney "Sid" A. Mielke, P.E.		
COMPANY NAME:	Structural Engineering Associates, Inc.		
COMPANY ADDRESS:	3838 Northwest Loop 410		
CITY, STATE, ZIP:	San Antonio, Texas 78229		
PHONE NUMBER:	(210) 735-9202	CELL NUMBER:	(210) 861-3126
E-MAIL:	smielke@seatx.com		

RABA KISTNER CONSULTANTS, INC.



Saul Cruz, EIT
Graduate Engineer



Muhannad Hussein, P.E.
Project Manager

SC/MH

Copies Submitted: Above (1)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: October 4, 2022

MEETING DATE: October 17, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Change Order Number 1 in the amount of \$37,288.96 for the purchase of one current model triple combination pumper for the fire department from Siddons Martin Emergency Group, LLC, utilizing BuyBoard contract number 651-21. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: On October 18, 2021, the City Commission approved the purchase of one current model triple combination pumper from Siddons Martin in the amount of \$704,490.17. This new pumper will replace an aging front line pumper that frequently breaks down and has become unreliable.

In September 2022, Fire Department staff attended a pre-construction meeting for the manufacture and assembly of the pumper and recommended several changes to improve the performance of the pumper. This includes additional large diameter pump discharge outlets, emergency lighting, scene lighting, foam proportioning system and the layout for the large diameter hose bed. The cost for these proposed changes to the fire apparatus is \$37,288.96. (Project# 2122-01-515-P009-001)

Fiscal Consideration: Funds are available in the FD's Fiscal Year 2022-2023 budget.

Staff Recommendation: Based on review by this office, staff recommends approval of change order number 1 to the purchase of a current model triple combination pumper in the amount of \$37,288.96.

Alternatives: Dis-approve the change order.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Karla Saavedra
Patricia Rigney

Created/Initiated - 10/4/2022
Approved - 10/4/2022
Approved - 10/12/2022
Approved - 10/13/2022

City Management Office

Final Approval - 10/14/2022

Customer: Pharr Fire Rescue

Bid # / Job #: 779 / 37600

Date: 8/23/2022

Date	Change Tye	Option Description	Feature	Old Value	New Value	Price Change
08/17/2022	Changed	0723696 DEF Tank, 8.0 Gallon, LS Fill, Rear of Rear Axle, Triple Door	Type of fastener	one (1) Southco raised C2 black lever latch	one (1) Southco M1	(\$88.61)
08/15/2022	Deleted	0642572 Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf				(\$27,107.62)
08/15/2022	Added	0887559 Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf				\$29,134.49
08/17/2022	Deleted	0640193 Tray, Hose, Center, 26" Bumper, Outside Air Horns	Grating, Bumper extension	Black rubber grating		(\$420.35)
08/17/2022	Deleted	0640193 Tray, Hose, Center, 26" Bumper, Outside Air Horns	Capacity, Bumper Tray	200' of 1.75" double jacket cotton-polyester hose		
08/17/2022	Added	0616935 Tray, Hose, Center, 26" Bumper, Outside Air Horns, 13" Deep	Grating, Bumper extension		Black rubber grating	\$443.57
08/17/2022	Added	0616935 Tray, Hose, Center, 26" Bumper, Outside Air Horns, 13" Deep	Capacity, Bumper Tray		200' of 1.50" double jacket cotton-polyester hose	
08/18/2022	Deleted	0630813 Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	Stay arm, Tray Cover	pneumatic stay arm on each side		(\$682.82)
08/18/2022	Added	0630809 Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	Location		Notched to be done on blue floor	\$880.99
08/18/2022	Added	0630809 Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	Stay arm, Tray Cover		pneumatic stay arm on each side	
08/18/2022	Deleted	0634786 Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts				(\$105.00)
08/18/2022	Added	0892638 Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	Color, Trim		chrome housing	\$156.64
08/18/2022	Changed	0722696 HVAC, Enforcer, CARE	Auxiliary Cab Heater	one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in a formed plastic cover	no auxiliary heater provided in the rear facing seat risers	\$309.88
08/18/2022	Changed	0722696 HVAC, Enforcer, CARE	Plenum Cover Material		a metal cover painted to match the cab interior	
08/17/2022	Changed	0631830 Fluid Check Access, Saber FR/Enforcer, Arrow XT	Latch, Door, Storage		Southco C2 black powder coated flush latch	\$11.67
08/17/2022	Changed	0620420 Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	Latch, Door, Storage		Southco C2 black powder coated flush latch	\$11.67
08/18/2022	Added	0734952 Door, Access, Front, (2) Rear Facing Seat Risers, No Heater	Latch, Door, Storage		Southco C2 black powder coated flush latch	\$360.07
08/18/2022	Added	0734952 Door, Access, Front, (2) Rear Facing Seat Risers, No Heater	Material Finish, Cab Interior		painted to match the cab interior	
08/18/2022	Added	0734952 Door, Access, Front, (2) Rear Facing Seat Risers, No Heater	Louvers, Cabinet		knockouts provided on the door of the cabinet for ventilation	
08/18/2022	Changed	0564727 Bracket, Helmet Holder, On Scene Talon	Qty,	05	03	(\$587.73)
08/18/2022	Deleted	0661616 Hangers For Headsets, NFPA, Each, Shipped Loose	Qty,	04		(\$113.37)
08/18/2022	Changed	0681408 Hangers For Headsets, NFPA, Each	Location, Headset Hangers	driver's seat, officer's seat, driver's side inboard rear facing seat, driver's side on the left wall as high as possible	driver's seat, officer's seat, driver's side inboard rear facing seat, driver's side	\$0.00
08/18/2022	Deleted	0012782 Location, Charger, Front Left Side Body Compartment	Location, Battery Chrgr/Cmpr			\$0.00
08/18/2022	Added	0663649 Location, Charger, w/location feature	Location		In DS rear facing seat riser	\$85.64
08/18/2022	Deleted	0615971 Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts,Saber FR/Enforcer, Visor Brkt.				\$0.00
08/18/2022	Added	0771584 Lights, Clearance, Front, P25 LED 2 Lts, Id Lts with Visor Lt, Saber FR/Enforcer				\$0.00
08/18/2022	Changed	0770056 Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	Control, Perimeter Lts	the parking brake is applied, the passenger's side directional is	a switch within reach of the driver is activated, the parking brake is applied,	\$171.27

08/19/2022	Added	0805679 Light, Ext Brw, HiViz FT-BG2S-R2C-80-*, I/V, Enforcer, SBCS	Color, Lt Housing		painted parts to be black	\$11,687.78
08/19/2022	Added	0805663 Lights, Extruded, HiViz FT-BG2S-REC-34-*, LS Body, 34" II, SBCS	Qty,		01	\$5,339.58
08/19/2022	Added	0805663 Lights, Extruded, HiViz FT-BG2S-REC-34-*, LS Body, 34" II, SBCS	Location		High Left side body, centered on left side sheet	
08/19/2022	Added	0805663 Lights, Extruded, HiViz FT-BG2S-REC-34-*, LS Body, 34" II, SBCS	Color, Lt Housing		painted parts to be black	
08/19/2022	Added	0805687 Lights, Extruded, HiViz FT-BG2S-REC-34-*, RS Body, 34" II, SBCS	Qty,	0	01	\$6,025.49
08/19/2022	Added	0805687 Lights, Extruded, HiViz FT-BG2S-REC-34-*, RS Body, 34" II, SBCS	Location		High RS body side sheet, centered	
08/19/2022	Added	0805687 Lights, Extruded, HiViz FT-BG2S-REC-34-*, RS Body, 34" II, SBCS	Color, Lt Housing		painted parts to be black	
08/19/2022	Added	0805682 Lights, Extruded, HiViz FT-BG2S-REC-34-*, Rear Body 34", SBCS	Color, Lt Housing		painted parts to be black	\$6,025.49
08/17/2022	Changed	0645877 Lights, Hose Bed, Sides, Dual LED Light Strips	Control, Hose Bed Lts	by a cup switch at the rear of the apparatus no more than 72.00" from	by a stainless steel cup switch located at the rear no more than 72.00" from	\$31.98
08/22/2022	Deleted	0738702 Lights, Walk Surf, FRP Flood, LED Light Strip in Cargo, Bdy Stp Lt Act				\$0.00
08/22/2022	Added	0787447 Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt				\$0.00
08/22/2022	Changed	0633066 Sleeve, Through Tank	Qty, Sleeve	1	2	\$430.85
08/22/2022	Changed	0633066 Sleeve, Through Tank	Water Tank Sleeve - Plumbing/Hydraulic Diameter Capacity, Hosebed	a 3.00" pipe	a 3.00" pipe and a 5.00" pipe	
08/18/2022	Changed	0003481 Hose Bed Capacity, Special		800' OF 2.5" and 1200' of 5.00"	400' OF 2.5", 400'of 2.5" and 1200' of 5.00"	\$0.00
08/18/2022	Changed	0003488 Divider, Hose Bed, Unpainted	Qty, Hosebed Dividers	1	2	\$634.27
08/18/2022	Added	0546541 Strap, Velcro Type, Storage in Hose Bed	Location		to hold little giant in place	\$251.31
08/18/2022	Added	0546541 Strap, Velcro Type, Storage in Hose Bed	Qty,		02	
08/18/2022	Deleted	0899763 Floor, Aluminum Treadplate, Top of NY/LHB Water Tank				(\$453.11)
08/23/2022	Price Difference	0010133 Cross-Divider, Hose Bed				\$30.39
08/19/2022	Added	0089196 Shelf, Removable, In Hose Bed, Between Side Sheet & Divider	Location		left side of hose bed.. from left side side sheet to divider.	\$790.49
08/19/2022	Added	0089196 Shelf, Removable, In Hose Bed, Between Side Sheet & Divider	Qty,		01	
08/18/2022	Changed	0591033 Hose Restraint, Hose Bed, Vinyl, Top and Rear	Type of fastener	bungee cord and hook with pull tabs	velcro with quarter turn	\$329.60
08/18/2022	Changed	0591033 Hose Restraint, Hose Bed, Vinyl, Top and Rear	Type of fastener, Rear	bungee cord and hook with pull tabs	seat belt buckle	
08/18/2022	Changed	0591033 Hose Restraint, Hose Bed, Vinyl, Top and Rear	Type of fastener, Front	bungee cord and hook	Velcro with quarter turns	
08/18/2022	Deleted	0097752 Tray, Hose, Running Board, 4-Way Cover, Special Capacity, Mechanical Stay Arm	Location, Hose Tray, Running Board	one (1) in each side running board		(\$1,772.51)
08/18/2022	Deleted	0097752 Tray, Hose, Running Board, 4-Way Cover, Special Capacity, Mechanical Stay Arm	Qty, Tray, Hose	2		
08/18/2022	Deleted	0097752 Tray, Hose, Running Board, 4-Way Cover, Special Capacity, Mechanical Stay Arm	Capacity, Hose Tray	25' of 5" Hose		
08/18/2022	Deleted	0097752 Tray, Hose, Running Board, 4-Way Cover, Special Capacity, Mechanical Stay Arm	Latch, Door, Storage	D-handle latch		
08/18/2022	Added	0014117 Tray, Hose, Running Board, "Free Floating", 25' of 5"	Location, Hose Tray, Running Board		one (1) in each side running board	\$1,471.63

08/18/2022	Added	0014117 Tray, Hose, Running Board, "Free Floating", 25' of 5"	Qty, Tray, Hose		2	
08/18/2022	Added	0723942 Elastic Pull Strap for Rollup Doors	Qty, Door Accessory		07	\$1,081.75
08/18/2022	Added	0723942 Elastic Pull Strap for Rollup Doors	Location, Door Accessory		LS1, LS2, LS3, RS1, RS,2, RS3, and B1	
08/18/2022	Added	0723942 Elastic Pull Strap for Rollup Doors	Color, Strap		orange	
08/18/2022	Changed	0687135 Shelf Tracks, Unpainted	Qty, Shelf Track	06	04	(\$226.97)
08/18/2022	Changed	0687135 Shelf Tracks, Unpainted	Location, Shelf Track	LS1, LS2, LS3, RS1, RS2 and RS3	LS1, LS3, RS1 and RS3	
08/18/2022	Changed	0600350 Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	Qty, Shelf	10	08	(\$451.78)
08/18/2022	Changed	0600350 Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	Location, Shelves/Trays, Predefined	in RS1 at the transition point, in RS3 at the transition point, in RS2 centered	in RS1 at the transition point, in RS3 at the transition point, in RS3 in the upper LS2 (LS2 swingout toolboard will be from partition wall to rear wall) and 2	\$2,628.57
08/18/2022	Added	0540335 Toolboard, Swing-out, Alum, .188", No Holes	location			
08/18/2022	Added	0540335 Toolboard, Swing-out, Alum, .188", No Holes	Qty			
08/18/2022	Added	0540335 Toolboard, Swing-out, Alum, .188", No Holes	Location, Pivot		front	
08/18/2022	Added	0540335 Toolboard, Swing-out, Alum, .188", No Holes	Mounting, Toolboard		mounted on adjustable tracks from front to back within the compartment	
08/18/2022	Added	0540335 Toolboard, Swing-out, Alum, .188", No Holes	Finish, Pegboard/Toolboard		with a brushed finish	
08/18/2022	Changed	0655982 Matting, Turtle Tile, Thin Profile, Compt Shelving only	Location	All adjustable shelves and pull out tray in LS1	All adjustable shelves and pull out tray in LS1 and RS1	(\$157.74)
08/18/2022	Changed	0655982 Matting, Turtle Tile, Thin Profile, Compt Shelving only	Qty, Shelf	11	10	
08/17/2022	Changed	0049958 Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH	Material Trim/Scuffplate		bright aluminum treadplate	\$0.00
08/17/2022	Changed	0049958 Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH	Hinge Location	on the right side	on the left side	
08/18/2022	Added	0724153 Step, Folding - Extra, Body Only, w/LED, Trident	Qty, Folding Step		02	\$764.58
08/18/2022	Added	0724153 Step, Folding - Extra, Body Only, w/LED, Trident	Location, Additional Step		Above the rear step on the right side of rear body	
08/18/2022	Added	0724153 Step, Folding - Extra, Body Only, w/LED, Trident	Coating, Step		a black tread coating	
08/18/2022	Deleted	0649939 Outlet, Front, 1.50" w/2" Plumbing	Fitting, Outlet	1.50" NST with 90 degree stainless steel swivel		(\$2,733.93)
08/18/2022	Deleted	0649939 Outlet, Front, 1.50" w/2" Plumbing	Drain, Front Outlet	automatic		
08/18/2022	Deleted	0649939 Outlet, Front, 1.50" w/2" Plumbing	Location, Front, Single	in the center bumper tray		
08/18/2022	Added	0648906 Outlet, Front, 2.50" w/2.50" Plumbing	Fitting, Outlet		2.50" NST with 90 degree stainless steel swivel	\$3,700.89
08/18/2022	Added	0648906 Outlet, Front, 2.50" w/2.50" Plumbing	Drain, Front Outlet		automatic	
08/18/2022	Added	0648906 Outlet, Front, 2.50" w/2.50" Plumbing	Location, Front, Single		on the top of the left side of the front bumper	
08/18/2022	Added	0747883 Travel Stops, Front Outlet Swivel	Fill in Blank		Front outlet on LS to stop from swiveling towards the cab	\$371.03
08/19/2022	Deleted	0092574 Not Required, Outlet, Rear, Additional				\$0.00
08/19/2022	Added	0074930 Outlet, Rear, 4", 4" Plumbing, 3.50" Waterous Valve, HW, Additional	Location		Left side under the 2.5" Outlet	\$5,913.61

08/19/2022 Added	0009625 Elbow, Rear Outlets, 30 Degree, 4.00" FNST x 5.00" Storz, Additional Qty			1	\$587.99
08/19/2022 Deleted	0085695 Not Required, Elbow, Rear Outlets, Large, Additional				\$0.00
08/18/2022 Deleted	0693229 Hose Restraint, Crosslays, 2" Heavy Nylon Web with Seat Belt Buckle, Top, Sides	Qty,		03	(\$894.72)
08/18/2022 Added	0723888 Hose Restraint, Crosslays, 2" Heavy Nylon Web w/Seat Belt Buckle, Top, Sides	Qty,		03	\$944.15
08/18/2022 Deleted	0592633 Foam Sys, Husky 3, Single Agent	Discharge		Both 1.5" crosslays, 2.5" crosslay, front bumper line, and rear discharge	(\$12,307.30)
08/18/2022 Deleted	0592633 Foam Sys, Husky 3, Single Agent	Amount of Disc. W/Foam			
08/18/2022 Added	0624936 Foam Sys, Husky 12, Single Agent, Multi Select Feature	Discharge, Foam Locations		center of front bumper, left rear outlet, front crosslay, center crosslay and rear	\$23,000.64
08/18/2022 Deleted	0592527 Refill, Foam Tank, Integral, Husky 3				\$0.00
08/18/2022 Added	0552482 Refill, Foam Tank, Single Tank, Husky 12, Class B Foam				\$1,152.24
08/18/2022 Deleted	0697589 Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn				\$0.00
08/18/2022 Added	0505016 Drain, 1.00", Foam Tank #1, Husky 12 Foam System				\$0.00
08/15/2022 Added	0626762 Air Horns, (2) Buell, Model 1063, In Bumper				\$1,403.33
08/15/2022 Deleted	0606697 Air Horns, (2) Grover, In Bumper				(\$1,320.22)
08/15/2022 Price Difference	0757084 Control, Air Horn, Horn Ring				\$8.54
08/18/2022 Added	0898294 Control Mech Siren, Ft Sw RS, Loc	Location		Engine tunnel with in reach of officer, mounted up to the mounting plate with	\$226.63
08/17/2022 Deleted	0740391 Sw, Siren Brake, Momentary Chrome Push Button, RS				(\$276.39)
08/17/2022 Added	0737437 Sw, Siren Brake, Momentary Red, Pnl 9, Saber FR/Enf				\$291.66
08/19/2022 Added	0803581 Control System, Supplier Based, Electrical, HiViz FT-BG2S-UIP-001 UIP, 2nd	Location		Pump Panel	\$1,943.76
08/19/2022 Added	0803539 Control System, Supplier Based, Electrical, HiViz FT-BG2S-UIP-001 UIP, 1st	Location		LS Switch Panel.. per IP layout	\$1,943.76
08/17/2022 Changed	0761731 Lights, Front Zone, WIn M6** M6** M6** M6**, 4lts Q Bezel, Clr Fet	Color, Lt DS Front Inside	driver's side front inside warning light to be red	driver's side front inside warning light to be blue	\$0.00
08/17/2022 Changed	0761731 Lights, Front Zone, WIn M6** M6** M6** M6**, 4lts Q Bezel, Clr Fet	Color, Lt PS Front Inside	passenger's side front inside warning light to be red	passenger's side front inside warning light to be blue	
08/17/2022 Added	0757440 Light, Front, Roto Ray 4000W, PAR46 LED, 2-R, 1-W, Hidden Mt Top Section Grl				\$3,269.05
08/17/2022 Changed	0540692 Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	Color, Lt Side Front	side front lights to be blue	side front lights to be red	\$0.00
08/15/2022 Added	0537807 Mtg, Rear Warn Lts, Side Sheets & On Rear Bulkheads				\$0.00
08/15/2022 Deleted	0006615 Mtg, Rear Warn Lts, On Top of Compt				\$0.00
08/18/2022 Changed	0899088 Inverter/Bat Charger, Vanner Lifesine LSC12-1100 , Rated @ 825 Watts	Location, Vanner Inverter	compartment LS3 on the back wall, high in the left corner	cab behind the driver's seat	\$316.61
08/18/2022 Changed	0899088 Inverter/Bat Charger, Vanner Lifesine LSC12-1100 , Rated @ 825 Watts	Location, Batt Chrg Ind	in the compartment near the inverter	on the driver's side cab interior visible through the cab window above axle	
08/18/2022 Deleted	0726571 Tool,Mounting,Turntable (Lazy Susan),Flr Mtd,Slide-Out,Up to (4) E-Draulic Tools	Qty,		01	(\$4,210.10)
08/18/2022 Deleted	0726571 Tool,Mounting,Turntable (Lazy Susan),Flr Mtd,Slide-Out,Up to (4) E-Draulic Tools	Brand, Model, Age of Tool	Hurst eDraulics		

08/18/2022 Deleted	0726571 Tool,Mounting,Turntable (Lazy Susan),Flr Mtd,Slide-Out,Up to (4) E- Location	B1		
	Draulic Tools			
08/18/2022 Added	0754002 Tool,Mounting,Turntable (Lazy Susan),Floor Mtd,Slide-Out,Up to (4) Qty,		01	\$4,909.53
	Battery Tools			
08/18/2022 Added	0754002 Tool,Mounting,Turntable (Lazy Susan),Floor Mtd,Slide-Out,Up to (4) Brand, Model, Age of Tool		Holmatro Tools... CU5060i cutter,	
	Battery Tools		SP5260 spreader, 5370 Ram, TR5340	
08/18/2022 Added	0754002 Tool,Mounting,Turntable (Lazy Susan),Floor Mtd,Slide-Out,Up to (4) Location		B1	
	Battery Tools			
08/15/2022 Added	0805227 Adj. 6th gen Transmission			(\$1,762.00)
08/15/2022 Added	0805223 Adj, 6th Gen Allison Transmission			(\$2,026.87)
08/18/2022 Deleted	0657990 Warranty, Foam System, Husky 3, WA0231			\$0.00
08/18/2022 Added	0657846 Warranty, Foam System, Husky 12, WA0231			\$0.00
				\$61,373.90
			Changes Amount Built In	(\$6,000.00)
			Difference in scene/directional lights	(\$18,084.94)
			New Total of changes made	\$37,288.96

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature:

Date:

Sales Representative Signature:

Date:

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 11, 2021

Pilar Rodriguez, Chief
PHARR FIRE RESCUE
118 S CAGE BLVD
PHARR, TX 78577



Proposal For: Pharr 2022- Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to PHARR FIRE RESCUE. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB PHARR FIRE RESCUE and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - 779 - Pierce-Custom Enforcer Pumper, 2nd Gen (Unit Price - \$724,687.00)		
Delivery within 12-13 months of order date	Vehicle Price	\$724,687.00
QUOTE # - SMEG-0002804-0	Prepay Discount	-\$21,696.83
	779 - UNIT TOTAL	\$702,990.17
	SUB TOTAL	\$702,990.17
	BuyBoard 651-21	\$1,500.00
	TOTAL	\$704,490.17

Price guaranteed until 12/10/2021

Additional: Proposal will utilize BuyBoard Contract 651-21

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Michael Collins

I, _____, the authorized representative of PHARR FIRE RESCUE, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: October 4, 2022

MEETING DATE: October 17, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract with Denali Water Solutions, LLC from Russellville, AR for Sludge Management Services. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Service contract extension with Denali Water Solutions, LLC for Sludge Management Services.
(Year 3 of 3) (Project# 1718-60-582-S026-197)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the service contract with Denali Water Solutions for one (1) additional year, being the last extension

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Ruben Rosales
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 10/4/2022
Approved - 10/4/2022
Approved - 10/11/2022
Approved - 10/13/2022
Approved - 10/14/2022
Final Approval - 10/14/2022

**FINAL EXTENSION OF AGREEMENT
SLUDGE MANAGEMENT SERVICES
PROJECT# 1718-60-582-S026-197**

THIS FINAL EXTENSION OF AGREEMENT FOR SLUDGE MANAGEMENT SERVICES, made and entered into the 17th day October, 2022 by _____ and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Denali Water Solutions, LLC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at **3308 Bernice Ave., Russellville, AR 72802.**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **Sludge Management Services** dated, **November 8, 2018,** by which CONTRACTOR serves as the primary vendor to provide all transportation, treatment and disposal or beneficial use of solids for Sludge Management Service to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project# 1718-60-582-S026-197** and

WHEREAS, the current term expires on **November 8, 2022**; and

WHEREAS, the City reserved the right to extend said contract for three (3) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term twice before and hereby desires to extend the Contract for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **thereof until November 8, 2023,** This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the **Sludge Management Services** has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20____ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this ____ day of _____, 20__ by **Denali Water Solutions, LLC.**

Denali Water Solutions

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: October 4, 2022

MEETING DATE: October 17, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to renew the Service Contract with The Security Center, Inc. from Dallas, Texas for the preventative maintenance of the Drive-Thru lanes at City Hall and Communications Sub-Station. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: Service Contract renewal with The Security Center, Inc. for Preventative maintenance for the drive thru lanes, (Project# 2021-60-581-IPQ003-003)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to continue services with The Security Center, Inc. for preventative maintenance for the drive thru lanes at City hall and Communications Sub-Station for an additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 10/4/2022
Approved - 10/4/2022
Approved - 10/4/2022
Approved - 10/14/2022
Approved - 10/14/2022
Final Approval - 10/14/2022



Service Agreement with
Preventive Maintenance

September 27
2022

City of Pharr Texas

**Proposed By:
David Garza**

BANK EQUIPMENT SERVICE AGREEMENT

The Service Agreement coverage, Site Equipment Listing, and attached Supplements constitute the obligations of both the Customer and The Security Center, Inc. and represent the entire Agreement between the Parties and shall not be altered except in writing. This Agreement is subject to the Terms and Conditions contained herein.

The Security Center, Inc.
10750 Forest Lane
Dallas, Texas 75243
(Hereinafter "SCI")

City of Pharr
118 Cage Blvd.
Pharr TX 78577
(Hereinafter "Customer")

CUSTOMER SERVICE LOCATIONS: See Appendix A

SERVICE AGREEMENT FEES, COVERAGES, and INVOICING

SCI and the City entered into a Service agreement with preventative maintenance dated October 30, 2021, for one (1) year. The current agreement expires on 10/31/2022. As per the Terms of the agreement and Termination the agreement shall renew automatically from year to year after the initial term; the City has elected to renew the services for one (1) additional year from 11/1/2022 thru 10/31/2023 pursuant to the October 2021 Agreement under the same terms and conditions and shall continue to automatically renew year to year unless terminated by either party by written notice to the other at least thirty (30) days prior to the next anniversary date of this agreement
SCI will provide all services described herein for the agreed upon price of \$6,800.00 annually, plus tax.

Customer elects (please check one): ☐ Quarterly Invoices ☒ Annual Invoices

The Security Center, Inc.

Proposed by:

David Garza

Name

9/21/2022

Date

Customer:

Accepted by:

Signed

Date

Accepted by:

Name / Title

Cathy Dozier

President

The Security Center, Inc.

Date

DESCRIPTION OF SERVICES

The Security Center, Inc. shall provide Customer with preventive maintenance and full-service maintenance for all equipment listed in the Equipment Listing at an agreed upon fixed price.

PREVENTIVE MAINTENANCE

Preventive Maintenance is scheduled annually and designed to ensure system reliability.

Equipment List: See Appendix A

DRIVE-IN EQUIPMENT – PNEUMATIC & DEAL DRAWER PREVENTIVE MAINTENANCE

Test and verify proper operation of system - adjust if needed

Test and verify safety and limit switch operation - adjust if needed

Clean blower motor inlet and lubricate if needed

Tighten all electronic and hose connections if needed

Clean interior and exterior system surfaces

Inspect and repair pneumatic carriers if needed

Replace Call/Send buttons if needed

Replace Landing Pads if needed

Test and verify proper operation of audio/video system – adjust if needed

Clean deal drawer guide rails and track

Annual training for branch staff

Service Maintenance

Drive in Equipment (Pneumatic, Deal Drawers)

SCI will provide parts and labor to repair or replace pneumatic drive-up system components including blower motors, audio units, video components, send/call buttons, limit switches, microphones, speakers, arrival pads, safety frame. Deal drawer guide rails and track will be cleaned and lubricated.

Response Times

SCI will make every effort to respond to non-emergency service requests within eight (8) business hours. The goal for emergency service requests will be within four (4) business hours.

Other

After-hours emergency maintenance at no additional charge.
SCI phones are answered 24 hours per day. 7 days per week.

Exclusions

Coverage does not include Greyfield 300 and 4000 audio/video system(s), pneumatic system carriers, or pneumatic tubing.

REQUESTING SERVICES AND EQUIPMENT PURCHASES

The Customer agrees to request from SCI needed remedial service, equipment preventive inspections, and/or product installation services, as well as their desire to purchase equipment, by email or phone call. Customer agrees that such requests will be made only by their employees authorized to make such requests.

- Email: service@securitytexas.com
- Phone - SCI Service Dispatch Department (staffed 24 x 7):
 - 214.349.0480
 - 888.451.4646

Appendix A - Locations and Equipment and Pricing							
City of Pharr							
Location Name	Address	Drive Up Lanes			Total cost per year for Drive Up	Time and Material Labor Rate*	
		Effective Date	Quantity	Cost per year		Trip Charge	Hourly Rate
CO09 CITY OF PHARR	118 CAGE BLVD., PHARR TX		8 Am Vault lane; audio; and video	\$5,950.00	\$ 5,950.00	n/a	\$ 109.00
CO13 CITY OF PHARR - COMMUNICATION CENTER	100 WEST BLDG 495, PHARR TX		1 Am Vault lane; 1 deal drawer; audio	\$ 850.00	\$ 850.00	n/a	\$ 109.00
Note: Sales Taxes may be added to these invoices as needed		Includes 1 PM per year per lane; excludes new carrier or tubes			\$ 6,800.00	* For non-covered items/events: lighting strikes, PVC tubing repairs, customer error, etc.	
NOTE: 2 lanes that were under warranty thru 6/30/2021 have been added to this agreement.							

TERMS AND CONDITIONS

SERVICES: The Customer desires to have certain services performed regarding its equipment, and Security Center Inc., is willing to provide those services with the conditions and terms set forth herein.

EQUIPMENT COVERED: The Bank Equipment Listing identifies the Customer's equipment covered by this Agreement. Amendments to the Bank Equipment Listing will be made in writing each time there is an addition, deletion, etc. of equipment, or service coverage within five (5) days of such discovery. Security Center Inc. and the Customer will agree to these Amendments. Such changes shall then be reflected on Security Center Inc. invoicing to Customer.

ACCESS TO EQUIPMENT: Security Center Inc. shall have full and free access to the equipment to provide service thereon. Security Center Inc. will not be required to alter the building structure to perform the maintenance or repair duties described herein. If persons other than Security Center Inc. representatives perform maintenance or repair of the equipment, and as a result further repair by Security Center Inc. is required, such repairs will be made at Security Center Inc. applicable Time and Material rates and Terms then in effect. If such additional repair is required, Security Center Inc. may withdraw the equipment from this Agreement and adjust the price accordingly. Security Center Inc. will perform all operational inspections and maintenance activities during normal working hours.

NOTICES: All notices given under this Agreement, except as otherwise provided, shall be written, and shall be deemed effective upon receipt. All such notices shall be mailed via certified or registered mail to the Parties at the address set forth above.

AGREEMENT START-UP: The Agreement pricing is based upon the equipment being in maintainable and operating condition. If Security Center Inc. first inspection indicates repairs or substantial maintenance is required to bring the equipment to a normal operating and maintainable condition, Security Center Inc. will prepare an estimate for the Customer's approval. Should the Customer not elect to perform the repairs at that time, Security Center Inc. may remove the unsatisfactory equipment from Agreement coverage and adjust the price accordingly or cancel the Agreement.

MAINTENANCE EXCLUSIONS: Maintenance service provided by Security Center Inc. under this Agreement does not include:

1. Repair or replacement of parts, components or equipment that is deemed non-maintainable by either manufacturer obsolescence, unavailability of equipment or parts, inadequate system design, vandalism, or other causes beyond Security Center Inc. control.
2. Repair or replacement of items normally non-maintainable such as but not limited to main power service and electrical wiring up to the equipment, low voltage wiring, cable, connectors, structural supports, cabinets, domes, and equipment enclosures.
3. Repair of damage or increase service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable installation manual including, but not limited to, failure to provide, or the failure of, adequate electrical power, air conditioning, or humidity control.
4. Repair of damage or increase in service time caused by the use of the equipment for other than the purpose for which designed.
5. Furnishing supplies or accessories, painting or refinishing the equipment or furnishing material therefore, inspecting altered equipment, making specification changes, or performing services connected with removing accessories, attachments, or other devices; electrical work external to the equipment or maintenance of accessories, alterations, attachments, or other devices not furnished by TSC.
6. This Agreement does not cover damage to equipment caused by improper use by Customer's employees or Customer's customers, burglary, fire, flood, lightning, wind or other acts of God, war, riot, vandalism, blasting, bombings, earthquakes, civil commotion, settling of walls, foundations or driveways, expanding of doors or wall, electrolysis, decomposition, oxidation or decay of exposed or buried equipment, loss or incorrect changing or combinations or time lock settings, loss of keys, improper changing or tumblers, gates or lever, improper duplication or manufacture of keys, improper settings to video recording devices by other than an authorized representative of Security Center Inc..
7. Such service which is impractical for Security Center Inc. to render because of alterations in, or attachments to, the equipment.
8. Clearance of, or equipment failure due to communication faults, telephone lines, telephone equipment, high speed network interfaces are not covered by this Agreement, are the responsibility of the Customer, and diagnosis, repair or resolution of such failures will be billed to the Customer at Security Center Inc. prevailing rates.
9. Security Center Inc. is not liable for any software malfunctions. Security Center Inc.
10. Security Center Inc. is not liable for any false alarms unless caused directly by Security Center Inc.

INDEMNIFICATION: To the fullest extent permitted by law, the Customer shall indemnify and hold harmless TSC, its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from performance of work hereunder, provided that such claim, damage, loss, or expense is caused in whole or in part by any active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of TSC.

LIMITS OF LIABILITY:

1. It is agreed by and between the Parties hereto: that Security Center Inc. is not an insurer; that the payments, hereinbefore named are based solely on the value of the services and materials herein described. It is not the intention of the Parties that Security Center Inc. assume responsibility for any loss or consequential damages occasioned by malfeasance or misfeasance in the performance of the services under this Agreement or for loss which is sustained through burglary, theft, robbery, fire or other cause and Security Center Inc. shall not be liable for any such loss by virtue of this Agreement or because of the relationship hereby established or otherwise. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of Security Center Inc. by virtue of this Agreement or because of the relationship hereby established, whether due to the negligence of Security Center Inc. or otherwise, such liability is and shall be, limited to and fixed at the sum of \$200.00 or 10% of the contract price as enumerated in the Schedule(s) for that equipment, whichever is greater, which sum shall be paid and received as liquidated damages. Such liability as herein set forth is consciously fixed by the Parties hereto and constitute discharges Security Center Inc. from all claims and liability arising from any cause do as to deny the applicability of any subrogation rights and will use its best efforts to prevent insurance companies from shifting the burden of casualty losses to Security Center Inc. With respect to materials, and equipment sold or provided by Security Center Inc., such equipment and materials are sold without warranty, except for manufacturer warranty, if any. SCI disclaims all warranties, express or implied and specifically DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

2. It is agreed by the Parties herein that Security Center Inc. is not considered a manufacturer under this Agreement and therefore, will not be held responsible for delays in manufacturing or shipping of parts or equipment necessary to maintain the equipment covered under this Agreement. Furthermore, Security Center Inc. will not be held responsible for unavailability of any equipment or parts, due to obsolescence manufacturing, or restrictions by manufacturers, Security Center Inc. will, however, maintain a reasonable inventory of parts to maintain the equipment under this Agreement in order to minimize any duration of equipment breakdown.

LIABILITY: In no event, or under any legal theory, will Security Center Inc. be liable for Customer's loss of business, business opportunity, profits, funds, possessions, or any ancillary, direct or indirect costs, special or consequential damages.

INVOICES: Customer will pay invoices within thirty (30) days of receipt. Should payments exceed thirty (30) days then Security Center Inc. may stop all work under this Agreement and/or cancel the services, and the entire Agreement price shall become immediately due and payable. Amounts remaining unpaid after thirty (30) days from the date of the invoice are subject to a 3.0% administrative service charge. If Customer is in default and Security Center Inc. finds it necessary to refer any claim for unpaid charges to an attorney or collection agency, Customer agrees to pay reasonable attorney fees and collection costs.

SECURITY: Customer agrees to provide Security Center Inc. with the access codes, devices, keys and/or combinations necessary to access each piece of equipment covered under this Agreement. Security Center Inc. will ensure strict security and confidentiality with respect to said keys, codes, and combinations.

TERMS OF THE AGREEMENT and TERMINATION

1. **TERM:** This Agreement is effective upon execution and shall remain in effect through the initial term of the Agreement.
2. **RENEWAL:** It is agreed by both Parties hereto, that this Agreement shall renew automatically from year to year after the initial Term described above, subject to any adjustments made by Security Center Inc. to reflect industry increases in labor, material, and related costs.
3. **TERMINATION AFTER INITIAL TERM:** Security Center Inc. or the Customer may terminate this Agreement, after the initial Term, by giving sixty (60) days advanced written notice by certified mail to the other Party prior to the renewal date of the Agreement.

ALTERNATIVE DISPUTE RESOLUTION: If a dispute arises out of or relates to this Agreement, the Parties agree that senior management shall attempt in good faith to settle the dispute to the satisfaction of all Parties. If the Parties are unable to settle the dispute within thirty (30) days from the time it arises, the Parties agree to submit the dispute to arbitration. Upon expiration of the thirty (30) day period, the aggrieved Party shall serve a written demand for arbitration upon the opposing Party and the American Arbitration Association, and the Parties shall select a mutually acceptable arbitrator with knowledge of the commercial construction and/or service industry. Arbitration shall occur in the metropolitan area in which the work was performed and shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association as such rules shall be in effect at the time of arbitration. The decision of the arbitrator shall be final, conclusive, and binding upon all Parties and judgment may be entered upon the award in the highest state or federal court having jurisdiction over the dispute. The arbitrator shall award the prevailing Party all costs and expenses of such arbitration, including without limitation, reasonable attorneys' fees. Failure to serve a demand for arbitration within one (1) year from the date the dispute arises shall be deemed a waiver of the aggrieved Party's claim.

EXCUSABLE DELAY: Security Center Inc. shall not be liable for any failure to perform or delays in the performance of maintenance services hereunder if such delays or failures are due to strikes, inclement weather, acts of God, terrorism, and acts of civil or military authorities or other causes beyond Security Center Inc. reasonable control.

MISCELLANEOUS: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

CHANGE OF OWNERSHIP: This Agreement shall be binding upon and inure to the benefit of legal representatives, successor and assigns of Security Center Inc. and the Customer. There are no verbal understandings, changing, or modifying any of the Terms of this Agreement. The Parties mutually stipulate that any action for breach of contract or upon any matter arising out of this Agreement must be commenced within one (1) year after the cause of the action occurred or it is forever barred.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Linda Coronado, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on renewal of agreement between City of Pharr and the Pharr Community Theatre FY2022-2023 **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Renewal agreement for FY 2022-2023

Fiscal Consideration: The amount will be distributed monthly upon invoicing the City of Pharr

Staff Recommendation: Recommend approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Linda Coronado

Adolfo Garcia

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 10/14/2022

Approved - 10/14/2022

Approved - 10/14/2022

Approved - 10/14/2022

Final Approval - 10/14/2022

CITY OF PHARR

AGREEMENT FOR SERVICES

This Agreement is entered in by and between the City of Pharr, Texas, a municipal corporation hereinafter referred to as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens; and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the PCT.

The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times, comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **\$40,000** including all fees and reimbursable expenses.
- B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within thirty business days from receipt of billing voucher. The PCT shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the contract manager identified in Section 14, 118 South Cage Blvd, Pharr, TX 78577.

3. Term.

The term of this Agreement shall commence October 1st 2022 and end at midnight of the 30th day of September 2023.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data,

studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

6. Independent Contractor Relationship.

- A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule

and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

7. Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Insurance.

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2) PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Error or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

9. Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager

City of Pharr

Anali Alaniz (Interim City Manager)

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

Pharr Community Theater

213 W. Newcombe/P.O. Box 1583

Pharr, Texas 78577

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. General Administration and Management.

The City's contract manager shall be Library Director, Adolfo Garcia.

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

City of Pharr

By: _____

Name: Anali Alaniz

Title: City Manager (Interim)

Date:

Approved as to form:

By: _____

City Attorney

Pharr Community Theater

By: _____

Name: Pedro Garcia

Title: CEO/Artistic Director

Date:

Exhibit A.
LINE ITEMS FOR CONTRACTUAL AGREEMENT

- | | |
|--|------------------------|
| 1) Main Stage Theater Performances, 3 per year | \$18,000 |
| b) Theater Crew Stipends | \$11,500 |
| c) Main Stage Materials Costs for production design | \$6,500 |
|
2) Children's Theater Productions, 1 per year |
\$6,000 |
| a) Director Stipend for Oversight | \$2,000 |
| b) Crew stipends | \$2,000 |
| c) Stage equipment/sets/props/costumes etc. | \$2,000 |
|
3) Tours |
\$1,000 |
| Up to 4 <u>tours per season</u> including Pepe Salinas Ctr.,
Dtown Amphi Theatre, DRC Center, Pharr One Center | |
| a) Costs for Director, Crew, Drivers, Cast, Transportation Rental for
transporting sets, advertising and technical equipment for production setup | |
|
4) Classes in Performing Arts; Kids, Youth & Adults |
\$3,600 |
| (4 sessions: Winter, Spring, Summer, & Fall, including live & virtual instruction) | |
| a) Coordinator stipends, \$800.00 | \$1,200 |
| b) Assistant stipends, \$450.00 | \$1,200 |
| c) Teacher stipends \$300. | \$1,200 |
|
5) Equipment renewal & maintenance |
\$3,000 |
| a.) Sound and Light equipment and stage Flats and risers | |
| b.) A/C Repair & updates, Signage | |
|
6) Operating Costs |
\$8,4000.00 |
| a) Staff payment for 1 current staff member & 2 part time contractor | |
| b) Office & laboratory supplies, Website management & Custodial service | |

\$40,000 TOTAL

**Exhibit B.
PAYMENT VOUCHER FOR CONTRACTUAL AGREEMENT**

Payment shall be made on a monthly bases to Pharr Community Theater, Co. (PCT) in installments of \$3,333.33 from October, 2022 to September, 2023, not to exceed a total of \$40,000.00

Funds are to be utilized towards Productions and Operations Costs for Pharr Community Theater, Co.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: October 10, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, ratifying renewal of License Agreement between City of Pharr and Bert Ogden Arena. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Loge Box License Agreement No. 3 for a two-year term starting October 1, 2022 through September 30, 2023.

Fiscal Consideration: \$52,000.00 per year

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 10/10/2022
Approved - 10/10/2022
Approved - 10/12/2022
Final Approval - 10/14/2022



BERT OGDEN ARENA

LOGE BOX THREE (3) LICENSE AGREEMENT

Contract Date: October 1, 2022

Licensee: City of Pharr Phone No. (Day): (956) 402-4100
Address: 118 S. Cage Blvd.
Pharr, TX 78577

LOGE BOX LOCATION AND TERM

This Agreement (together with Exhibits A through D attached hereto, this “Agreement”) sets forth the terms and conditions of the loge box license (the “License”) granted to the person or entity executing this Agreement as licensee (“Licensee”).

Subject to the terms and conditions of this Agreement, the License granted hereby relates to **Loge 3** (the “Loge Box”) to be located on the upper bowl level of the Bert Ogden Arena (the “Arena”) to serve as the home arena for the Rio Grande Valley Vipers (the “Team”).

The anticipated location of the Loge Box is marked on the arena diagram attached to this Agreement as Exhibit A (the “Arena Diagram”).

The Loge Box is licensed for the following number of Years: Two (2).

LOGE BOX BENEFITS

Licensee benefits, including admission tickets included with the Loge Box, availability of other tickets, parking privileges, Loge Box amenities, and other benefits and opportunities, are set forth on Exhibit B attached hereto.

INITIAL PAYMENT

If Licensee:

1. Returns a signed copy of this Agreement by October 1, 2022; and
2. Submitted payment to Vipers Arena, LLC (“Licensor”) in the following amounts:

Year One commences October 1, 2022 and Ends September 30, 2023. The total amount for the suite benefits is Fifty-Two Thousand Five Hundred (\$52,500.00) Dollars. This amount shall be paid in four (4) equal installments of Thirteen Thousand One Hundred and Twenty-Five (\$13,125.00) Dollars due on or before the 1st day of October 2022, December 2022, February 2023, and ending on or before April 1, 2023.

Year Two commences October 1, 2023 and Ends September 30, 2024. The total amount for the suite benefits is Fifty-Two Thousand Five Hundred (\$52,500.00) Dollars. This amount shall be paid in four (4) equal installments of Thirteen Thousand One Hundred and Twenty-Five (\$13,125.00) Dollars due on or before the 1st day of October 2023, December 2023, February 2024, and ending on or before April 1, 2024.

This Agreement will be a valid and binding agreement between Licensee and Licensor.

The Initial Payment will be held and applied by Licensor pursuant to the Terms and Conditions hereof.

If Licensee does not comply with any of the items 1 or 2 above, this Agreement will be null and void (subject only to the next sentence of this paragraph), and Licensor will be free to license the Loge Box to any other party without notice to Licensee.

If Licensor receives a signed copy of both this Agreement and the Initial Payment after the date identified above, delivery of the same to Licensor will be deemed an irrevocable offer to enter into this Agreement on the terms set forth herein, which Licensor may accept, in its sole discretion, at any time within thirty (30) days of receipt of the same.

The licensee must sign this Agreement below and deliver this Agreement and the Initial Payment to VIPERS ARENA, LLC, PO Box 3549 Edinburg, Texas 78540

The amount of the License Fee and payment deadlines are set forth in Exhibit C attached to this Agreement.

TERMS AND CONDITIONS

The licensee acknowledges and agrees to be bound by this Agreement. All Exhibits attached to this Agreement are incorporated herein by reference and deemed a part hereof for all purposes. Each capitalized term used in this Agreement shall have the meaning ascribed to such term wherever defined in this Agreement.

In addition, Licensee agrees to observe, and to cause Licensee's guests, invitees and anyone occupying the Loge Box to observe, all rules, regulations, and policies of Licensor, the Arena, the RGV Vipers and the G-LEAGUE pertaining to use of the Loge Box and attendance at Arena

events, including any modifications that may be adopted or administered by any such entity or any successor thereto from time to time.

LICENSEE:

CITY OF PHARR

By: _____
Name: _____
Title: An Authorized Agent
Date: _____

LICENSOR:

VIPERS ARENA, LLC, a Texas limited liability company

Alonzo Cantu, Managing Member

Date: _____

Alejandro Candelaria, Vice President of Sports & Entertainment

Date: _____

We thank you for your participation as a Loge Box Licensee at the Bert Ogden Arena. You will receive a counter-signed copy of this Agreement for your records.

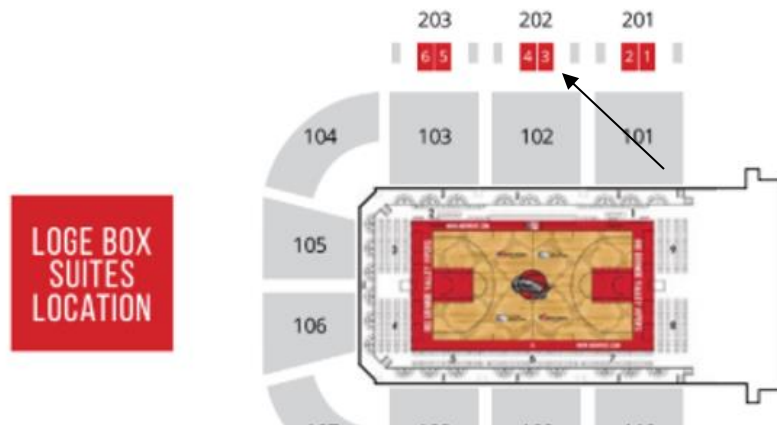
EXHIBIT A

ARENA DIAGRAM¹

LOGE BOX SUITE

Loge Boxes offer first-class perks and privileges with a close-to-the-action feel for a smaller group that wants to enjoy service in a dedicated semi-private area. Loge Boxes are located in the center of the arena bowl and offer a perfect view of all events.

Inventory	MKT Rate
10	\$65,000 (per year)



¹ This diagram is a depiction of the Bert Ogden Arena and may be modified by Lessor at any time and should not be construed to be to scale or to show the precise location of the Loge Box.

EXHIBIT B

LOGE BOX BENEFITS

Subject to the terms and conditions of this Agreement, Licensee will be entitled to the following benefits:

1. **BASKETBALL ADMISSION TICKETS.** The licensee will receive sixteen (16) (the “Minimum Number”) admission tickets to the Loge Box for every home Regular Season Game of the RGV Vipers (the “Team”). The cost of such tickets is included in the annual License Fee. The licensee will also be entitled to purchase additional (i.e., standing room) tickets to the Loge Box for every home Regular Season Game at the then prevailing price for Loge Box tickets set by Licensor. The licensee will receive ~~sixteen~~ (16) admission tickets to the Loge Box for Post-Season Games and will be entitled to purchase additional tickets to the Loge Box for each such game. Licensee may also be entitled to purchase additional (i.e., standing room) tickets to the Loge Box for each such game, as determined by the Licensor in accordance with, and subject to, the terms of Section 3 of Exhibit D. Admission tickets for any home game of any other G-LEAGUE team played at the Arena are not included as part of the License Fee.
2. **OTHER ADMISSION TICKETS.** Licensee will receive sixteen (16) admission tickets to the Loge Box for any other Arena Events (except for Excluded Events) and will be entitled to purchase additional admission tickets to the Loge Box for such Arena Events in accordance with, and subject to, the terms of Section 3 of Exhibit D.
3. **PARKING PASSES/PARKING.** Licensor will provide Licensee, for each home Regular Season Game, Post-Season Game, and other Arena Event (except for Excluded Events) at the Arena, with two (2) VIP Parking Passes for parking in the vicinity of the Arena.
4. **NBA PRESEASON GAME TICKETS.** The licensee will receive zero (0) admission tickets for any National Basketball Association (the “NBA”) Preseason Games at the Arena and will be entitled to purchase zero (0) additional tickets to the Loge Box for each such game. Licensee may also be entitled to purchase additional (i.e., standing room) tickets to the Loge Box for each such game, as determined by the Licensor.
5. **PROGRAMS.** The licensee will receive game day programs equal to the number of admission tickets provided for each home Regular Season Game and Post-Season Game. The cost of the programs is included in the annual License Fee.

EXHIBIT C

LOGE BOX LICENSE FEE AND PAYMENT SCHEDULE

1. **LICENSE FEE.** The annual license fee payable by Licensee to Licensor during the Term (the “License Fee”) is initially \$52,500, and such License Fee is subject to escalation each Year as provided in Section 4 of this Exhibit C.

2. **INITIAL LICENSE FEE PAYMENTS.** After receipt of the Initial Payment of (\$13,125.00), the remaining portion of the first annual License Fee is payable in three (3) equal installments with the first installment due no later than October 1st, 2022 and the final installment due no later than April 1st, 2023.

3. **SUBSEQUENT LICENSE FEE PAYMENTS.** Unless prepaid as described in Section 1 of this Exhibit C, the second annual License Fee will be invoiced on October 1, 2023 immediately following the first season in which a Team game is played at the Arena.

License Fees must be paid by personal or corporate check, ACH wire transfer or certified funds to Licensor at the address listed in this Agreement unless otherwise notified by Licensor, and will not be payable by credit card, debit card or charge card. Any failure by Licensee to make License Fee payments when due will be a default by Licensee under this Agreement, which will permit Licensor, among other available remedies, to terminate this Agreement pursuant to the terms of Section 11 of Exhibit D.

4. **LICENSE FEE SCHEDULE.** The annual License Fee for each year will be as follows:

Table 4.1 License Fee Schedule

Year 1	\$52,500.00	Year 6	\$_____
Year 2	\$52,500.00	Year 7	\$_____
Year 3	\$_____	Year 8	\$_____
Year 4	\$_____	Year 9	\$_____
Year 5	\$_____	Year 10	\$_____

5. LATE FEE. Any Annual License Fee or other monetary obligation under the Agreement not paid to Licensor by the date specified in the Agreement shall bear interest accruing from such date at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less.

6. SECURITY DEPOSIT. As security for the prompt and full payment of all fees, including the Annual License Fee, and Licensee's full and faithful performance of its obligations hereunder, Licensee will pay a security deposit in the amount and on the dates set forth herein (the "Security Deposit"). After delivering the Security Deposit to Licensor, the Security Deposit may be commingled with other of Licensor's funds and may be used by Licensor for any business purpose. If, at any time during the Term, any portion of the Annual License Fee or any other amount payable by Licensee to Licensor is not promptly paid when due, Licensor may, without prior notice and without waiving any other remedy which it may have under the Agreement, apply all or any portion of the Security Deposit to the payment of such amount. Licensee shall, upon written demand of Licensor, remit to Licensor an amount sufficient to restore the Security Deposit to the original sum deposited. The licensee's failure to do so within five (5) business days after receipt of such demand shall constitute a breach of the Agreement. If Licensee's right to use the Loge Box is terminated, Licensor may, at its option, apply the Security Deposit, or so much thereof as may be necessary, to compensate Licensor for any loss or damage sustained or suffered by Licensor. Otherwise, and if Licensee complies with all terms and conditions of the Agreement, the Security Deposit shall be returned to the Licensee at the end of the Term or upon the termination of the Agreement. No interest will be paid on the Security Deposit.

EXHIBIT D

TERMS AND CONDITIONS

This Exhibit D constitutes the “Terms and Conditions” referred to in, and incorporated into, the Bert Ogden Arena Loge Box license agreement executed by Licensee and Licensor. Pursuant to this Agreement, Licensee has received a License, privilege, and right to use the Loge Box in the Arena under the terms of this Agreement, including these Terms and Conditions.

1. Grant of License. While in compliance with this Agreement, Licensee will be entitled, during the Term, to use the Loge Box identified in this Agreement in the manner and to the extent provided in this Agreement and permitted by Licensor and its affiliates.

2. Term of Agreement. The term of this Agreement (the “Term”) will commence on the date of execution and after this Agreement becomes binding as identified above and will continue until the expiration of the last of the number of Years set forth in this Agreement. The term “Year” means the period from October 2022 of one calendar year to the last day of September 2023 of the following calendar year, provided that the first Year of this Agreement will commence on the date of the first publicly ticketed event at the Arena and end on the last day of December 2023 of the following calendar year. Access to the Loge Box and rights to any and all benefits under this Agreement will begin in the first year of this Agreement.

3. Admission Tickets. For each year of the Term, Licensee will receive the Minimum Number of admission tickets to the Arena for access to the Loge Box as set forth in Exhibit B of this Agreement for each regular-season home game played by the Team at the Arena (“Regular Season Games”). Licensee acknowledges that the G-LEAGUE may decide to hold one or more Team “home” games at a location or locations other than the Arena during the Term and that admission tickets to such games are not included as part of the License Fee. The licensee will receive sixteen (16) admission tickets to the Loge Box for Post-Season Games. Admission tickets for any home game of any other G-LEAGUE team played at the Arena are not included as part of the License Fee.

Except for Excluded Events (as defined below), Licensee will receive sixteen (16) admissions tickets for non-G-LEAGUE events held inside the Arena (“Arena Events”). Admission tickets for such Arena Events will be priced by the sponsor or promoter of the Arena Event (the “Event Sponsor”).

The licensee will not have the right to purchase admission tickets for the Loge Box for Excluded Events. “Excluded Events” include (i) events for which the Loge Box is deemed unusable or unavailable due to the configuration of the Arena for such event and (ii) such other events which are determined to be Excluded Events by Licensor in its sole discretion.

3. Use by Licensee. Licensee will be entitled to use of the Loge Box during the Term subject to the terms and provisions of this Agreement. Licensee and Licensee’s guests and invitees will be entitled to always use the Loge Box for which appropriate tickets for admission to the Loge Box have been obtained. In addition, Licensee and Licensee’s guests and invitees will have access to the Club Facilities in accordance with such procedures as will be established by Licensor from

time to time at Licensor's sole discretion. During dates on which Regular Season Games, Post-Season Games or other Arena Events occur, access to the Loge Box and the Loge Box area, as well as the Club Facilities, will be controlled by an Event Sponsor or by Licensor, and each person using such areas will be required to present a ticket for admission thereto. The licensee will have the access described in Exhibit B of this Agreement. Licensee and Licensee's guests and invitees will be bound by and will observe the terms and conditions upon which tickets for admission to the Arena are issued by Licensor or by an Event Sponsor including, without limitation, the policy adopted by the issuer of such tickets with respect to the cancellation or postponement of the game or event.

4. Parking. The licensee will have the right to receive, for all Regular Season Games, Post-Season Games, and other Arena Events, the number of "VIP Parking Passes" set forth in Exhibit B of this Agreement for parking in Arena lots designated by Licensor. The cost of such VIP Parking Passes is included in the annual License Fee.

5. Taxes. Licensee agrees to pay, and to fully indemnify Licensor for the payment of, all taxes or surcharges ("Taxes") that may be imposed by any governmental authority with respect to or on account of the license and use of the Loge Box or the provision or sale of tickets and other services and benefits hereunder, including but not limited to all sales, privilege, rental, use, admissions, amusement, property, parking, ticket, television service or other governmental taxes, impositions or assessments. Licensor may advance Taxes due on behalf of the Licensee. The licensee will pay any invoice for Taxes promptly on receipt.

6. Services. Food and beverage services will be provided either by Licensor or by a caterer designated by Licensor, at prevailing rates established by such provider, to be billed directly to Licensee. The licensee will pay all charges and expenses promptly, including applicable taxes, for catering and other services incurred by the Licensee in connection with the use of the Loge Box by Licensee or Licensee's guests or invitees. No food or beverages other than those purchased from Licensor, from such designated caterer or from the concessionaires in the Arena, may be brought into or be prepared or consumed in the Loge Box. Failure to pay any charges or expenses for food, beverage, and services by the date specified in the applicable invoice will be a default by Licensee under this Agreement. Licensor or the provider has the option in its sole discretion to require that a valid, effective credit card be provided to Licensor or its agents so that food and beverage services can be directly charged to that credit card.

7. Obligation to Pay. The obligation of Licensee to pay the Initial Payment, the License Fees, food, beverage and service charges, and other fees, expenses, taxes and other charges due under this Agreement, whether to Licensor, Licensor's concessionaires, Vipers Basketball, LLC (the "Team") or any Event Sponsor or other provider in connection with Loge Box use, is independent of the liabilities and other obligations of Licensor under this Agreement. Licensee will promptly make all such payments due to Licensor, Licensor's concessionaires, the Team or any Event Sponsor or another provider without any deductions, set-offs, or counterclaims against such payments on account of any breach or default by, or claims against Licensor or otherwise, or any breach or default by or claims against any concessionaire, the Team or any Event Sponsor or any other person or entity. Licensor shall have the right to apply for any payments, regardless of how designated, to any past due to fees, expenses, taxes, or other charges under or related to this Agreement, before applying any remaining balance to current amounts due.

Licensor will not be liable for, and Licensee will not assert any deduction, set-off, or claim of any nature against Licensor for any act or omission of or any breach or default by any

concessionaire, the Team or any Event Sponsor or other person or entity. The licensee will be bound by the terms and conditions established from time to time by Licensor, the Team, or any Event Sponsor for cancellation or postponement of a game or event. Except as otherwise set forth expressly in this Agreement, none of the Licensor or the Team will have any liability to Licensee on account of any such cancellation or postponement or other failure or deficiency in the conduct of such event. No Event Sponsor will have any liability on account thereof, except as otherwise expressly set forth on the tickets issued to Licensee.

Licensee's rights under this Agreement, including the rights to have access to and use the Loge Box and the Club Facilities and to obtain admission to the Arena, the Loge Box or the Club Facilities, are subject to the conditions precedent of payment by Licensee to Licensor of all sums then due Licensor and upon Licensee's continued compliance with the terms and conditions of this Agreement. The License Fees for the Loge Box will be billed to Licensee and will be due and payable at the times set forth in Exhibit C to this Agreement.

8. Cancelled Games; Relocated Games; Unavailable Games.

(a) In the event that there are any Cancelled Games, Relocated Games or Unavailable Games (each as defined below) during the Term, Licensee will be entitled to a refund for each such game equal to the product of: (i) the Minimum Number multiplied by (ii) the prevailing price of tickets for seats available to the general public located nearest to the Loge Box on the lower level of the Arena. Such a refund will be Licensee's sole right and remedy with respect to any such games. The amount of such a refund will be credited by Licensor against the next installment of the Licensee Fee payable by the Licensee. If there is no such future installment due, the amount of such refund will be credited against other Loge Box charges payable by Licensee to Licensor with the balance, if any, refunded by Licensor to Licensee. For the avoidance of doubt, there will be no refund or reduction in License Fees with respect to any post-season home games of the Team (including if such games are canceled or relocated or if the Loge Box is unavailable for such games).

(b) Notwithstanding anything herein to the contrary, Licensor will have no obligation to refund or reduce any License Fees in the event that (i) completion of the Arena is delayed, (ii) the location of the Loge Box varies from that set forth in this Agreement or (iii) the Loge Box bears a number (or other identifier) that is different from that initially set forth in this Agreement. If the completion of the Arena is delayed (i) the first year of the Agreement will not commence prior to the first G-LEAGUE season in which the team plays a home game in the Arena, (ii) the terms of this Agreement will continue in full force and effect without any liability of Licensor for damages of any kind relating to such delay, and (iii) Licensee will not be entitled to any refund of or reduction in License Fees for such delay.

(c) Notwithstanding anything herein to the contrary, if Licensor abandons its efforts to construct the Arena, or if the Loge Box is not included in the Arena as constructed, then (i) Licensor will return all License Fee payments previously made by Licensee to Licensor as soon as reasonably practicable thereafter, (ii) no interest will be payable to Licensee on any such returned payments, and (iii) upon return of such payments to Licensee, this Agreement will terminate and the parties hereto will have no further liability or obligation to each other under the terms of this Agreement or at law or in equity.

(d) In the event of any damage to or destruction of the Arena or the Loge Box, Licensor will have no obligation hereunder to repair such damage or rebuild the Arena or the Loge Box. If

Licensors elects not to repair the damage or rebuild the Arena or the Loge Box, (i) this Agreement will terminate as of the date of such damage or destruction, (ii) Licensee shall be entitled to the refund set forth in Section 11(a), if any, and (iii) Licensor shall have no further liability under this Agreement.

(e) A “Cancelled Game” is any regular-season home game of the Team that is canceled (and not rescheduled) for any of the following reasons:

- i. any strike, lock-out or other labor disturbance (specifically including, but not limited to, G-LEAGUE players’ strikes and G-LEAGUE owners’ lock-outs);
- ii. any damage to or destruction of the Arena which, in Licensor’s sole discretion, renders the Arena unusable; or
- iii. any improvements, alterations, restorations, expansions, or enlargements of the Arena, which, in Licensor’s sole discretion, render the Arena unusable.

(f) A “Relocated Game” is any regular-season home game of the Team that is held in a location other than the Arena for any of the following reasons:

- i. the G-LEAGUE decides to hold a regular-season home game of the Team at a location other than the Arena (including, by way of example, regular-season home games played in a foreign country);
- ii. the construction of the Arena is not completed in time to enable the Team to play all its regular-season home games at the Arena during the First Year of this Agreement; or
- iii. any damage to or destruction of the Arena or any improvements, alterations, restorations, expansions, or enlargements of the Arena.

(g) An “Unavailable Game” is any Regular Season Game for which the Loge Box is not available to Licensee for any of the following reasons:

- i. any damage to or destruction of the Loge Box which, in Licensor’s sole discretion, renders the Loge Box unusable; or
- ii. any improvements, alterations, restorations, expansions, or enlargements of the Loge Box or the Arena, which, in Licensor’s sole discretion, render the Loge Box unusable.

Notwithstanding the foregoing, a Regular Season Game will not be considered an Unavailable Game if (A) Licensor makes a reasonably comparable Loge Box available to Licensee for such game or (B) the Loge Box is rendered unusable due to the fault or negligence of Licensee or Licensee’s guests or invitees.

9. End of Term Right to First Refusal to Re-Purchase. If Licensee is not in default under any of its obligations under this Agreement, Licensee will have the first right of refusal to enter into a new license agreement for the Loge Box effective after the expiration of the Term at such annual License Fee and on such other terms and conditions as Licensor may determine in its sole discretion. Licensor will provide written notice to Licensee, not later than sixty (60) days prior to

the expiration of the Term, of the proposed new License Fee schedule and other terms and conditions. Licensee will then have thirty (30) days from the date such notice is given to accept the proposed License Fee schedule and other terms and conditions by executing and delivering to Licensor a new Loge Box license agreement in the form provided by Licensor, together with any deposit or other payment which may be required thereunder. If Licensee fails to deliver such new agreement in such form and with such payments within that thirty (30) day period, Licensor will have the unencumbered right to license the Loge Box from and after expiration of the Term to any person or entity on such terms as Licensor may determine in its sole discretion.

10. Covenants and Obligations of Licensee. Licensee agrees with Licensor as follows:

(a) Except for ordinary wear and tear, Licensee will keep and maintain the Loge Box in good repair, order, and condition and will reimburse Licensor for the repair of any damage caused to the Loge Box or Club Facilities or Licensor's property in the Loge Box by Licensee or any of Licensee's guests or invitees. Any damage caused to the Loge Box or Club Facilities or Licensor's property in the Loge Box by Licensee or any of Licensee's guests or invitees will be the responsibility of and will be repaired by Licensor; provided that, in light of Licensee's rights under this Agreement, absent clear and convincing evidence to the contrary, all damage to the Loge Box will be presumed to have been caused by Licensee or its guests or invitees.

(b) Licensee and Licensee's guests and invitees will always maintain proper decorum while using the Arena, the Loge Box, and Club Facilities. The licensee will be held responsible for its actions as well as those of its guests and invitees, including, but not limited to, actions arising from the consumption of alcoholic beverages. Should Licensee or any of Licensee's guests or invitees create a disturbance, nuisance or cause any objects to be thrown, propelled or dropped from the Loge Box or Club Facilities to any area external to the Loge Box, Licensor or its agents, designees, authorities, employees will have the right to remove the parties responsible for such action, or all the persons in the Loge Box, from the premises of the Loge Box and/or the confines of the Arena, and to exercise any of Licensor's rights under this Agreement including rights upon default in accordance with these Terms and Conditions and including, without limitation, termination of this Agreement. Licensee and Licensee's guests and invitees will comply with, and be subject to, all applicable present and future State, federal and local laws, ordinances, orders, rules and regulations and any rules, regulations, and procedures promulgated by Licensor, the Team, any Event Sponsor or the G-LEAGUE, and Licensee will not permit any violation thereof. The licensee will be responsible for any violations of this Agreement by Licensee's guests or invitees.

(c) Licensee and Licensee's guests and invitees will not permit the Loge Box or Club Facilities to be used for any illegal, improper, immoral or objectionable purpose, or in any way obstruct or interfere with the rights of any other Arena licensees. Licensee and Licensee's guests and invitees will not bring into the Arena any alcoholic beverage or intoxicating beverage, any illegal drugs (except as prescribed to the treated individual by a licensed physician), any controlled substance.

(d) Licensee and Licensee's guests and invitees will not film, record or transmit from the Arena, the Loge Box or Club Facilities all or any portion of any basketball game or other event, or any description thereof, by any means (including without limitation radio or television broadcasting, whether broadcast "live" or by means of film, tape or other technology, including, but not limited to, camera and video-enabled cellular telephones).

11. Default. In the event Licensee fails to pay by the date(s) specified in this Agreement any amounts to be paid by Licensee pursuant to this Agreement (including, without limitation, the

Initial Payment, any annual License Fee or portion thereof, food, beverage or service charges, ticket charges, Taxes or other fees or accrued interest, costs or expenses) or otherwise defaults in the performance or observation of its duties and obligations under this Agreement, Licensors may, in addition to all other rights and remedies it may have at law or in equity, at its option: (a) withhold distribution of tickets to Licensee for games and events played in or held at the Arena until such time as such default is cured, and if such default is not cured more than ten (10) days prior to any game or event at the Arena, Licensors will have the right to sell tickets to such event, including any Regular Season Game or Post-Season Game, together with the right to use the Loge Box, for the event to which such tickets apply; and (b) if Licensee fails to cure a payment default within ten (10) days after written notice from Licensors or any other default within twenty (20) days after such notice, Licensors may terminate the right of Licensee to use the Loge Box as described in this Agreement and all other rights and privileges of Licensee under this Agreement, retain any License Fee payments already made by Licensee and declare the entire unpaid balance of the License Fee (which for purposes hereof will include the total aggregate unpaid balance of the annual License Fees for the remainder of the Term) immediately due and payable, whereupon Licensors will have no further obligation of any kind to Licensee. Licensors will have the right, but not the obligation, to relicense the Loge Box to another person or entity. In no event will Licensors be obligated to relicense the Loge Box to another person or entity if other Loge Boxes are available for license.

The foregoing remedies of Licensors will not be to the exclusion of any other right or remedy set forth in this Agreement or otherwise available to Licensors at law or in equity. The licensee will be responsible for all attorneys' fees and costs incurred by the Licensors in the enforcement of this Agreement, whether litigation is commenced, including in connection with any appellate proceedings. LICENSEE HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.

No waiver by Licensors of any default or breach by Licensee of its obligations under this Agreement will be construed to be a waiver or release of any other subsequent default or breach by Licensee under this Agreement, and no failure or delay by Licensors in the exercise of any remedy provided for in this Agreement will be construed to be a forfeiture or waiver thereof or of any other right or remedy available to Licensors.

12. Access by Licensors. Licensors and its agents and employees will have access to the Loge Box to the extent deemed necessary by Licensors: (a) for the performance of its obligations under this Agreement and for any and all purposes related thereto, (b) to investigate any suspected violations of the terms and conditions of this Agreement, or (c) otherwise in connection with the operation and maintenance of the Loge Box. The licensee will not interfere with the Licensors' right of access by the installation of additional or changed locks or otherwise.

13. Disclaimer of Liability. Neither the Licensors, the Team, or any Arena operator designated by Licensors (the "Arena Operator") or any of their respective affiliates (together, the "Licensors Parties") or any of their respective officers, partners, employees, directors, members, owners, managers or agents (together, with the Licensors Parties, the "Licensors Acting Parties"), will be liable or responsible for any loss, damage, or injury to any person or to any property of Licensee or Licensee's guests or invitees in, around or upon the Arena or any Arena parking areas, resulting from any cause whatsoever, including, but not limited to, theft and vandalism, unless due to, and only to the extent of, the negligence or the willful misconduct of one of the Licensors Acting Parties

and then only the Licensor Acting Parties who have committed such negligence or willful misconduct will be liable.

IN ADDITION, LICENSEE AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR ACTING PARTIES AND THE NBA-G League (also known as the "INDEMNITEES"), FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE ARENA AND ANY ARENA PARKING AREAS: (I) IN CONNECTION WITH LICENSEE'S OR LICENSEE'S GUEST'S OR INVITEE'S USE OF THE LOGE BOX, OTHER ARENA AREAS OR ANY ARENA PARKING AREAS, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE AND EXCEPTING ONLY AS TO SUCH INDEMNITEE, OR (II) DUE TO ANY CONTRAVENTION BY LICENSEE OR LICENSEE'S GUESTS OR INVITEES OF THE PROVISIONS OF THIS AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS. ALL INDEMNITEES ARE DEEMED TO BE THIRD PARTY BENEFICIARIES TO THESE INDEMNIFICATION PROVISIONS, AND ARE ENTITLED TO ENFORCE THESE PROVISIONS AGAINST LICENSEE.

Licensee may, at its sole cost and expense, obtain and keep in full force and effect at all times during the Term, a comprehensive general liability insurance policy (including, without limitation, host liquor liability coverage), including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by Licensee of the indemnity provisions of this Agreement. The limits of this insurance will not, however, limit the liability of the Licensee under this Agreement.

With respect to any claim by Licensee under, in connection with, or in any way related to this Agreement, Licensee specifically agrees that its sole and exclusive remedy at law or in equity will be to a refund of License Fees previously paid, less any License Fees applicable to any period of time before such claim arose, it is agreed that none of the Licensor Acting Parties will ever be personally liable on account of such claim. In no event will any Licensor Acting Parties ever be liable to Licensee for any indirect, special, or consequential damages suffered by Licensee or any of its guests or invitees, for whatever cost.

Licensor hereby waives all rights of recovery against Licensee, its officers, employees, agents, guests, visitors and invitees for or arising out of damages to or destruction of the Arena and any other property and improvements of Licensor from causes then included under Licensor's property and casualty coverage insurance policies covering the Arena, to the extent that such insurance policies permit such waiver. Licensee hereby waives all rights of recovery against Licensor for or arising out of damage to or destruction of any property of Licensee located within the Loge Box and the Arena from causes then included under Licensee's property and casualty coverage insurance policies, if any, to the extent that such insurance policies permit such waiver.

14. Cost-Sharing Arrangements. Licensee hereby represents and warrants that Licensee has not entered into, nor will it enter into, any agreements or arrangements by which Licensee and any other party or parties share the costs attributable to the Loge Box including, but not limited to, the

License Fees provided for hereunder, in consideration for the use of the Loge Box during the Term hereof ("Cost-Sharing Arrangement"), except as may be approved in writing by Licensor. Any and all agreements to transfer, for any consideration whatsoever, one or more tickets provided to Licensee under this Agreement will constitute a Cost-Sharing Arrangement. No Cost-Sharing Arrangement will relieve Licensee from being fully liable for all obligations under this Agreement, including, without limitation, all financial and non-financial obligations and the payment of all License Fees. At all times, Licensor will have the right, exercisable in Licensor's sole and absolute discretion, to prohibit and to reject any proposed Cost-Sharing Arrangement or to limit the number of parties to a Cost-Sharing Arrangement. In the event that Licensee desires to enter into a Cost-Sharing Arrangement after execution of this Agreement, Licensee will be required with respect thereto to provide to Licensor the identity of the party(s) to the proposed Cost-Sharing Arrangement and the address and phone number of such party(s), so that Licensor may contact them to request such financial or other information as Licensor will deem advisable.

15. STRIKES, DAMAGES, DESTRUCTION, ETC. If any Regular Season Games or Events are cancelled in any Year due to any reason including, without limitation, any strike, lock-out or other labor disturbance, damage to or destruction of the Bert Ogden Arena or any other event or condition, then (i) the terms of the Agreement shall continue in full force and effect without any liability to Licensor for damages of any kind relating to the cancelled Bert Ogden Arena games or Events; and (ii) the Annual License Fee for that Year shall be prorated based upon the ratio that the total number of Bert Ogden Arena scheduled to occur during that Year minus the number of Regular Season Games canceled for that Year bears to the total number of Regular Season Games scheduled to occur during that Year. Any credit due to the Licensee as a result of such proration for that Year shall be applied to the Annual License Fee payment installments for the next Year until used in full. If, in the case, the Year is the final Year of the Term and there are no more Annual License Fee payment installments due, then the credit shall be paid to Licensee when Licensee has fully performed all its obligations under the Agreement.

In the event of any damage to or destruction of the Loge Box, not caused by Licensee, in any Year which results in Licensee not having the use of the Loge Box for any Regular Season Games or Events and a reasonably comparable Loge Box is not made available to the Licensee, then the Licensee shall be entitled to a credit against the Annual License Fee for that Year as provided in this Agreement. The Licensee shall not be entitled to a credit for any Annual License Fee if the Loge Box is rendered unusable due to the fault or negligence of the Licensee or Licensee's guests or invitees.

If in the event of any damage to or destruction of the Bert Ogden Arena which renders the Bert Ogden Arena unusable and the Bert Ogden Arena is not repaired or restored, then Licensor will return to Licensee the Security Deposit and any credit of the Annual License Fee, as soon as reasonably practical thereafter; and no interest will be paid on any returned Annual License Fee or Security Deposit; and upon return of such Annual License Fee and Security Deposit, the Agreement will terminate, and the parties will have no further liability or obligation to each other under the terms of the Agreement or at law or equity.

16. Assignment; When Permitted.

(a) Assignment by Licensee. Licensee hereby acknowledges that the identity of Loge Box licensees is of crucial importance to Licensor. Accordingly, Licensee hereby agrees that, unless Licensee has obtained Licensor's consent as provided in Section 18(b) hereof, Licensee will

not assign, sell, sublicense, transfer, mortgage or otherwise alienate or encumber (any such act being to “assign” and to result in an “assignment”) this Agreement or any interest therein; provided, however, that Licensee may distribute admission tickets provided to Licensee under this Agreement (“Tickets”) or the VIP Parking Passes to Licensee’s guests and invitees for use in the manner permitted herein. For purposes hereof, a transfer of a controlling interest in the capital stock or partnership interests of Licensee, the sale of all or substantially all of the assets of Licensee or a merger or consolidation of Licensee with another entity will be deemed to be an assignment requiring consent of Licensors, such consent not to be unreasonably withheld. Licensee further agrees not to sell any Tickets or any rights to admission to the Loge Box, the VIP Parking Passes or the Club Facilities or otherwise permit any person to occupy the same for hire, it is expressly understood that the use of Tickets, the Loge Box, the VIP Parking Passes and the Club Facilities will be solely for the use, enjoyment, and entertainment of Licensee, and guests and invitees of Licensee. The licensee agrees not to solicit or accept any direct or indirect payment or income from any person or entity for the use of Tickets, the Loge Box, the VIP Parking Passes, or the Club Facilities. The provisions of this Section 18 will not prohibit Licensee from requiring its employees, guests, and invitees, pursuant to the Licensee’s company or internal policy and procedure, to pay or reimburse the Licensee for the use of Tickets.

(b) Consent. If Licensee desires to assign its interest in this Agreement to any person or entity, Licensee will notify Licensors in writing of such desire, setting forth the identity of the proposed assignee and the name, address and telephone number of the individual representing the proposed assignee so that Licensors may communicate with the proposed assignee regarding the proposed assignment. Licensors will have the right to contact the proposed assignee and conduct such investigation of the creditworthiness of such proposed assignee as Licensors will deem necessary, including requiring the proposed assignee to submit to Licensors such financial and other information as Licensors will deem advisable. If Licensors consent to the proposed assignment, it will not be effective until Licensors has received an instrument executed by the proposed assignee by which such assignee agrees to be bound by this Agreement and an instrument of assignment executed by Licensee satisfactory to Licensors. Upon Licensors’s written consent to the assignment of this Agreement and receipt of such instruments, Licensee will be released from any further obligations under this Agreement. Any consent by Licensors to any assignment or other transfer by Licensee will not be deemed to be consent by Licensors to any further assignment or other transfer by the successor licensee. Any attempted assignment, sell, sublicense, transfer, mortgage, or other alienation or encumbrance of this Agreement or any interest herein will be null and void and further will constitute a default in the performance and observance of Licensee’s duties and obligations under this Agreement. Licensors will not unreasonably withhold its consent to an assignment by Licensee.

(c) Assignment by Licensors. Licensors may freely assign all or any part of its interest in this Agreement in connection with the financing of the Arena or otherwise. If Licensors assigns all of its interest in, and obligations under, this Agreement, then the assignee, after accepting such assignment, will be substituted as Licensors under this Agreement, and Vipers Arena, LLC will be relieved of all obligations and liability under this Agreement, whether arising before or after the date of assignment.

17. Subordination. This Agreement and Licensee’s rights hereunder are expressly subject and subordinate to: (i) any and all other leases (ground or otherwise), mortgages or other financing documents affecting the Arena or land upon which the Arena is located or Licensors’s interest therein, as any of the same may be modified or amended from time to time, (ii) all zoning, building

and other laws, regulations and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Arena or land upon which the Arena is located, as any of the same may be modified or amended from time to time, and (iii) any and all matters affecting the state of title to the Arena and land upon which the Arena is located, whether or not recorded in the public records of Hidalgo County, Texas.

18. Miscellaneous.

(a) Upon the expiration of the Term (or, if applicable, upon the expiration of any subsequent term pursuant to Licensee's right of first refusal under Section 9 of this Exhibit D) or upon the earlier termination of this Agreement, Licensee will surrender all rights to the Loge Box and will leave the Loge Box in the condition in which it was originally delivered to Licensee, except for normal wear and tear and damage caused by casualty or other force beyond the control of Licensee or Licensee's guests or invitees, as well as return to Licensor any Loge Box tickets delivered to Licensee prior to such termination for events at the Arena after such termination. If at such termination, the Loge Box is not in the condition described in this paragraph, Licensee will be responsible for the costs of restoring the Loge Box to such condition.

(b) It is understood that Licensor may mortgage, pledge, assign or otherwise encumber Licensor's rights in this Agreement as security for financing for the Arena or other facilities operated by Licensor, to any successor owner of the Team, or for other purposes of Licensor, all without obtaining Licensee's consent, and that, in such event, this Agreement and the rights and interests of Licensee hereunder will be subordinate thereto. The licensor may also assign its interests as set forth in Section 18.

(c) All notices, demands and other communications between the parties required or appropriate hereunder will be in writing and deemed given if mailed, postage prepaid, to the respective addresses set forth in this Agreement, or to such other address as may be designated by either party, from time to time, in writing; provided that notices, demands, and other communications to Licensee may be given by email if Licensee has consented to such delivery.

(d) THIS AGREEMENT WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS, AND ALL OBLIGATIONS OF ANY PARTY HEREUNDER WILL BE PAYABLE AND PERFORMABLE IN, AND THE EXCLUSIVE VENUE FOR ANY ACTION BROUGHT WITH RESPECT HERETO WILL BE THE COUNTY COURT OR CIRCUIT COURT LOCATED IN HIDALGO COUNTY, TEXAS, OR THE FEDERAL DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HIDALGO COUNTY, TEXAS. THIS AGREEMENT WILL AT ALL TIMES BE SUBJECT TO THE RULES AND REGULATIONS OF THE G-LEAGUE.

(e) This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and will supersede any written instrument or oral agreement previously made or entered into by the parties to this Agreement, specifically including, but not limited to, any advertising or marketing materials distributed (in any form) by Licensor and/or its agents. In the event of a conflict between the first page of this Agreement and any Exhibit, the terms of the Exhibit will control, and in the event of a conflict between Exhibit D and any other part of this Agreement, the terms of this Exhibit D will control.

(f) This Agreement and all the terms and provisions hereof will inure to the benefit of and be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this Agreement will be effective unless the same is in writing and signed by both Licensor and Licensee.

19. **Notices.** The licensee should not sign this before Licensee has read it or if it contains any blank spaces. The licensee is entitled to an exact copy of the paper Licensee signs. The licensor has reserved the right to assign this Agreement as described herein. Any such assignee of this Agreement is subject to all claims and defenses which Licensee could assert against Licensor obtained pursuant hereto. Recovery hereunder shall not exceed amounts paid by Licensee hereunder.

AFFIRMATIVE CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS CONCERNING YOUR ARENA LOGE BOX LICENSE

The Arena Loge Box Licensee executing this consent in the space below (“You”) acknowledges that Vipers Arena, LLC, Vipers Basketball, LLC (collectively, the “Vipers Entities”), the NBA-G League and third parties who may offer or promote Arena events (the “Events Entities”) (collectively with the Vipers Entities and the NBA-G League, “We” or “Us”) may want to contact You regarding Your arena License or notify You of conditions, events and promotions relating to the Arena. Our contact with You may involve sending You emails or other electronic communications. To ensure that We have obtained Your affirmative consent to receive these communications, you agree as follows:

1. You agree that We can send an email and other electronic communications to You at the email address set forth below, and it will be deemed to be an adequate notice under the Loge Box License Agreement. You agree to promptly inform Us of any change to Your email address or other addresses. You agree that We can rely upon the information concerning the electronic addresses You have provided to Us.

2. We may also send communications to You concerning the following subjects:

- a. Changes in the times or other details of any Arena events;
- b. Security procedures and policies, and any security alerts;
- c. Parking, traffic, or other transportation issues relating to the Arena;
- d. Events (such as concerts and sporting events) scheduled at the Arena;
- e. Information relating to Your licenses, such as renewals and special offers, including any right to purchase tickets to events and procedures for distribution or tickets to events;
- e. Offers for affiliated products and services;
- f. Rules, regulations, and procedures regarding the use of the Arena or parking for events at the Arena; and
- g. Other special circumstances in which We may need to contact You.

We will use commercially reasonable efforts to provide accurate information to You and to ensure that the information is delivered to You. However, we cannot guarantee that all communications are error-free or that the messages will, in fact, be delivered.

3. You may revoke Your agreement to receive email and other electronic communications from us by making a request, either by using the unsubscribe function in the message You receive from Us or by advising us in writing at PO Box 3549 Edinburg, Texas 78540. Note that if You revoke your authorization, you may not receive important information from Us concerning your license.

4. This consent does not change any other agreement between You and the Vipers Entities.

Agreed to:

City of Pharr



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.H.

DATE SUBMITTED: October 10, 2022

MEETING DATE: October 17, 2022

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on renewal of Interlocal Agreement between the Pharr Police Department and South Texas Auto Theft Task Force. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue:

To have an Interlocal Agreement between the Pharr Police Department and South Texas Auto Theft Task Force for mutual aid law enforcement task force to collaboratively investigate vehicle burglaries and theft of motor vehicles in the City of Pharr and both Hidalgo and Cameron Counties.

Fiscal Consideration:

Approximate funds for two task force officers were budgeted and approved. 80% of the approved funds will be reimbursed to the City of Pharr through this Interlocal Agreement.

Staff Recommendation: Staff recommends approval

Alternatives: No Alternatives

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Juan Gonzalez
Patricia Rigney
Karla Saavedra
Cynthia Garza
City Management Office

Created/Initiated - 10/10/2022
Approved - 10/10/2022
Approved - 10/14/2022
New -

Interlocal Agreement
State of Texas

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS THE CITY OF MCALLEN, TEXAS, THE CITY OF PHARR, TEXAS AND THE CITY OF EDINBURG, TEXAS REGARDING A MUTUAL AID (BURGLARY AND THEFT OF MOTOR VEHICLE) LAW ENFORCEMENT TASK FORCE TO COOPERATE IN CERTAIN CRIMINAL INVESTIGATIONS

THIS AGREEMENT is made this _____ day of _____, 2022, in the City of Brownsville, State of Texas, pursuant to the Inter-local Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (3) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, (4) the City of Edinburg, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 415 W. University Drive, Edinburg, Hidalgo County, Texas 78541, acting through the Edinburg City Council.

WITNESSETH

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Motor Vehicle Crime Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the MOTOR VEHICLE CRIME PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of \$1,020,922.00 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, SOUTH TEXAS AUTO THEFT TASK FORCE has agreed to contribute the total of \$776,177.00 in matching funds if said grant application is approved; and,

WHEREAS, Cameron and Hidalgo County agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, THE CITY OF PHARR AND THE CITY OF EDINBURG AGREE AS FOLLOWS:

I.

PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft & burglary criminal investigations, to include the agreement to conduct 68A vehicle inspections as often as scheduling and operations will allow for the individual cities of the task force for purposes of identifying stolen vehicles before titling in Texas. Whereby certain peace officers employed by said parties (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

II.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2022 to August 31, 2023, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

III.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IV.

EQUIPMENT and PERSONNEL

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/ Investigators/Officer, not more than Seventeen (17) at any one time, assigned to the Task Force by the Brownsville Police Department, McAllen Police Department, Pharr Police Department, and Edinburg Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain

the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant (City of Brownsville). The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified, and inventory records will be updated.

V.

AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to reimbursement pursuant to the procedures established under the aforesaid state grant, after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging, and vehicle lease.

The personnel and sub grantee personnel (listed in the Professional and Contract Services Category) included in this grant shall only perform duties related to statutory purposes outlined in Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57. If the positions funded or used as cash match engage in general government duties, then the grantee (and sub-grantees) shall not submit for reimbursement the portion attributed to general government law enforcement operations.

VII.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency

VIII.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COMMANDER. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo, County; to this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COMMANDER shall remain solely responsible for the health, safety, acts, or omissions of that assigned peace officer or TASK FORCE COMMANDER.

IX.

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X.

UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment-Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation-Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cyber security Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cyber security training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cyber security training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law-Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification-to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of South Texas Auto Theft Enforcement Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act-Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance-Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possesses longer term retention value. Grantee must include the substance of this clause in all sub-awards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct-Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit-The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring-Grantee represents and warrants that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable

statutes, regulations, and the terms and conditions of the sub-award, and that sub award performance goals are achieved.

XI.

FINANCIAL ADMINISTRATION

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

XII.

COMPLIANCE

Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

XIV.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2022.

CITY OF BROWNSVILLE, TEXAS

By: _____
Trey Mendez, Mayor
(On , 2022)

ATTEST:

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor
(On , 2022)

ATTEST:

Name: _____

Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2022)

ATTEST:

Name: _____

Title: _____

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Mayor
(On _____, 2022)

ATTEST:

Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Brownsville Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official

Juan 'Trey' Mendez, Mayor
Brownsville, Texas 78520

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **McAllen Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Victor Rodriguez
Chief of Police
McAllen Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Javier Villalobos, Mayor
City of McAllen, Texas 78501

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Pharr Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Juan F. Gonzalez
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ambrosio Hernandez, Mayor
City of Pharr, Texas 78577

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **Edinburg Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.

Felix Saucedo
Chief of Police
Brownsville Police Department

Jaime Ayala
Chief of Police
Edinburg Police Department

Date: _____

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ramiro Garza, Mayor
City of Edinburg, Texas 78539

Date

SPECIAL CONDITION

CONFIDENTIAL FUNDS CERTIFICATION

TO: Motor Vehicle Crime Prevention Authority
Attn: M.V.C.P.A. Director
4000 Jackson Avenue
Austin, Texas 78779-0001

FROM: Name: Matt Jones

Position: Lieutenant

Grant Title: South Texas Auto Theft Enforcement Task Force

Location: 600 E. Jackson St., Brownsville, Tx. 78520

Grant #: 608-21-0310100

SUBJECT: Disbursement of Funds for Confidential Expenditures

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in this attachment.

Signature: _____
(Project Director)

Date: ____/____/____

SPECIAL CONDITION

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57, requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that M.V.C.P.A funds have not been used to replace state or local funds that would have been available in the absence of M.V.C.P.A funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under TAC Rule §57.3 of this title (relating to Compliance Adoption by Reference).

AUTHORIZED OFFICIAL
Helen Ramirez

DATE

City of Brownsville
GRANTEE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.I.

DATE SUBMITTED: October 10, 2022

MEETING DATE: October 17, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Hidalgo Police Department and Pharr Police Department over Jurisdictional and Interagency Support. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Memorandum of Understanding between Pharr Police Department and Hidalgo Police Department to collaborate on Jurisdictional and Interagency Support. This partnership is intended to outline each department's responsibility regarding Valley View ISD Schools in both cities. The Hidalgo Police Department has agreed to provide School Resource Officers for Valley View Schools within Pharr jurisdiction. The Hidalgo Police Department has agreed to continue with jurisdiction of all areas outside of school property.

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
Juan Gonzalez
Patricia Rigney
City Management Office

Created/Initiated - 10/10/2022
Approved - 10/10/2022
Approved - 10/10/2022
Final Approval - 10/14/2022

JURISDICTIONAL AND INTERAGENCY
SUPPORT MEMORANDUM OF
UNDERSTANDING

HIDALGO POLICE DEPARTMENT AND PHARR
POLICE DEPARTMENT

WHEREAS. The Texas Education Code, Section 51203 confers on commissioned peace officers of state institutions, jurisdiction in all the counties in which property is owned , leased, rented,or otherwise under the control of the institution, and

WHEREAS, The Texas Local Government Code confers on commissioned peace officers of the city of Pharr, jurisdiction within the city limits and for certain purposes throughout the county.

BE IT THEREFORE AGREED AS FOLLOWS: That the Hidalgo Police Department (HPD) and the Pharr Police Department (PPD) shall abide by the following articles:

ARTICLE 1:

HPD will assume primary jurisdiction within property owned, operated, rented or leased by Valley View Independent School District within the City of Pharr (Valley View ISD/HPD jurisdiction site), and PPD shall retain concurrent jurisdiction.

ARTICLE 2:

HPD may exercise police powers outside of VVISD property as required by and/or authorized by law. PPD may exercise police powers within Valley View ISD property located within the city of Pharr as required and/or authorized by law.

ARTICLE 3:

The department exercising primary jurisdiction will have on scene incident command.

ARTICLE 4:

Follow-up investigations will be conducted by the department having primary jurisdiction of the incident.

ARTICLE 5:

Federal Clery Act Compliance

- A. Pursuant to the Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, postsecondary schools are required to disclose statistics for certain crimes that occurred on campus and on public property within and immediately adjacent to school-owned buildings and property.
- B. HPD is required to disclose statistics that are reported to the department as well as to local and state law enforcement agencies.

ARTICLE 6:

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

This memorandum of understanding will be in effect for one year upon agreement.

Extension of agreement will be renewed each year thereafter.

Chief of Police
Hidalgo Police Department

Date

Chief of Police
Pharr Police Department

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.J.

DATE SUBMITTED: October 13, 2022

MEETING DATE: October 17, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a lease agreement with KYOCERA Document Solutions Southwest, LLC out of Irving, TX for leased multi-function printers including maintenance plan for city departments utilizing OMNIA Partners Co-op contract number R191102. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Our existing lease agreement for printers and maintenance is coming to an end and this is proposal for new agreement. This existing vendor has always provided good customer service and equipment has been very reliable. New agreement has a term savings of \$263,827.20 over our existing lease agreement. This leasing and service contract will be for 1 year, with option to extend up to 5 years.
(Project# 2223-01-518-S004-001)

Fiscal Consideration: \$100,000

Staff Recommendation: Staff recommends approval of new lease and service agreement from KYOCERA Document Solutions Southwest, LLC.

Alternatives: Other providers, higher cost

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 10/13/2022
Approved - 10/13/2022
Approved - 10/13/2022
Approved - 10/14/2022
Approved - 10/14/2022
Final Approval - 10/14/2022



Proposed Solution for: City of Pharr

Recommendations:

OMNIA PARTNERS CONTRACT: R191102

- ❖ Let Kyocera Document Solutions provide a solution for the City of Pharr.

<u>Qty</u>	<u>Equipment</u>	<u>Description</u>
45	Ecosys M6235cidn	37PPM Color/ B/W 3 in 1 MFP
4	Ecosys P3155dn	57PPM B/W Printer
3	TASKalfa 5004i	50PPM B/W A,3 140-Sheet Document Processor Stand DF-7120
18	TASKalfa 5054ci	50PPM Color/ B/W MFP 140-Sheet Document Processor Stand DF-7120
1	TASKalfa 8353ci	83 PPM Color/ B/W A,3 MFP Banner Guide A
1	MyQ Enterprise	Printing System 15 & 16 MyQ Software and Hardware

Platinum Program

\$8,086.00 Monthly
(Includes base below)

Term

60 Month Platinum Program

Monthly Savings \$4,497.12

Yearly Savings \$52,765.44

Term Savings \$263,827.20

Kyocera Platinum Level Service

Monthly Price Includes:

140,000 B/W prints per month

60,000 Color prints per month

\$.005 per print B/W overages

\$.04 per print color overages

Our smart device (KFS) maintenance includes all parts and labor including toner, developer and drums (this program excludes paper and staples). In addition, all preventative maintenance and firmware upgrade calls are made as required by manufacturer's standard. We will provide *Kyocera Fleet Services* at no additional charge to ensure automated meter reading, monitoring of toner levels, and service alerts for the best level of service.

Kyocera agreements can be provided on a per image plan with no base, separate monthly or quarterly agreements, or included as one simple payment with your NFL lease agreement.

On behalf of the entire Kyocera staff, we would like to thank you for the opportunity to earn your business. Please contact me if you have any questions or need any additional information at (956) 630-2100.



Date	10/11/2022
Cust. #	C008
Invoice #	
Sales Rep	Joe Martinez

Purchase Agreement

Ship To:				Bill To:			
City Of Pharr							
118 S. Cage							
Pharr		TX	78577				
Contact:	Ignazio Amezcua			Billing Contact:			
Phone/Fax:	956.402.4231			Phone/Fax:			
E-mail:	ignacio.amezcua@pharr-tx.gov			E-mail:			
Purchase Order:				Requested Delivery Date:		New Customer:	Yes
Payment Terms:	Net 30			Lease Months:	60	Monthly Payment:	\$8,086.00

Quantity	Item # / Product code	Description	Serial #	Equipment ID#	Unit Price	Total Price
4	1102TR2US0	ECOSYS P3155dn				
45	1102V02US1	ECOSYS M6235cidn				
3	855D100105	TASKalfa 5004i				
3	855D200886	Stand				
3	1703SZ0UN0	AK-7110				
3	1203RV2US0	DF-7120				
3	1203V36US0	DP-7150				
18	855D100103	TASKalfa 5054ci				
18	855D200886	Stand				
18	1703SZ0UN0	AK-7110				
18	1203RV2US0	DF-7120				
18	1203V36US0	DP-7150				
1	1102XN2US0	Kyocera TASKalfa 8353ci				
1	1202K90UN0	Banner Guide (A)				
1	1503RY0KL0	EFI Interface Kit 15				
1	1503RX0KL0	EFI Printing System16				
1	1203RW2US0	DF-7110				
1	1203S02US0	PF-7130				
1	1203NJ7US1	PF-730 (B)				
1		MyQ Enterprise				
		Professional Services				
2	1203SA0KL1	PF-3110				

Comments:

The Products described above are purchased under the following terms:

- Title to the Products shall not pass to the Buyer until the Total Price has been paid to Kyocera.
- Buyer is responsible for all sales and use taxes.
- Kyocera shall provide Buyer with any end-user warranties given by the manufacturer of the Products. These warranties are in lieu of all other warranties and conditions, expressed or implied, and Kyocera specifically disclaims any implied warranty or condition of merchantability, or fitness for a particular purpose. Kyocera shall not be liable for any incidental or consequential damages which may arise out of the use or inability to use any Product.
- No modifications of this Agreement shall be binding on Kyocera unless agreed upon in writing by an officer of Kyocera.
- Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of \$25.00 will be charged for all returned checks. Buyer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

Subtotal	
Sales Tax	
Del/Install	
Total Amount	
Less Deposit	
Amount Due	

Warranty/Maintenance Agreement/Add to Existing Contract		☐ Yes	☐ No
Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
Print Name		Print Name	

KYOCERA Document Solutions Southwest
2825 Story Road West
Irving, TX 75038
Tel: 469-574-0041

kyoceradocumentsolutions.us

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50439033

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an *original* signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

- ☐ **Insurance Certificate for Property** – List KYOCERA DOCUMENT SOLUTIONS AMERICA, INC _____ and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- ☐ **Insurance Certificate for Liability** – List KYOCERA DOCUMENT SOLUTIONS AMERICA, INC _____ and/or Its Assigns as “additional insured.”
- ☒ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- ☒ **Completed Billing Information form**
- ☐ **Advance payment check** made payable to KYOCERA DOCUMENT SOLUTIONS AMERICA, INC _____
- ☒ **State sales tax exemption certificate**
- ☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- ☒ **MUNI AUTH** _____
- ☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: JOY WILLIAMS

Email: JWILLIAMS@LEASEDIRECT.COM

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
JOY WILLIAMS

KYOCERA DOCUMENT SOLUTIONS AMERICA, INC

1111 OLD EAGLE SCHOOL RD

WAYNE PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220

FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name CITY OF PHARR	Phone Number		
	DBA Name (if any)	Purchase Order Requisition Number		
	Billing Address 118 S CAGE BLVD	City PHARR	State TX	Zip 78577

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)	
				SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION	
	Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 60	Payment Frequency ☒ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually ☐ Other _____
		End of Lease Option: \$1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	☐ Bank Qualification Elected

TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to **KYOCERA DOCUMENT SOLUTIONS AMERICA, INC**, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	Lessor Signature	Date
	The Equipment is: ☒ NEW ☐ USED	Print Name	
	Signature	Title	
	Title	For KYOCERA DOCUMENT SOLUTIONS AMERICA, INC	
	Print Name	Lease Number 500-50439033	
	Legal Name of Corporation CITY OF PHARR (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	Lease Date OCT 10 , 2022	Vendor I.D. Number 157745-0003

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. LESSEE'S NEGLIGENCE. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. "INTENTIONALLY OMITTED"

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

26. ELECTRONIC TRANSACTIONS. WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

TEXAS ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC

LESSEE: CITY OF PHARR

LEASE NUMBER: 500-50439033

LEASE DATE: OCT 10, 20 22

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to KYOCERA DOCUMENT SOLUTIONS AMERICA, INC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence at the end of that Section:

The Full Lease Term does not exceed 25 years.

2. **Section 4** of the Lease is hereby deleted and the following **Section 4** is hereby inserted in lieu thereof:

4. CONTINUATION OF LEASE TERM. The decision whether or not to budget or appropriate funds for any Renewal Term is solely within the discretion of YOUR then-current governing body.

3. **Section 10** of the Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, the Lease may be assigned by US only in whole, not in part.

4. The following **Section 27** is hereby added to the Lease:

27. NO ENGAGEMENT IN BOYCOTT OF ISRAEL. We certify that WE do not boycott Israel, and agree that WE will not boycott Israel during the term of this Lease, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee <u>CITY OF PHARR</u>
	Signature _____ Date _____
	Print Name _____
	Title _____ (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE	Name of Lessor <u>KYOCERA DOCUMENT SOLUTIONS AMERICA, INC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____ Lease Number <u>500-50439033</u>

09PFDOC131v3

MUNICIPAL AUTHORIZATION

Date OCT 10, 2022

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated OCT 10, 2022 between KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. (herein called "Creditor") and CITY OF PHARR (herein called "Obligor") for the financing of SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

CREDITOR SIGNATURE	Creditor Name <u>KYOCERA DOCUMENT SOLUTIONS AMERICA, INC</u>
	Signature X _____
	Print Name _____
	Title _____

OBLIGOR SIGNATURE	Obligor Name <u>CITY OF PHARR</u>
	Signature X _____
	Print Name _____
	Title _____

OBLIGOR SIGNATURE	Obligor Name <u>CITY OF PHARR</u>
	Signature X _____
	Print Name _____
	Title _____

17DLL1128

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC

LEASE NUMBER: 500-50439033

LESSEE: CITY OF PHARR

LEASE DATE: OCT 10, 2022

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	252,225.81	-
1	4,986.00	1,456.52	3,529.48	248,696.33	253,670.26
2	4,986.00	1,436.14	3,549.86	245,146.47	250,049.40
3	4,986.00	1,415.64	3,570.36	241,576.11	246,407.63
4	4,986.00	1,395.02	3,590.98	237,985.13	242,744.83
5	4,986.00	1,374.28	3,611.72	234,373.41	239,060.88
6	4,986.00	1,353.43	3,632.57	230,740.84	235,355.66
7	4,986.00	1,332.45	3,653.55	227,087.29	231,629.04
8	4,986.00	1,311.35	3,674.65	223,412.64	227,880.89
9	4,986.00	1,290.13	3,695.87	219,716.77	224,111.11
10	4,986.00	1,268.79	3,717.21	215,999.56	220,319.55
11	4,986.00	1,247.33	3,738.67	212,260.89	216,506.11
12	4,986.00	1,225.74	3,760.26	208,500.63	212,670.64
13	4,986.00	1,204.02	3,781.98	204,718.65	208,813.02
14	4,986.00	1,182.18	3,803.82	200,914.83	204,933.13
15	4,986.00	1,160.22	3,825.78	197,089.05	201,030.83
16	4,986.00	1,138.12	3,847.88	193,241.17	197,105.99
17	4,986.00	1,115.90	3,870.10	189,371.07	193,158.49
18	4,986.00	1,093.55	3,892.45	185,478.62	189,188.19
19	4,986.00	1,071.08	3,914.92	181,563.70	185,194.97
20	4,986.00	1,048.47	3,937.53	177,626.17	181,178.69

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

In addition to the stated monthly payment of \$4986.00, a monthly Service/Maintenance payment of \$3100.00 is due and payable monthly. This monthly Service/Maintenance payment is separate from the \$4986.00 monthly tax-exempt principal and interest equipment lease payment. The aforementioned Service/Maintenance payment will be passed through to the Vendor providing the service/maintenance. The total monthly payment due is \$8086.00 (\$4986.00+ \$3100.00).

Lessee Signature:

Date:

Print Name:

Title:

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC

LESSEE: CITY OF PHARR

LEASE NUMBER: 500-50439033

LEASE DATE: OCT 10, 2022

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
21	4,986.00	1,025.73	3,960.27	173,665.90	177,139.22
22	4,986.00	1,002.86	3,983.14	169,682.76	173,076.42
23	4,986.00	979.86	4,006.14	165,676.62	168,990.15
24	4,986.00	956.73	4,029.27	161,647.35	164,880.30
25	4,986.00	933.46	4,052.54	157,594.81	160,746.71
26	4,986.00	910.06	4,075.94	153,518.87	156,589.25
27	4,986.00	886.52	4,099.48	149,419.39	152,407.78
28	4,986.00	862.85	4,123.15	145,296.24	148,202.16
29	4,986.00	839.04	4,146.96	141,149.28	143,972.27
30	4,986.00	815.09	4,170.91	136,978.37	139,717.94
31	4,986.00	791.00	4,195.00	132,783.37	135,439.04
32	4,986.00	766.78	4,219.22	128,564.15	131,135.43
33	4,986.00	742.42	4,243.58	124,320.57	126,806.98
34	4,986.00	717.91	4,268.09	120,052.48	122,453.53
35	4,986.00	693.26	4,292.74	115,759.74	118,074.93
36	4,986.00	668.47	4,317.53	111,442.21	113,671.05
37	4,986.00	643.54	4,342.46	107,099.75	109,241.75
38	4,986.00	618.47	4,367.53	102,732.22	104,786.86
39	4,986.00	593.24	4,392.76	98,339.46	100,306.25
40	4,986.00	567.88	4,418.12	93,921.34	95,799.77
41	4,986.00	542.36	4,443.64	89,477.70	91,267.25
42	4,986.00	516.70	4,469.30	85,008.40	86,708.57
43	4,986.00	490.90	4,495.10	80,513.30	82,123.57
44	4,986.00	464.94	4,521.06	75,992.24	77,512.08
45	4,986.00	438.83	4,547.17	71,445.07	72,873.97
46	4,986.00	412.57	4,573.43	66,871.64	68,209.07
47	4,986.00	386.16	4,599.84	62,271.80	63,517.24
48	4,986.00	359.60	4,626.40	57,645.40	58,798.31
49	4,986.00	332.88	4,653.12	52,992.28	54,052.13
50	4,986.00	306.01	4,679.99	48,312.29	49,278.54
51	4,986.00	278.99	4,707.01	43,605.28	44,477.39
52	4,986.00	251.81	4,734.19	38,871.09	39,648.51
53	4,986.00	224.47	4,761.53	34,109.56	34,791.75
54	4,986.00	196.97	4,789.03	29,320.53	29,906.94
55	4,986.00	169.32	4,816.68	24,503.85	24,993.93
56	4,986.00	141.50	4,844.50	19,659.35	20,052.54
57	4,986.00	113.53	4,872.47	14,786.88	15,082.62
58	4,986.00	85.39	4,900.61	9,886.27	10,084.00
59	4,986.00	57.09	4,928.91	4,957.36	5,056.51
60	4,986.00	28.64	4,957.36	0.00	-
Grand Totals	299,160.00	46,934.19	252,225.81		

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

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ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION

LESSOR: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC

LESSEE: CITY OF PHARR

LEASE NUMBER: 500-50439033

LEASE DATE: OCT 10, 20 22

Quantity	Description/Serial No./Model No.	Location
KYOCERA		
	TASKalfa 5054ci 18	
	TASKalfa 5004i 3	
	TASKalfa 8353ci 1	
	ECOSYS M6235cidn 45	
	ECOSYS P3155dn 4	
with attachments		

LESSEE Signature: Date:

Print Name: Title:

10PFDOC169v2

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for KYOCERA DOCUMENT SOLUTIONS AMERICA, INC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDelivery@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____ ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ☐ YES ☐ NO

Do you require any special information to establish a vendor number for _____? ☐ YES ☐ NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☐ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name CITY OF PHARR		2 Issuer's employer identification number (EIN) XXXXXXXXXXXX
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XX		3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXXXX
4 Number and street (or P.O. box if mail is not delivered to street address) 118 S CAGE BLVD	Room/suite XXXXXX	5 Report number (For IRS Use Only) 13
6 City, town, or post office, state, and ZIP code PHARR TX 78577		7 Date of issue XXXXXXXXXXXXXXXXXXXX
8 Name of issue XX		9 CUSIP number XXXXXXXXXXXXXXXXXXXX
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information XX		10b Telephone number of officer or other employee shown on 10a XXXXXXXXXXXXXXXXXXXX

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11 XXXXXXXXXXXX XX
12 Health and hospital	12 XXXXXXXXXXXX XX
13 Transportation	13 XXXXXXXXXXXX XX
14 Public safety	14 XXXXXXXXXXXX XX
15 Environment (including sewage bonds)	15 XXXXXXXXXXXX XX
16 Housing	16 XXXXXXXXXXXX XX
17 Utilities	17 XXXXXXXXXXXX XX
18 Other. Describe ►	18 XXXXXXXXXXXX XX
19a If bonds are TANs or RANs, check only box 19a	
b If bonds are BANs, check only box 19b	
20 If bonds are in the form of a lease or installment sale, check box	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXXXXXX	\$XXXXXXXXXX	\$XXXXXXXXXX	XXXXXXXXXX years	XXXXXXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22 XXXXXXXXXXXX XX
23 Issue price of entire issue (enter amount from line 21, column (b))	23 XXXXXXXXXXXX XX
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 XXXXXXXXXXXX XX
25 Proceeds used for credit enhancement	25 XXXXXXXXXXXX XX
26 Proceeds allocated to reasonably required reserve or replacement fund	26 XXXXXXXXXXXX XX
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27 XXXXXXXXXXXX XX
28 Proceeds used to refund prior taxable bonds. Complete Part V	28 XXXXXXXXXXXX XX
29 Total (add lines 24 through 28)	29 XXXXXXXXXXXX XX
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 XXXXXXXXXXXX XX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	XXXXXXXXXX
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	XXXXXXXXXX

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** XXXXXXXXXXXX XX
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a** XXXXXXXXXXXX XX
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX
- c** Enter the name of the GIC provider ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** XXXXXXXXXXXX XX
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX
- c** Enter the EIN of the issuer of the master pool bond ► XXXXXXXXXX
- d** Enter the name of the issuer of the master pool bond ► XXXXXXXXXXXXXXXXXXXXXXXX
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- c** Type of hedge ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- d** Term of hedge ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► XXXXXXXXXXXXXXXXXXXXXXXX
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Preparer's signature XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date XXXXXX/XX/XX	Check ☐ if self-employed	PTIN XXXXXXXXXX
Firm's name ► XXXXXXXXXXXXXXXXXXXXXXXX	Firm's EIN ► XXXXXXXXXX			
Firm's address ► XXXXXXXXXXXXXXXXXXXXXXXX	Phone no. XXXXXXXXXXXXX			

Form **8038-G** (Rev. 10-2021)

KYOCERA DOCUMENT SOLUTIONS AMERICA, INC

1111 OLD EAGLE SCHOOL RD

WAYNE PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease-Purchase Agreement dated as of OCT 10, 2022, between
KYOCERA DOCUMENT SOLUTIONS AMERICA, INC Lessor, and
CITY OF PHARR, as Lessee.

In accordance with the State and Local Government Lease-Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee CITY OF PHARR
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFD0C057v1

TEXAS VERIFICATION ADDENDUM TO State and Local Government lease-purchase agreement
[APPLICABLE TO A LEASE WITH A VALUE OF A \$100,000 OR MORE]

LESSOR: KYOCERA DOCUMENT SOLUTIONS AMERICA, INC
LESSEE: CITY OF PHARR
LEASE NUMBER: 500-50439033
LEASE DATE: OCT 10 2022

This Texas Verification Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government lease-purchase agreement (together with all Exhibits and Attachments, the "Original Lease", and with any supplemental addendums or amendments, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to KYOCERA DOCUMENT SOLUTIONS AMERICA, INC, as the "Lessor" of the Equipment.

This Texas Verification Addendum serves to evidence compliance with applicable Texas statutes by providing written verification that the Lessor, including its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates, can make the unqualified verifications as outlined herein. The Lease is a contract for goods or services between the Lessor and the Lessee, a Texas governmental entity, with a value of \$100,000 or more to be paid wholly or partly from public funds of the Lessee.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. The following NEW SECTION is hereby added to the Original Lease:

NEW SECTION. NO ENGAGEMENT IN BOYCOTT OF ISRAEL. WE certify that WE do not boycott Israel, and agree that WE will not boycott Israel during the term of this Lease, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

2. The following NEW SECTION is hereby added to the Original Lease:

NEW SECTION. NO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. WE certify that WE do not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

3. The following NEW SECTION is hereby added to the Original Lease:

NEW SECTION. NO ENGAGEMENT IN BOYCOTTING ENERGY COMPANIES. WE certify that WE do not boycott energy companies and will not boycott energy companies during the term of this Lease pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529, § 2)

4. The following NEW SECTION is hereby added to the Original Lease:

NEW SECTION. NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES. We certify that WE (a) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Lease against a firearm entity or firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530, § 1).

Except as specifically set forth in this Texas Verification Addendum, all terms and conditions contained in the Original Lease will remain in full force and effect and are hereby ratified and confirmed.

In the event of any conflict, inconsistency or incongruity between the provisions of this Texas Verification Addendum and any of the provisions of the Original Lease, the provisions of this Texas Verification Addendum shall in all respects govern and control.

LESSEE SIGNATURE	Legal Name of Lessee <u>CITY OF PHARR</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

LESSOR SIGNATURE	Name of Lessor <u>KYOCERA DOCUMENT SOLUTIONS AMERICA, INC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number <u>500-50439033</u>

21ANC043



Sales Rep	Joe Martinez		
P.O. #			
Contract #			
Begin Date		Renewal Date	

Maintenance Agreement

Ship To				Bill To			
City Of Pharr							
118 S. Cage							
Pharr		TX	78577				
Contact Name	Jose Pena			Contact Name			
Phone/Fax	(956) 402-4150		(956) 702-531	Phone/Fax			
E-mail	jose.pena@pharr-tx.gov			E-mail			
☒ All-Inclusive Maintenance and Supplies				☐ Basic Maintenance Services		☐ Managed Print Services Agreement	
Includes - Toner, Drums or Photoconductors, Filters, Parts, Preventative Maintenance & Labor Excludes - Paper, Staples, Labels or Transparencies *NETWORK SUPPORT IS NOT INCLUDED				Includes - Parts & Labor Only Excludes - Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits *NETWORK SUPPORT IS NOT INCLUDED		Includes - Toner, Parts, Maintenance Kits, Account Review Excludes - Paper, Staples, Labels or Transparencies *NETWORK SUPPORT IS NOT INCLUDED	

Equipment Covered Under Agreement

Model	Serial #	Equipment ID#	Begin Meter
ECOSYS P3155dn			
ECOSYS M6235cidn			
TASKalfa 5004i			
TASKalfa 5054ci			
TASKalfa 8353ci			

Contract Pricing

Base Billing Cycle is	Monthly	Base of	Included	for	140000	B&W Images
		and	Included	for	60000	Color Images
Other						
Overage Billing Cycle is	Quarterly	Rate on Kyocera devices		\$0.0050	B&W Images	
				\$0.0400	Color Images	
					Color Level 1 Images	
					Color Level 2 Images	
					Color Level 3 Images	
Other						
		Rate on non-Kyocera devices			B&W Images	
					Color Images	

Comments:

Customer Acceptance

This agreement consisting of the Terms and Conditions appearing above and on the reverse side are hereby approved and accepted by the respective Parties. See reverse for additional terms.

Authorized Signature

Kyocera Document Solutions Representative

Signature	Date	Signature	Date
Print Name		Print Name	

KYOCERA Document Solutions Southwest
2825 Story Road West
Irving, TX 75038
Tel: 469-574-0041

kyoceradocumentsolutions.us

Maintenance Agreement

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This Agreement covers the labor, material and parts for repairs necessitated by normal use of the devices listed on the front side and any attached Schedule (the "Devices"), subject to the limitations set forth below. The All-Inclusive Maintenance Services and Managed Print Services includes toner, developer, MK kits and photoreceptor drums in amounts consistent with manufactures published yields and servicing intervals. Freight charges may be charged, and additional supplies will be billed at the Standard Service Rates. Basic Maintenance Service includes labor and non-consumable repair parts only.

2. SERVICE CALLS

Service calls will be made during normal business hours and at the installation addresses, both of which are shown on the front side of this Agreement. Travel and labor time for service call after normal hours, on weekend and holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

Kyocera's obligation for service and maintenance shall be limited to only those listed Devices. All-Inclusive Maintenance Services and Managed Print Services do not include paper, staples, labels, or transparencies. Basic Maintenance Service does not include toner, developer, imaging units, photoreceptor drums, MK kits, paper, staples, labels or transparencies.

The following services events are not covered under this Agreement and will be invoiced to the Customer at Kyocera's Standard Service Rates. Service calls resulting from:

- a) A malfunction of, or damage caused by, peripheral equipment not listed in the Agreement.
- b) The use of paper and toner or other supplies not meeting Kyocera's specifications.
- c) User error or failure to perform operator maintenance as defined in the operator manuals.
- d) Electrical or mechanical work external to the Devices and/or system.
- e) Repair or replacement of network printing, scanning, faxing functions affected by updates or modifications of the Customer's network.
- f) Repair or replacement of peripheral equipment such as Fiery controllers, coin vending equipment, etc., unless added and charged as separate line item in the Agreement.
- g) Operator negligence, misuse, accidents, acts of God, natural disasters, improper storage, and unusual physical or electrical stress.

4. TERM

This annual Agreement shall become effective upon Kyocera's receipt of a signed Agreement and/or payment of the initial annual maintenance charge and shall renew for another annual term upon the anniversary date of the contract. Either party may cancel this Agreement with written notice to the other party 30 days prior to the end of the initial term or any renewal term. City of Pharr may cancel this agreement at any time during term with written notice to KDSSW.

5. RENEWAL TERM

The initial annual charge for maintenance under this Agreement shall be the amount set forth on the front side. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Kyocera may raise the annual Service Agreement charge by up to 15% for any new annual renewal term. Such charges to be assessed on a pro-rated basis. Alternatively, Kyocera shall have the right to cancel the service for those Devices.

6. CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide Kyocera with accurate and timely meter readings at the end of each applicable billing period through the use of Kyocera Fleet System ("KFS") software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of KFS Software. A higher Maintenance Price or an additional service fee may be charged if the Customer elects not to use the KFS Software. If Customer fails to provide Kyocera with timely meter readings, then Kyocera can estimate meter reading and bill Customer base upon Customer's prior usage.

7. TONER USAGE

In All-Inclusive Maintenance Services and Managed Print Services, Kyocera will provide toner in amounts proportionate to Customers contracted page volume. If Customers usage requires excessive amounts of toner, Kyocera will conduct a usage analysis to determine the root cause and share the analysis with Customer. If findings reveal inordinately high toner saturation due to customers specific applications, Kyocera may charge a higher contract rate to offset the excessive toner coverage. Toner stored at Customers location remains the property of Kyocera. Kyocera reserves the right to conduct a physical inventory of stored toner during normal business hours.

8. EQUIPMENT RECONDITIONING

If in its sole discretion, Kyocera determines a shop reconditioning is necessary to keep the Devices unit(s) in working condition, Kyocera will provide the Customer with an estimate of needed repairs, which will be in addition to the charges payable under this Agreement. If the Customer does not authorize such reconditioning, Kyocera may discontinue service of the Devices unit(s) under this Agreement or may refuse to cover the unit(s) upon the expiration of the Agreement. Thereafter, service will be available on a "Per Call" basis at the then current published labor rates plus any parts or supplies required during the service call.

9. RELOCATION AND ADDITION OF DEVICES

Customer is required to immediately notify Kyocera upon installation of any additional equipment and/or movement of covered Devices at Customer's site. Customer shall be responsible for service and freight charges connected with the movement or relocation of Devices. For MPS Agreements, if Devices are moved outside Kyocera's authorized service area, Kyocera shall have the option to charge an additional amount to have the Devices serviced in the new location. If additional equipment is installed and Kyocera deems equipment serviceable, such equipment shall automatically be added to Schedule A, and shall be considered Devices for all purposes under this Agreement.

10. CHARGES

Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 10 days of the date of Kyocera invoice for such charges. Alterations, attachments, or specification changes may require an increase in maintenance charges and Customer agrees to pay such charges promptly when due. If the Customer does not pay all charges for maintenance or parts, promptly when due: Kyocera may (a) refuse to service the equipment, or (b) furnish service on a C.O.D. "Per Call" basis at Kyocera Standard Service Rates. Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of \$25.00 will be charged for all returned checks. Customer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

11. MISCELLANEOUS

- a) **Limitation of Liability.** In no event shall Kyocera be liable to Customer or any other party for any lost profits or special, incidental, or consequential damages arising out of or in connection with this Agreement.
- b) **Freight and Delivery Charges.** Kyocera may charge the Customer a freight or delivery charge for deliveries or shipments, which shall not exceed 10% of the invoice amount for the products in the applicable delivery or shipment.
- c) **Laws.** This Agreement and any amendments thereto shall be governed in accordance with the laws of the State where the services are being provided.
- d) **Assignment.** This Agreement may not be assigned by Customer without Kyocera's written consent.
- e) **Taxes.** Customer shall be responsible for and pay any and all taxes, including sales taxes, related to services under this Agreement.
- f) **Delays.** Kyocera will not be liable for any failure to perform which may be attributable to the inability to obtain raw materials, parts or supplies through usual and regular sources, delays in carriers, acts of God, governmental actions, or any other causes beyond its reasonable control.

KYOCERA Document Solutions Southwest
2825 Story Road West
Irving, TX 75038
Tel: 469-574-0041

kyoceradocumentsolutions.us



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.K.

DATE SUBMITTED: October 13, 2022

MEETING DATE: October 17, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Calix, Inc for the implementation of Support Cloud Operations software for [TeamPharr.Net](https://www.teampharr.net). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Calix has now released a new software to make managing their systems a lot easier for our staff. As opposed to logging into two systems for managing fiber equipment and another for home routers, this software will enable all functionality through one cloud portal and will see all home equipment through this. This software also provides dashboards and better reporting capabilities than what existing system offers.

(PROJECT# 2223-01-518-S008-001)

Fiscal Consideration: \$15,335.00

Staff Recommendation: Staff recommends approval of agreement.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 10/13/2022
Approved - 10/13/2022
Approved - 10/14/2022
Approved - 10/14/2022
Approved - 10/14/2022
Final Approval - 10/14/2022



Calix Cloud Order Document

Customer Information

Company Name: City of Pharr, Texas
Address: 118 S Cage Blvd,
Pharr, TX 78577
United States

Contact Name: Jose Pena
Contact Email: jose.pena@pharr-tx.gov
Contact Phone: +1 956-402-4900

This Order Document for Calix Support Cloud Operations ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix") and which may be modified by Calix without notice. Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

Service Start Date: October 1, 2022 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

Pricing

Cloud Year 1		Duration	Price	Qty	Ext. Price
Calix Operations Cloud Program		1 Year	\$26.68	500	\$13,340.00
000-01224 Calix Operations Cloud					Included
110-01573 Operations Cloud - Customer Success - Premier					Included
110-01576					\$1,995.00
Operations Cloud - Setup					
Year 1 Total					\$15,335.00
Cloud Year 2		Duration	Price	Qty	Ext. Price
Calix Operations Cloud Program		1 Year	\$6.73	8580	\$57,743.40
000-01224 Calix Operations Cloud					Included
110-01573 Operations Cloud - Customer Success - Premier					Included
Year 2 Total					\$57,743.40
Cloud Year 3		Duration	Price	Qty	Ext. Price
Calix Operations Cloud Program		1 Year	\$5.78	14300	\$82,654.00
000-01224 Calix Operations Cloud					Included
110-01573 Operations Cloud - Customer Success - Premier					Included
Year 3 Total					\$82,654.00

All prices are in USD

Customer may receive a "true-up" charge after the first year, and thereafter upon the annual anniversary based on actual subscriber lines in excess of the most recent applied pricing tier.

This true up will be calculated by multiplying the number of subscribers by the annual committed per-subscriber price at the beginning of each year. Each year, Customer will be invoiced the greater of the price committed in the pricing table or the calculated true up amount.

Term and Termination

Term: The term of this Order Document commences on Effective Date and shall continue for a period of three (3) years from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew in writing not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal at no more than 10% of the above price. In the event of non-renewal, this Order Document shall terminate upon the end of the most recent term.

Termination: Customer may terminate this Order Document or a SOW with thirty (30) days' written notice to Calix, subject to the Early Termination Fees.

A. EARLY TERMINATION FEES.

Customer acknowledges that Calix incurs internal and other costs and allocates resources to its professional services projects in re-liance on Order Documents and, therefore, Customer agrees that in the event Customer cancels the Services or an Order Document, Customer shall be obligated to Calix for "Early Termination Fees" in accordance with this Section. In the event Customer terminates an Order Document, Customer shall be obligated for the total fees invoiced for Setup Services. Cancellation of Subscription Services prior to the end of a Subscription Term will subject Customer to an early termination (acceleration) fee calculated as the remaining months of the then Subscription Term multiplied by the applicable monthly fees. Termination of Other Services shall be billed on a times and materials basis (including for any related non-cancellable time and/or fees related to subcontractors or other third-party vendors).

B. TERMINATION FOR BREACH.

If a party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching party, the non-breaching party shall have the right to terminate this Order Document immediately by providing written notice to the breaching party. Calix shall not be entitled to any Early Termination Fees if Calix is the breaching party.

C. TERMINATION FOR INSOLVENCY.

A party may immediately terminate this Order Document by providing written notice to the other party in the event that such other party files or has filed against it or consents to the filing of any petition under any bankruptcy or insolvency law of any jurisdiction, makes an assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, or similar official for any substantial part of its property. In no event shall termination for insolvency as stated in this Section C result in any refund or credit of invoiced Services fees.

D. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current Subscription Term, (B) transitioning Customer to another Calix Service offering of similar or better features for the remainder of the then-current Subscription Term (at no additional cost to Customer), or (C) provide for a service credit or refund for the fees actually paid for the remaining term of the then-current Subscription Term.

Payment

Customer shall pay Calix the Services fees as set forth above. Invoicing of Services fees will commence upon the Service Start Date with the exception of Implementation Service Fees, with subsequent years invoiced thirty (30) days prior to the annual anniversary date. Implementation Services shall be invoiced upon the earlier of completion or three (3) months from the Service Start Date.

Payments are due within thirty (30) days of invoice date. Calix may suspend or terminate Services at any time due to non-payment without prejudice to any other available legal remedies. Services fees do not include any value added, excise, sales, use or other taxes and Customer shall be solely responsible for any taxes that may be applicable and whether or not invoiced and collected by Calix (excluding any tax on Calix's net income).

Implementation Services



110-01576 Operations Cloud – Setup

Calix shall:

1. Enable AXOS systems to connect to Operations Cloud. This consists of defining network operations policies, configuring call home feature on AXOS OLTs and Operations Cloud
2. Enable CMS, if applicable, to connect to Operations Cloud. This consists of installing the software agent on CMS and provisioning CMS to connect to Operations Cloud.
3. Verify AXOS system(s) connection and synchronization from Operations Cloud
4. Verify CMS, if applicable, connects to and synchronizes from Operations Cloud

Customer shall:

1. Provide access information to AXOS systems (IP addresses, login credentials)
2. Provide access information to CMS system (IP address, login credentials)

Calix Cloud Resources

Customer shall have access to the following self-help support resources:

- Webinars on best practices
- Blog posts by industry experts on best practice
- Online user community
- Documentation
- Webinars on content of new product releases
- 24x7 web access to the Calix Technical Assistance Center (TAC) for Calix cloud related issues

Cloud Success Service

Calix Cloud Success Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

- Cloud Success Service is available in two tiers as detailed in Calix's SDD available at https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/Service-Description_Cloud_Success_Services_Standard_Plus.pdf
- Cloud Success Service - Standard Tier is included with the Calix cloud subscription

Miscellaneous

- Services described in this Order Document are provided remotely. Any travel is not included and shall be invoiced separately.
- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

Calix, Inc.

City of Pharr, Texas

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



PROPOSAL NAME: EXTERNAL FINANCIAL AUDITORS

PROJECT No.: 2122-01-511-5050-204

PROPOSAL OPENING DATE: OCTOBER 4th, 2022

PROPOSAL OPENING LOCATION: CITY HALL CITY COMMISSION ROOM (2ND FLOOR)

PROPOSAL EVALUATION

	Firm Experience	Firm knowledge of Federal, State and Local regulations	Personnel background	Respondant compliance with RFP	Firm Service Fee**	Total Score
The Max point value is equal to 100 points. The Weight Factor is:	30	15	15	10	30	100
Participating Vendor						
Carr , Riggs & Ingram CPAs	30	15	15	10	24	94
Burton McCumber & Longoria, LLP	30	15	15	10	25	95

**** Carr, Riggs had a lower base but increase of 5% per year increase PLUS additional \$5,500 per more than 2 major programs
BML showed a more structure fee over the 3 years for the City and each component unit and fee will be FIXED for 3 years
also, staff hourly rates for any additional work was cheaper.**



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.M.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authoring City Manager to negotiate and enter into an agreement with Nsure HealthCare Services, INC., patient demographic software. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: This software will help find patient demographics of patients seen by Pharr EMS, to include insurance discovery, insurance verification and, retroactive Medicaid.

Fiscal Consideration: Nsure will increase revenue by using insurance discovery, insurance verification and, retroactive Medicaid.

Staff Recommendation: in an effort to optimize billing, Staff recommends approval of this agreement,

Alternatives: no alternatives.

Exclude Material from Public Packet? No

Reason: Not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 10/14/2022

Daniel Ramirez

Approved - 10/14/2022

Karla Saavedra

Approved - 10/14/2022

Patricia Rigney

Approved - 10/14/2022

City Management Office

Final Approval - 10/14/2022



MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (Agreement), is entered into by and between Nsure Healthcare Services, Inc. (“Licensor”), with its principal place of business at 382 NE 191st St. Miami, FL 33179 and City of Pharr (“Licensee”), with its principal place of business located at 118 S. Cage Blvd. Pharr, TX 78577. This Agreement is effective as of _____, 2022 (“Effective Date”).

RECITALS

A. WHEREFORE, Licensee wishes to license the Software, Data and Documentation and obtain the Services from Licensor (as those terms are defined below); and

B. WHEREFORE, Licensor is willing to grant a personal nonexclusive license to Licensee for the Software, Data and Documentation and perform the Services, subject to the terms, conditions, limitations, and restrictions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions. The following capitalized terms have the meanings set forth below when used in this Agreement:
 - a. “Authorized Users” means the directors, officers, and employees of Licensee that Licensee authorizes to use the Software, Data, Documentation, and Services.
 - b. “Batch(es)” means an excel in Licensor’s template in which Licensee will document a trip number, tax identification number, NPI number, patient legal name, date of birth and address.
 - c. “Data,” except as otherwise provided herein, means any of Licensor’s or any third-party data vendor’s digital data sets.
 - d. “Demographic Verification” means Licensor’s software product that locates and/or corrects information regarding a patient’s name, social security number, date of birth, address and/or telephone number for patients.
 - e. “Documentation” means all of the printed and digital materials provided by Licensor including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
 - f. “Insurance/MBI Discovery” means Licensor’s software product that identifies potential 271 payer responses for the Licensee, including available payer information such as insurance eligibility, plan start date, co-payments, deductibles, coverage type, plan description details and the Medicare Beneficiary Identifier.



- 2



its offerings of the Services and its associated Software, datasets, or information at any time.

3. **Grant of License.** Subject to the terms of this Agreement, Licensor grants to licensee a personal, nonexclusive, nontransferable license to use the Software, Data and Documentation for which the appropriate license fees have been paid to Licensor during the term of this agreement as forth in the Statement of Work (“SOW”) attached hereto as Exhibit A, and such further SOWs as the parties may execute (“License”).
4. **Services.** Subject to the terms of this Agreement, Licensor agrees to perform the services for which the appropriate fees have been paid to Licensor during the term of this agreement as forth in the Statement of Work (“SOW”) attached hereto as Exhibit A, and such further SOWs as the parties may execute (“Services”).
5. **User Accounts.** Licensee must obtain user accounts for all users (“Authorized Users”), Licensee agrees to provide Licensor with the names and email addresses of all Authorized Users. Licensee acknowledges that Licensor may monitor Licensee’s use of the Software and Services to ensure that it remains in compliance with this Agreement for the duration of the term. All persons using the Software or Services (with or without Licensee’s authorization) will be bound by this Agreement and Licensee shall be responsible for all actions taken on its accounts.
6. **Usage Restrictions.** Authorized Users may only access the Software, Data and Services in connection with patients whom the Licensee has provided care, or, if the Licensee provides billing services or collection services on behalf of a healthcare provider, for patients to whom the healthcare provider has provided care. Users may not: (1) reverse engineer, decompile or disassemble Software, Services or their elements; (2) copy, alter, modify, adapt, translate or create derivative works from Software, Services or any portion of the Data; (3) make any of the Software, Services or Data available for third-party use; or (4) remove any copyright, trademark or other proprietary notices from the Software, Services or Data.
7. **Batches:** Upon execution of this Agreement, Licensee agrees to send Licensor a Batch encompassing all self-pay claims, not to exceed dates of service greater than three hundred and sixty-five (365) days, within ten (10) business days. Licensee will complete and send to Licensor Batches in the agreed upon method. Licensor will provide Licensee with the Batch excel template upon execution of this Agreement.
8. **Payment Terms.** Licensee shall pay an initial implementation and training fee of **\$0** upon execution of the Agreement. Licensee agrees to complete and provide to Licensor an ACH authorization form (Exhibit D) to allow for automatic payment via ACH. Any overdue payments shall bear interest at the lessor of twelve percent (12%) per annum or the maximum rate allowed under applicable law, plus collections costs and attorneys’ fees. Licensor may suspend or terminate Services if payment is past due and any suspension therefore shall not constitute a material breach of the terms of this agreement. Licensor will invoice Licensee each month for the prior month’s transaction fees, if any, and the current month’s monthly subscription fee on or about the 5th day of the month. Licensee’s payment for any outstanding fees shall be due on the 15th of the month. In addition, Licensee will pay a \$500 penalty if any ACH draws are blocked or returned for insufficient funds.



9. Term. The Term of the Licenses and Services under this Agreement are set forth in a SOW the first of which is attached hereto as Exhibit A. This Agreement shall terminate when there are no active SOWs.
10. Confidentiality. Licensee acknowledges that the Software, Data, Documentation, and Services constitute property with intellectual property rights of substantial value to Licensors. Licensee agrees to take such security measures to prevent the unauthorized duplication, distribution, or use of Software, Data, Services or Documentation equal to that which Licensee uses to protect its own proprietary information, and in no event will such measures be less than commercially reasonable. Licensors acknowledge that Licensee data constitutes property with intellectual property rights of substantial value to Licensee. Licensee agrees to take such security measures to prevent the unauthorized duplication, distribution, or use of Licensors data and its elements to which Licensors has access equal to that which Licensors uses to protect its own proprietary information, and in no event will such measures be less than commercially reasonable. A party may disclose the other party's confidential information if required by any judicial or government request, requirement, or order, provided, however, that such party will promptly notify the other party of any such request, requirement, or order prior to disclosure, and will cooperate with the other party should the party contest any such request, requirement, or order.
11. Use and Retention of Licensee Data. Licensee agrees at all time to comply with the *Credit Services Addendum* entered into by the parties contemporaneous herewith and attached hereto and Exhibit B, the *Business Associate Agreement* ("BAA") entered into by the parties contemporaneous herewith and attached hereto and Exhibit C which are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein. If Licensee seeks to use Licensors's Software, Data, Documentation, or Services to access and analyze Licensee Data, Licensee: (i) represents that it has the right to provide such data to Licensors and will provide such data to Licensors in compliance with applicable legal requirements; (ii) appoints Licensors its agent and authorizes it to use, copy, store, modify and display Licensee Data through Licensors's Software, Data, Documentation, or Services for Licensee's benefit; and (iii) authorizes Licensors to access Licensee Data to provide quality assurance, perform software maintenance, and deliver Licensee Data, Services, and technical support. During the term of the Agreement and for thirty (30) calendar days after termination, Licensors will preserve and maintain Licensee Data and, upon written request, provide Licensee with a data file containing the Licensee Data for a commercially reasonable fee. Thereafter, Licensors will have no obligation to preserve or return any Licensee Data, but may preserve Licensee Data pursuant to its document retention policies.
12. Indemnification by Licensors. Licensors will defend, indemnify, and hold harmless Licensee against all claims and expenses, except as specifically excluded herein, arising from any third-party claim alleging that Licensors's Software, Data, Documentation, or Services infringe upon the United States copyright, trademark, or service mark rights of any third-party (an "Indemnified Claim"), if Licensee: (a) has used Licensors's Software, Data, Documentation, or Services, as the case may be, in full compliance with this Agreement; (b) promptly notifies Licensors of the claim; (c) allows Licensors to have sole control of the defense and settlement of an Indemnified Claim (though Licensee may participate in its own defense at its own expense); and (d) provides Licensors with the



authority, information and assistance that Licensor deems reasonably necessary for the defense and settlement of the Indemnified Claim. Licensee shall not consent to any judgment or decree or do any other act in compromise of any such Indemnified Claim without first obtaining Licensor's written consent. If an Indemnified Claim is brought or credibly threatened, Licensor shall have the option, at its sole expense, to obtain for Licensee the right to continue using Licensor's Software, Data, Documentation, or Services, or to modify Licensor's Software, Data, Documentation, or Services so that they become non-infringing. If neither of the foregoing remedies are commercially feasible, Licensee may terminate the Agreement for the infringing Software, Data, Documentation, or Services. The indemnity set forth in this Section shall be Licensee's sole and exclusive remedy for any intellectual property infringement claim arising out of Licensee's use of Licensor's Software, Data, Documentation, or Services.

- 13. Indemnification by Licensee.** Licensee will defend, indemnify, and hold harmless Licensor against all claims and expenses arising from any third-party claim relating to the provision of Licensee Data to Licensor or for any violation of this Agreement or any other agreement with Licensor.
- 14. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6, 11, 12 AND 13, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES EXCEED THE TOTAL SUBSCRIPTION AND TRANSACTION FEES PAID BY LICENSEE OR DUE FROM LICENSEE FOR THE AGREEMENT TERM TO WHICH THE CLAIM RELATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 5, 12, 13 AND 14, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY IN CONTRACT, TORT, OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, REVENUE OR DATA), EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF ANY PROVISION OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR HAVE ANY LIABILITY FOR CLAIMS RELATING TO BUSINESS DECISIONS MADE BY LICENSEE IN RELIANCE UPON THE SOFTWARE, DATA, DOCUMENTATION, OR SERVICES PROVIDED. For the avoidance of doubt, if there is any conflict between these Limits of Liability and the BAA, the BAA shall prevail.
- 15. Connectivity.** Licensee is solely responsible for the selection and use of telecommunications, internet access, and any other systems and services required to access the Software, Data, Documentation, or Services and any charges associated therewith.
- 16. Limited Warranty and Disclaimer.** Licensor makes no warranties with respect to Software, Data, Services, or Documentation if used in a manner not authorized herein. Licensee acknowledges that the information and data provided through the use of the Software and Services is derived from third-party sources, and that Licensor has not undertaken a separate investigation to confirm its validity. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO



HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE, DATA, DOCUMENTATION AND SERVICE FUNCTIONABILITY WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS OR THAT THE OPERATION OF THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL SOFTWARE, DATA, DOCUMENTATION OR SERVICE ERRORS. IN ADDITION, LICENSOR DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SOFTWARE, DATA OR SERVICES. LICENSOR WILL USE GOODFAITH IN OBTAINING AND ASSEMBLING DATA FROM THIRD-PARTY SOURCES IT CONSIDERS RELIABLE BUT DOES NOT GUARANTEE THE ACCURACY NOR COMPLETENESS OF ANY DATA PROVIDED; MAKES NO REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD-PARTY DATA; AND DISCLAIMS ALL LIABILITIES ARISING THEREFROM OR RELATED THERETO. For the avoidance of doubt if there is any conflict with the terms of this Warranty and the BAA, the BAA shall prevail.

17. **Successor and Assigns.** Neither party will assign the Agreement without the other's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, (i) Licensor may assign this Agreement without Licensee's consent to an affiliate of Licensor, or to a successor to all or substantially all of its business, assets, and obligations; and (ii) upon written notice to Licensor, Licensee may assign this Agreement to a successor to all or substantially all of its business, assets, and obligations, provided (x) such entity is not deemed by Licensor to be a competitor of Licensor, and (y) such entity agrees in writing that it will be bound by the terms and conditions of this Agreement.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment, modification, extension, or cancellation of this Agreement shall be binding on the parties unless mutually agreed to and executed in writing by each of the parties.
19. **Force Majeure.** If the performance of Licensor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond its control, then Licensor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).
20. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Florida without regard to its conflict of laws provisions. Neither party will contest transfer of the suit to Federal jurisdiction.



21. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

22. Notices. All required notices will be delivered by reputable overnight delivery service to the principal place of business for each party as set forth herein.

23. Survival of Terms. The terms set forth in Sections 10, 11, 12, 13 and 14 shall survive the expiration or termination of this Agreement.

24. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original.

NSURE HEALTHCARE SERVICES, INC.

CITY OF PHARR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A STATEMENT OF WORK

1. **Subscription.** Licensee shall pay Licensor a monthly subscription fee of \$759 which includes up to 50 demographic verification, 50 insurance/MBI discovery, 600 insurance verification, 300 Retroactive Medicaid transactions per month; and
 - i. An individual transaction fee of \$3.99 per insurance/MBI discovery transaction for each transaction in excess of 50 per month.
 - ii. An individual transaction fee of \$0.99 per demographic verification transaction for each transaction in excess of 50 per month.
 - iii. An individual transaction fee of \$0.30 per retroactive Medicaid check for each transaction in excess of 300 per month.
 - iv. An individual transaction fee of \$0.30 per insurance verification for each transaction in excess of 600 per month.
 - v. An individual transaction fee of \$0.99 per self-pay analyzer transaction.

Licensor shall cancel any and all invoices sent to Licensee and refund any and all fees paid to Licensor in the event that Licensee is unable to offset the first subscription fee from active, billable insurance coverage uncovered during the initial clean-up batch. Licensor shall have the right to increase the subscription and transaction fees on renewal by providing written notice to Licensee at least one hundred and twenty (120) days prior to the renewal date. Prices shall increase annually by 3%.

2. **Contingency.** Licensee shall pay Licensor 10% of any and all payments Licensee receives from insurance companies when Licensee is advised of the underlying deductible and when to submit claims to such insurance companies so that the insurance deductible has been met, or forward progress has been made. If no forward progress has been made, and the claim is instead billed as self-pay, Licensor will receive no payment. Licensor will alert Licensee when said claim may be billed and get reimbursed from insurance, rather than self-pay (the patient).
3. **Term.** This Agreement will be in effect for a period of one (1) years. Notwithstanding the aforementioned, Licensor or Licensee may terminate this Agreement during the first sixty (60) days of the initial one-year term, with or without cause, by providing the other party written notice of its intent to cancel the Agreement. This Agreement will automatically renew for successive one (1) year terms unless sixty (60) days-notice is provided prior to the end of the term of this Agreement. Licensee shall be responsible for payment of all transaction fees incurred prior to termination and a prorated monthly subscription fee for the number of days the Agreement was in effect through the termination date.



Except as expressly provided herein, either party may only terminate this Agreement if the other party has breached a material term of the Agreement, and the breaching party has failed to remedy such breach within thirty (30) calendar days following written notice of said breach. Upon any termination of this Agreement, Licensee shall immediately cease all use of the Software, Data and Services. If Licensee terminates this Agreement early without cause outside the first sixty days of the initial one-year term, Licensee agrees it will be responsible for payment of a termination fee equal to the greater of: (1) the subscription fee multiplied times the number of months remaining in the Agreement term; or (2) the Licensee's average monthly invoice for subscription and transaction fees during the current term multiplied by the number of months remaining in the Agreement term.

EXHIBIT B CREDIT SERVICES ADDENDUM

1. The undersigned Licensee ("Licensee") desires to obtain demographic verification, credit and/or insurance eligibility Services from Nsure Healthcare Services, Inc. ("Licensor") pursuant to the following terms and conditions:

- i. With respect to each Licensee request for demographic verification, credit and/or insurance eligibility Services, Licensee and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) ("DPPA") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.
- ii. With respect to each Licensee request for demographic verification, credit and/or insurance eligibility Services, Licensee also hereby certifies that Licensee is the user of the Demographic Verification, Credit and/or Insurance Eligibility Services and that Licensee and its employees ("Licensees") will request, obtain and use such Demographic Verification, Credit and/or Insurance Eligibility Services only for the following Permitted Use ("Permitted Use"):

To use in the normal course of business to verify the accuracy of information submitted by the patient or guarantor and if it is not correct, to obtain the correct information, to protect against or prevent fraud, unauthorized or invalid claims, hardship qualification or other liability.

- iii. Licensee shall not request, obtain or use demographic verification, credit and/or insurance eligibility Services for marketing purposes nor for any other purpose, except as expressly provided herein. Moreover, Licensee shall not take any adverse action, which is based in whole or in part on the demographic verification or credit Services, against any consumer. For the purposes of this Agreement, the terms



“adverse action” and “consumer” shall have the same respective meaning as those terms are defined in the FCRA.

- iv. In no event shall Licensee use the demographic verification or credit Services, in whole or in part, as a factor in establishing an individual’s creditworthiness for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) (“FCRA”).
- v. To the extent that the demographic verification or credit Services requested by Licensee utilizes, in whole or in part, Consumer Reports as defined in the FCRA, Licensee certifies that it will request and use each such requested demographic verification or credit Service for the permissible purpose certified below:

In connection with a transaction involving the individual on whom the information is to be furnished and involving the extension of credit to the individual.

- 2. Licensee expressly acknowledges and agrees that where the demographic verification or credit Services to be provided to Licensee under this Agreement utilizes Reference Services or Consumer Reports, Company, its Vendors, Suppliers and all Credit Reporting Agency data sources express no opinion regarding a Consumer's creditworthiness in rendering such demographic verification or credit Services. Moreover, in the event Licensee’s requested demographic verification or credit Services utilize, in whole or in part, Consumer Reports, without limiting Licensee’s obligations set forth elsewhere in this Agreement, Licensee shall comply with any and all adverse action notice requirements of the FCRA.

3. Consumer Reports and Reference Services:

- i. Demographic Verification via Reference Services: Licensee is a healthcare provider or provider agent and certifies it is obtaining demographic data for the aforementioned purpose in Section 1. iii) as being encompassed by Section (6802)(e) of the Gramm Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) (“GLB”) and the United States Federal Trade Commission rules promulgated thereunder and no other purpose.
 - ii. Credit Data via Consumer Reports: Licensee is a healthcare provider or provider agent and certifies it has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").
- 4. Licensee certifies that Licensee shall use the demographic or consumer report data: (a) solely for the Licensee’s certified use(s); and (b) solely for Licensee’s exclusive one-time use. Licensee shall not request, obtain or use demographic or consumer report data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting



or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Licensee's own data, or otherwise in any service which is derived from the consumer reports or Reference Services. The consumer report data shall be requested by, and disclosed by Licensee only to Licensee's designated and authorized employees having a need to know and only to the extent necessary to enable Licensee to use the demographic data or Consumer Reports in accordance with this Agreement. Licensee shall ensure that such designated and authorized employees shall not attempt to obtain any demographic data or Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

- i. Licensee will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - ii. With just cause, such as violation of the terms of the Licensee's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Licensee's agreement, Licensors may, upon its election, discontinue serving the Licensee and cancel all agreements immediately.
5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. Licensee shall use each Consumer Report for a one-time use and shall hold the report in strict confidence, and not disclose it to any non-agent third parties; provided, however, that Licensee may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report data. Moreover, unless otherwise explicitly authorized in an agreement between Licensors and its Licensee, or as explicitly otherwise authorized in advance and in writing by a credit reporting agency through Licensors, Licensee shall not disclose to consumers or any non-agent third party, any or all such scores provided under such agreement, unless clearly required by law.
7. Licensee will request Scores only for Licensee's exclusive use. Licensee may store Scores solely for Licensee's own use in furtherance of Licensee's original purpose for obtaining the Scores. Licensee shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Licensee with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Licensee who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Licensee and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.



8. Vermont Certification. When Licensee requests a consumer report on a Vermont resident, Licensee agrees to comply with Vermont law (including without limitation, 9 V.S.A. 2480e and 2480g). Licensee expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.
9. Agent Designation. Licensee hereby confirms and designates Licensor as Licensee's agent for the limited and sole purpose of, on Licensee's behalf, requesting, receiving, handling, processing and delivering to Licensee the Services.
10. Responsibilities of Billing Agent (if applicable): Billing Agents who operate independently from their healthcare provider clients in utilizing demographic or credit Services shall set the criteria for utilizing the Services and shall determine if and when to utilize the Services. The Billing Agent shall not provide nor share data results of the Services with any other third party, including but not limited to the Billing Agent's healthcare provider clients. The Billing Agent shall direct its provider clients to secure the written consent of their patients for the provider or Billing Agent to obtain a patient's consumer report, as part of the provider's conditions of admission or other related patient consent forms.

Acceptance: By signing below, each party accepts all terms and conditions. Any individual signing on behalf of Licensee warrants and represents that the individual executing this Agreement on behalf of Licensee has requisite knowledge, power and authority to execute this Agreement.

NSURE HEALTHCARE SERVICES, INC.

CITY OF PHARR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, between **City of Pharr** (“the Licensee”) and **Nsure Healthcare Services, Inc.** (“the Licenser”) is executed for the purpose of ensuring that Licenser carries out its obligations to the Licensee in compliance with the privacy and security regulations pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”)(Pub. L. 104-191), including all pertinent regulations (45 CFR Parts 160 and 164 “Security and Privacy Regulations”) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information and Technology for Economic and Clinical Health Act (the “HITECH ACT”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

This Agreement encompasses Licenser's assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to the Licensee by Licenser, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

Licenser agrees that it shall:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement and all applicable laws;
- c. Work to mitigate, to the extent practicable, any harmful effect that is known to Licenser of a use or disclosure of PHI by Licenser in violation of this Agreement.
- d. Report to the Licensee any unauthorized use or disclosure of PHI not provided for by this Agreement of which Licenser becomes aware;
- e. Require that any agents or subcontractors to whom Licenser provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Licenser with respect to such PHI;
- f. Provide an accounting of all unauthorized uses or disclosures of PHI made by Licenser as required under the HIPAA privacy rule or any breach of unsecured PHI as required by the Security and Privacy Regulations within 60 days;
- g. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes



of determining Licensor's and the Licensee's compliance with HIPAA and the Security and Privacy Regulations;

The specific uses and disclosures of PHI that may be made by Licensor on behalf of the Licensee include:

- h. Receipt and storage of e-PHI related to billing claims resulting from services provided by customers of the Licensee;
- i. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by customers of the Licensee;
- j. Transfer of e-PHI with claims data sent to carriers and insurers via electronic means including via use of a medical billing Clearinghouse.

Licensor shall assume the following obligations regarding electronic Protected Health Information (e-PHI):

- k. Licensor shall implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of the Licensee.
- l. Licensor shall require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of the Licensee, agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
- m. Licensor agrees to alert the Licensee of any security incident (as defined by the HIPAA Security Rule) or breach (as defined by the Security and Privacy Regulations) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Licensee of any loss of data or other information system compromise as a result of the incident.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized agents.

NSURE HEALTHCARE SERVICES, INC.

CITY OF PHARR

Agent: _____

Agent: _____

Title: _____

Title: _____

Sign: _____

Sign: _____

Date: _____

Date: _____



EXHIBIT D

ACH AUTHORIZATION FORM

Licensee Information

Licensee Name: _____

Licensee Address: _____

Licensee City: _____ State: _____ Zip Code: _____

AP Contact: _____ Phone _____

AP Email Address: _____

Banking Information

Bank Name: _____

ABA Routing #: _____

Account #: _____

Account Type: ☐ Checking ☐ Savings
(Check One)

Licensee Authorization

Please sign below to confirm that you are authorizing to begin transferring payments for your invoices to/from the account mentioned above.

Signature

Printed Name

Title

Date



www.nsurecorp.com

Collect More **Money.**
Get Paid **Faster.**
Save Time Billing.

City of Pharr
(10/12/2022)



Have you ever had...

- Claim rejections?
- Claim denials?
- Returned Mail?
- Incomplete or missing SSNs?
- Missing patient information?





Have you ever had to...



- ▶ Waste time trying to locate missing information?
- ▶ Use multiple payer websites?
- ▶ Constantly tell your staff or clients to write better reports?



Have you ever had to...

- ▶ Large deductibles?
- ▶ Patients giving excuses why they can't pay?
- ▶ Paying too much money to a bad-debt collection firm?





We will give you the ability to...

- ▶ **Locate patient and insurance information within a **CLICK!****
- ▶ **Complete self-pay pre-billing in less than 30 seconds!**
- ▶ **Collect a lot **MORE MONEY****



Step 1

Unable to bill a claim?

Visits

Filter By Action Codes

NONE SELECTED ▾

ADD PATIENT

HELP

Filter By File Name

Filter By Transaction Date Start

End

Filter By Coverage Status

Filter By Insurance Type

Filter By Payor

Filter by Created By

Products

NONE SELECTED ▾

Click here.

Step 2

Enter as much information as you have.

Fields in orange are required. Fields in green are recommended.

Visit Number	123	Service Begin	07/02/2018
Patient First Name	John	Patient Last Name	Smith

☐ Patient is different from subscriber

☒ Demographic Verifier ☒ Self Pay Analyzer ☒ Insurance Discovery

☒ Insurance Verifier

Payor	CMS	Subscriber Id	123456789
-------	-----	---------------	-----------

[Add another payor...](#)

Patient DOB	07/02/2018	Patient Address 1	123 Fake St.
Patient Gender	Male	Patient Address 2	
Patient SSN	000001234	Patient City	San Francisco
Patient State	CA	Patient Zip	94105
Patient Phone			

[FINISH](#) [CANCEL](#)

Now click here.

Step 3

Review results within seconds.

The screenshot displays the 'Demographic Verifier' tab in a software interface. The 'Demographic Verifier' tab is highlighted with a red circle. Below the navigation bar, it shows 'Previously run 2 times' and the dates '07/17/2018 12:26 ; 07/17/2018 12:26'. The form contains fields for 'First Name', 'Last Name', 'Middle Name', 'DOB', 'SSN', 'Phone Number', 'Phone Type', 'Address', 'City', 'State', 'Zip', 'Unit', 'Address Reported', and 'Previous Address'. A red arrow points to the 'SSN' field. The 'UNITED STATES POSTAL SERVICE' logo is visible on the right side of the form.

- Less denials
- Less rejections
- 60% less returned mail
- Contact your patients faster and easier

Harnessing
the Power of:



Step 4

Locate insurance you never collected.

- 37% less self-pay
- 10-15% increase in revenue
- Never track down missing information
- Locate missing MBI numbers
- Get your money faster
- Never use multiple payer websites again
- Never pay a bad-debt firm what they don't deserve

United Healthcare

Jul. 17, 2018 12:26

Status	Active Coverage	Policy Start Date	01/01/2018
Group Number	10000	Policy End Date	
Subscriber Id	000000000	Raw 271	
Plan Sponsor			
Provider Name	THE UNITED HEALTHCARE		
Payor Address	PO BOX 8000, SUITE 1000, CHICAGO, IL 60680		

Step 5

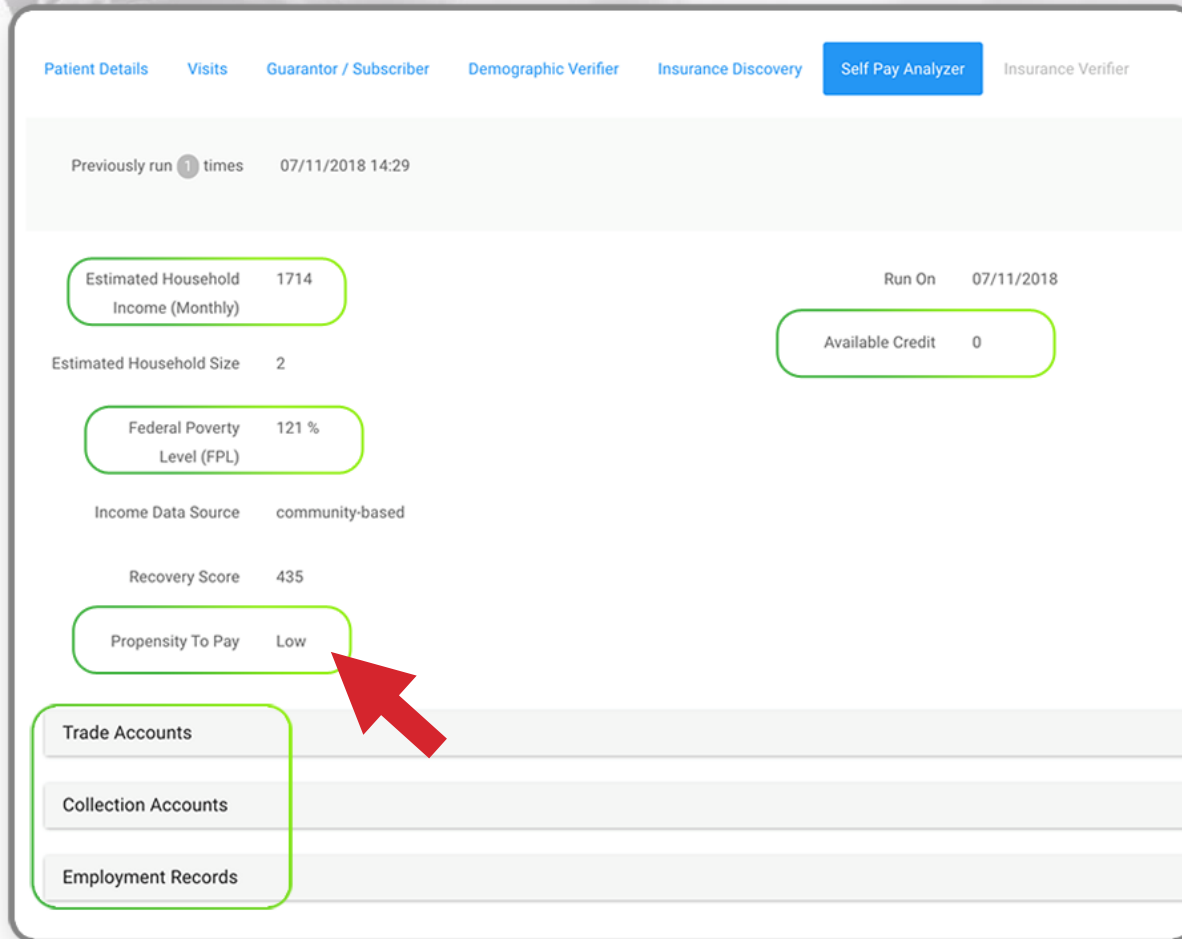
Review all plans and benefits.

- Avoid deductibles entirely
- Capture retroactive Medicaid plans
- Never go to multiple payer websites again
- Stop picking up the phone and calling payers
- Get your money faster

Emergency Services		
Active Coverage		
Active Coverage		
In Plan Network		
Messages	HIGHEST BENEFIT	
Coverage Level	Individual	
Co-Insurance (Visit)	50 %	
Out Of Plan Network		
Co-Insurance (Visit)	0 %	
In Plan Network		
Co-Insurance (Visit)	0 %	
In Plan Network		
Messages	HIGHEST BENEFIT	
Co-Payment (Visit)	\$ 0	
Out Of Plan Network		
Co-Payment (Visit)	\$ 250	
In Plan Network		
Co-Payment (Visit)	\$ 250	
In Plan Network		
Messages	HIGHEST BENEFIT	
Deductible (Calendar Year)	\$ 0	
In Plan Network		
Messages	HIGHEST BENEFIT	
Coverage Level	Family	

Step 6

Prioritize your collections based on payment likelihood.



Patient Details Visits Guarantor / Subscriber Demographic Verifier Insurance Discovery **Self Pay Analyzer** Insurance Verifier

Previously run 1 times 07/11/2018 14:29

Estimated Household Income (Monthly) 1714 Run On 07/11/2018

Estimated Household Size 2 Available Credit 0

Federal Poverty Level (FPL) 121 %

Income Data Source community-based

Recovery Score 435

Propensity To Pay Low

Trade Accounts

Collection Accounts

Employment Records

- Free up time to focus on more profitable tasks, ex. following up with payers for denied claims
- Focus time and money on the RIGHT patients knowing who's likely to pay and who's not
- Reduce payroll costs
- Reduce statement costs
- Improve your hardship program



About Us...

▶ Collectively servicing thousands of healthcare providers

▶ EMS, emergency physician, medical billing, hospital, anesthesiology and more

▶ Operating Nationwide



Current integrations include...



➔ **\$42,625** ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!

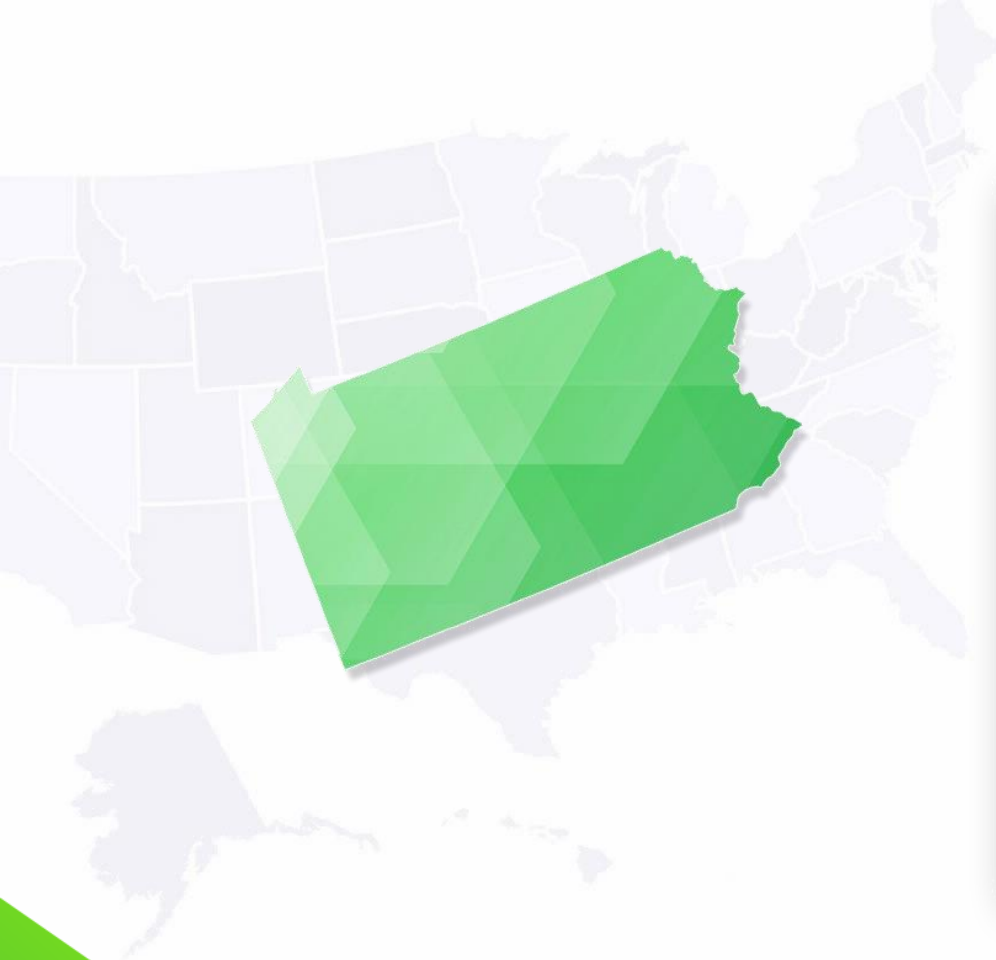


Private EMS - Michigan

Total patients submitted	488
Aetna	1
All Savers Life Insurance	1
BCBS of Indiana	1
CMS	19
Humana	2
Michigan Medicaid	118
Molina Healthcare of Ohio	1
UMR	3
United Healthcare	9
Total Active Hits	155



\$81,200 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!

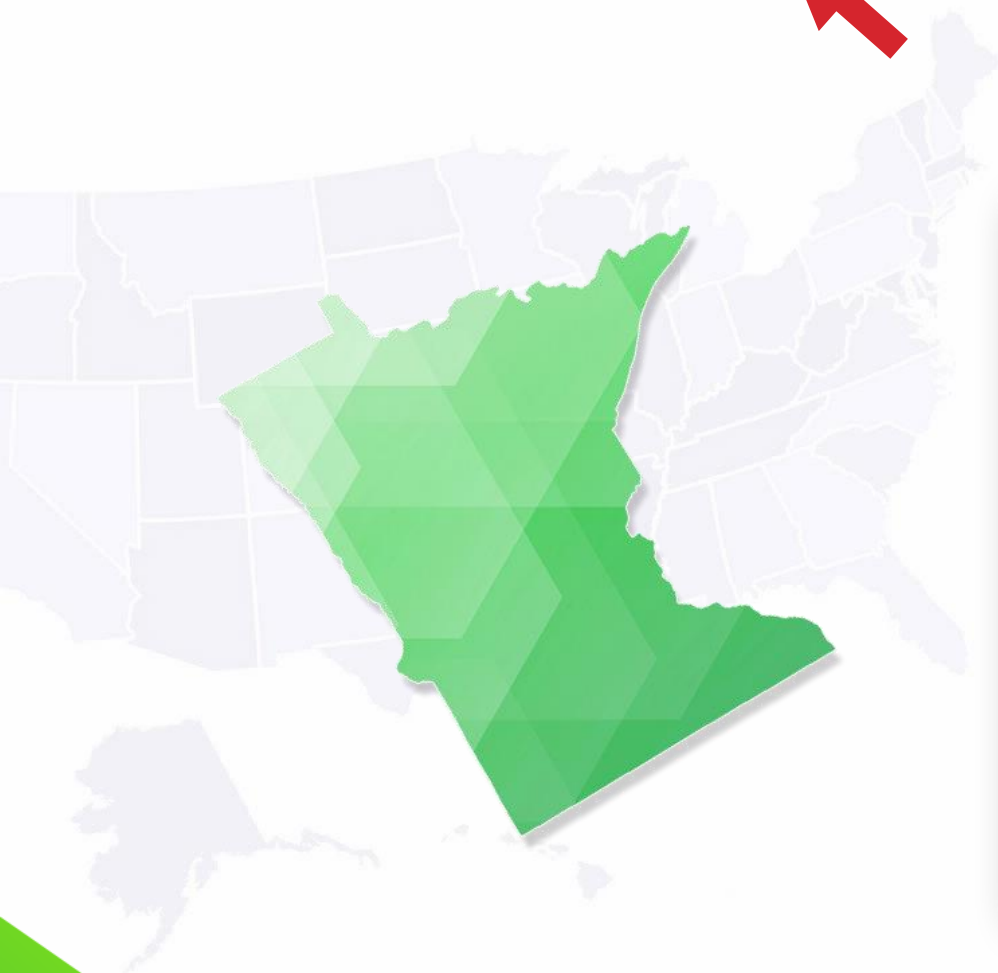


Public EMS - Pennsylvania

Total patients submitted	194
Aetna	13
AmeriChoice of New Jersey (Commercial)	2
BCBS of Pennsylvania (Highmark) (Professional)	1
CIGNA-GreatWest	2
CMS	79
Keystone Mercy Health	5
Magellan Behavioral Health	1
Pennsylvania Medicaid	8
United Healthcare	5
Total Active Hits	116



**\$45,798 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



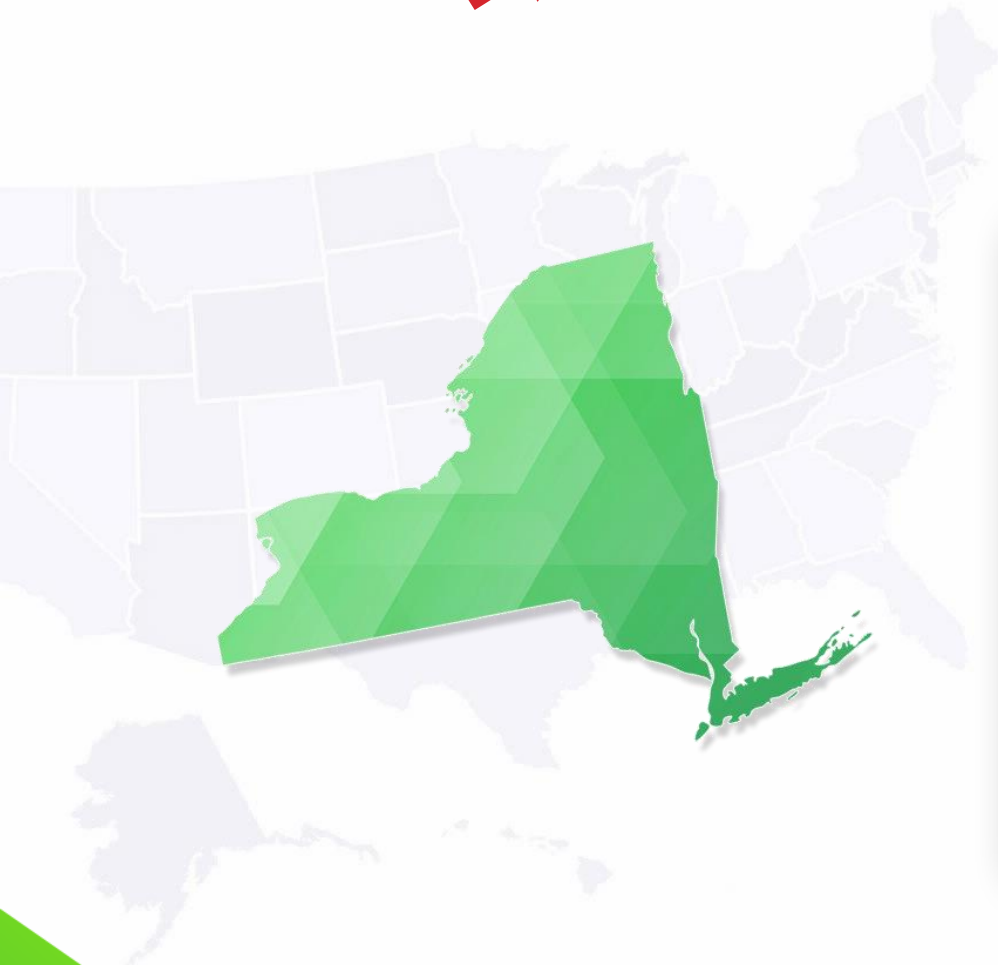
Public EMS - Minnesota

Post-Effort Claims Submitted	240
Aetna	2
BCBS of Colorado (Wellpoint)	1
BCBS of Minnesota	31
CIGNA-GreatWest	3
CMS	7
Humana	2
Minnesota Medicaid	16
TRICARE	1
UCare of Minnesota	5
United Healthcare	18
Wisconsin Medicaid	10
Billable Insurance Plans	96



Success: 40%

**\$13,335 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



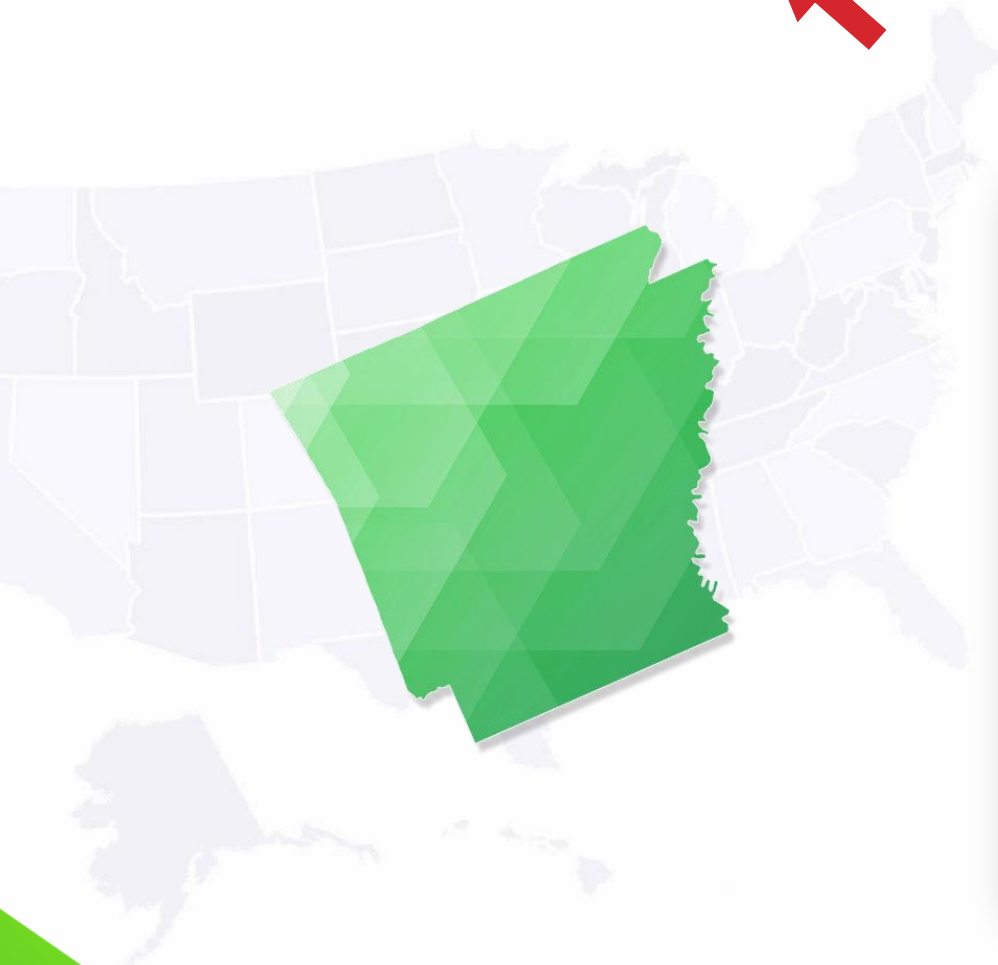
Public EMS - New York

Post-Effort Claims Submitted	55
Aetna	1
Blue Shield New York-Northeastern	1
CMS	7
Fidelis Care New York	4
MVP Health Care (New York)	4
New York Medicaid	6
United Healthcare	2
Billable Insurance Plans	25



Success: 45%

**\$17,619 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



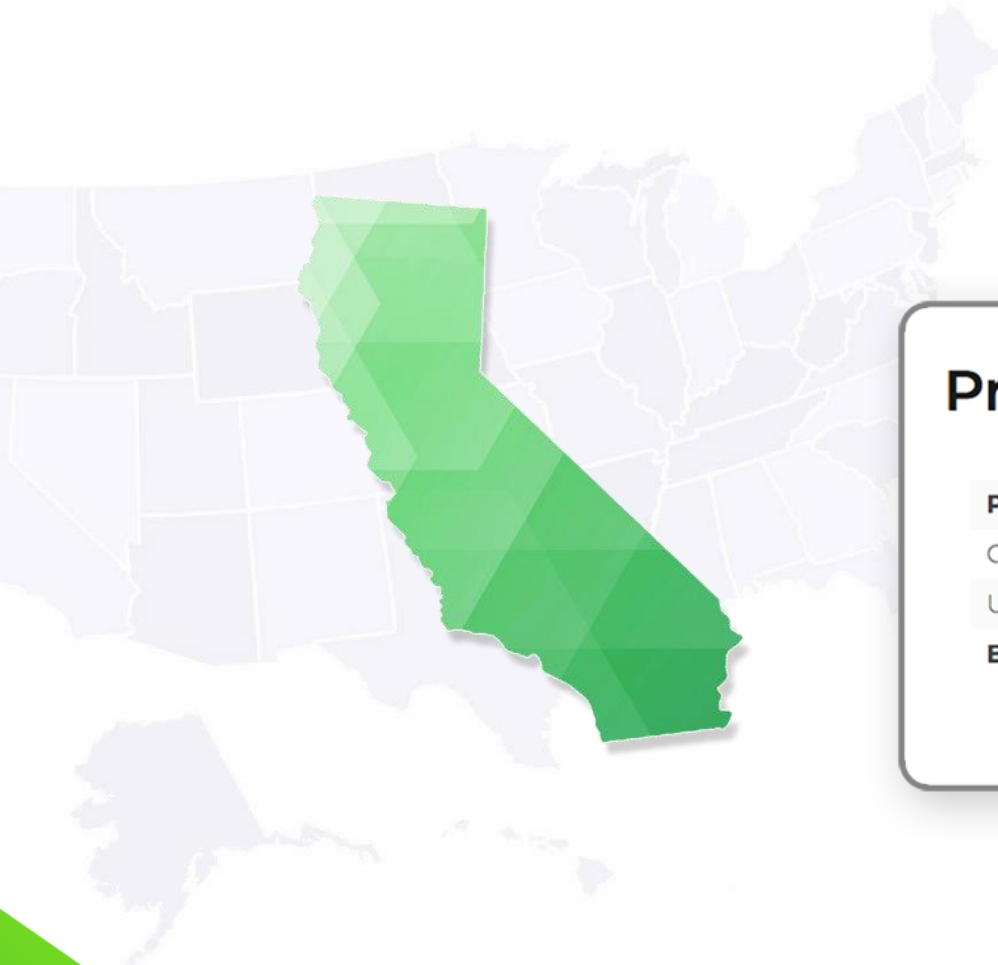
Private EMS - Arkansas

Post-Effort Claims Submitted	218
Aetna	3
Arkansas Medicaid	4
BCBS of Oklahoma	2
CIGNA-GreatWest	1
CMS	12
Community Care of Oklahoma	1
Humana	3
Louisiana Medicaid	1
Mississippi State Employees and Teachers	1
Oklahoma Medicaid	1
United Healthcare	4
Billable Insurance Plans	33



Success: 15%

 **\$2,985 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



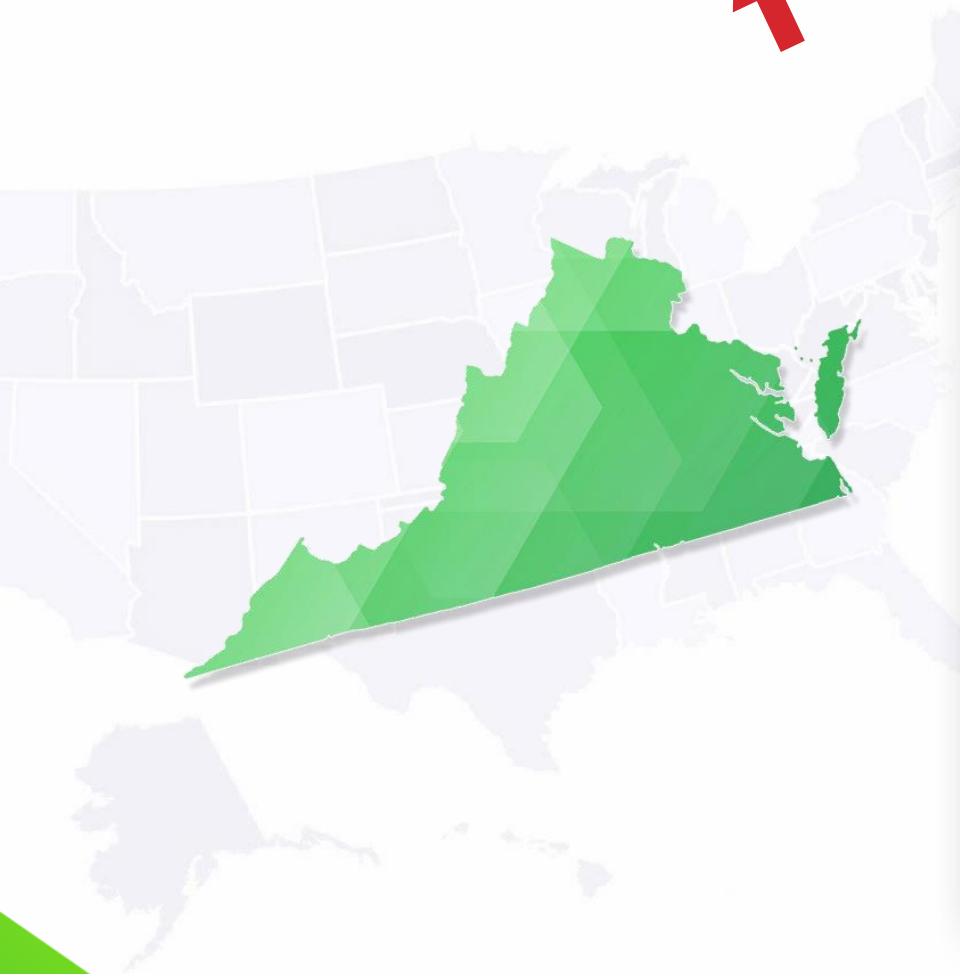
Private EMS - California

Post-Effort Claims Submitted	16
CMS	4
United Healthcare	2
Billable Insurance Plans	6

Success: 37%



**\$46,035 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



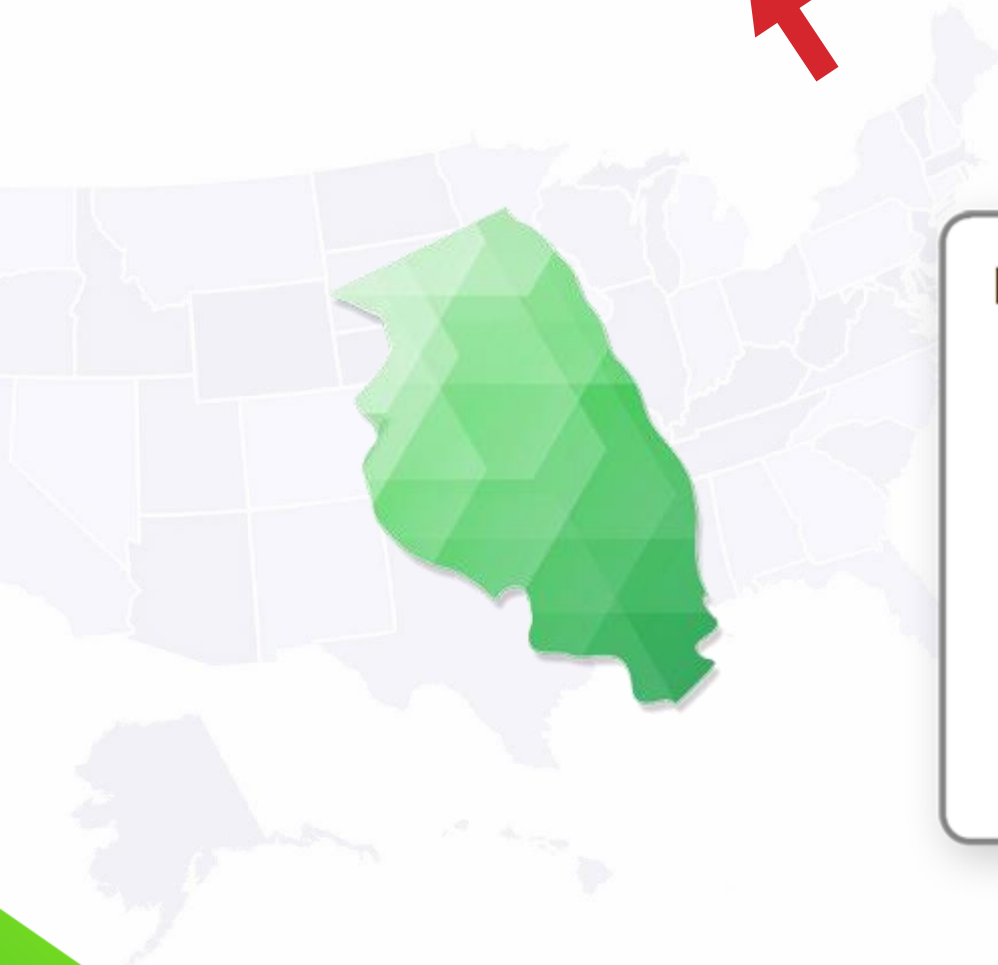
Medical Billing Company - Virginia

Post-Effort Claims Submitted	1,041
Aetna	7
AmeriChoice of New Jersey (Commercial)	1
CIGNA-GreatWest	1
CMS	13
Health Net National	1
Healthkeepers (Anthem)	1
Magellan Behavioral Health	54
Tricare East	3
United Healthcare	6
Virginia Medicaid	66
WellCare Health Plans	2
Billable Insurance Plans	155



Success: 14%

**\$9,845 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



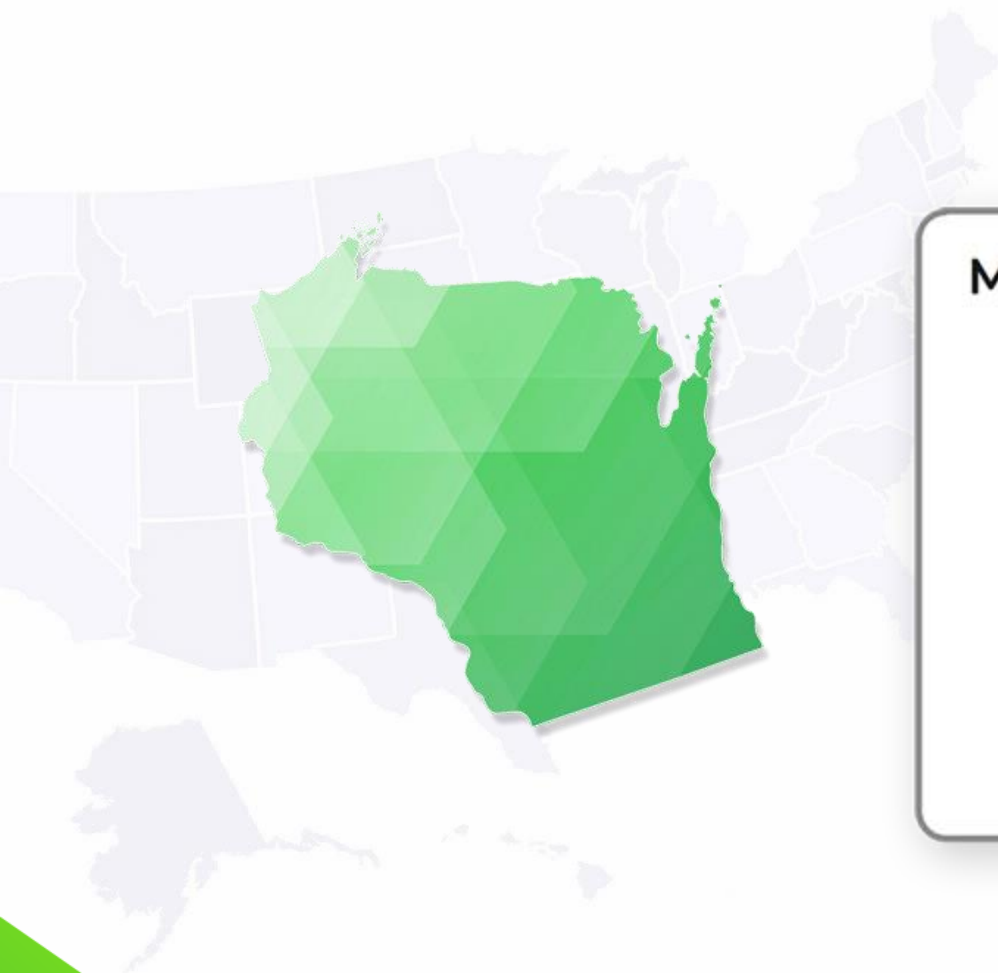
Medical Billing Company - Illinois

Post-Effort Claims Submitted	95
Aetna	1
CIGNA-GreatWest	1
CMS	2
Medical Mutual of Ohio	5
Molina Healthcare of Ohio	1
Ohio Medicaid	18
Billable Insurance Plans	28



Success: 29%

 **\$12,513 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



Medical Billing Company - Wisconsin

Post-Effort Claims Submitted	51
Aetna	1
BCBS of Minnesota	2
CMS	8
Dean Health Plan	1
Humana	1
Illinois Medicaid	1
Wisconsin Medicaid	6
Billable Insurance Plans	20



Success: 39%



**\$13,443 ADDITIONAL REVENUE COLLECTED
WITHIN 60 DAYS!**



Medical Billing Company - Ohio

Post-Effort Claims Submitted	50
AARP	1
BCBS of Ohio (Wellpoint)	2
CMS	5
CoreSource (OH)	1
Humana	1
Medical Mutual of Ohio	1
Ohio Medicaid	7
TRICARE	2
United Healthcare	2
Billable Insurance Plans	22



Success: 44%

Know your results within **2 weeks!**



 **SAVE**

Apr 19



Rachel,

Great news! The batch is here with a success of 14%. Out of 1,041, we located 155 active, billable plans. At an average reimbursement of \$297, you should be expecting to collect an additional \$46,035 over the next 30-45 days.

You will find out how to access all the plans and review all your information on Monday during training. Talk to you soon!

Thank you,

Pay for our service years in advance!



 SAVE Mar 20



Drew,

As a follow up to my voicemail, on the first batch, we located 25 of 55 claims with active insurance coverage for a success of 44%. With an average reimbursement per trip of \$471, you should expect to return about \$11,775, which pays for our service a little less than a year and a half in advance within the first week of doing business.

Ellen should have received a login to the portal to begin using Nsure for her daily billing practices like she does for Valatie to save time tracking down missing information and continue finding more insurance than ever before.

If you happen to know anyone else we can help I would sure appreciate an introduction. Thank you for your business and please reach out with any questions.

Thank you,

Know your results before you're trained!



SAVE

Jul 4 (3 days ago)



George, Bree,

I have some outstanding news! As you'll see below, out of the 194 claims you sent us for the first cleanup batch, we located 116 with active billable insurance plans for a success of 59%!

Which means, that at an average reimbursement of \$700 (per the proposal), you should expect to collect **\$81,200** in additional revenue!

And this is just the beginning! I'll be reaching out tomorrow to schedule our portal training so you can obtain the information we found and continue to achieve this kind of result moving forward with new incoming self-pay.

I look forward to speaking with you both soon.

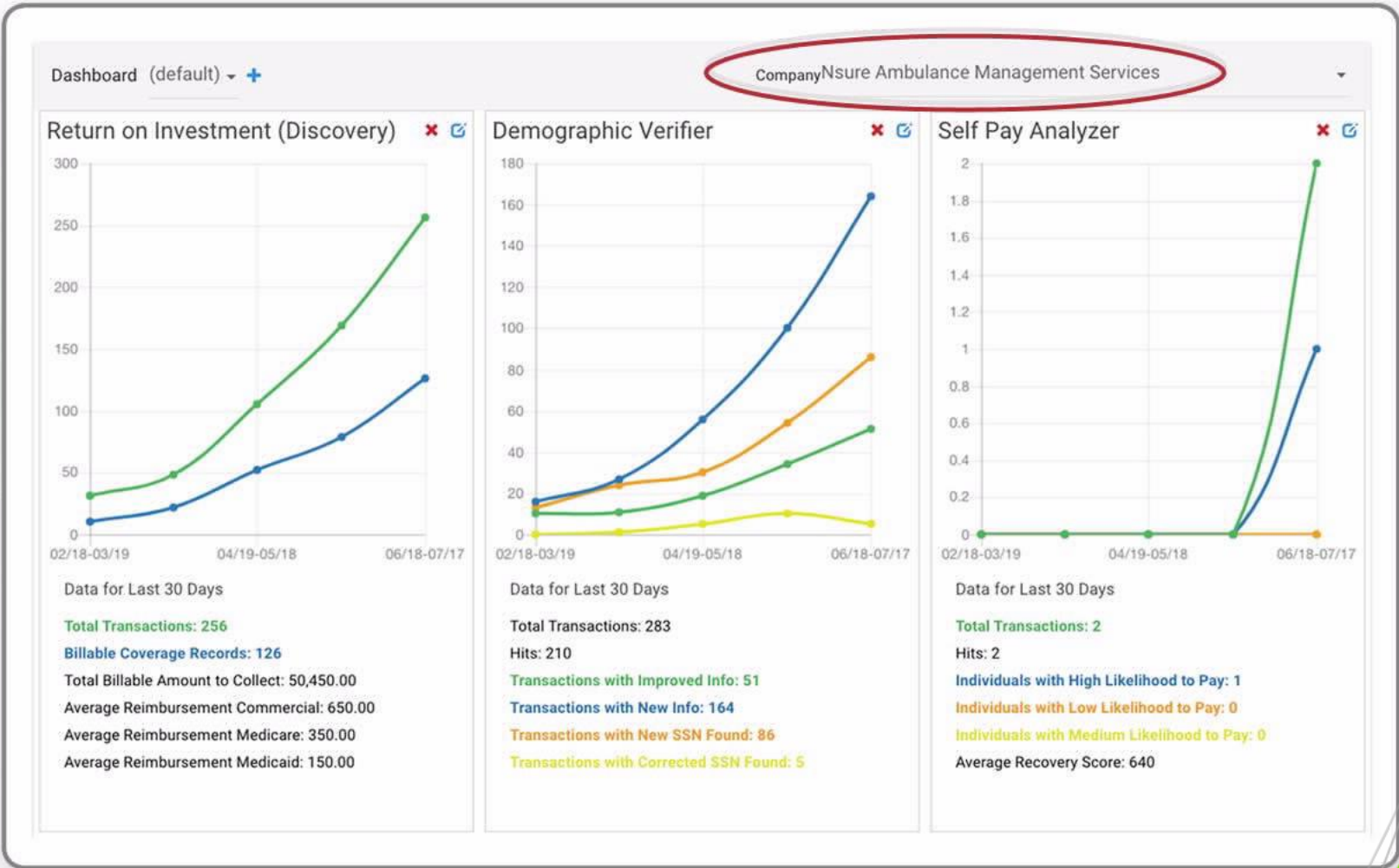
Respectfully,



Insurance Discovery: 49%

Demographic Verification: 74%

Additional Revenue: \$50,450

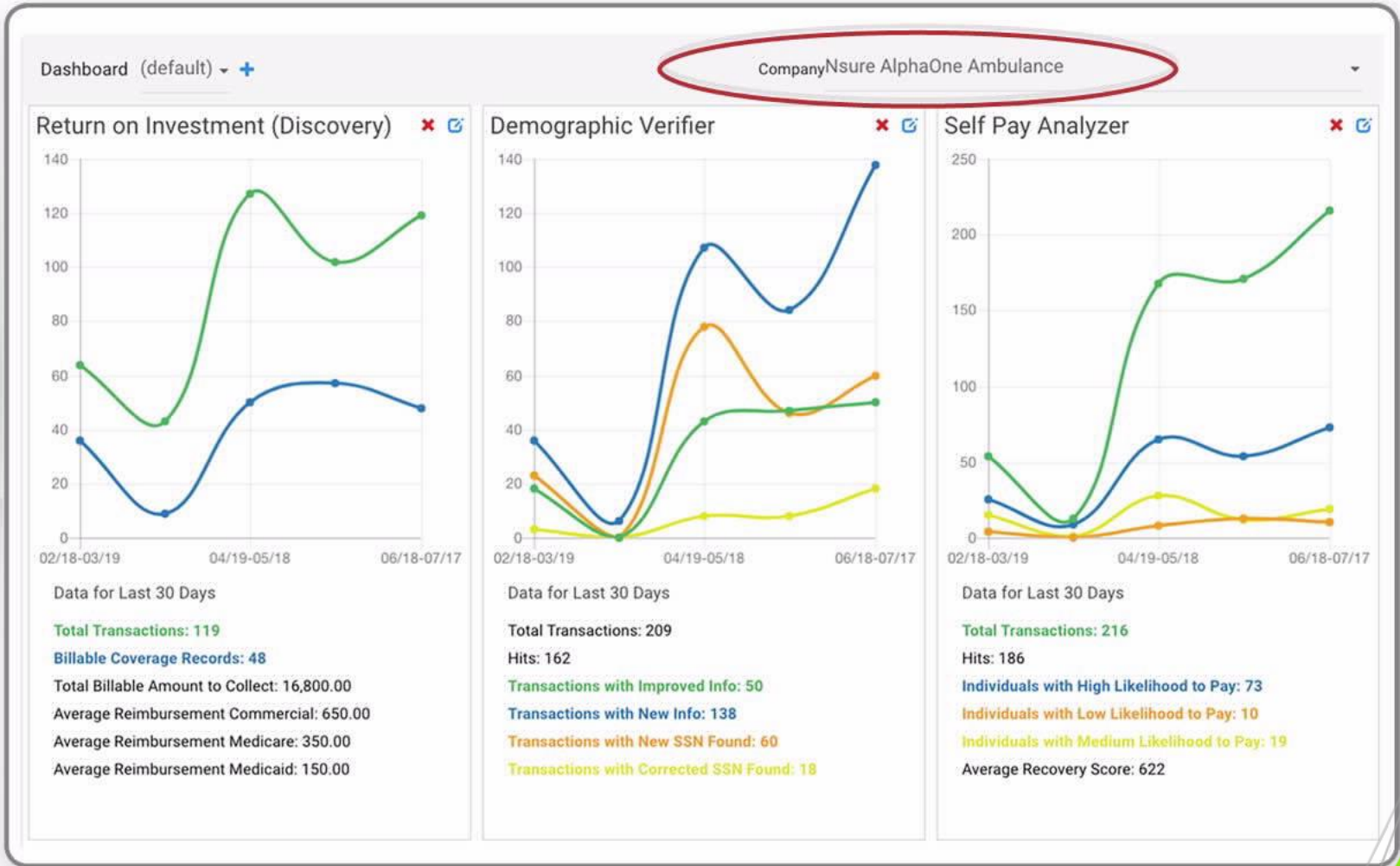




Insurance Discovery: 40%

Demographic Verification: 77%

Additional Revenue: \$16,800





Insurance Discovery: 30%

Demographic Verification: 95%

Additional Revenue: \$6,710





Insurance Discovery: 81%

Demographic Verification: 97%

Additional Revenue: \$12,100





Insurance Discovery: 70%

Demographic Verification: 89%

Additional Revenue: \$48,180

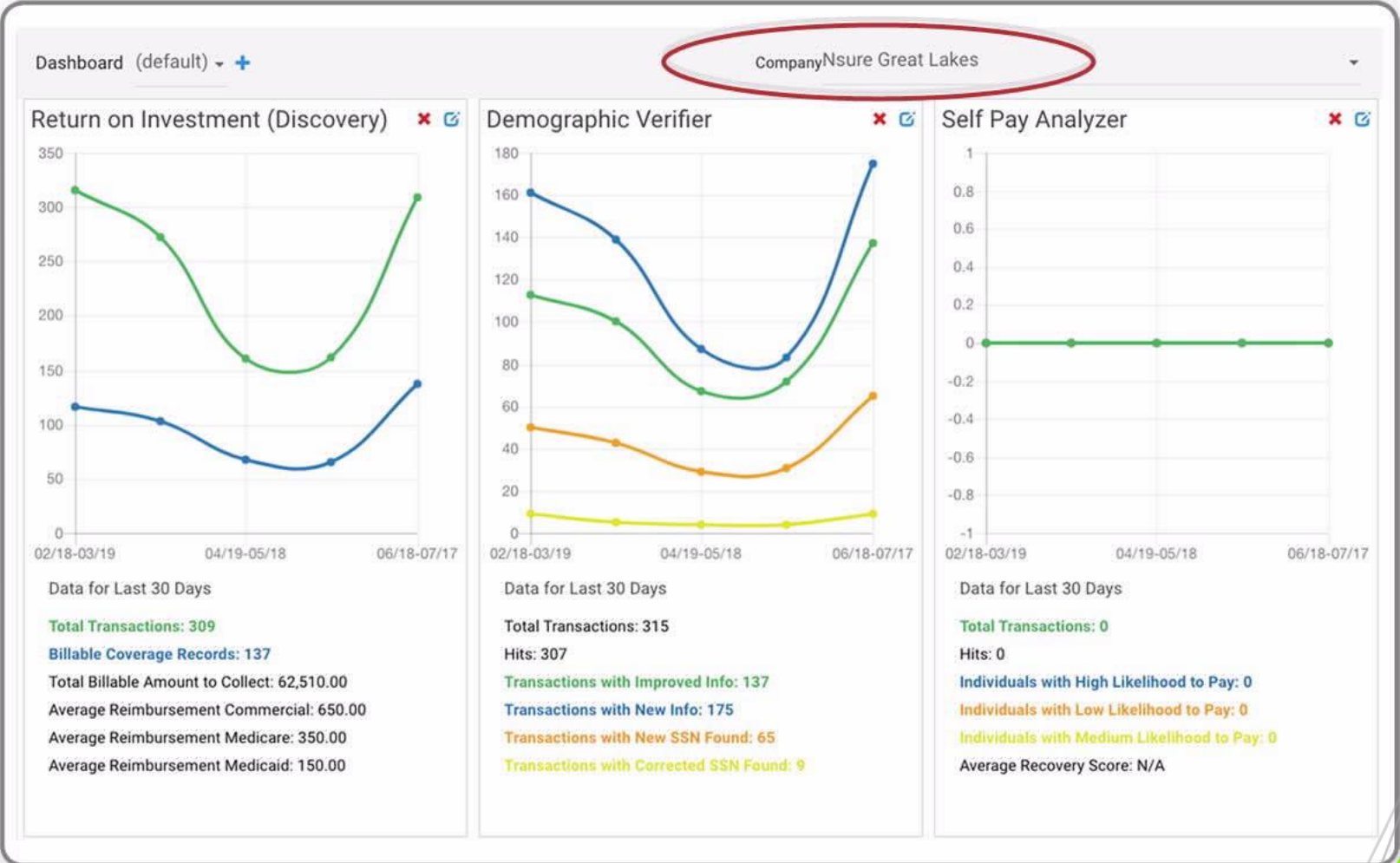




Insurance Discovery: 44%

Demographic Verification: 97%

Additional Revenue: \$62,510

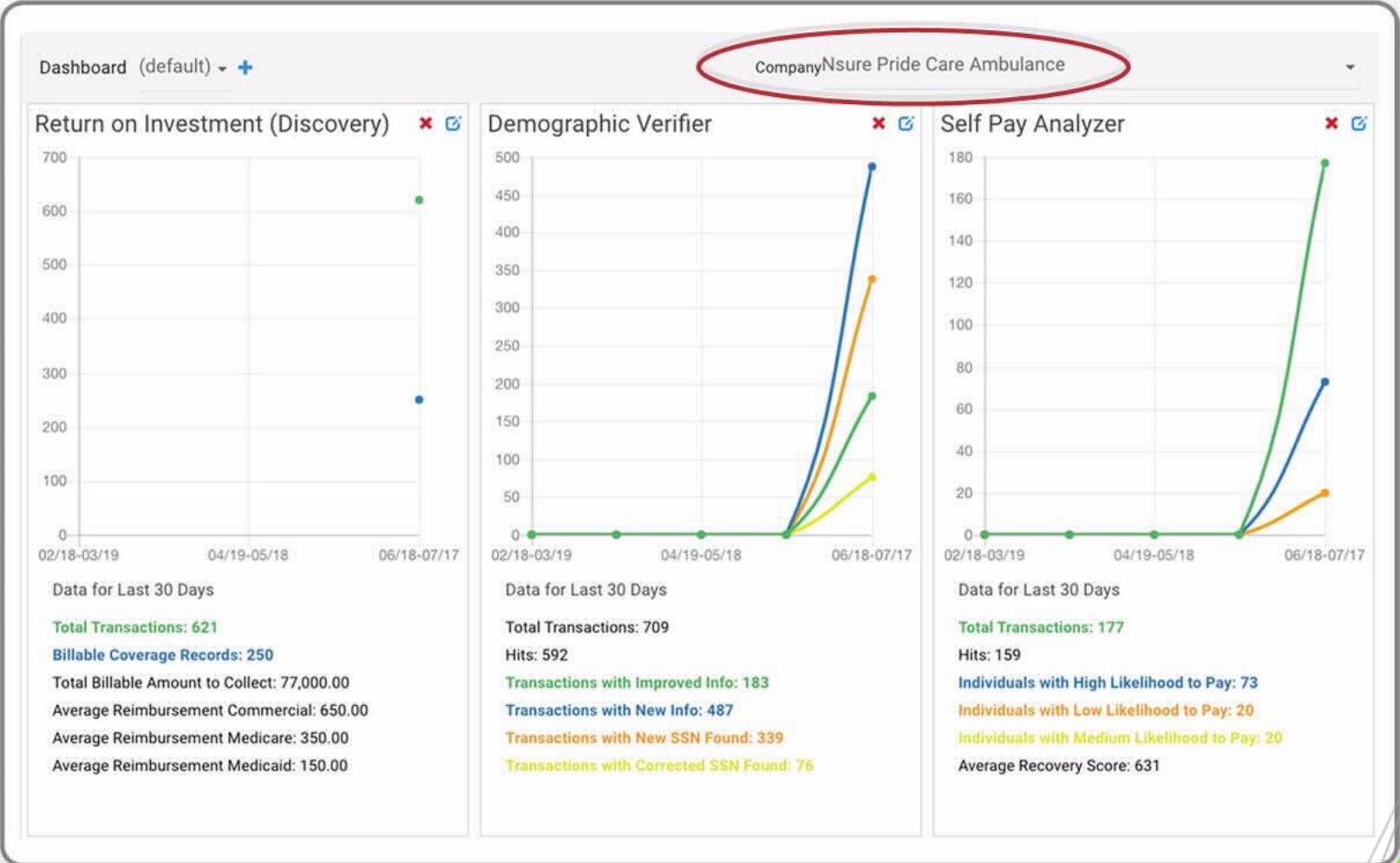




Insurance Discovery: 40%

Demographic Verification: 83%

Additional Revenue: \$77,000

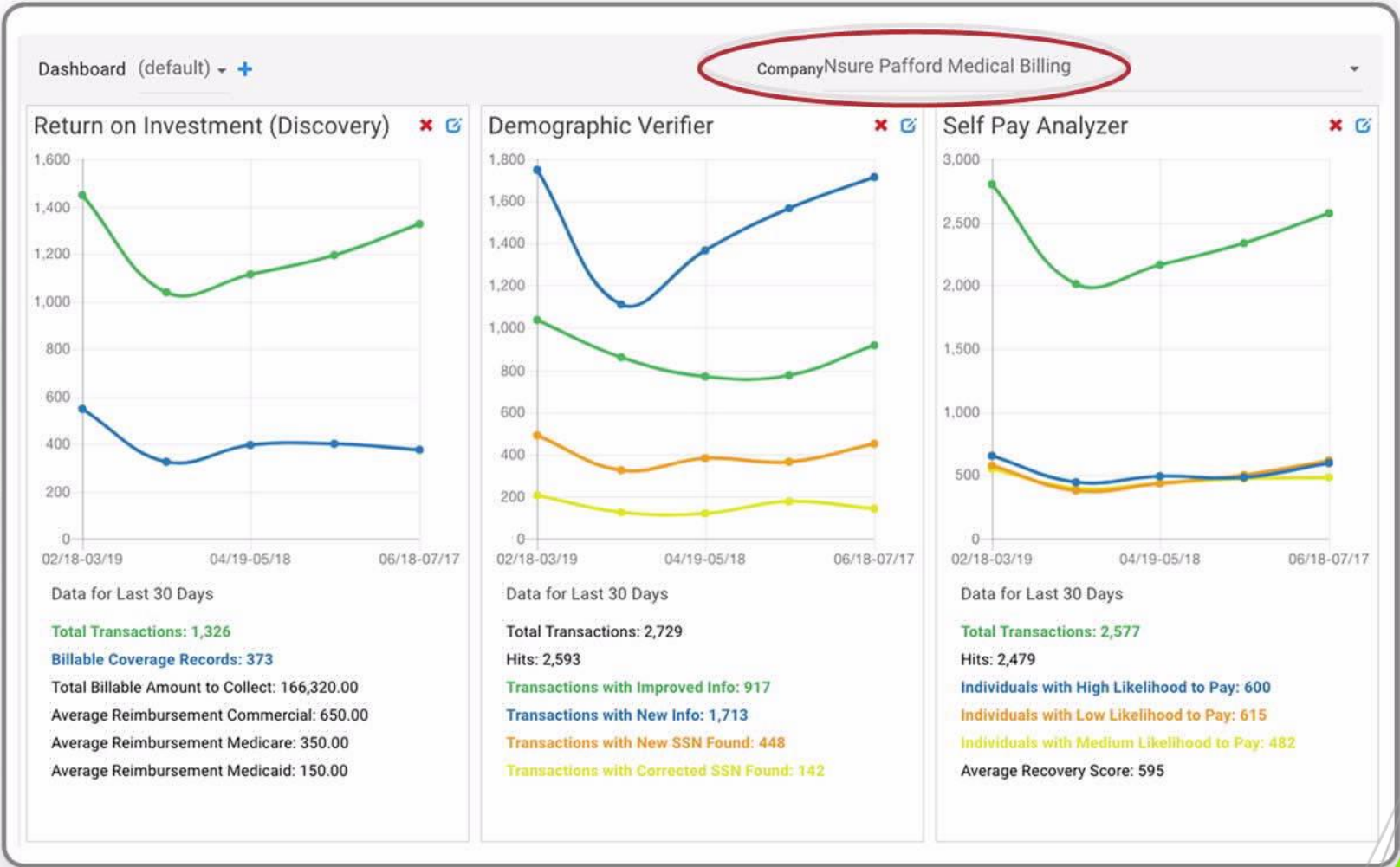




Insurance Discovery: 28%

Demographic Verification: 95%

Additional Revenue: \$166,320



**“Nsure is essential to our pre-billing process,
with some clients seeing a 20% reduction in self-pay.”**

“

20% Reduction In Self-Pay

Nsure is essential to our pre-billing and pre-collections process, with some clients seeing a 20% reduction in self-pay claims since Nsure has been implemented. Nsure has been invaluable in our efforts to maximize revenues for our clients.



Galen Perkins - Owner
ECP Services

“

More Than Offset Fees

We've been able to find multiple patients and insurance information that has been able to more than offset the Nsure fees. We have found it has been a worthwhile product.



Nancy Oliver - Billing Director
Wells Country EMS



“I can’t imagine going back to our old process.”

“

Saved Countless Hours

Nsure has saved our pre-billing staff countless hours tracking down missing documentation from hospitals and our clients alike.

I honestly can't imagine going back to our old process.



Robert Rodrigues - Chief Compliance
EMS Billing Specialist

“

User-Friendly And Reliable

Nsure has allowed us to gather patient demographic information and secure insurance payments we would not have access to otherwise.

Their web portal is user-friendly and very reliable.



Matthew Knight - President & CEO
Emergency Medical Transport

“Easy-to-use”



Julie Jolley <julie@healthclaimsplus.com>

Mar 6



to me, Brandy ▾

Hi Michael – so sorry but this was lost within my Inbox – if it’s not too late here’s some feedback from us:

The use of Nsure within our daily activities has proven to be an effective way to increase our productivity and outcomes. We also found it easy-to-use.

Thanks,

Julie Jolley



Health Claims Plus

Julie@hcptx.com

🌱 Please consider your environmental responsibility before printing this e-mail

“These numbers look very promising”



Drew Chesney (WTRS) <gchesney@wtrs.org>

Mar 20



to me, Ellen ▾

Hi Michael,

Thank you for the update. These numbers look very promising and I am looking forward to seeing how this works out.



“I have had great results so far”



Galen Perkins <gperkins@ecpsvcs.com>

9/11/17



to me ▾

Hi Mike,

I would definitely be interested in providing a positive reference. The interface is easy to use and I have had great results so far.

Thank you very much for crediting the transactions, I really appreciate you working with me.

Thanks,

Galen

Contact Our Clients

Trans Care Ambulance (Private EMS)

Debbie Gosnell – Vice President
(217) 251-8017
dgosnell@trans-care.com

Delta Ambulance (Private EMS)

Jaye La Croix - Director
(207) 861-4239
j.lacroix@deltaambulance.org

Health Claims Plus (EMS Billing)

Julie Jolley - Owner
Brandy Goodwin - Executive Director
(936) 334-9701
julie@healthclaimsplus.com brandy@healthclaimsplus.com

Isle of Wight County (Public EMS)

Inga Johnson – Medical Billing Coordinator
(757) 365-6231
ijohnson@iwus.net

AlphaOne Ambulance (Private EMS)

Grace Martinez – Director of Billing
(916) 635-2011
gracem@alphaoneamb.com



Contact Our Clients

Southern Paramedic Service (Private EMS)

Gary Padget – Owner

(870) 734-3366

gpadget@southernparamedic.com

Ventura EMS (Private EMS)

Joshua Polk – Billing Manager

(936) 228-3400

josh@ventura.com

Pride Care Ambulance / Traumasoft (Private EMS)

Marie Eisbrenner, Executive Assistant

(269) 366-3060 x2053

marie@traumasoft.com

Mission Ambulance (Private EMS)

Hugo Winstead – Billing Manager

(800) 899-9100

hwinstead@missionambulance.com

Hunter Ambulance (Private EMS)

Amit Malik – IT Director

(516) 371-0870 x246

amitm@hunterambulance.com



Contact Our Clients

Express Billing, Inc. (EMS Billing)

Sarah Villery Burton – Owner
(832) 875-7538

Abingdon Ambulance (Private EMS)

Amy Turner – Billing Manager
(276) 628-8470
aturner@abingdonambulance.com

Physicians Ambulance Service (Private EMS)

Michelle Kiscoe – Director of QI
(216) 823-2100
mkiscoe@physiciansambulance.com

Citywide Ambulance (Private EMS)

Marianna Ortiz – Managing Director
(718) 829-1661
mortiz@citywideambulance.com

ECP Services (EMS Billing)

Galen Perkins - Owner
(414) 839-6704
gperkins@ecpsvcs.com



Contact Our Clients

Stat Southcoast EMS (Private EMS)

Tracy Violette – Billing Manager
(508) 997-0707 x 127
tviolette@southcoastems.com

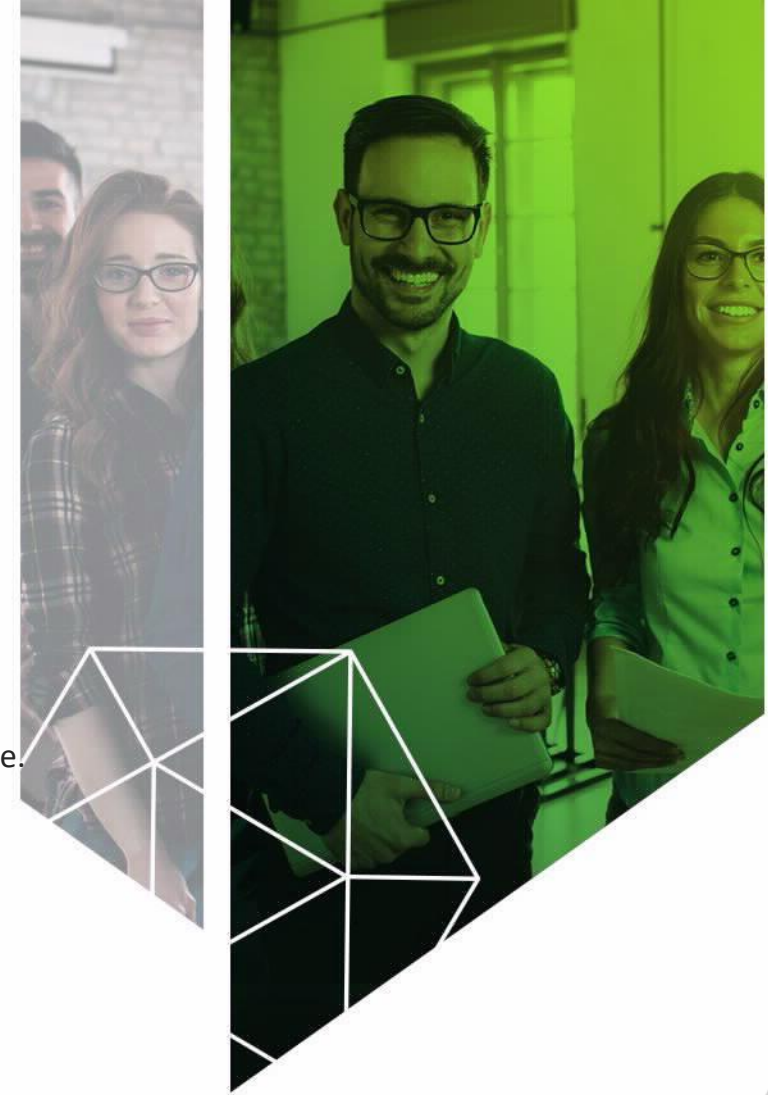
TransMedic-McAlphin (EMS Billing)

Beth Newman– Billing Manager
(651) 789-3042
beth@transmedic-mn.com



By partnering with us you will...

- ✓ Capture retroactive Medicaid plans
- ✓ Afford new equipment
- ✓ Provide better care to patients
- ✓ Increase your revenue by 5-15%
- ✓ Reduce payroll costs
- ✓ Reduce statement costs
- ✓ Reduce returned mail by 60%
- ✓ Avoid deductibles entirely
- ✓ Focus time and money on the right patients
- ✓ Accelerate cash flow / GET YOUR MONEY FASTER
- ✓ Never pay a bad-debt firm what they don't deserve!
- ✓ Automate pre-billing insurance verification from one location / Never go to multiple payer websites again!
- ✓ Spike your collections over the next 60-days by locating historical self-pay with active insurance coverage.
- ✓ Free up time to focus on more profitable tasks, Ex. following up with payers
- ✓ Experience a 15-45% reduction in post-effort self-pay by locating active primary and secondary insurance.





ANNUAL CLAIMS:

12,600

POST-EFFORT SELF-PAY:

44.69%

AVERAGE
REIMBURSEMENT:

\$200

Insurance Discovery Projection

ADDITIONAL REVENUE

30%:

\$337,856

40%:

\$450,475

50%:

\$563,094

Every year **\$450,475** is being thrown away due to missing documentation!

Tens of thousands are spent every month by companies trying to lower self-pay

- ✓ Early Out Firms
- ✓ Multiple Eligibility Checks
- ✓ Bad-Debt Firms
- ✓ Inefficient demographic tools
- ✓ Additional pre-billers
- ✓ Documentation Training



But we will be giving you all off this...

 Deductible Management

 Demographic Verification

 Insurance Discovery

 Insurance Verification

 Self-Pay Analyzer

 Retroactive Medicaid



Unlimited Users



Unlimited NPIs



Unlimited Support



Unlimited Reporting



Unlimited Reviews

Demographic
Verification (DV)

\$ 0.99

Insurance
Verification (IV)

\$ 0.30

Insurance
Discovery (ID)

\$ 3.99

Retro
Medicaid (RM)

\$ 0.30

Deductible
Management (DM)

10%

Self-Pay
Analyzer (SPA)

\$ 0.99

But, if you sign up by **10/31/2021**

One-Time
Implementation Fee

\$899

Monthly Subscription Fee
(50 DV, 600 IV, 50 ID,)

\$899

RETAIL

DISCOUNT

100% DISCOUNT

\$0

16% DISCOUNT

\$759

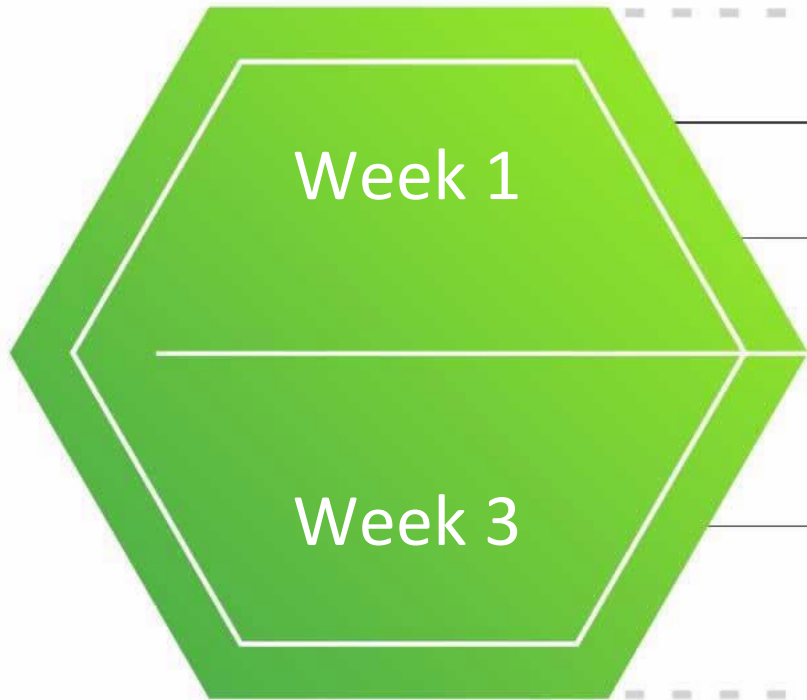
2 MONTHS RISK-FREE **RESULTS OR YOUR MONEY BACK**

Licensor or Licensee may terminate this Agreement during the first sixty (60) days of the initial two-year term, with or without cause, by providing the other party written notice of its intent to cancel the Agreement.

60-DAYS RISK-FREE

Licensor shall cancel any and all invoices sent to Licensee and refund any and all fees paid to Licensor in the event that Licensee is unable to offset the first subscription fee from active, billable insurance coverage uncovered during the initial clean-up batch.

Getting started is easy...



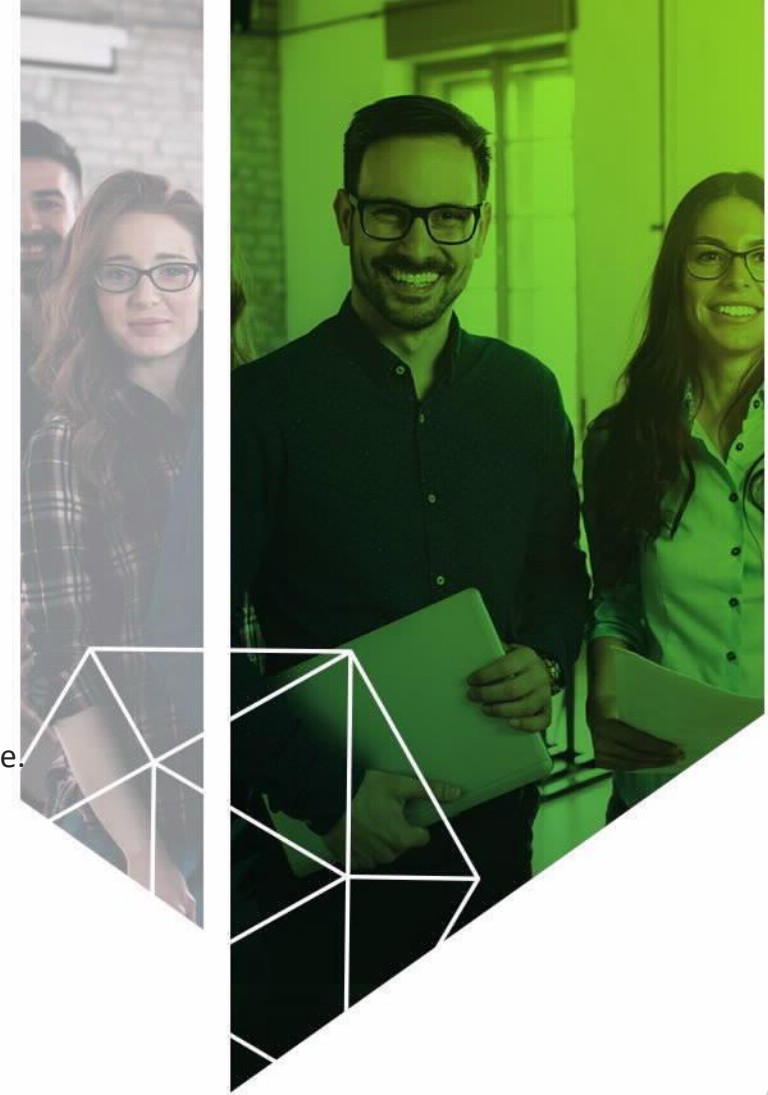
Agreement	15 minutes
Implementation Form	15 minutes
Compile First Batch	TBD
Attend Portal Training	75 minutes
Review Batch	15 minutes

Total Time Investment: **2 hours**

*On average, once the implementation form is turned in to Nsure, it takes two weeks for the system to be live. This time counts against the 60-day grace period. Therefore, you have about 45-days once the system is live to use the remainder of the grace period.

By partnering with us you will...

- ✓ Capture retroactive Medicaid plans
- ✓ Afford new equipment
- ✓ Provide better care to patients
- ✓ Increase your revenue by 5-15%
- ✓ Reduce payroll costs
- ✓ Reduce statement costs
- ✓ Reduce returned mail by 60%
- ✓ Avoid deductibles entirely
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- ✓ Free up time to focus on more profitable tasks, Ex. following up with payers
- ✓ Experience a 15-45% reduction in post-effort self-pay by locating active primary and secondary insurance.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: October 14, 2022

MEETING DATE: October 17, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and possible action on items discussed in closed session relating to the pending litigation City of Pharr v. N. Cage Foods, LLC et. al., in the 92nd Judicial District Court of Hidalgo County, Cause No. C-0078-21-A; and Xoticas Rio Grande Valley, L.P. v. City of Pharr et al; in the United States District Court for the Southern District of Texas Laredo Division, Civil Action No. 5:21-CV-00120.

Classification: Closed Session

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

Issue: Closed session

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: Attorney client consultation pursuant to Section 551.071

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 10/14/2022
Approved - 10/14/2022
Final Approval - 10/14/2022