

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MARCH 6, 2023**

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 Laura Nassri Warren Day. (ADMINISTRATION)

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. 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) City Engineer's Report.
- B) City Events of Interest.

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

A) Approval of Minutes for February 20, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas *(3rd and Final Reading)*. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-42 Rental of City Facilities *(3rd and Final Reading)*. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, on letter of support to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) in support of their application for their Rio Grande Valley Regional Transit Authority Feasibility Study (RGV RTA Feasibility Study) application under the Federal Transit Administration's Areas of Persistent Poverty Grant Program (AoPP). **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, authorizing the City Manager to advertise for bids for the Downtown Park Statue. **This item supports QL - Quality of Life.** (ENGINEERING)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance creating the Pharr Health Department *(1st Reading)*. **This item supports SE - Service Excellence.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution authorizing emergency hiring in Parks and Recreation Department, Public Safety Communications Department, Emergency Medical Services Department, Police and Fire Departments. **This item supports SSC - Safe and Secure Community.** (HR)

AGENDA REGULAR MEETING
March 6, 2023

C) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, on Resolution supporting adoption and approval of Texas Term Sheet for Opioid Settlement Proceeds. **This item supports SG - Sound Governance and Fiscal Sustainability.** (LEGAL)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on contract for election services between the City of Pharr and the Hidalgo County Elections Administrator. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Agreement with Pyro Shows of Texas for the fireworks display for City of Pharr Independence Day Celebration on Saturday, July 1, 2023 in the amount of \$40,000.00. **This item supports QL - Quality of Life.** (FIRE)

C) Consideration and action, if any, on Amendment Number 1 in the amount of \$6,500 to the Professional Engineering Services Agreement with Halff Associates, Inc. for the City of Pharr Pedestrian Safety & Wellness Plan. **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, on lease agreement with Trinity Episcopal Church of Pharr. **This item supports QL - Quality of Life.** (ADMINISTRATION)

E) Consideration and action, if any, authorizing City Manager to award Request for Proposals (RFP) for Marketing Services for TeamPharr.net to DeSaro Rodriguez, LLC from McAllen, Texas. **This item supports IF - Infrastructure.** (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with Frontier Direct Care for employee healthcare benefits. **This item supports QL - Quality of Life.** (HR)

AGENDA REGULAR MEETING

March 6, 2023

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

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

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

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

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

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

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

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

10. ADJOURNMENT:

AGENDA REGULAR MEETING
March 6, 2023

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 3rd day of March 2023 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 3rd day of March 2023


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, Laura Nassri Warren was born in Ciudad Juarez Chihuahua, Mexico, and is the second child of a Lebanese family well-known for their transportation companies throughout Mexico and South America; and

WHEREAS, Laura Warren first became a licensed architect in Mexico and South America in 1992, then in the United States in 2003. In 2004, she founded The Warren Group Architects, Inc., a binationally certified firm providing design and project management services throughout Texas, Mexico, and South America; and

WHEREAS, Laura Warren received a Bachelor of Architecture and Building Science from Universidad Autonoma de Ciudad Juarez, received post-graduate studies at the Birmingham Studios of Auburn University, and in 2021, Post Graduate Executive Education at Stanford Graduate School of Business; and

WHEREAS, Laura Warren was appointed by Governor Abbot as a Commission Member for the Finance Commission of Texas and the Texas Financial Education Endowment Board, also serves as a Board Member for the City of Pharr's Greater Pharr Chamber of Commerce, and has served as former president of the International Women's Board of the University of Texas Rio Grande Valley and the first woman president of the McAllen South Rotary; and

WHEREAS, Laura Warren is a member of the American Institute of Architects, its LRGV Chapter and the Texas Society of Architects. As an architect, Warren continues to provide award-winning designs for companies worldwide who are planning and establishing manufacturing, healthcare, and governmental facilities in Texas, Mexico, and South America; and

WHEREAS, Laura Warren was recently named Architect of the Year and awarded Project of the Year by the Texas Society of Professional Engineers and National Society of Professional Engineers, and the American Society of Civil Engineers; and

WHEREAS, Laura Warren's work can be seen worldwide, we are proud she has left her distinctive mark on our very own City of Pharr buildings including Pharr One, Development and Research Center, and the City's state-of-the-art Natatorium; and

WHEREAS, in addition to maintaining a successful career, Laura Warren has devoted herself to volunteering in different organizations, including Easter Seals, aimed implementing programs for children with disabilities.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf the City Commission, do hereby proclaim the 6th day of March 2023 as:

"Laura Nassri Warren Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 6th day of March 2023.

CITY OF PHARR

ATTEST:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 2, 2023

MEETING DATE: March 6, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report.

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
City Management Office

Created/Initiated - 3/2/2023
Final Approval - 3/3/2023



Report on Capital Improvement Project Activity Construction - March 2023

City Engineer – Ruben Alfaro, PE
Monday, March 6, 2023



Pharr
Engineering



City Engineers Report

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC
April 02, 2023, *2nd BSIF Exit*)
Time to Date: 877 (94%)
Contract Amount: \$7,946,724.38
Change Orders: \$550,940.01
Current Contract: \$8,497,664.39
Placed to Date: \$7,577,297.19 (89%)

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: Final walkthrough with GSA and CBP completed on 02/22/23.

Next Step: The contractor will work on punch list items towards a completion date of **March 15th 2023**. Additional delay expected due to issue with incorrect metal paneling color. Contractor has ordered the correct panels.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit (1/1)*



Pharr
Engineering



CONSTRUCTION



Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 541 (451%)
Contract Amount: \$1,494,704.00
Change Orders: \$0.00
Current Contract: \$1,494,704.00
Placed to Date: \$1,100,896.00 (74%)
Status: Contractor has completed the perimeter fence.
Next Step: Contractor will continue to work within the footprint of the lift station completing the electrical work.



Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Lift Station No. 30 (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)

Contract Time: 120+112 (ETC TBD)

Time to Date: 206 (89%)

Contract Amount: \$314,717.70

Change Orders: \$0.00

Current Contract: \$314,717.70

Placed to Date: \$22,572.00 (7%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor has completed lime treatment on subgrade.

Next Step: Contractor will continue to work on flexible base followed by curb and gutter construction.

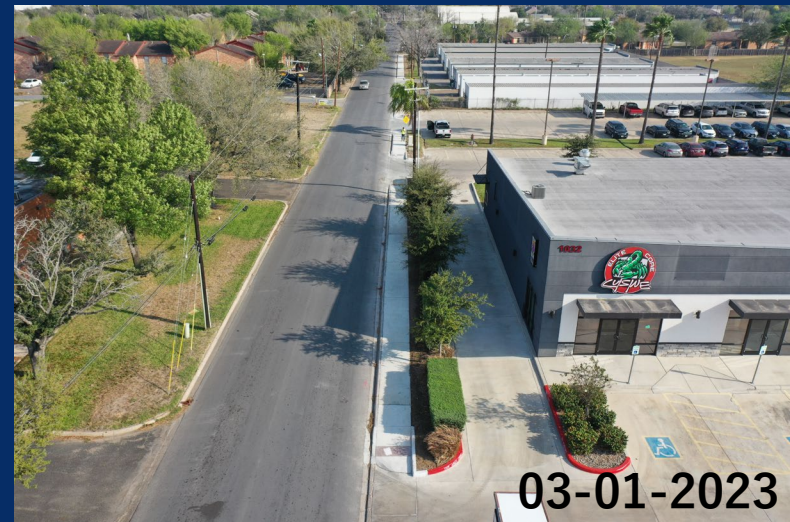


N. Fir Ave. Paving Improvements (1/1)

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 316 Days
Time to Date: 30 Days (9%)
Contract Amount: \$2,325,300.55
Change Orders: \$0.00
Current Contract: \$2,325,300.55
Placed to Date: \$46,918.00 (2%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor working on sidewalks for "Aida Escobar" and Pepe Salinas Civic Center.
Next Step: Contractor will continue to work on City of Pharr locations.



PSJA Tri-City Pedestrian Safety Improvements Phase I (1/1)



Pharr
Engineering



CONSTRUCTION



Report on Capital Improvement Project Activity Design - March 2023

City Engineer – Ruben Alfaro, PE
Monday, March 6, 2023



Pharr
Engineering



City Engineers Report

PROJECT SCHEDULE

- ✓ **12/15/2020** Engineering agreement executed
- ✓ **03/22/2021** Original AFA (CSJ ending -363) executed (limits of Rancho Blanco to Military, Phase II)
- ✓ **05/06/2022** Environmental clearance received
- ✓ **11/07/2022** Approved to acquire right-of-way
- ✓ **01/12/2023** Phase III accepted into the final program of projects for the Texas Federal Lands Access Program (FLAP)
- ☐ **04/01/2023** 95% Submittal to TxDOT
- ☐ **08/00/2023** Bid Opening
- ☐ **09/00/2023** Commence Construction
- ☐ **09/00/2025+** Complete Construction

RECENT ACTIVITY

- ☐ **02/13/2023** EDC application approved for the three CSJs.
- ☐ **ONGOING** ROW acquisition

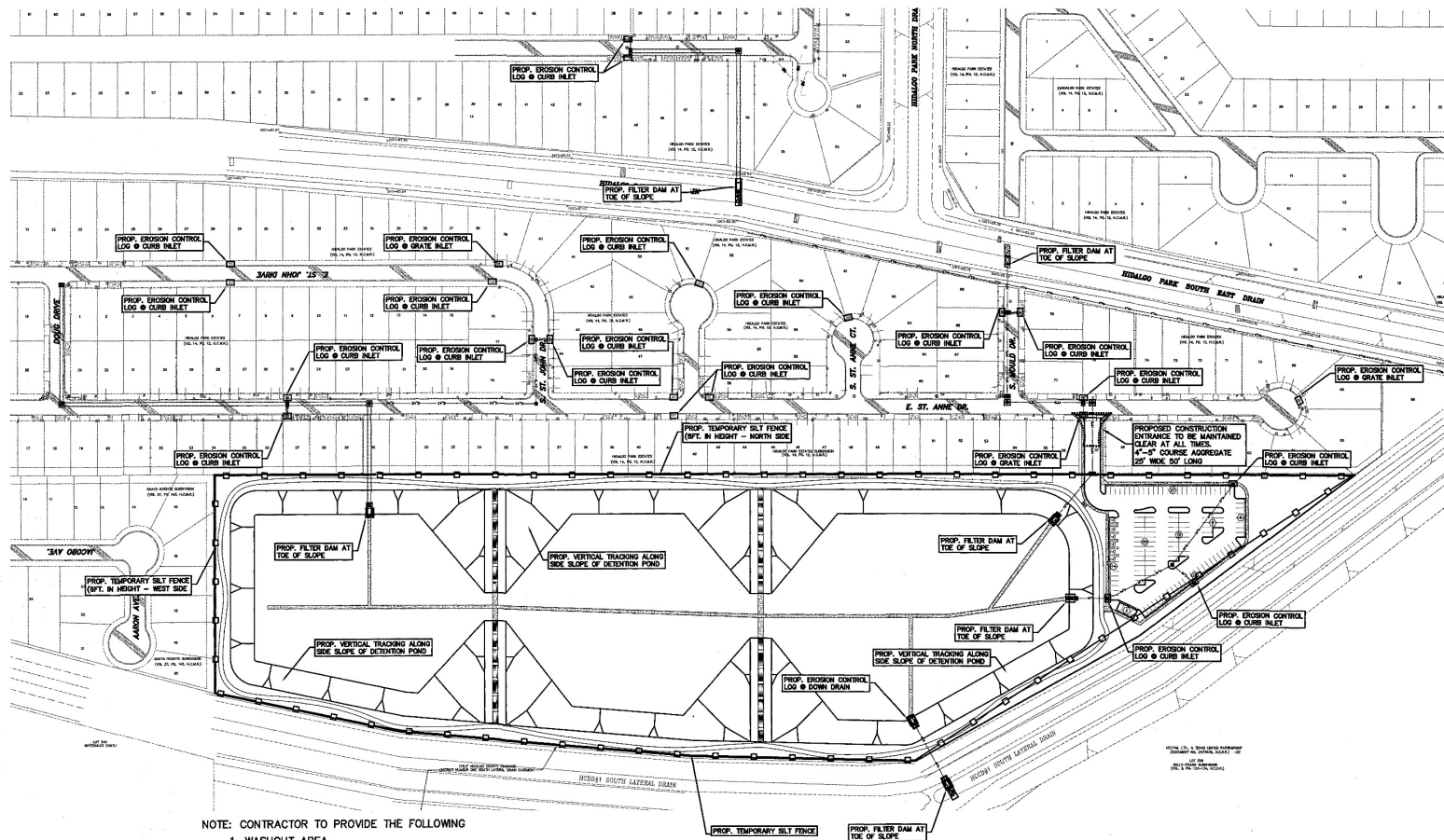
**Project schedule is subject to change*

I Road / Hike & Bike



Pharr
Engineering





NOTE: CONTRACTOR TO PROVIDE THE FOLLOWING

1. WASHOUT AREA
2. MATERIAL STORAGE AREA
3. FUEL AND CHEMICAL STORAGE AREA
4. SWOP, NOI AND NOT SHALL BE SUBSIDIARY TO EROSION CONTROL.
5. DUST CONTROL SHALL BE SUBSIDIARY TO EROSION CONTROL.

SCALE: 1" = 100'
 BASE OF BEARING:
 TEXAS STATE PLANE
 COORDINATE SYSTEM
 NAD, 83 SOUTH ZONE

South Regional Detention Facility (RDF) Phase I



Pharr
 Engineering



PROJECT SCHEDULE

- ✓ **02/08/2021** Engineering agreement executed
- ✓ **03/22/2021** Commenced environmental work
- ✓ **02/16/2023** Submitted Environmental Data Form (EDF) to TWDB (45 days review and approval)
- ❑ **02/20/2023** Submitted Engineering Feasibility Report (EFR) to TWDB (45 days review and approval) (EFR completed 05/27/2022)
- ❑ **03/13/2023** Submit Plans and Specifications to TWDB (45 days review and approval)
- ❑ **May 2023** Advertise for bids
- ❑ **June 2023** Award contract
- ❑ **July 2023** Commence construction
- ❑ **August 2024** Complete construction

RECENT ACTIVITY

- ❑ **02/03/2023** Received corrected plans (100%)
- ❑ **02/16/2023** Environmental documents submitted to the TWDB

**Project schedule is subject to change*

South Regional Detention Facility (RDF) Phase I



Pharr
Engineering





DEPARTMENT MISSION STATEMENT

“To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services.”



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED:

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: City Events of Interest.

Classification: Regular

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

Issue: City Manager's Reports.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 2, 2023

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for February 20, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Minutes for meeting held on Monday, February 20, 2023 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 3/2/2023
Final Approval - 3/3/2023

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, FEBRUARY 20, 2023
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, February 20, 2023 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez

STAFF PRESENT: Anali Alanis, Interim City Manager
Ed Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Juan Villescascas, Municipal Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, OSE Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Ben Martinez, Asst. E.M.S. Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

MINUTES: REGULAR CALLED MEETING
February 20, 2023

Comm. Guajardo moved to excuse the absent member. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Mayor Pro Tem Chavez was not present at the time of roll call but arrived at 4:05 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Kimberly Mendoza, Dev. Services Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING FEBRUARY 20, 2023 AS PHARR MEMORIAL LIBRARY DAY (LIBRARY)

Adolfo Garcia, Library Director, introduced Library staff and board members that were present. He further announced the Municipal Library received the 2022 Achievement of Excellence in Libraries Award from the Texas Municipal Library Directors Association. He stated of the 542 public library systems in Texas, the Pharr Memorial Library was one of only 73 that have earned this prestigious award.

At this time, Olga Cardoza, Library Board Member, extended an invitation to everyone to attend the Dr. Seuss Birthday Party on March 2, 2023 and thanked the Commission for the recognition.

Mayor Pro Tem Daniel Chavez read proclamation proclaiming February 20, 2023 as Pharr Memorial Library Day and encouraged all residents to visit the library and enjoy the many programs and services offered. Library Director Adolfo Garcia, Library board members and staff received the proclamation.

ITEM 3. PUBLIC TESTIMONY

Esteban Cardenas spoke on agenda item 8.A and voiced his concerns with the use of automatic license plate readers. He also provided some recommendations for police use.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR FEBRUARY 2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Anali Alanis, Interim City Manager, introduced the item and briefly stated the City of Pharr was ranked number 8 and showed an increase of 2.11% year-to-date true growth compared to last year. She further stated report was in their packet and questions could be entertained at this time.

B) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, announced the City of Pharr and UTRGV will co-host the 2023 Western Athletic Conference (WAC) Swimming and Diving Championships on February 22-25, 2023 at the Pharr Natatorium. She stated this was a ticketed event and it was the second time it would take place in the Rio Grande Valley.

Anali Alanis, Interim City Manager, reported the building and Code Compliance Department would be hosting a block party on Thursday, February 23, 2023 from 5:30 p.m. to 7:00 p.m. at Jones Box Park. She extended an invitation to the public to attend to learn more about different departments in the City of Pharr and how each can help them resolve issues.

Anali Alanis, Interim City Manager, further reported the Grater Pharr Chamber of Commerce and Fazoli's would be hosting the National Strawberry Day Market on Saturday, February 25, 2023 next to Costco in Pharr from 9:00 a.m. to 1:00 p.m. She further reported the Walk with the Mayor event would take place on Wednesday, March 1, 2023 at 4:00 p.m. at the PSJA Stadium and extended an invitation to everyone to attend.

Anali Alanis, Interim City Manager, also reported the Dr. Seuss Birthday Party would take place on Thursday, March 2, 2023 from 6:00 p.m. to 8:00 p.m. at the Development and Research Center. She stated there would be a raffle, story time, free books, crafts, and snacks.

Anali Alanis, Interim City Manager, reminded the public about the Pharr Warrior Race on Saturday, March 4, 2023 at the Pharr Natatorium, and the 17th Annual St. Patrick's 5K run/walk on Saturday, March 18, 2023.

Alani Alanis, Interim City Manager, announced the HOLI Pharr festival of color would take place on Saturday, March 4, 2023 from 4:00 p.m. to 6:00 p.m. at Allen & William Arnold City/School Park at 615 W. Eldora Road in Pharr. She stated the

MINUTES: REGULAR CALLED MEETING

February 20, 2023

recommended dress code was white attire because they would be doing their ritual of colors.

Anali Alanis, Interim City Manager, also reminded the public about the upcoming Community Police Academy beginning Tuesday, March 21, 2023 and the Youth Community Police Academy beginning on Wednesday, March 22, 2023.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR FEBRUARY 6, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**
- B) 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 17.425 ACRES OF LAND, MORE OR LESS, OUT OF LOTS 6 AND 7, OUT OF THE RE-SUBDIVISION OF CLOSER SUBDIVISION, GENERALLY LOCATED ON THE NORTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND EAST MILITARY HIGHWAY, EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS. (3RD AND FINAL READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A 30 FT. BY 633.97 FT. STREET RIGHT-OF-WAY, CONSISTING OF 0.437 OF AN ACRE (19,019.10 SQUARE FEET) LOCATED ON THE EAST SIDE OF LOT 1, PHARR LOGISTICS CENTER PHASE I SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (2ND READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2019-42 RENTAL OF CITY FACILITIES (2ND READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)**
- E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ARISE ADELANTE FOR POLICE AND FIRE DEPARTMENTS' ASSISTANCE DURING THEIR INTERNATIONAL WOMEN'S DAY MARCH AND CELEBRATION ON WEDNESDAY, MARCH 8, 2023. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)**
- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE SOUTH REGIONAL DETENTION FACILITY. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

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

1. CHIPOTLE TEXAS, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRES, MORE OR LESS, OUT OF REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISIONS, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-1. CUP#160942 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

2. STEFANO'S PIZZA EXPRESS REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.06 ACRES, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-3. CUP#190536 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. Medina seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2023-07 is filed with the City Clerk's Office.

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE DONATION OF CITY-OWNED EMERGENCY MEDICAL SERVICES EQUIPMENT FOR INSTRUCTIONAL PURPOSES TO THE BEN BOLT-PALITO BLANCO INDEPENDENT SCHOOL DISTRICT EMERGENCY MEDICAL TECHNICIAN PROGRAM. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (EMERGENCY MEDICAL SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2023-11 is filed with the City Clerk's office

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING PHARR POLICE DEPARTMENT TO PURCHASE FOUR (4) LICENSE PLATE READER (LPR) TRAILERS TO INCLUDE VIGILANT SOFTWARE AND TRAINING FOR

**POLICE STAFF UNDER OPERATION STONEGARDEN GRANT PROGRAM
#3173107. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY
(POLICE)**

Anali Alanis, Interim City Manager, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Carrillo seconded the motion.

Comm. Medina asked staff what the negative impact was. Juan Gonzalez, Police Chief, briefly explained the item was a homeland security grant to enhance enforcement efforts along the ingress and egress leading from the US Mexico border and into the interior of the United States. He further stated these would be used to monitor criminal activity and follow up with investigations.

Comm. Carrillo voiced his concern with adverse impact and called upon Esteban Cardenas. Mr. Cardenas approached the podium and went over recommendations on the implementation of automatic license plate readers. He stated law enforcement should periodically conduct audits to protect against disparate treatment on communities and insure effective safeguards.

There being no further comments, the motion was put to a vote, and it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING PHARR PUBLIC UTILITIES TO PURCHASE TWO (2) NEW SUBMERSIBLE PUMPS FROM LEWIS ELECTRIC MOTORS IN THE AMOUNT OF \$53,581.50. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PUBLIC UTILITIES)

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 IN THE AMOUNT OF \$598,863.20 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH COBB FENDLEY & ASSOCIATES, INC. FOR THE CITY-WIDE FIBER OPTIC PROJECT, TEAMPHARR.NET FOR ADDITIONAL SCOPE OF WORK (TABLED). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)

Anali Alanis, Interim City Manager, introduced the item and recommended the item be untabled.

MINUTES: REGULAR CALLED MEETING
February 20, 2023

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

Anali Alanis, Interim City Manager, stated no action would be taken at this time.

- B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 WITH ASAGO CONSTRUCTION, LLC, IN THE AMOUNT OF \$1,677.44 FOR THE PSJA TRI-CITY SIDEWALK SAFETY IMPROVEMENTS PROJECT PHASE I (CSJ# 0921-02-391). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Anali Alanis, Interim City Manager, 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 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$32,610.00, RELEASE OF FINAL PAYMENT AND RETAINAGE \$132,611.70, AND ACCEPTANCE OF THE CITY OF PHARR NORTHSIDE COMMUNITY CENTER PHASE I & II AS COMPLETE (PROJECT #1920-01-510-C012-001). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Anali Alanis, Interim City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH HIDALGO COUNTY AND THE CITY OF PHARR FOR LIBRARY SERVICES FOR COUNTY CALENDAR YEAR 2023. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (LIBRARY)**

Anali Alanis, Interim City Manager, 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, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BARTON-GARCIA ADVISORS, LLC. FOR CONSULTING, MANAGEMENT, IMPLEMENTATION AND COMPLIANCE OF TEAMPHARR.NET METHODIST HEALTHCARE MINISTRIES AWARDED TRAINING PROGRAM GRANT WITH OUTSIDE PARTNERS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)**

Anali Alanis, Interim City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
February 20, 2023

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF PHARR AND THE CITY OF SAN JUAN FOR AMBULANCE SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

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

At this time, Mayor Pro Tem Chavez stated they would go 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

The time being 4:25 p.m., Mayor Pro Tem Chavez 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 4:46 p.m., Mayor Pro Tem Chavez stated the commission would be resuming the open meeting.

ITEM 12. ADJOURNMENT

At this time, Anali Alanis, Interim City Manager, called upon Mayra Gomez, new Purchasing Director. Ms. Gomez introduced herself and thanked the City of Pharr for the opportunity.

Maria Rangel, Assistant City Engineer, briefly reported a second survey for the pedestrian safety and wellness project was available. She stated the City was seeking community feedback and encouraged residents to take part and voice their opinions.

MINUTES: REGULAR CALLED MEETING

February 20, 2023

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:49 p.m.

CITY OF PHARR

DANIEL CHAVEZ
MAYOR PRO TEM

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 20th DAY OF FEBRUARY 2023 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: February 21, 2023

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas (*3rd and Final Reading*). **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Mr. Adolfo Campero is requesting to abandon a 30 ft. by 633.97 ft. Street Right-of-Way located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Kimberly Mendoza
Patricia Rigney
City Management Office

Created/Initiated - 2/21/2023
Approved - 2/24/2023
Approved - 2/24/2023
Final Approval - 3/3/2023

ORDINANCE NO. O-2023-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND, CLOSE A 30 FT. BY 633.97 FT. STREET RIGHT-OF-WAY, CONSISTING OF 0.437 OF AN ACRE (19,019.10 SQUARE FEET) LOCATED ON THE EAST SIDE OF LOT 1, PHARR LOGISTICS CENTER PHASE I SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 311.007 of the Texas Transportation Code, authorizes home-rule cities to vacate, abandon, or close a street or alley; and

WHEREAS, Section 272.001(b)(2) of the Texas Local Government Code authorizes the conveyance of streets and alleys owned in fee or used by easement to abutting property owners; and

WHEREAS, the City of Pharr has received a request from the sole abutting property owner, Adolfo Campero (the "Requestor") requesting that the City close, vacate, abandon and convey a 30 ft. by 633.97 ft. Street Right-of-Way as more specifically described in Exhibit "A" and Exhibit "B" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the City, after vetting the request and confirming with the respective City departments, has determined that the Property is no longer needed for a public Right-of-Way or any other public purpose and that it is in the public interest to close, vacate, abandon and convey the Property to the Requestor.

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

SECTION 1: That a Street Right-of-Way being 30 ft. by 633.97 ft., consisting of 0.437 of an acre (19,019.10 square feet), located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibit "A" and "Exhibit B" is hereby vacated, and closed as a public Right-of-Way, and abandoned as such.

SECTION 2: SAVINGS CLAUSE.

Except as hereby amended, any provisions of the Code of Ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

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. The effects of this Ordinance shall at all times be in compliance with state, federal, local and other guidelines as directed.

SECTION 4: PUBLICATION.

The City Clerk shall provide for the publication of this Ordinance in the Official newspaper in accordance with the City Charter.

SECTION 5: EFFECTIVE DATE. This Ordinance shall go into effect when passed and approved by the Board of Commissioners following three (3) separate readings.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the __ day of _____, 2023.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of _____, 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of _____, 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

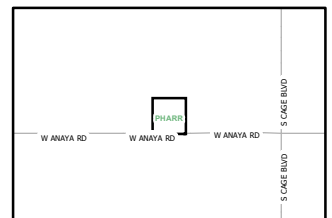
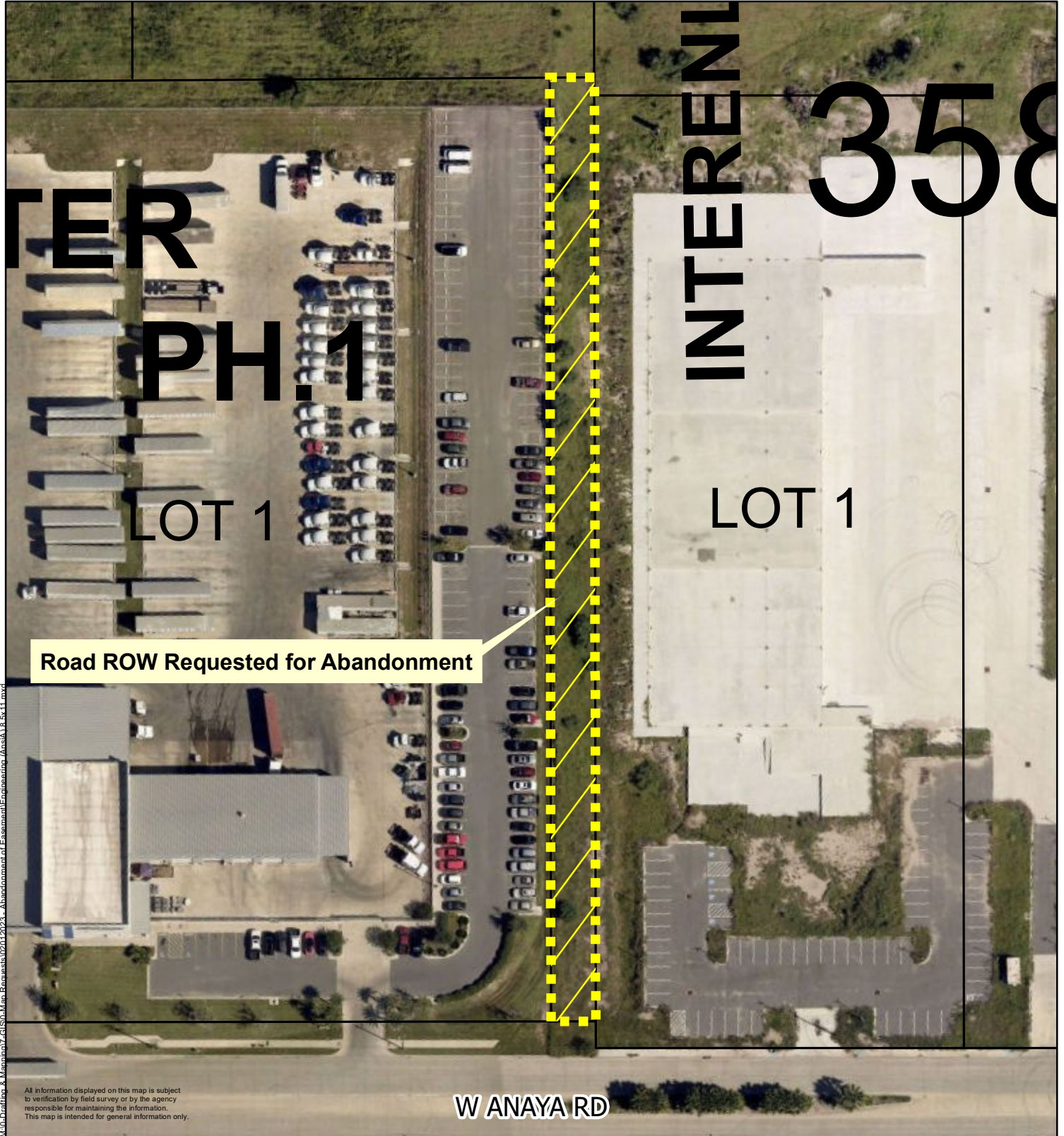


EXHIBIT B
METES AND BOUNDS

A 0.437 ACRE TRACT OF LAND BEING A PART OR PORTION OF PHARR LOGISTICS CENTER PHASE-I SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER 2853302 OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS, SAID 0.437 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF COMMENCEMENT BEING AT A POINT ON THE NORTHEAST CORNER OF LOT 1, PHARR LOGISTICS CENTER PHASE-I SUBDIVISION AND ALSO BEING THE POINT OF BEGINNING AND NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08° 25' 00" WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 633.97' TO A POINT FOR THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 81° 35' 00" WEST, ALONG THE RIGHT OF WAY LINE OF W. ANAYA RD. A DISTANCE OF 30 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 08° 25' 00" EAST, A DISTANCE OF 633.81' TO A POINT FOR THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 81° 53' 52" WEST, ALONG THE NORTH PROPERTY LINE OF LOT 1, A DISTANCE OF 30 FEET TO THE SAID NORTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED AND ALSO BEING THE POINT OF BEGINNING, CONTAINING A TOTAL OF 0.437 ACRES MORE OR LESS.

DISCLAIMER: THESE METES AND BOUNDS WERE PREPARED USING THE EXISTING PLAT FOR PHARR LOGISTICS CENTER PHASE I SUBDIVISION. THE BEARINGS AND DISTANCES WERE NOT CONFIRMED ON-SITE BY A REGISTERED LAND SURVEYOR.

PLAT OF
PHARR LOGISTICS CENTER PHASE I
(A.K.A. CAMPERO SUBD. PHASE I)

A 16.7 ACRES GROSS, 14.58 ACRES NET, TRACT OF LAND BEING PART OR PORTION OF LOT 358, AND LOT 359 KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PHARR LOGISTICS CENTER PHASE I SUBDIVISION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBMITTED HEREIN, TO HEREBY SUBSCRIBE SUCH PROPERTY AN DEED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

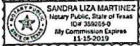
(LOT 3 OWNERSHIP)
ADDOLFO CAMPERO, MANAGER
CAMPERO HOLDINGS COMPANY, LLC
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041
DATE: 4-13-17

(LOT 1 OWNERSHIP)
ADALBERTO CAMPERO, MANAGER
CAMPERO LEGACY PROPERTIES, LLC
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041
DATE: 4-13-17

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED ADDOLFO CAMPERO, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF April, 2017.

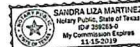


NOTARY PUBLIC
Sandra Liza Martinez

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED ADALBERTO CAMPERO, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF April, 2017.



NOTARY PUBLIC
Sandra Liza Martinez

APPROVAL BY THE CITY OF PHARR PLANNING COMMISSION:
I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY INDEED MY APPROVAL IS REQUIRED.

DATED THIS 30 DAY OF August, 2017

Danny Wylie
CHAIRPERSON, CITY OF PHARR PLANNING & ZONING COMMISSION
DANNY WYLIE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND I HEREBY APPROVE.

Amoroso Hernandez
MAYOR, CITY OF PHARR
DATE: 8/30/17

ATTEST: Maria Rukova
CITY CLERK
DATE: 8/30/17



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

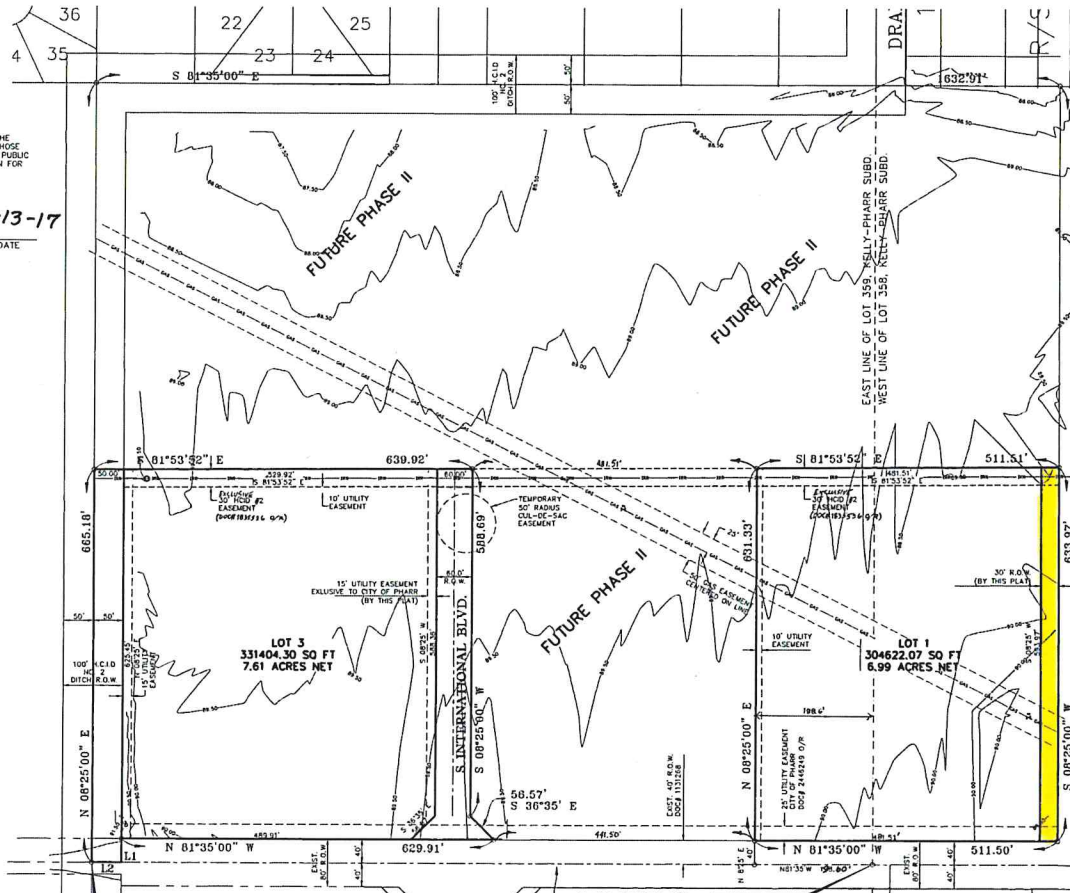
René Barrera
P.E. # 86682
DATE: 4/11/17



STATE OF TEXAS
COUNTY OF HIDALGO

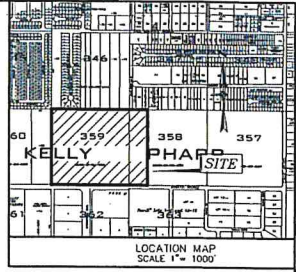
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY. ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

Leo Lozano Rodriguez, Jr.
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00



SCALE: 1"=100'

BASE OF BEARING:
SOUTH PROPERTY LINE OF PHARR
PRODUCE EXISTING SUBDIVISION PHASE
I, AS PER MAP OF PLAT RECORDED IN
DOC. # 23393500 M. H. C.



PHARR LOGISTICS CENTER PHASE I IS LOCATED IN THE CITY OF PHARR, HIDALGO COUNTY, ON THE NORTH SIDE OF THE INTERSECTION OF ANAYA ROAD AND INTERNATIONAL BLVD.
PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 10/18/2016
DATE SURVEYED: 6/3/2016

GENERAL NOTES:

- FLOOD INSURANCE RATING ZONE "0" AREAS BETWEEN LINES OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
- INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 480334 0500 B REVISED: JANUARY 2, 1991
- BOUNDARIES: CITY OF PHARR BL. #1 ELEV. +50.10 IN. 1654553.200, E. 179275.158 LOCATED SOUTHWEST CORNER OF THIS SUBDIVISION AND THE INTERSECTION OF W. ANAYA ROAD AND INTERNATIONAL BLVD.
- SETBACKS: AS PER CITY OF PHARR ORDINANCE
- MINIMUM FINISHED FLOOR ELEVATION: 18 INCHES ABOVE TOP OF CURB AT CENTER OF LOT.
- NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
- NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
- A 5' SIDEWALK, WHEELCHAIR RAMPS, AND LANDSCAPING FOR ADA REQUIREMENT, ARE TO BE CONSTRUCTED WITHIN THE NORTH SIDE OF ANAYA ROAD RIGHT OF WAY AND ALONG BOTH SIDES OF ALL INTERNAL STREETS AT THE SAME TIME OF BUILDING PERMIT STAGE.
- EROSION / SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT TROPICS
- STORM RUNOFF: STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A MINIMUM OF 2,335.00' OF STORMWATER SHALL BE DETAINED ON LOT 1 AND 46,890' OF STORMWATER SHALL BE DETAINED ON LOT 3. AN APPROPRIATE STORMWATER DETENTION PLAN SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
- OWNERS ARE TO MAINTAIN DETENTION AREAS.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAT REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- FENCE IS REQUIRED IF DETENTION POND IS DEEPER THAN 3 FEET.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS AND MAINTENANCE & REPAIRS OF COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED OR THE PROPERTY OWNERS ASSOCIATION.
- OWNERS MUST COMPLY WITH THE TERMS, CONDITIONS, AND ANY ASSESSMENTS OBLIGATIONS SET FORTH IN RECORDED RESTRICTIVE COVENANTS, IF ANY.
- TWO (2) CURB CUTS ON LOT 1, FOR ACCESS FROM ANAYA RD. LOTS 2 AND 3 SHALL BE LIMITED TO ONE (1) EACH.
- OWNER MUST MAINTAIN PERIMETER OF PROPERTY AND R.O.W.
- ALL UNDERGROUND FIRE PROTECTION SYSTEM (FIRE LINE AND FDC LINE) SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER COMPANY.
- REVELOPER SHALL CONSTRUCT FENCE FOR LOT 1 ADJUTING/FRONTING DRAIN DITCH REGARDLESS OF MTD DRAIN IT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S 08°25'00" W
L2	50.00'	N 81°35'00" W

HIDALGO COUNTY IRRIGATION DISTRICT #2
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE 12th DAY OF August, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

Karl Obst
PRESIDENT
ATTEST: Secretaria
SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE (43.211C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT, NO. 1

Leo Lozano Rodriguez, Jr.
REG. E. SEIN, C.E.M.
CHIEF MANAGER
DATE: 8/30/17

METES AND BOUNDS: LOT 1, PHASE I

A 7.43 ACRES GROSS, 6.99 ACRES NET, TRACT OF LAND BEING A PART OR PORTION OF LOT 358, AND LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 7.43 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 358, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID POINT BEING ON THE CENTER LINE OF ANAYA RD.; THENCE, ALONG THE CENTERLINE OF SAID ANAYA RD., NORTH 81°35' WEST, A DISTANCE OF 129.60 FEET TO A NAIL SET FOR A CORNER HEREOF; THENCE, NORTH 08°25' EAST, AT 40.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, NORTH 08°25' EAST, CONTINUING A TOTAL DISTANCE OF 633.33 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°35' WEST, AT 180.80 FEET PASS THE EAST LINE OF SAID LOT 358, AND THE WEST LINE OF SAID LOT 358, KELLY-PHARR SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 511.51 TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08°25' WEST, A DISTANCE OF 633.97 FEET PARALLEL WITH THE EAST LINE OF SAID LOT 358 AND THE WEST LINE OF SAID LOT 358, TO A HALF (1/2) INCH IRON ROD SET ON THE EXISTING NORTH RIGHT OF WAY OF SAID ANAYA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81°35' WEST, A DISTANCE OF 511.50 FEET WITH THE NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD TO THE POINT OF BEGINNING, CONTAINING 7.43 ACRES GROSS, TRACT OF LAND, MORE OR LESS.

METES AND BOUNDS: LOT 3, PHASE I

A 9.27 ACRES GROSS, 7.61 ACRES NET, TRACT OF LAND BEING A PART OR PORTION OF LOT 358, AND LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 9.27 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID POINT BEING ON THE CENTER LINE OF ANAYA RD. AND THE CENTER LINE OF A 100.00 FOOT FRONT OF WAY EASEMENT OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08°25' EAST, AT 40.00 FEET PASS A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD, CONTINUING A TOTAL DISTANCE OF 665.18 FEET WITH THE WEST LINE OF SAID LOT 358, AND THE CENTER LINE OF SAID 100.00 FOOT FRONT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°35' WEST, AT 511.51 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08°25' WEST, AT 580.69 FEET TO A POINT FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 36°35' EAST, AT 56.87 FEET TO THE EXISTING NORTH RIGHT OF WAY OF SAID ANAYA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81°35' WEST, A DISTANCE OF 629.91 FEET WITH THE NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD TO A HALF (1/2) INCH IRON ROD FOUND ON THE EAST RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81°35' WEST, A DISTANCE OF 40.00 FEET WITH THE EAST RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, TO A POINT ON THE SOUTH LINE OF SAID LOT 358, AND THE CENTER LINE OF SAID ANAYA ROAD FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81°35' WEST, A DISTANCE OF 50.00 FEET WITH THE SOUTH LINE OF SAID LOT 358, AND THE CENTER LINE OF SAID ANAYA ROAD TO THE POINT OF BEGINNING, CONTAINING 9.27 ACRES GROSS, TRACT OF LAND, MORE OR LESS.

PRINCIPAL CONTACTS:
NAME ADDRESS CITY & ZIP PHONE FAX
OWNER: ADDOLFO CAMPERO & ADALBERTO CAMPERO 315 CALLE DEL NORTE, STE. 207 LAREDO, TX 78041 956-798-0330 956-798-0399
ENGINEER: RENE BARRERA 6316 N. 10TH ST., BLDG. A McALLEN, TX 78504 956-687-3355 956-687-3355
SURVEYOR: LEO LOZANO RODRIGUEZ P.O. BOX 1830 EDINBURG, TX 78540 956-992-8801



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: February 21, 2023

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-42 Rental of City Facilities (*3rd and Final Reading*). **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: The ordinance is being amended to include the Pharr One Building Facility.

Fiscal Consideration: N/A

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 - 2/21/2023
Approved - 2/21/2023
Approved - 3/2/2023
Final Approval - 3/3/2023

ORDINANCE NO. O-2023-____

**AN ORDINANCE AMENDING ORDINANCE NO. O-2019-42; ESTABLISHING
PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND
ESTABLISHING AN EFFECTIVE DATE**

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

**SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS
FOLLOWS:**

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to one year to the month in advance of the reserved date. Class II and II reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL GOLF COURSE:

Rental Period	Time	Deposit	Rental Rate
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$500.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days

prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.
- d. Advanced reservations.** Reservations will not be accepted more than one year to the month in advance of reserved date.
- e. Class II reservations** will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(2) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. Restricted usage.** No Class I or Class II activities will be allowed. No activity which involves dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday	8 a.m.-10 p.m.	\$50.00	\$375.00
Sunday	8 a.m.-10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- b. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No smoking or alcoholic beverages will be allowed on premises.**

(6) DEVELOPMENT AND RESEARCH CENTER (DRC)

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$80.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$80.00 Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$50.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$50.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned. The minimum rental shall be no less than three hours.

- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**
- d. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(7) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$500.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,100.00	\$1,000.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,100.00	\$1,000.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$600.00	\$500.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,300.00	\$1,100.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,300.00	\$1,100.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$1,000.00	\$600.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$2,000.00	\$1,200.00
	Evening	1:00 p.m. – 1:00 a.m.	\$300.00	\$2,000.00	\$1,500.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$300.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(8) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Sunday-Friday	6 p.m.-12 MID.	\$100.00	\$80.00 Per Hour	\$50.00 Per Hour
Saturday	8 a.m.-1:00 a.m.	\$100.00	\$100.00 per Hour	\$60.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- d. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(9) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (CONFERENCE ROOM A)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$60.00 Per Hour	\$40.00 Per Hour

Available for rental to small groups (Capacity - 63). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(10) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (CONFERENCE ROOM B)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$40.00 Per Hour	\$30.00 Per Hour

Available for rental to small groups (Capacity - 48). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(11) PHARR ONE BUILDING

AREAS	Rental Period/Time	STANDARD	NONPROFIT
Lecture Hall	Mon-Sat 8 AM – 5 PM	\$700	\$500
Conference Room	Mon-Sat 8 AM – 5 PM	\$500	\$300

Lecture Hall is available for rental to accommodate a capacity of 134. Conference Room is available for rental to accommodate a small group of (18). Reservations will not be accepted more than 90 days prior to event date. Rules and guidelines are applicable upon signed agreement. A non-refundable fee of \$100 is required for both areas and must be paid at time of reservation.

- a. **Payment of Rental.** All reservations require a \$100 deposit fee and is nonrefundable if the event is cancelled. The full amount of the rental fee must be paid at least 30 days prior to the date the event.
- b. **Restricted Usage.** Pharr ONE does not accommodate with any food/drinks for any event. No outside catering allowed at the facility. Catering services will be referred to the Park Deli and is not included in any rental fees. **No alcoholic beverages are allowed on the premises.**

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 February, 2023.

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 _____, 2023.

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 _____, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: March 2, 2023

MEETING DATE: March 6, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on letter of support to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) in support of their application for their Rio Grande Valley Regional Transit Authority Feasibility Study (RGV RTA Feasibility Study) application under the Federal Transit Administration's Areas of Persistent Poverty Grant Program (AoPP). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The RGVMPO is applying for a planning grant under the Reconnecting Communities Pilot (RCP) Grant Program for the Business 83 corridor. By approving this letter of commitment, the city of Pharr will become one of the 10 entities to form part of this regional study that will identify opportunities to improve mobility along this corridor. Utilizing this study, the RGVMPO and the City of Pharr can later apply for a Construction Grant under the same program to perform the identified proposed improvements.

Fiscal Consideration: The Rio Grande Valley Metropolitan Planning Organization (RGVMPO) is formally requesting a letter of support for their Rio Grande Valley Regional Transit Authority Feasibility Study (RGV RTA Feasibility Study) application under the Federal Transit Administration's Areas of Persistent Poverty Grant Program (AoPP).

The RGVMPO is applying for a \$500,000 planning study coined the RGV RTA Feasibility Study. The RGVMPO's goal is to conduct a study to assess the potential for regional transit system improvements in areas of persistent poverty, analyze the financial structure(s) of the existing transit agencies, and highlight the potential benefits of a Regional Transit Authority (RTA) for the larger Rio Grande Valley Area.

Staff Recommendation: Staff recommends approval.

Alternatives: Reject letter of support.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
Ruben Alfaro

Created/Initiated - 3/2/2023
Approved - 3/2/2023

Karla Saavedra
Cynthia Garza
Patricia Rigney
City Management Office

Approved - 3/3/2023
Approved - 3/3/2023
Approved - 3/3/2023
Final Approval - 3/3/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

March 6, 2023
Federal Transit Administration
Nuria Fernandez
Office of the Administrator
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Administrator Fernandez,

The City of Pharr, Texas would like to express our full support for the Rio Grande Valley Metropolitan Planning Organization's (RGVMPO) application for the Rio Grande Valley Regional Transit Authority Feasibility Study which is funded under the Federal Transit Administration's Areas of Persistent Poverty (AoPP) Grant Program. The RGVMPO is proposing to complete a feasibility study that encompasses their Metropolitan Area Boundary, which includes portions of Starr County and the entirety of Cameron and Hidalgo Counties. The development of a first-of-its-kind feasibility study would assess the potential for transit improvements in areas of persistent poverty, analyze the financial structure(s) of existing transit agencies, and highlight the potential benefits of a regional transit authority for the Rio Grande Valley.

In 2019 the three MPO's of the Rio Grande Valley merged to become the fifth largest MPO in the state of Texas by population. The April 2020 Census data states that the population of the Rio Grande Valley was 1,357,718 with the entirety of the region classified as an AoPP. With the entire population living in an AoPP and sparse infrastructure for pedestrian and transit users' safety, the Rio Grande Valley is a prime candidate for this AoPP planning grant. It is vital to the growing population of the Rio Grande Valley to plan for the safety of motorists, pedestrians, cyclists, and transit users alike on our ever-growing transportation network.

The RGVMPO has experience in managing federal funds and coordinating efforts between multiple entities and jurisdictions. This experience will be crucial to the completion of a project on this scale. As part of a larger strategy to improve regional transportation systems, the RGVMPO has actively been pursuing new federal funding opportunities and recently secured a Safe Streets and Roads for All grant to develop a regional comprehensive safety action plan. Additionally, the RGVMPO is pending notifications for Reconnecting Communities Pilot Program and Strengthening Mobility and Revolutionizing Transportation grant applications. To ensure alignments of these efforts, the RGVMPO will assemble an Infrastructure Bill Grants Subcommittee to ensure these plans go hand-in-hand with each other to improve transportation safety and provide more access to safer transportation alternatives.

We look forward to being a part of the planning structure once awarded. In closing, I fully support the RGVMPO's application for funding. Funding this project today will produce vast safety benefits, for generations to come, in a border region that has largely been under-funded and under-represented on the federal level.

If you have any questions or comments in regards to the above mentioned information, please feel free to contact Mr. Ruben Alfaro, P.E. or myself at (956) 402-4000.

Sincerely,

Ambrosio Hernandez
Mayor, City of Pharr



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: March 3, 2023

MEETING DATE: March 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for bids for the Downtown Park Statue. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: This request is to advertise bids for the Downtown Park Statue Project. The statue and plaques are complete and the plans are near completion. The project will be ready to bid this month, March 2023.

Fiscal Consideration: At this time, the only cost is to advertise the project in the newspaper.

Staff Recommendation: Staff recommends approval to advertise for bids for the Downtown Park Statue Project.

Alternatives: The project cannot be completed in-house. The project must be advertised or a purchasing cooperative must be used.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Mayra Gomez
Karla Saavedra
City Management Office

Created/Initiated - 3/3/2023
Approved - 3/3/2023
Approved - 3/3/2023
Approved - 3/3/2023
Final Approval - 3/3/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 3, 2023

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance creating the Pharr Health Department (1st Reading). ***This item supports SE - Service Excellence.***

Classification: Regular

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

Issue: Creating a new department

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: not create dept

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 3/3/2023
Final Approval - 3/3/2023

ORDINANCE NO: O-2023-__

AN ORDINANCE ESTABLISHING AND CREATING THE PHARR HEALTH DEPARTMENT; DUTIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED.

The Pharr Health Department shall be created pursuant to the City charter, municipal chain of authority and city employment policy. This Ordinance and provisions herewith shall be included in the uncodified Pharr Code of Ordinances. All acts occurring prior to the effective date of this Ordinance shall be ratified and adopted.

SECTION 2: AUTHORIZATION.

As matters related to procurement practices, public safety, and welfare of the residents of the City of Pharr, the Pharr Health Department shall be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as allowed by law.

SECTION 3: CREATION AND DUTIES OF THE PHARR HEALTH DEPARTMENT.

- (A) The Pharr Health Department is hereby created.
- (B) The creation of the following positions is authorized:
 - 1. Director of Health as a full-time exempt position; and
 - 2. Other positions may be authorized by the Board of Commissioners as the need arises thru the budget process.
- (C) The department shall provide:
 - 1. Public Health Services.

All services will be more fully defined by departmental policy, state laws and regulations, and city management.

SECTION 4: CUMULATIVE.

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above-described ordinance shall remain in full force and effect.

SECTION 5: SEVERABILITY CLAUSE.

Any and all ordinances in conflict with this ordinance are repealed. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 6: EFFECTIVE DATE; PUBLICATION.

This Ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than three (3) readings of the ordinance in accordance with the Pharr City Charter.

This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 7: 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 06 day of March , 2023.

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 March, 2023.

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 April, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: February 24, 2023

MEETING DATE: March 6, 2023

FROM: Beatriz Fuentes, HR Coordinator

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Resolution authorizing emergency hiring in Parks and Recreation Department, Public Safety Communications Department, Emergency Medical Services Department, Police and Fire Departments. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As per City Charter, Article X, Sec. 3., neither the personnel nor payroll of or for any department of the City shall be increased within sixty (60) days before any election of Commissioners unless the same be necessary to provide for an emergency first formally declared by Resolution of the Board of Commissioners, which resolution shall state the nature of the emergency and specify the necessary increase in personnel and/or payroll to meet the same.

Therefore, due to the upcoming General Election on May 6, 2023, the City will enter a 60-day hiring freeze on March 6, 2023.

Fiscal Consideration: None

Staff Recommendation: Staff recommends approval.

Alternatives: No Alternative

Exclude Material from Public Packet? No

Reason: No Exclusion

ROUTING:

Beatriz Fuentes
Veronica Ramirez
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/24/2023
Approved - 3/2/2023
Approved - 3/3/2023
Approved - 3/3/2023
Approved - 3/3/2023
Final Approval - 3/3/2023

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N
NO: R-2023-

WHEREAS, the City Charter prohibits increasing the personnel or payroll for any department of the city within sixty days before an election of Commissioners unless it be necessary to provide for an emergency first formally declared by resolution of the Board of Commissioners; and

WHEREAS, the City created the Emergency Medical Services department to provide emergency medical services, public safety and welfare of the residents of the city; and

WHEREAS, the Emergency Medical Services department shall be authorized to hire staff to carry out any and all duties and responsibilities that are necessary and essential for the protection of the health and life of the residents of the city.

WHEREAS, the City created the Police department to provide police protection services, public safety and welfare of the residents of the city; and

WHEREAS, the Police department shall be authorized to hire staff to carry out any and all duties and responsibilities that are necessary and essential for the protection of the property, health and life of the residents of the city.

WHEREAS, the City created the Fire department to provide fire protection services, public safety and welfare of the residents of the city; and

WHEREAS, the Fire department shall be authorized to hire staff to carry out any and all duties and responsibilities that are necessary and essential for the protection of the property, health and life of the residents of the city.

WHEREAS, the City normally hires seasonal part-time summer staff for the Parks and Recreation Department. These positions are essential for the summer recreation athletic and aquatics programs; and

WHEREAS, the Pharr Parks and Recreation Department requires staffing and it would pose a deficiency on the quality of summer programs the City of Pharr Parks and Recreation Department offers the citizens of Pharr; and

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

1. An emergency exists in the Emergency Medical Services department for the protection of the health and life of the residents of the city; the Emergency Medical Services is therefore authorized to fill budgeted positions and fulfill contractual obligations.
2. An emergency exists in the Public Safety Communications department to support the health and life of the residents of the city; the Public Safety Communications department is therefore authorized to fill budgeted positions.
3. An emergency exists in the Police department for the protection of the health and life of the residents of the city; the Police department is therefore authorized to fill budgeted Police Officer positions as required by Texas Local Government Code.
4. An emergency exists in the Fire department for the protection of the property, health and life of the residents of the city; the Fire department is therefore authorized to fill budgeted Firefighter positions as required by Texas Local Government Code.
5. An emergency exists in the Pharr Parks and Recreation department for the quality of life of the citizens; the Pharr Parks and Recreation department is therefore authorized to fill budgeted summer staff.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of March 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: February 27, 2023

MEETING DATE: March 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: This resolution is to acquire a 15-foot permanent drainage easement on East Saint Anne Street for the South Regional Detention Facility. An exhibit of the proposed easement is attached for reference. An alternative location is also proposed on a different lot in case negotiations with the first property owner do not succeed.

Fiscal Consideration: An appraisal is forthcoming after approval of this item.

Staff Recommendation: Staff recommends approval of the Resolution to acquire the necessary property for construction of a drainage line for the South Regional Detention Facility.

Alternatives: Property must be crossed to connect the proposed drain line on East Saint Anne Street to the South Regional Detention Facility. A second crossing is proposed and has a crossing, but this crossing does not encompass the area of the first crossing that requires an easement.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Kimberly Mendoza
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/27/2023
Approved - 3/3/2023
Approved - 3/3/2023
Approved - 3/3/2023
Approved - 3/3/2023
Final Approval - 3/3/2023

RESOLUTION NO. R-2023-_____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas;

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

DESCRIPTIONS:

PARCEL I: ***A 0.034-ACRE PARCEL OF LAND OUT OF LOT 30,
BLOCK 18, HIDALGO PARK ESTATES (EXHIBIT A)***

ALTERNATIVE: ***A 0.034-ACRE PARCEL OF LAND OUT OF LOT 32,
BLOCK 18, HIDALGO PARK ESTATES (EXHIBIT A)***

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of

purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND ADOPTED this the _____ day of _____, 20_____.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

E. ST. ANNE DR.

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

15.00' UTILITY EASEMENT

15.00' UTILITY EASEMENT (ALTERNATE)

EXHIBIT A

E. ST. ANNE DR.

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

15.00' UTILITY EASEMENT

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(ALTERNATE)

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LOT 34

15.00' UTILITY EASEMENT

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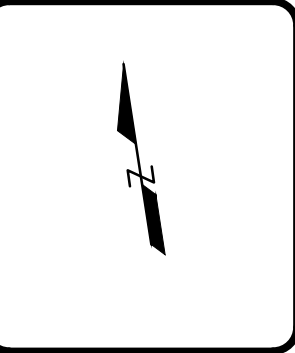
CITY OF PHARRR
E. ST. ANNE DR.
DRAINAGE EXHIBIT

PLAN VIEW

SHEET ID
V-000

SHEET ID
V-000

DESIGNED BY: XXX	ISSUE DATE: MM/YY/YY
DRAWN BY: JAP	PROJECT NO.: ####
CHECKED BY: XXX	CONTRACT NO.: N/A
SUBMITTED BY: XXX	CAD DWG FILE:
ANSI D	SCALE: 1"=1'

[illegible]

Pharr Engineering



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: March 2, 2023

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on Resolution supporting adoption and approval of Texas Term Sheet for Opioid Settlement Proceeds. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: SETTLEMENT OVERVIEW

The proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the "Settlement Amount") to Texas and its political subdivisions. Of the settlement amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits. The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

Subdivisions will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the April 18, 2023, deadline.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to participate

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 3/2/2023
Approved - 3/3/2023
Approved - 3/3/2023
Final Approval - 3/3/2023

RESOLUTION NO. R-2023-__

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the City of Pharr, Texas obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the Board of Commissioners of the City of Pharr support the adoption and approval the Texas Term Sheet in its entirety.

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

1. Support the adoption and approval the Texas Term Sheet in its entirety; and
2. Finds as follows:
 - a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about City of Pharr; and

b. The Board of Commissioners supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The Board of Commissioners understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF
THE CITY OF PHARR TEXAS, THIS 6th DAY OF March, 2023.**

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

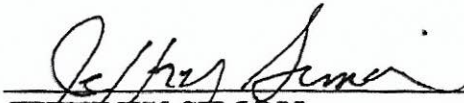


KENNETH PAXTON, JR.
ATTORNEY GENERAL

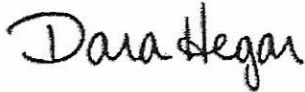
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



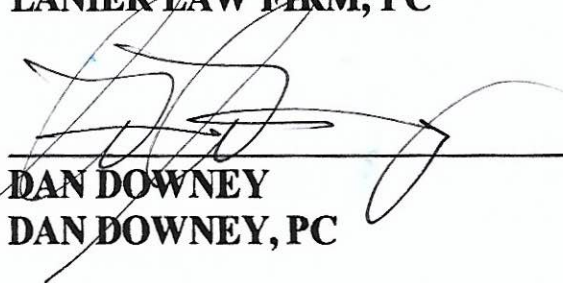
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

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EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

APPENDIX A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expand availability of treatment for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) issues, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH issues, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Recruiting MAT Providers and Training;
 - c. Abstinence-based treatment;
 - d. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers; or
 - e. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH issues;
 - f. Recovery high schools
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH issues, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. “Support the establishment of the hub-and-spoke model of OUD treatment in all counties where possible, and across county lines where necessary.”
5. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed, promising, or emerging practices such as adequate methadone dosing.
6. Support mobile intervention, treatment, and recovery services, offered by qualified professionals, for persons with OUD and any co-occurring SUD/MH issues or persons who have experienced an opioid overdose.

7. Treatment of mental health trauma issues resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such mental health trauma.
8. Support detoxification (detox) services for persons with OUD and any co-occurring SUD/MH issues, including medical detox, referral to treatment, or connections to other services or supports.
9. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists.
10. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH issues.
11. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
12. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH issues, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
13. Provide training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.
16. Support State or local learning collaboratives so that physicians involved in the care and treatment of those with OUD are kept abreast of the latest developments in evidence-based treatment.
17. Support State or local drop-in centers where those with OUD may go to seek assistance with recovery when they are ready to begin the process.

18. Support creation of teams in hospitals and emergency rooms to work with those with OUD and direct them to appropriate facilities for evidence-based treatment of OUD, including MAT.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH issues.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH issues, including supportive housing, housing assistance programs, or training for housing providers.
4. Provide community support services to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH issues
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH issues.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH issues.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH issues.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, the faith community, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs and appropriate training for all health care providers to identify those with potential problems in order to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH issues, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH issues or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH issues or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH issues or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH issues.
16. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS AND RURAL COUNTY UNATTENDED DEATHS

1. Address the needs of persons with OUD and any co-occurring SUD/MH issues who are involved or are at risk of becoming involved in the criminal justice system.
2. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Implementing or supporting pilot programs for the voluntary testing of individuals who enter local (city or county) criminal justice facilities, and for those identified with OUD, offer induction of evidence-based treatment, including MAT.
5. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated in jail or prison.
7. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
8. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
9. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH issues to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section;
10. Provide training to Justices of the Peace on unattended deaths involving drug use and reimbursement of transfer to and costs or expenses of a Medical Examiner to enhance better death understanding, statistics and recording on overdose involved deaths.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

1. Support evidence-informed, promising, or emerging treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH issues.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs and training for all health care providers to identify women with potential opioid

- use disorder so that they might be given the option of referral to a proper treatment program.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH issues.
 4. Other measures to address Neonatal Abstinence Syndrome, including prevention, education, and treatment of OUD and any co-occurring SUD/MH issues.
 5. Provide training to health care providers that work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
 6. Child and family support for parenting women with OUD and any co-occurring SUD/MH issues.
 7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH issues.
 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
 9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH issues, including but not limited to parent skills training.
 10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.
 11. Provision of education and psychosocial support services to children born with Neonatal Abstinence Syndrome.
 12. Support family and baby reunification in recovery housing.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

1. Training and continuing education of health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery
8. Educate Dispensers on appropriate opioid dispensing.
9. Develop and train physicians on algorithm for proper evidence-based pain management.

10. Fund State or local hotline so health care providers with questions regarding proper pain management or opioid prescribing can call and have an expert answer their questions.
11. Support for health information systems consistent with State regulations.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising or affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith community as a system to support prevention.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
10. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.
11. Support local law enforcement task forces aimed at disrupting and eliminating the manufacturers and distributors of illegal opioids.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone and training to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH issues.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH issues.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government and not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH issues, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

K. TRAINING

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH issues, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.);
3. Medical Provider education;
4. Media Campaigns

L. RESEARCH

1. Support opioid abatement research, including but not limited to:
 - a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
 - b. Research non-opioid treatment of chronic pain.
 - c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
 - d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
 - e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
 - f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
 - g. Research on expanded modalities such as prescription methadone that can expand access to MAT;
 - h. Research on the effectiveness of Recovery High Schools and other educational interventions;
 - i. Research to track abatement progress in urban and rural areas.

M. MISCELLANEOUS

1. It is the intent of the Parties to the Texas Term Sheet in adopting the Abatement Strategies herein that the Council be guided by the allocation methodology in Exhibit C to the Texas Term Sheet in approving Regional strategies and that the Council consider the proportional share of the individual members in each Region when allocating the funds for approved abatement strategies within each Region.
2. It is the intent of the Parties to the Texas Term Sheet in adopting the Abatement Strategies herein that the Opioid Council have the flexibility to add, change or alter the Abatement Strategies herein as necessary to fulfill the intent that opioid abatement strategies best meet the needs of the Regions, subdivisions and intent of this document.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENTS WITH ALLERGAN, CVS,
WALMART, AND WALGREENS.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS APRIL 18, 2023.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a **NEW** opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, and Teva settlements.

To participate in the Allergan, CVS, Walgreens, and Walmart settlements, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this email because Texas settled with Allergan, CVS, Walgreens, and Walmart, and your subdivision may participate in these Settlements. This email is being sent directly to subdivisions who are not litigating against Allergan, CVS, Walgreens, and/or Walmart. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Distributor, Janssen/J&J, Endo, and/or Teva settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. These are settlements with Allergan, CVS, Walgreens, and Walmart.** If you have already signed on to the Allergan, CVS, Walgreens, and Walmart Settlements, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the **Subdivision Participation Form** for each settlement to opioids@oag.texas.gov. Please also be sure to include in the Form

the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

The proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

WHY YOU SHOULD PARTICIPATE

Texas, other states, and cities and counties around the country have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021 and the Teva and Endo settlements from 2022;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your

citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **April 18, 2023**, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to opioids@oag.texas.gov.

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, and/or Teva settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) and opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. My subdivision already signed up for opioid settlements. Is that good enough for these new settlements?

No, you will need to submit separate **Subdivision Participation Forms** for Allergan, CVS, Walgreens, and Walmart; opting into the other settlements does not sign you up for this one.

2. Does my subdivision need to pass a resolution to sign up for this settlement?

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. When will my subdivision receive funds from this settlement and/or the other settlements?

Funds for the Distributors, J&J/Janssen, Endo, and Teva settlements have been paid to the Texas Comptroller of Public Accounts, the Texas Opioid Council, and the Texas Treasury Safekeeping Trust Company. Please contact O AFC.Public@c pa.texas.gov for more details.

4. How much will my subdivision receive from the Allergan, CVS, Walgreens, and Walmart Settlements?

If you have questions about your subdivision's individual allocation amount, please contact Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) or opioids@oag.texas.gov.

5. What are all the different Texas opioid settlements?

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	Company	Amount
February 2021	McKinsey	\$38.4 million
July 2021	Distributors (AmerisourceBergen, Cardinal Health, and McKesson)	\$1.271 billion
July 2021	Janssen	\$296 million
December 2021	Endo	\$63 million
February 2021	Teva	\$150 million plus \$75 million in product
June 2021	Mallinckrodt	\$74 million
December 2022	Allergan	\$135 million
December 2022	Walmart	\$170 million
December 2022	CVS	\$304 million
December 2022	Walgreens	\$340 million
Total	12 companies	\$2.919 billion

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 27, 2023

MEETING DATE: March 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on contract for election services between the City of Pharr and the Hidalgo County Elections Administrator. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Contract for Election Services with Hidalgo County Elections Department for the General City of Pharr Election to be held on May 6, 2023.

Fiscal Consideration: \$87,496.45

Staff Recommendation: As recommended by City Commission

Alternatives: To deny and the City would run it's own election.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/27/2023
Approved - 3/1/2023
Approved - 3/1/2023
Final Approval - 3/3/2023

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda A. Salinas**, hereinafter referred to as “**ELECTIONS ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **CITY OF PHARR** hereinafter referred to as the “ENTITY”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **MAY 6, 2023**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **MAY 6, 2023**, election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code, when applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide / districtwide** program. Therefore, districtwide polling places will be used for the election held on **MAY 6, 2023**, and any resulting runoff.

WHEREAS, pursuant to Section 43.007(e), each countywide/districtwide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ELECTIONS ADMINISTRATOR has provided costs for election services to be rendered by ELECTIONS ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ELECTIONS ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **MAY 6, 2023**, and any runoff, if applicable.
- 1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ELECTIONS ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II SERVICES

- 2.01. The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the following:
 - (A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
 - (B) Prepare and provide Hart Hybrid training for election workers;
 - (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;
 - (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book,

- insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;
- (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
 - (F) Provide training for Judges/Clerks;
 - (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1. Ballots (print and distribution only);
 - 2. Election kits and election paperwork;
 - 3. Ballot boxes and voting booths;
 - (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
 - (I) Prepare Writ of Election to election officers and notice of appointment to Presiding judges, and notify the election judges of the date, time and place of the election as required by law.
 - (J) Prepare, distribute, and publish joint notice of election as required by Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules;
 - (K) Notice will also be posted on the Hidalgo County elections website as per Texas Election Code Section 4.008.
 - (L) Procure and pay election judges and clerks for Early Voting and districtwide Election Day voting;
 - (M) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
 - (N) Procure and pay Ballot Board members;
 - (O) Provide information for election officers;
 - (P) Provide such incidental related services as may be necessary to conduct the election;
 - (Q) Serve as the Early Voting Clerk;
 - (R) Establish a Central Counting Station for the purpose of tabulating ballots; and
 - (S) Tabulate election results in preparation for ENTITY's canvassing.
 - (T) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.

- (U) The ELECTIONS ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- (V) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (W) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- (X) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - iii. The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ELECTIONS ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.
- (Y) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of \$10.00 per hour per person.

- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY’S governing body;
- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate ballot style and candidate placement for the Entity’s election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.
- (J) Procure Early Voting polling places and Election Day polling places; Provide contact information on the approval (s) for the use of Early Voting and Election Day polling locations.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

- 4.01. ELECTIONS ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ELECTIONS ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ELECTIONS ADMINISTRATOR, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid:

- (A) One base charge of \$475.00 for Coding Hybrid voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) The amount of \$610.00 leasing fee for each Verity Scan/ Ballot Box, a \$150.00 leasing fee for each Verity Duo Go (curbside) Voting Machine, a \$465.00 leasing fee for each Verity Controller, and a \$447.00 leasing fee for each Verity Touch Duo Voting Machine;
- (E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- (A) Database access at \$100.00 per day;
- (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
- (C) Printer label fee of \$.03 per label (price subject to change);
- (D) Creation of separate Username and password for each polling location at \$20.00 per location;

- 6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, mail ballot box(es), custom signs and flags; and PPE's for

poll workers.

- 6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;
- 6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)
- 6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;
- 6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ELECTIONS ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;
(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;
- 6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.12 Billing:
 - (A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.
 - (B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ELECTIONS ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).
 - (C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
 - (D) Payment shall be made by check payable to the Hidalgo County Elections Department.
 - (E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall

be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Ambrosio Hernandez
Mayor
P.O. Box 1729
Pharr, Texas, 78577

(F) Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this _____ day of _____, 2023

APPROVAL COUNTY OF HIDALGO:

The City of Pharr
ENTITY

BY: _____

RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____

Ambrosio Hernandez, Mayor

BY: _____

ARTURO GUAJARDO, JR.

COUNTY CLERK

ATTEST:

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____

HILDA SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
Toribio "Terry" Palacios

BY: _____

JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney



2023 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Pharr Mayor & Commissioner Places 1, 5 & 6		DATE: May 6, 2023			
6.01	Coding Services for HART	Price	Quantity	Total	
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00	
B	Ballot Audio Files	\$10.00	16	\$160.00	
C	Election Media per Polling Location(s)	\$100.00	7	\$700.00	
D	Verity Controller(s)	\$465.00	7	\$3,255.00	
D	Verity Touch Duo Machine(s)	\$447.00	25	\$11,175.00	
D	Verity Scan and Ballot Box	\$610.00	7	\$4,270.00	
D	Verity Duo Go Carrier (Curbside Voters)	\$150.00	14	\$2,100.00	
E	Delivery/ Pick-up Fee (includes Mileage)	\$850.00	1	\$850.00	
Total iVotronic Coding Charges				\$22,985.00	
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total	
A	Voter Registration Database Access (Per Day)	\$100.00	9	\$900.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	14	\$2,100.00	
C	Printer Labels (35,699 per vote)	\$0.03	71398	\$2,141.94	
D	Username/Password - Per Polling Location	\$20.00	7	\$140.00	
Total Electronic Poll Book Charges				\$5,281.94	
6.03	Supplies	Price	Quantity	Total	
	Early Voting Combination Forms	\$0.55	750	\$412.50	
	Election Day Combination Forms	\$0.55	750	\$412.50	
	Election Judge Kit for Early Voting	\$50.00	2	\$100.00	
	Election Judge Kit for Election Day	\$50.00	5	\$250.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	35699	\$3,569.90	
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	35699	\$14,279.60	
	I VOTED stickers (per vote)	\$0.01	35699	\$356.99	
	Polling Location Map(s)	\$17.00	7	\$119.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	1000	\$200.00	
	Covid PPE's per location	\$0.00	1	\$0.00	
Total Supplies Charges				\$19,700.49	
6.04	Mail & Ballot Service	Price	Quantity	Total	
	Mail-in-Paper Ballots	\$0.40	550	\$220.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	550	\$1,100.00	
	Postage Mail-in-Ballots (per request)	\$0.73	550	\$401.50	
	Correspondence Postage	\$0.58	5	\$2.90	
Total Mail & Ballot Service Charges				\$1,724.40	
6.05	Advertisements/Notices	Price	Quantity	Total	
	The Monitor newspaper	\$1,800.00	1	\$1,800.00	
	Local newspaper		0	\$0.00	
Total Advertisement/Notice Charges				\$1,800.00	
6.07	*Payroll for Training and Election Poll Workers	Price	Total		
	Payroll for Early Voting Employees	\$16,454.00	\$16,454.00		
	Payroll for Election Day Employees	\$5,985.00	\$5,985.00		
Total Payroll Charges				\$22,439.00	
	Payroll for Staff Overtime	Price	Total		
	Payroll for Early Voting and Eleciton Day Staff Employees	\$4,500.00	\$4,500.00		
Total Payroll Charges				\$4,500.00	
6.08	Payroll for Ballot Board	Price	Quantity	Total	
	Ballot Board	\$750.00	1	\$750.00	
Total Ballot Board Charges				\$750.00	
6.10	Insurance	Hourly rate	Hours wk	%	Total
	Liability insurance for Early Voting Supervisors (2)	\$ 14.00	221	0.0021	\$6.50
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Alternate/Clerks (10)	\$ 12.00	1105	0.0021	\$27.85
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (5)	\$ 14.00	77.5	0.0021	\$2.28
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternate/Clerks (25)	\$ 12.00	387.5	0.0021	\$9.77
	(hourly rate X hrs worked X .0021)				
Total Insurance Charges					\$46.40
6.11	Cell Phones	Price	Quantity	Total	
	Verizon Wireless phone (subject to change with out notice)	\$45.00	7	\$315.00	
Total Cell Phone Charges				\$315.00	
6.12				Subtotal	\$79,542.23
				Administrative Fees (10%)	\$7,954.22
				ESTIMATED GRAND TOTAL	\$87,496.45



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: February 28, 2023

MEETING DATE: March 6, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Agreement with Pyro Shows of Texas for the fireworks display for City of Pharr Independence Day Celebration on Saturday, July 1, 2023 in the amount of \$40,000.00. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: As part of the 4th of July 2023 celebration event, the City of Pharr is proposing a fireworks display for the public. Pyro Shows of Texas has submitted a proposal to perform the firework display in the amount of \$40,000. (Project# 2223-01-515-S034-001)

Fiscal Consideration: Fireworks costs are included in the annual budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Pyro Shows of Texas for the July 1, 2023 fireworks display in the amount of \$40,000.00.

Alternatives: Defer the fireworks display.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Mayra Gomez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/28/2023
Approved - 2/28/2023
Approved - 2/28/2023
Approved - 3/1/2023
Final Approval - 3/3/2023

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

This Agreement made on **Mar 6, 2023** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation**, whose address is **6601 Nine Mile Azle Road, Fort Worth, Texas 76135**, and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as **"Customer"**.

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

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **23-TX-07-04-C-40000-000052** dated **Mar 6, 2023**. The Show will be given on **July 1, 2023**. Rain date/postponement date: **to be determined**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by Law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

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

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Pharr, City of shall pay PYRO SHOWS \$ 40,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 40,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 20,000.00) upon return of signed contract by **March 7, 2022**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- TAXES:** Customer shall be responsible for all applicable sales taxes.

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

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

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

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

PYRO SHOWS OF TEXAS, INC.

BY: _____

DATE: _____

Chad Stanley, General Manager

CUSTOMER

BY: _____

Signature

Printed Name

Title

DATE: _____

WARRANTY EXCLUSIONS

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

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

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: March 3, 2023

MEETING DATE: March 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 1 in the amount of \$6,500 to the Professional Engineering Services Agreement with Halff Associates, Inc. for the City of Pharr Pedestrian Safety & Wellness Plan. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment #1 to the Professional Engineering Services Agreement with Halff for the Pedestrian Safety & Wellness Plan is for the additional work that was incurred due to the timeline being extended by approximately 1 month. The timeline was extended to accommodate outreach efforts in the months of February and March 2023. These outreach efforts took place at events such as the Employee Health Fair, Dr. Seuss Birthday, Hub Market Day, and Walk with the Mayor. Other events included meetings with PSJA ISD and the County.

Fiscal Consideration:

Original Contract: \$254,000

Amendment #1: \$6,500

Revised Contract: \$260,500

Staff Recommendation: Staff recommends approval of Amendment #1 to the Professional Engineering Services Agreement with Halff for the Pedestrian Safety & Wellness Plan.

Alternatives: The work for Amendment #1 is almost complete.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Ruben Alfaro

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 3/3/2023

Approved - 3/3/2023

Approved - 3/3/2023

Approved - 3/3/2023

Final Approval - 3/3/2023

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 1

The Contract between **Halff Associates, Inc.** and the **City of Pharr** which was executed by the parties on **March 14, 2022** for the **Comprehensive Pedestrian Safety and Wellness Plan**, 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 **\$6,500.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 254,000.00 to **\$ 260,500.00.**

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

APPROVAL OF AMENDMENT NO. 1

**HALFF ASSOCIATES, INC.
5000 West Military Highway, suite 100
McAllen, TX 78503**

Raul Garcia, Jr., PE, CFM
Project Manager
Halff Associates, Inc.

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

Contract No. 0921-02-389 Scope of Services Amendment

City of Pharr, Texas Comprehensive Pedestrian Safety and Wellness Plan

Under contract to the City of Pharr (the “City”), Halff Associates, Inc. (“Halff”) is submitting this contract amendment for the preparation and facilitation of meetings which are not included in the original scope of services for the Comprehensive Pedestrian Safety and Wellness Plan as presented in Exhibit A, *Scope of Services*.

ACTIVITIES

The activities referenced in this amendment have been or will be conducted as “Additional Services and Meetings” as defined in Exhibit D, *Fee Schedule*. Specific tasks and subtasks related to the execution of this scope of services include the following:

ADDITIONAL SERVICES

2A Public Engagement Preparation and Feedback

Halff team members prepared outreach and engagement text for social media and distributing to joint workshop members. Initial outreach materials and engagement text provided to City during the November 2022 Public Open House timeframe. During visit, meetings were either cancelled or project was not listed on the agenda item for discussion. Halff team members have since provided multiple revisions to materials to facilitate continued outreach and garner feedback from joint workshop members. Material preparation was at the request by City staff as outreach had not occurred.

In addition to the preparation for various outreach and engagement activities, Halff has developed material for meetings with Hidalgo County Drainage District and PSJA ISD. Feedback received from both joint workshop meetings and meetings with partner agencies will need to be incorporated into the final report document. There are additional outreach and engagement events that are tentatively scheduled during the month of March to solicit feedback on plan recommendations.

In conclusion of feedback received, Halff team members will prepare a project briefing for City Commission. This task will include a technical memorandum for commission agenda and one presentation to be presented by City staff.

The total fee for this amendment includes Halff time for ongoing administration, meetings and preparation. Staff hours will be billed a lump sum amount of **\$4,500.00** although, additional hourly expenses may also be charged if time exceeds the base amount.

2B Project Management and Coordination

As developed in the initial Scope of Services, project completion including adoption of Plan was expected March 17, 2023. As discussed with City staff, expected completion date

has been extended to April 21, 2023. This will require additional coordination meetings with City staff to address revisions to Plan document as well as coordinate engagement and provide status of project. The estimated fee for this amendment includes Halff time for bi-weekly coordination meetings, administration, and documentation. The minimum amount for this service will be a lump sum fee of **\$2,000.00**.

ADDITIONAL SERVICES 2A, and 2B MEETING SUMMARY

Attendance and preparation for engagement at City events including, but not limited to, It's Time Texas events, Hub Market Days, fun runs and other events. Additional coordination with PSJA ISD regarding Safe Routes to School projects and design concepts. Preparation of materials for City Commission meeting.

ADDITIONAL SERVICES 2A, 2B, and 2C KEY DELIVERABLES

Key deliverables will include **A)** Meeting presentation materials; and **B)** Meeting summaries.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: March 1, 2023

MEETING DATE: March 6, 2023

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on lease agreement with Trinity Episcopal Church of Pharr. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The city of pharr has used the church parking lot for downtown events in the past. We should formalize it and enter into an agreement for the use.

Fiscal Consideration: 10,000 in materials from PW Budget

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: n/A

ROUTING:

Ed Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 3/1/2023
Approved - 3/2/2023
Approved - 3/2/2023
Final Approval - 3/3/2023

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") effective as of the day of _____, April 2023, by and between TRINITY EPSICOPAL CHURCH, whose address is 210 WEST CAFFERY AVE., Pharr, Texas 78577, ("Landlord") and THE CITY OF PHARR, TEXAS, a home rule city and municipal corporation of Texas, hereinafter called ("Tenant").

WITNESSETH:

WHEREAS, Landlord currently owns land located at the corner of W. Caffery and S. Bluebonnet Street in Pharr, Texas; and

WHEREAS, Tenant deems it advantageous to the community to repave/resurface the existing parking lot (Exhibit "A") on Landlord's property and to lease said property for public use; and

NOW, THEREFORE, Landlord and Tenant for and in consideration of the covenants and mutual agreements hereinafter contained do hereby covenant and agree as follows:

ARTICLE I

PREMISES, TERMS, AND PRIVILEGES

1.01 LEASED AREA

Landlord does hereby lease the following real property and Tenant hereby leases the said real property from Landlord being generally described as Pharr Original Townsite Lots 20-21 of Blk 44, Pharr Hidalgo County Texas, more specifically depicted in the attached Exhibit "A".

Hereinafter the leased area is referred to as the "Premises" and the premises are leased unto Tenant in "AS IS" condition. Tenant has inspected the premises and accepts same in said condition.

1.02 TERM OF LEASE AND RENTAL OBLIGATION

This lease shall be for a term of 5 calendar years, commencing on April 1, 2023. The rent due or owing to Landlord shall be \$1.00 total during the term of the entire lease plus the improvements listed below.

1.03 USE OF PREMISES

The Premises shall be used as a primarily as a parking lot, but at times may be used as an equipment staging area or some other use consistent with parking and/or temporary storage; and

- (a) In addition to \$1.00 rent, Tenant will make the following improvements, or caused to be made, on the Premises. Tenant shall repave or overlay/seal coat the existing parking lot within existing dimensions and repair or replace the concrete approaches and sidewalks. Repair or replacement will be at the tenant's sole discretion. Estimated cost of such improvements is roughly \$10,000.00. Tenant shall have full access and use of such improvements once completed.
- (b) Landlord agrees to maintain any improvements made on the Premises, at its own cost and to operate the Premises at all times in accordance with City ordinances and regulations. Landlord will have exclusive use on Sundays, Christmas Eve, Christmas Day and Halloween.

1.04 MAINTENANCE

The Premises and surrounding areas, including drive aisles, throughways, curb cuts and the like now or hereafter existing upon the Premises shall be maintained in good condition and repair by, and at the sole cost and expense of Landlord.

1.05 NO ASSIGNMENT

Tenant shall not assign this Lease without the prior approval of Landlord. Landlord shall not be able to lease to any other tenant nor have more than one lease on this premise.

1.06 AD VALOREM TAXES

Landlord shall be responsible for ad valorem taxes, if any, assessed against the Premises, if any.

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 INDEMNITY

Tenant shall be responsible for the conduct and acts of its employees both on the Premises and Landlord's adjoining property at all times during Tenant's use and occupancy of the Premises and shall, to the extent permitted by law, hold and save harmless the Landlord from the claims of any and all such persons arising from such use and occupancy by Tenant.

Landlord shall be responsible for the conduct and acts of its employees and invitees both on the Premises and Landlord's adjoining property at all times during Tenant's use and occupancy of the Premises and shall, to the extent permitted by law, hold and save harmless the Tenant from the claims of any and all persons arising from such use and occupancy by Landlord.

2.02 TENANT INSURANCE

Tenant shall provide at its own expense and keep in force during the term of this Lease, for specific events, the following policies of insurance:

(a) General Liability

Tenant is a participant in the Texas Municipal League Risk Pool. The Risk Pool will issue a certificate noting the Landlord is the owner of the property. The limits of liability are set out in the Texas Tort Claims Act as \$250,000 per individual and \$500,000 per occurrence.

(b) Workers Compensation

Tenant shall provide a certificate from the Texas Municipal League evidencing that it has workers compensation insurance coverage with statutory limits as set by The State of Texas.

2.03 Landlord Insurance

Landlord is self-insured and shall cover the Premises against casualty loss during the Lease Term with coverage equal to an all-peril insurance. Notwithstanding the foregoing, Landlord shall not be responsible for insuring Tenant's personal property against loss or damage.

ARTICLE III

3.01 DEFAULT BY TENANT

It is agreed by Tenant that the violation of any of the terms and conditions set out in this lease as set forth in Section 3.02 below, shall constitute ground for termination of the lease. Prior to termination, Landlord must give tenant a thirty (30) day written notice of intent to terminate and opportunity to cure. If tenant does not cure the violation within 30 (thirty) days of notice of intent to terminate, landlord may terminate lease at

Landlord's sole option by giving Tenant thirty (30) day's written notice of such termination.

3.02 LANDLORD RIGHT TO TERMINATE FOR CONVENIENCE

If landlord wishes to terminate the lease at any time prior to its expiration, tenant agrees that landlord may buy out the remaining term of the lease by paying tenant a buyout sum calculated as below, and in the following manner:

- (a) Give the tenant Sixty (60) day written notice of intent to terminate lease.
- (b) Multiply the remaining months of tenant's lease times \$200.00 per month of the remainder of the term.

ARTICLE IV

MISCELLANEOUS

4.01 CONSTRUED PURSUANT TO TEXAS LAW

This lease shall be construed under and in accordance with the laws of the State of Texas, is performable in Hidalgo County, Texas, and venue for any litigation which might arise from the Lease shall be in Hidalgo County, Texas.

4.02 BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, and successors.

4.03 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Tenant will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.04 HOLDING OVER

If Tenant remains in possession of the premises after the expiration of this lease, whether of the primary term or of any subsequent renewal term, then Tenant shall be deemed to be occupying the premises as a tenant at sufferance on a monthly basis, subject to all obligations specified in this lease.

4.05 NOTICES

Any and all notices required to be sent by one party to the other shall be sent either by certified mail, return receipt requested, or by fax, or by both, and addressed to the respective party as follows:

LANDLORD:

TRINITY EPISCOPAL CHURCH
C/O Greg Dozier
210 W. Caffery Ave
Pharr, Texas 78577

TENANT:

CITY OF PHARR
C/O Anali Alaniz
118 S. Cage Blvd
Pharr, Texas 78577

4.06 ENTIRE AGREEMENT

This Lease, including Exhibit A, constitutes the entire agreement of the parties. Paragraph captions in this Lease are for convenience of reading only, and do not limit nor amplify the provisions of the lease.

4.07 INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

4.08 BINDING NATURE

This Agreement shall not be binding upon the parties until it is approved and executed by all parties.

4.09 INVALIDITY AND SEVERABILITY

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

4.10 TERMINOLOGY AND DEFINITIONS

All pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

4.11 JURISDICTION

Any and all suits for any and every breach of this Agreement shall be instituted and maintained in Hidalgo County.

4.12 LAWS OF TEXAS

This Agreement shall be governed and construed in accordance with the laws of the State of Texas with venue in Hidalgo County, Texas.

4.13 MODIFICATION OF AGREEMENT

No changes to this Agreement shall be made except upon written agreement of all parties. All modifications to this Agreement shall be in the form of Amendments signed by both parties hereto.

4.14 APPLICABILITY

This Agreement shall inure solely to the benefit of the parties hereto and not to any third-party recipients or suppliers of services.

4.15 RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreements or any amendments or exhibits thereto.

4.16 MULTIPLE ORIGINALS

This Agreement, along with any exhibits, may be executed in multiple originals and each shall be of equal authority.

LANDLORD

TRINITY EPSICOPAL CHURC

By: _____

Greg Dozier, Senior Warden

Approved as to Form:

TENANT

CITY OF PHARR
A Texas Municipal Corporation

By:_____

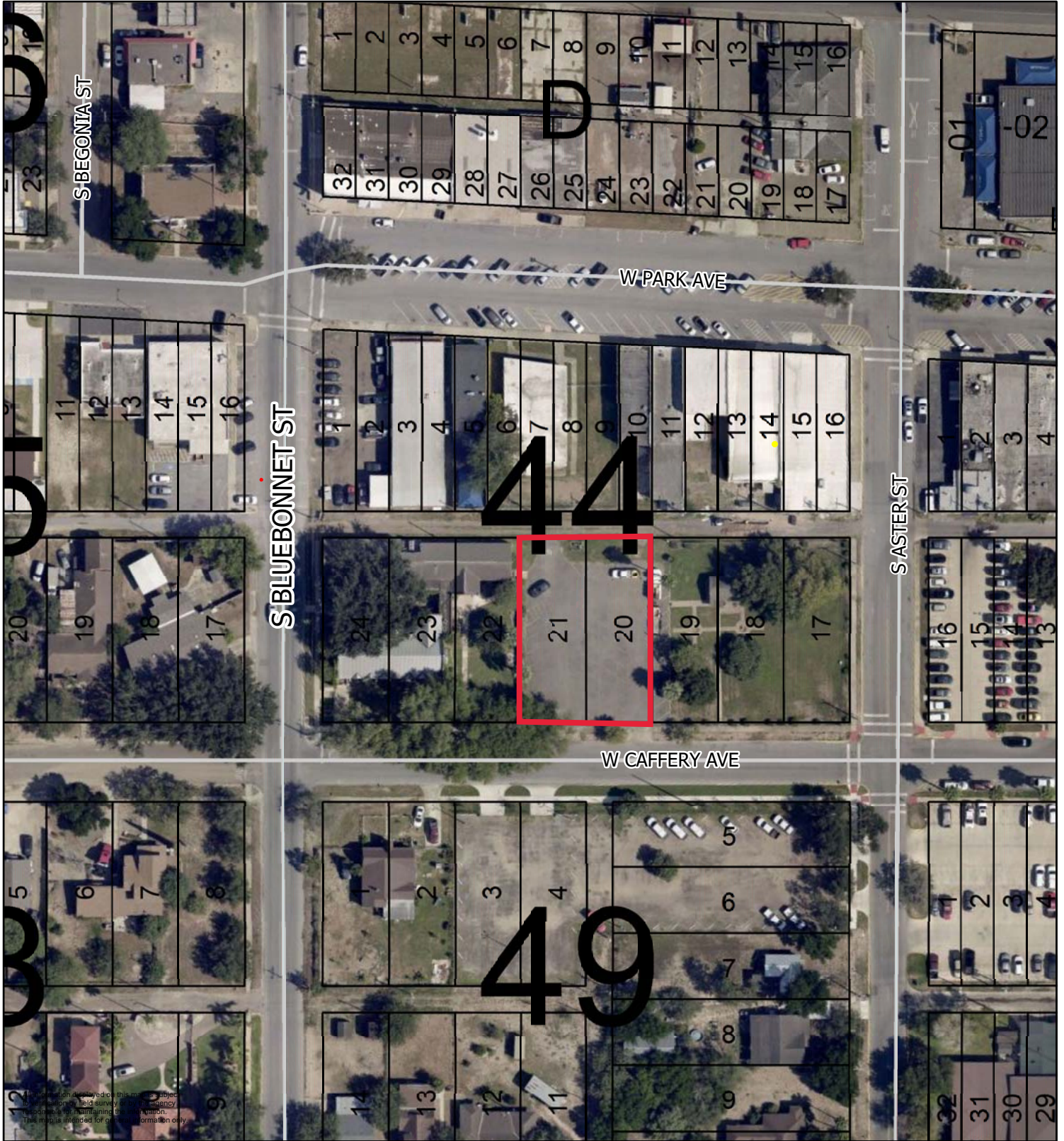
Anali Alaniz, Interim City Manager

ATTEST:

Hilda Pedraza
City Secretary

Approved as to Form:

Patricia A. Rigney, City Attorney



Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 3/1/2023

Scale: 1 inch = 103 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: March 1, 2023

MEETING DATE: March 6, 2023

FROM: Mayra Gomez, Director

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to award Request for Proposals (RFP) for Marketing Services for TeamPharr.net to DeSaro Rodriguez, LLC from McAllen, Texas. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr's Purchasing department solicited a request for proposals for marketing services for the [TeamPharr.net](https://www.teampharr.net) project. Two (2) proposals were received on February 22, 2023. A team evaluated each proposal and is recommending the highest ranked firm, DeSaro Rodriguez, LLC from McAllen, TX, based on the evaluation criteria as specified in the bid package. (Project No. 2122-01-510-S032-342)

Fiscal Consideration: At least \$245,500 plus charges as described in the proposal

Staff Recommendation: Staff recommends award to DeSaro Rodriguez, LLC from McAllen, TX

Alternatives: To reject

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Mayra Gomez

Jose Pena

Cynthia Garza

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 3/1/2023

Approved - 3/1/2023

Approved - 3/1/2023

Approved - 3/2/2023

Approved - 3/3/2023

Final Approval - 3/3/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: March 3, 2023

MEETING DATE: March 6, 2023

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with Frontier Direct Care for employee healthcare benefits. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Healthcare benefits for city employees.

Fiscal Consideration: \$55 per employee per month

Staff Recommendation: As recommended by City Commission.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez

Veronica Ramirez

Cynthia Garza

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 3/3/2023

Approved - 3/3/2023

Approved - 3/3/2023

Denied - 3/3/2023