

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, OCTOBER 16, 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 The University of Texas Rio Grande Valley as a top-rated university to be championed by the City of Pharr.

B) Proclamation proclaiming October 16, 2023 as Romeo Robles Day.

C) Proclamation proclaiming October 2023 as Domestic Violence Awareness Month.

D) Proclamation proclaiming October 2023 as National Breast Cancer Awareness Month.

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

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

A) Public hearing on development services cases

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

A) Submission of Sales Tax Collection Report for October 2023. **This item supports SG - Sound Governance and Fiscal Sustainability.**

B) City Events of Interest

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

A) Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance *(2nd Reading)* **This item supports QL - Quality of Life.** (HR)

B) Consideration and action, if any, authorizing City Manager to advertise to Request for Proposals for Capital Lease Financing on the Capital Equipment approved for FY 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

C) Consideration and action, if any, on Memorandum of Understanding between the Pharr, McAllen, Edinburg, San Juan and Alamo Fire Departments to provide Automatic Mutual Aid on Interstate 2 and Interstate 69 Central as part of the TxDOT Interchange Construction Project. **This item supports SSC - Safe and Secure Community.** (FIRE)

D) Consideration and action , if any, on Interlocal Agreement between the City of Pharr and South Texas College, allowing STC to pay the City of Pharr for EMS Training. **This item supports SG - Sound Governance and Fiscal Sustainability.** (EMERGENCY MEDICAL SERVICES)

E) Consideration and action, if any, on agreement with Pyro Shows of Texas for a fireworks display for the Christmas Posada on Saturday, December 9, 2023 and the New Year's Eve Ball Drop on Sunday, December 31, 2023 in the aggregate amount of \$17,500.00. **This item supports QL - Quality of Life.** (FIRE)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance authorizing the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023 and levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; setting certain parameters for the obligations; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing matters incident thereto. *(Adoption on One Reading)* **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

B) Consideration and action, if any, on Resolution executing Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units), Control Section Job (CSJ) Number 0921-02-424. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Resolution executing Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Parking Area, Control Section Job (CSJ) Number 0921-02-423. **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, on Resolution revising the City of Pharr Investment Policy. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

E) Consideration and action, if any, on Resolution authorizing the City of Pharr to participate in the Texas Range Public Funds Investment Pool. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

F) Consideration and action, if any, on Resolution authorizing City of Pharr expenditures reimbursement itself from the proceeds of one or more tax-exempt financing for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain capital improvements. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

G) Consideration and action, if any, on Resolution denying the rate application and consolidation proposed by Texas Gas Service Company to increase rates within incorporated areas of its service territory. **This item supports QL - Quality of Life.** (LEGAL)

H) Consideration and action, if any, on Resolution appointing two (2) regular members to the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

A) Alfredo Alvarado, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 46, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 6621 South Saint Marie Drive. COZ#230920 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

9. PURCHASING:

A) Consideration and action, if any, on the purchase of radios for the Fire Department from Motorola Solutions utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract RA05-21 in the amount of \$102,699.85. **This item supports SSC - Safe and Secure Community.** (FIRE)

B) Consideration and action, if any, on the purchase of self contained breathing apparatus for the Fire Department from Municipal Emergency Services utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract EE08-19 in the amount of \$341,110.00. **This item supports SSC - Safe and Secure Community.** (FIRE)

C) Consideration and action, if any, authorizing Pharr Public Utilities to purchase a Gorman Rupp Prime Assist Silent Pump, trailer mounted from Precision Pump Systems through Buy Board Cooperative Purchasing Contract # 672-22. **This item supports IF - Infrastructure.** (PUBLIC UTILITIES)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Memorandum of Understanding between City of Pharr and Kiowa Tribe regarding Development of Broadband and Strategic Planning. **This item supports QL - Quality of Life.** (ADMINISTRATION)

AGENDA REGULAR MEETING

October 16, 2023

B) Consideration and action, if any, on Change Order No. 1 in the amount of \$5,600.00 for the Downtown Park Statue project with Deep in the Heart Art Foundry (Project #2021-01-510-P027-001). **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Change Order No. 1 in the amount of \$8,500.00 for the Downtown Park Statue Project with Mata G. Construction Inc. **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Grant Management, Planning and Writing Services with Hollis Rutledge and Associates from Mission, TX. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

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

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

AGENDA REGULAR MEETING
October 16, 2023

discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

13. ADJOURNMENT:

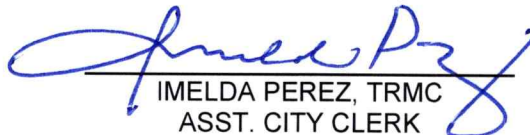
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 13th day of October 2023 at 3:45 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 13th day of October 2023.


IMELDA PEREZ, TRMC
ASST. 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, The University of Texas Rio Grande Valley (UTRGV) opened its doors to its inaugural class of students August 31, 2015, as the first major public university in Texas to be established in the 21st century; and

WHEREAS, comprised of two renowned legacy institutions, The University of Texas at Brownsville and The University of Texas Pan American, the Regional Academic Health Centers in Edinburg and Harlingen, and with the addition of a long-awaited School of Medicine, UTRGV continues to transform the academic and economic landscape of South Texas; and

WHEREAS, Washington Monthly has ranked UTRGV as #1 among all Texas universities and #60 among all universities nationwide based on three main criteria: social mobility, public service, and research; #1 among all Texas universities and #2 nationally for performance of Pell Grant students; #1 among all Texas universities for net price of attendance; and #1 among all Texas universities for best social mobility; and

WHEREAS, the Chronicle of Higher Education has ranked UTRGV as the #1 fastest-growing doctoral public university in Texas and #3 nationally; Degree Choices has ranked UTRGV as #1 among all public Texas universities and #15 among all universities nationally based on economic value; and Third Way, based on Economic Mobility Index or how well universities serve low-income students, has ranked UTRGV #1 among all large Texas universities and #6 nationally among all universities; and

WHEREAS, U.S. News and World Report, based on 19 key measures of academic quality, has ranked UTRGV #6 among all public universities in Texas and #227 among all universities nationally – up 72 places from the previous year; and the #1 top performer in Social Mobility among all public Texas universities; and

WHEREAS, UTRGV is committed to serving the Rio Grande Valley via an innovative and unique multicultural education dedicated to student access and success, and to championing leading research, healthcare, application of University discoveries, and supporting sustainable development, community engagement, and well-being.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby recognize and proclaim:

*“The University of Texas Rio Grande Valley as a top-rated university
to be Championed by City of Pharr”*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of October 2023.

CITY OF PHARR

ATTEST:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, Romeo Robles was born on August 27, 1939 in Pharr, Texas to J.M. Robles and Maria Luisa Ibanez Robles; and

WHEREAS, Romeo Robles, is married to Rosa Robles for the past sixty-six (66) years and have four children: Mary Lou Robles Doeppenschmidt, Romeo Robles Jr., Joan M. Robles Philpot, and Roel R. Robles; and

WHEREAS, Romeo Robles graduated from Pharr San Juan Alamo High School in 1958. He attended Pan American College and was called to serve our Country in the United States National Guard from 1961 to 1962 during the Berlin Crisis. While returning back onto American soil he finished his education at Pan American College in 1963 with a Bachelor's Degree in Education. He later received a Master's Degree in Education from Pan American University; and

WHEREAS, Romeo Robles became an educator in 1964 at the Pharr San Juan Alamo Independent School District working with special needs children for twenty-seven (27) years. As we know teachers don't just teach—they prepare us for the road ahead. Saying you appreciate that effort reminds teachers that their impact goes beyond the classroom; and

WHEREAS, Romeo Robles was appointed by the City Commission on October 21, 1999 as a member of the City of Pharr Planning and Zoning Commission and continues to serve as an active member of the Commission.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 16, 2023 as:

“Romeo Robles Day”

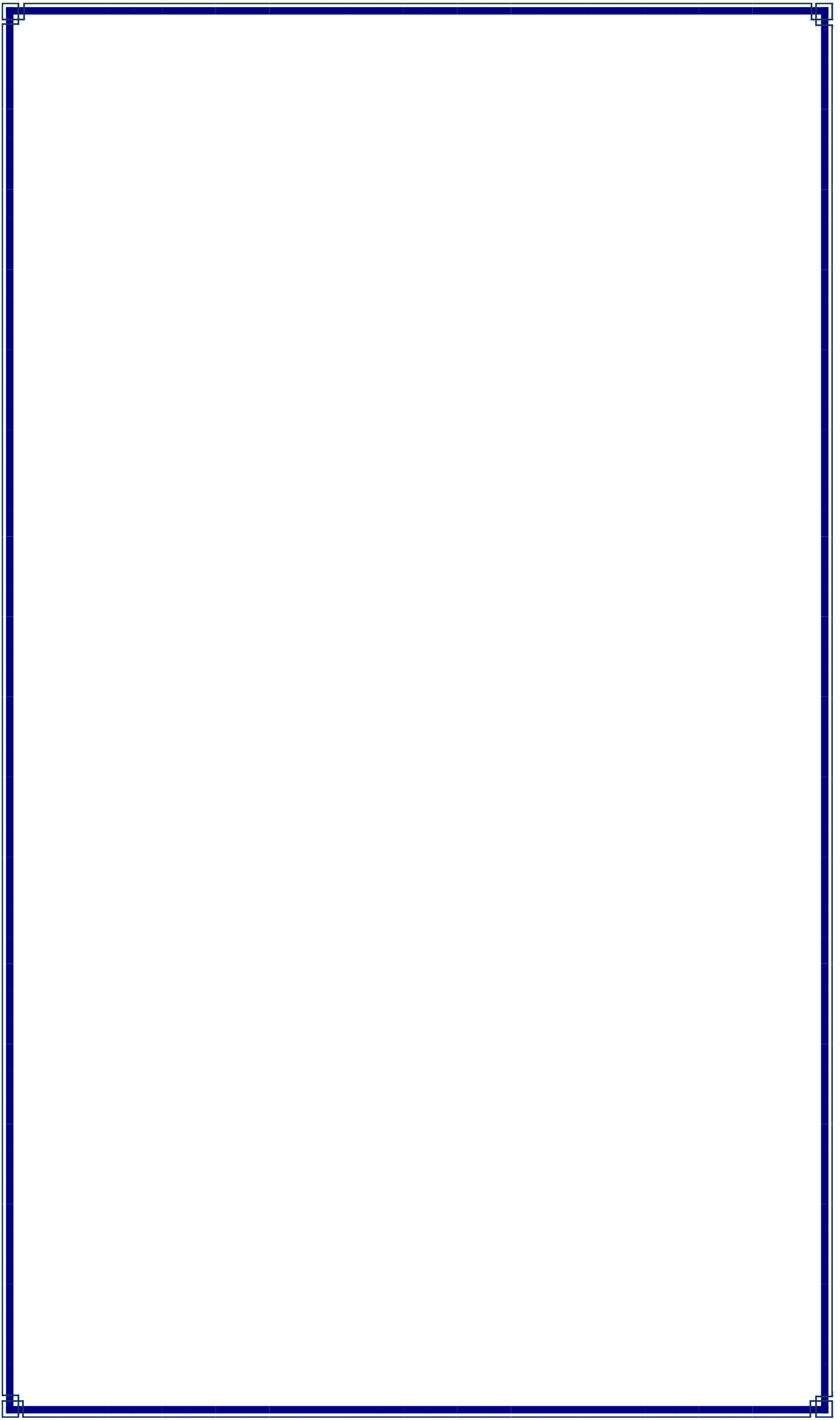
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of October 2023.

CITY OF PHARR

ATTEST:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk



Proclamation



***WHEREAS**, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control. Domestic violence extends to the abuse of children and the elderly; and*

***WHEREAS**, one in five women and one in nine men experience violence by an intimate partner and domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and*

***WHEREAS**, by providing our community with education about healthy relationships and by changing attitudes that support violence, we recognize that domestic violence can be prevented and the Pharr Police Department will work to provide prevention education on this terrible crime; and*

***WHEREAS**, it is vital to raise community and educational awareness and provide training for all, so that they may recognize when signs of domestic violence occur; and*

***WHEREAS**, everyone has the right to a safe and healthy relationship and to be free from abuse; and*

***WHEREAS**, City of Pharr urges all residents to work toward ending domestic violence by empowering people to develop healthier relationships, assisting victims in accessing information and supportive services they need, creating better and more resources for people in need, instituting effective educational tools in schools and engaging in discussions with family members and peers to promote awareness and prevention of the threat caused by domestic and family violence.*

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

“Domestic Violence Awareness and Prevention Month”

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

 Proclamation



***WHEREAS**, one in eight women will be diagnosed with breast cancer in their lifetime; and*

***WHEREAS**, according to the Centers of Disease and Prevention (CDC), breast cancer is the second most common cancer among women; and*

***WHEREAS**, increasing the public's knowledge about the importance of early detection of breast cancer diagnosis and treatment can save lives; and*

***WHEREAS**, Breast Cancer Awareness month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increasing education and regular screening; and*

***WHEREAS**, Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of awareness, education, and research; and*

***WHEREAS**, this October, as we display pink ribbons or wear pink clothing to raise awareness, we recognize breast cancer survivors, those currently battling the disease, friends, and families of diagnosed patients and applaud the efforts of our medical professionals and researchers working to find a cure.*

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

“National Breast Cancer Awareness Month”

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of October 2023.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: October 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 11, 2023

MEETING DATE: October 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for October 2023. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 2.16% YTD TRUE GROWTH compared to last Year 2022 and 7.72% INCREASE compared to last October 2022 payments.

Fiscal Consideration:

n/a

Staff Recommendation: Presentation only

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Karla Saavedra
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/11/2023
Approved - 10/12/2023
Approved - 10/12/2023
Final Approval - 10/12/2023



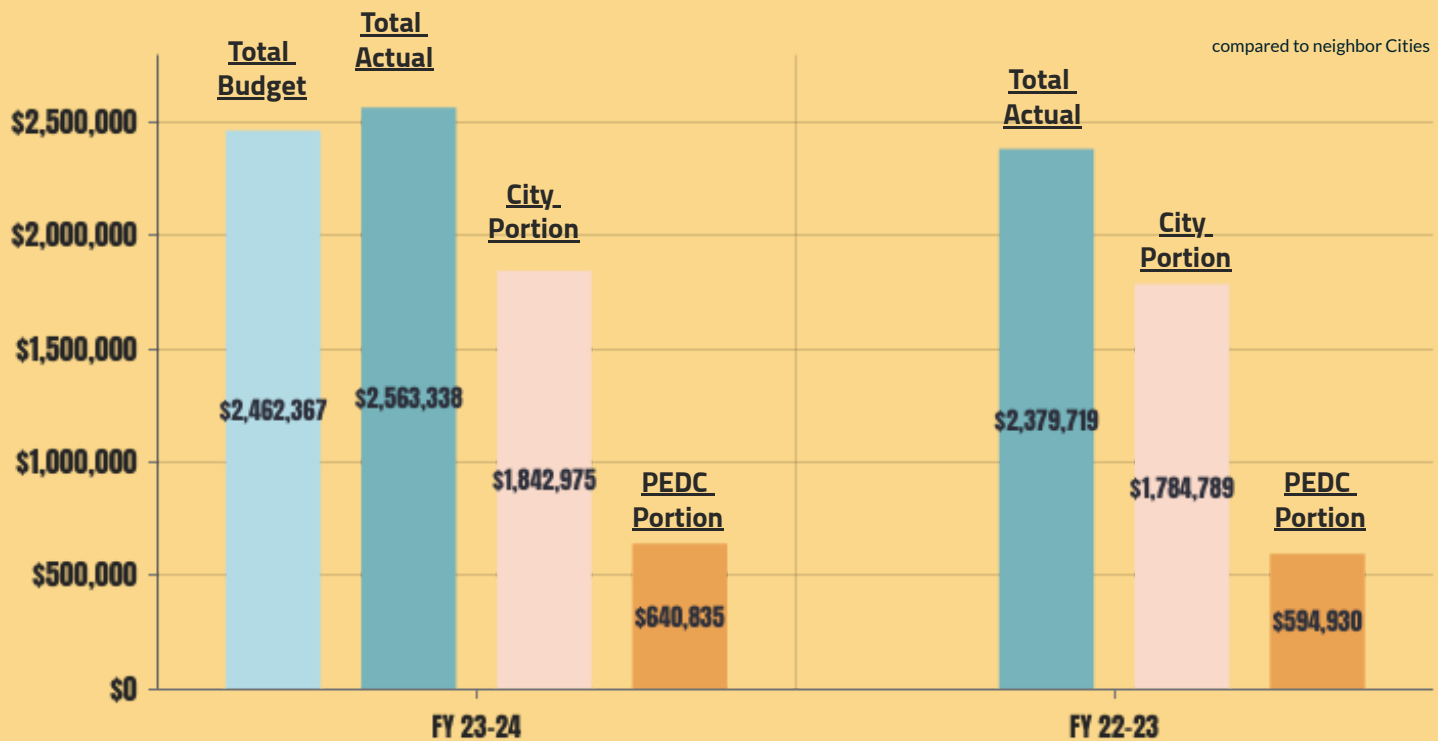
CITY OF PHARR SALES TAXES

as of October 2023
FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 10

compared to neighbor Cities



2.16% YTD

Increase in Sales Tax from
Last Year*



7.72%

Compared to October
2022 Cash Basis.



0.34%

More than Budget

*Growth is based on Calendar Year per Texas State Comptroller.

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED:

MEETING DATE: October 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 9, 2023

MEETING DATE: October 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance (*2nd Reading*) **This item supports QL - Quality of Life.**

Classification: Closed Session

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

Issue: Ordinance that includes adopting a repeating 100% Updated Service Credit with transfers effective Jan 1, 2024. The interlocal agreement with Hidalgo County Regional Mobility Authority was amended to include monthly payments for TMRS-2024 Transfer Updated Service Credit.

Fiscal Consideration: 12.86% Contribution Rate

Staff Recommendation: Staff recommends approval.

Alternatives: .

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Veronica Ramirez
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 10/9/2023
Approved - 10/9/2023
Approved - 10/9/2023
Approved - 10/12/2023
Final Approval - 10/12/2023

ORDINANCE NO. O-2023-

AN ORDINANCE REGARDING THE CITY OF PHARR'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND ANNUALLY ACCRUING TRANSFER UPDATED SERVICE CREDITS

Whereas, the City of Pharr, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, the Board of Commissioners finds that it is in the public interest to reauthorize annually accruing Updated Service Credits and to authorize annually accruing transfer Updated Service Credits.

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

SECTION 1. Authorization of Annually Accruing Updated Service Credits and Annually Accruing Transfer Updated Service Credits.

(a) On the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as "Transfer USC"), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Ordinance shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits, including Transfer USC, in this Ordinance shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

SECTION 2: 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 ____, 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



Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Pharr (01002)

Report Date - August 9, 2023

Plan Provisions	Current	Option 1
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC *	No	Yes
COLA	0%	0%
Retroactive COLA	No	No
20 Year/Any Age Retirement	Yes	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
Contribution Rates	2024	2024
Normal Cost Rate	7.48%	8.09%
Prior Service Rate	<u>4.23%</u>	<u>4.53%</u>
Retirement Rate	11.71%	12.62%
Supplemental Death Rate	<u>0.24%</u>	<u>0.24%</u>
Total Contribution Rate	11.95%	12.86%
Unfunded Actuarial Liability	\$22,057,709	\$23,865,735
Amortization Period	20 years	20 years
Funded Ratio	82.7%	81.5%

* As of the December 31, 2022 valuation date, there were 95 employees with service in other TMRS cities eligible for transfer USC.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 12, 2023

MEETING DATE: October 16, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise to Request for Proposals for Capital Lease Financing on the Capital Equipment approved for FY 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr finances capital equipment through Capital Leases, a request for proposals from financial institutes will be for FY 2023-2024
Project# 2324-01-511-S08-19

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to advertise for proposals

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Karla Saavedra
Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/12/2023
Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/13/2023
Final Approval - 10/13/2023

City of Pharr

List of Capital Expenditures for FY 2023-2024

<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Useful Life</u>
Public Works	Garadall XI 4300	\$ 400,000	7
Public Works	Sheep Foot Roller	\$ 180,000	7
Public Works	Stainless Steel Dod Kenells	\$ 55,000	7
Fire	Emergency Generators	\$ 270,000	7
Fire	Tanker Pumper	\$ 1,200,000	7
Fire	Self Containing Apparatus	\$ 341,100	7
Bridge	Toll Collection System	\$ 1,500,000	7
Bridge	Bucket Truck	\$ 150,000	7
Utility	Manholes	\$ 166,000	7
		<u><u>\$ 4,262,100</u></u>	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 2, 2023

MEETING DATE: October 16, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the Pharr, McAllen, Edinburg, San Juan and Alamo Fire Departments to provide Automatic Mutual Aid on Interstate 2 and Interstate 69 Central as part of the TxDOT Interchange Construction Project. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: On February 7, 2022, the City Commission approved a Memorandum of Understanding (MOU) between the Pharr, McAllen, Edinburg, San Juan and Alamo Fire Departments to provide automatic aid to the interchange construction project. Delayed emergency response for motor vehicle accidents was being experienced by the fire department due to the temporary and/or permanent closure of roadway travel lanes and/or exit/entrance ramps. In order to improve response times, the Pharr, McAllen, Edinburg, San Juan and Alamo Fire Departments entered into automatic mutual aid for various segments of Interstate 2 and Interstate 69 Central. Depending on the segment of roadway, multiple departments are simultaneously dispatched as one department may have a faster or advantageous response thus improving response times.

Staff is proposing to amend the MOU to include response to structure fires. Due to construction traffic control plans and/or roadway closures, response to structure fires north of Interstate 2 have been delayed. The department only has one (1) fire station north of Interstate 2 and the remaining three (3) fire stations have been delayed especially at night when roadway closures are in effect. The amendment to the MOU will allow fire stations from McAllen and Edinburg, which are strategically closer in distance to the areas north of Interstate 2 to responding automatically to structure fires.

Fiscal Consideration: This agreement has no fiscal impact on the FD budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the amendment to the MOU for Automatic Mutual Aid between the Cities of Pharr, McAllen, Edinburg, San Juan and Alamo Fire Departments as presented.

Alternatives: Dis-approve amendment to MOU.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 10/2/2023

Approved - 10/12/2023

Approved - 10/12/2023

Final Approval - 10/12/2023

MEMORANDUM OF UNDERSTANDING FOR

AUTOMATIC AID

BETWEEN

McALLEN, PHARR, SAN JUAN, ALAMO AND EDINBURG

FIRE DEPARTMENTS

This memorandum of understanding (“**MOU**”) by and between the McAllen, Pharr, San Juan, Alamo and Edinburg Fire Departments dated_____, 2023, for the purposes of identifying the parties’ respective roles and responsibilities associated with automatic aid for emergency response to incidents on Interstate 2 and Interstate 69 Central during the course of roadway construction for the Pharr Interchange Project.

WHEREAS, the participating fire departments in this MOU will operate under the provisions for mutual aid authorized by Chapter 418.109 (d) of the Texas Local Government Code; and

WHEREAS, the MOU will delineate the roles and responsibilities of each participating fire department utilizing automatic aid; and

WHEREAS, the mutual cooperation between all parties is in the best interest of the citizens in need of emergency services by improving response times that have been reduced due to construction of the Pharr Interchange Project, which impacts all the jurisdictions that are party to this MOU; and

WHEREAS, this MOU is also intended to serve as a pilot project for automatic aid between the respective cities to determine the feasibility and benefits for permanent automatic aid;

NOW THEREFORE, BE IT RESOLVED that the parties hereby agree as follows for the mutual benefit of all:

MUTUAL AID RESPONSE SEGMENT

Section 1. The City of Pharr Fire Department (Pharr FD) will provide mutual aid for structure fires, motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services. Pharr FD will also respond to requests for emergency services for the following section of Interstate 2 outside of Pharr’s jurisdiction:

- a. Westbound Main Lanes of Interstate 2 between Jackson Road and McColl Road.
- b. Eastbound Main Lanes of Interstate 2 between Veterans Road and Ceasar Chavez Road.

Section 2. The City of McAllen Fire Department (McAllen FD) will provide mutual aid for structure fires, motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services. McAllen FD will also respond to request for emergency services for the following sections of Interstate 2 outside of McAllen's jurisdiction:

- a. Eastbound Main Lanes of Interstate 2 between Jackson Road and Ceasar Chavez Road

Section 3. The City of San Juan Fire Department (San Juan FD) will provide mutual aid for structure fires, motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services. San Juan FD will also respond to request for emergency services for the following sections of Interstate 2 and Interstate 69 Central outside of San Juan's jurisdiction:

- a. Westbound Main Lanes of Interstate 2 between Veterans Road and McColl Road.
- b. Northbound Main Lanes of Interstate 69 Central between Interstate 2 and Nolana Loop.

Section 4. The City of Edinburg Fire Department (Edinburg FD) will provide mutual aid for structure fires, motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services. Edinburg FD will also respond to request for emergency services for the following sections of Interstate 69 Central outside of Edinburg's jurisdiction:

- a. Southbound Main Lanes of Interstate 69 Central between Owassa Road and Interstate 2.

Section 5. The City of Alamo Fire Department (Alamo FD) will provide mutual aid for structure fires, motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services. Alamo FD will also respond to request for emergency services for the following sections of Interstate 2 outside of Alamo's jurisdiction:

- a. Westbound Main Lanes of Interstate 2 between Cesar Chavez Road and Veterans Road.

RESPONSIBILITY OF AUTHORITY HAVING PRIMARY JURISDICTION

Section 1. The authority having primary jurisdiction for emergency response shall still be obligated to respond to the emergency incident within their jurisdiction and/or response area.

Section 2. In the event the jurisdiction requested to provide mutual aid does not have the resources available to answer the request, the agency is under no obligation to respond to the incident and may decline the automatic aid request.

Section 3. All the jurisdictions party to the MOU agree, to the extent possible, to implement dispatching protocols and equipment that will allow for simultaneous notification of the multiple departments requested to respond to an emergency incident utilizing automatic aid.

TERM OF MOU

This memorandum of understanding will remain in effect until construction of the Pharr Interchange Project improvements are substantially complete or all parties agree in writing to continue automatic aid or that the MOU is no longer necessary.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.

CITY OF McALLEN FIRE DEPT

By: _____
Name: Juan A Gloria
Title: Fire Chief

CITY OF PHARR FIRE DEPT

By: _____
Name: Pilar Rodriguez, PE
Title: Fire Chief

CITY OF SAN JUAN FIRE DEPT

By: _____
Name: Tirso Garza
Title: Fire Chief

CITY OF EDINBURG FIRE DEPT

By: _____
Name: Omar Garza
Title: Fire Chief

CITY OF ALAMO FIRE DEPT

By: _____
Name: Rogelio Contreras
Title: Fire Chief



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 9, 2023

MEETING DATE: October 16, 2023

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action , if any, on Interlocal Agreement between the City of Pharr and South Texas College, allowing STC to pay the City of Pharr for EMS Training. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: ILA will allow STC to pay for instructors when EMS teaches classes.

Fiscal Consideration: EMS will get reimbursed when we teach for STC.

Staff Recommendation: Staff Recommends Approval of ILA.

Alternatives: There are no alternatives.

Exclude Material from Public Packet? No

Reason: Items are not excluded.

ROUTING:

Daniel Ramirez
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/9/2023
Approved - 10/9/2023
Final Approval - 10/13/2023

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SOUTH TEXAS COLLEGE AND
THE CITY OF PHARR, TEXAS**

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is made on this the ___1___ day of September, 2023 between SOUTH TEXAS COLLEGE, hereinafter referred to as “STC,” and the CITY OF PHARR, TEXAS, hereinafter referred to as the “City,” and collectively referred to as the “Parties,” pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq. “Act”, as follows:

WHEREAS, STC is a political subdivision as defined by the Act, and an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in City of McAllen, Texas; and

WHEREAS, the City is a local government as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, STC provides live fire training (“Training”) to its students at the Edinburg Fire Training Facility (“Facility”) and requires standby ambulance services during the training sessions; and

WHEREAS, the City’s Emergency Medical Services Department (“Pharr EMS”) is able and willing to provide standby ambulance services (“Services”) to STC pursuant to the terms of this Agreement; and

WHEREAS, STC and the City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments and political subdivisions to perform governmental functions and services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, STC and the CITY agree as follows:

I. Services and Costs

Pharr EMS shall provide Services to STC at the Facility on the dates and times provided by STC at least 15 days prior to the date of a Training session. For each Training session at the Facility, STC agrees to pay the City for the Services the total sum of \$944.00 based upon an hourly rate of \$118.00 at eight (8) hours per session. During the Term of this Agreement, the total of all payments from STC to Pharr EMS shall not exceed \$5,000.00. Payment shall be made upon receipt of the City’s invoice. All invoices and payments shall be in accordance with the Texas Prompt Payment Act.

II. Termination and Modification

1. This Agreement is effective upon the signatures of both parties and shall continue in effect until December 31, 2023 (“Term”), unless earlier terminated pursuant to its terms. To be effective and binding, any modification, amendment, renewal and/or extension of this

Agreement must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.

2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this Agreement, the other Party may terminate this Agreement upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.
3. Either Party may terminate this Agreement for convenience by giving thirty (30) days' written notice to the other Party.

III. Acknowledgements

1. Nothing in this Agreement will create or imply an agency relationship between the Parties hereto nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose.
2. This Agreement is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.
3. A waiver by any party of any breach of any of the terms or conditions of this Agreement shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this Agreement, as applied to any party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
4. This Agreement constitutes the complete agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.
5. Each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
6. A Party may not use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

IV. Miscellaneous Provisions

1. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) sent via electronic mail to the address listed below; (ii) personally delivered against a written receipt; or (iii) sent by first-class mail, postage prepaid, and addressed to the parties at the addresses set forth below:

If to South Texas College:

South Texas College
Attn: Robert Vela, Jr.
Site Administrator
Regional Center for Public Safety Excellence
3901 S. Cage Blvd.
Pharr, Texas 78577
(956) 872-4203
rvela_3613@southtexascollege.edu

If to the City:

City of Pharr – Emergency Medical Services
118 S. Cage Blvd.
Pharr, TX 78577
(956) 402-2100
alexisf.montemayor@pharr-tx.gov

2. **Indemnity.** To the extent authorized by the Constitution and the laws of the State of Texas, the City shall indemnify and hold harmless STC, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against STC arising out of, resulting from, or connected with acts or omissions by the City, its agents or employees, under this Agreement.
3. **Choice of Law and Venue.** Venue for this Agreement shall lie exclusively in Hidalgo County Texas. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Texas.
4. **Immunities.** Neither the City nor STC, via this Agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that the City and STC have entered into this Agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
5. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
6. **Assignment.** This Agreement shall not be assignable.

7. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
8. **Authority to Execute.** The execution and performance of this Agreement by STC and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of STC and the City in accordance with its terms.
9. **Performance of Governmental Functions.** Each Party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying Party as herein provided.
10. **Continuing Effect.** The terms and conditions of this Agreement that, by their nature, require performance by either Party after the termination shall be and remain enforceable after such termination for any reason whatsoever.
11. **Force Majeure.** Neither Party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.
12. **Modification.** The Agreement shall not be subsequently waived, amended, modified or altered except by mutual written agreement signed by each Party's authorized agent.

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Agreement to be executed.

SOUTH TEXAS COLLEGE

By:

Ricardo J. Solis, President

CITY OF PHARR, TEXAS

By:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 4, 2023

MEETING DATE: October 16, 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 a fireworks display for the Christmas Posada on Saturday, December 9, 2023 and the New Year's Eve Ball Drop on Sunday, December 31, 2023 in the aggregate amount of \$17,500.00. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: As part of the Christmas Posada and the New Year's Eve Ball Drop, a public fireworks display will be held on Saturday, December 9, 2023 and Sunday, December 31, 2023 respectively.

Staff is proposing to enter into two agreements with Pyro Shows of Texas for the displays in the amount of \$2,500.00 for the Christmas Posada and \$15,000.00 for the New Year's Eve Ball Drop.

Project # 2324-01-515-S06-01 Christmas Posada

Project # 2324-01-515-S07-01 New Year's Eve

Fiscal Consideration: Funds have been budgeted for the Christmas Posada and New Year's Eve Ball Drop fireworks display.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreements with Pyro Shows of Texas to provide fireworks displays for the Christmas Posada and New Year's Eve Ball drop in the aggregate amount of \$17,500.00.

Alternatives: Dis-approve fireworks display.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Mayra Gomez
Karla Saavedra
Ricardo Rodriguez

Created/Initiated - 10/4/2023
Approved - 10/4/2023
Approved - 10/12/2023
Approved - 10/13/2023

City Management Office

Final Approval - 10/13/2023

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

This Agreement made on **September 26, 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-12-01-P-2500-000190** dated **September 26, 2023**. The Show will be given on **December 9, 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.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Pharr, City of shall pay PYRO SHOWS \$ 2,500.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 2,500.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 1,250.00) upon return of signed contract by **October 26, 2023**. 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.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

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

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, Vice President

CUSTOMER

BY: _____

Signature

Printed Name

Title

DATE: _____

WARRANTY EXCLUSIONS

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

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

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

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

This Agreement made on **September 18, 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-12-31-C-15000-000189** dated **September 18, 2023**. The Show will be given on **December 31, 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.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Pharr, City of shall pay PYRO SHOWS \$ 15,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 15,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 7,500.00) upon return of signed contract by **October 16, 2023**. 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.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

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

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, Vice President

CUSTOMER

BY: _____

DATE: _____

Signature

Printed Name

Title

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.A.

DATE SUBMITTED: October 11, 2023

MEETING DATE: October 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Ordinance authorizing the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023 and levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; setting certain parameters for the obligations; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing matters incident thereto. *(Adoption on One Reading)* **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: This resolution is needed so that the Bonds can be priced during the best time of the day and week in the market.

Fiscal Consideration: n/a

Staff Recommendation: To approve.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 10/11/2023

Karla Saavedra

Approved - 10/12/2023

Ricardo Rodriguez

Approved - 10/12/2023

Karla Saavedra

Approved - 10/12/2023

City Management Office

Final Approval - 10/12/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023 AND LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE OBLIGATIONS; SETTING CERTAIN PARAMETERS FOR THE OBLIGATIONS; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATES, PRICE, REDEMPTION PROVISIONS AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AND CONTAINING MATTERS INCIDENT THERETO.

WHEREAS, the City of Pharr, Texas (the “City”), acting through its City Commission, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code Chapter 271, Subchapter C, as amended (the “Act”), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage, and city lighting, (ii) streets, drainage, and utility improvements to City streets and roads, (iii) improvements and repairs to the City’s recreational park system, (iv) public safety improvements, and (v) the design, engineering, acquisition, construction, and equipping of the expansion of the City owned International Bridge System including new lanes.

WHEREAS, the City Commission authorized the publication of a notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2023 (the “Certificates”) to the effect that the City Commission was tentatively scheduled to meet at 4:00 p.m. on October 16, 2023, at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) the revenues to be derived from the City’s waterworks and sewer system (the “Waterworks and Sewer System”) after the payment of all operation and maintenance expenses thereof (the “Net Revenues”) in an amount not to exceed \$1,000, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates;

WHEREAS, such notice was published at the times and in the manner required by the Act;

WHEREAS, no petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before October 16, 2023 or the date of passage of this Ordinance.

WHEREAS, the City is authorized by Section 1502.052, Texas Government Code, as amended, to pledge the revenues of the Waterworks and Sewer System to the payment of certificates.

WHEREAS, the City has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the City qualifies as an “Issuer” under Chapter 1371, Texas Government Code;

WHEREAS, pursuant to the authority provided by the Act, the City deems it necessary and advisable to authorize one or more Pricing Officers to execute a Pricing Certificate within the parameters established herein with respect to one or more series of Certificates;

WHEREAS, the City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act; now therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF PHARR, TEXAS:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Certificate” or “Certificates” shall mean any or all of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, authorized by this Ordinance.

“City” shall mean the City of Pharr, Texas and, where appropriate, its City Commission.

“City Commission” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Construction Fund” shall mean the Combination Tax and Revenue Certificates of Obligation, Series 2023 Construction Fund established by the City and described in Section 4.3 of this Ordinance.

“Debt Service Fund” shall mean the Combination Tax and Revenue Certificates of Obligation, Series 2023 Debt Service Fund established by the City and described in Section 4.2 of this Ordinance.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Certificate, shall mean February 15, 2024 and each August 15 and February 15 thereafter until maturity or earlier redemption of such Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding” when used with reference to the Certificates, shall mean, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean BOKF, NA, Dallas, Texas, and its successors in that capacity.

“Pricing Certificate” shall mean the certificate signed by the Pricing Officer and containing the information regarding the Certificates specified herein.

“Pricing Officer” shall mean one or more of the following: the Mayor of the City, the City Manager, or the Finance Director of the City.

“Purchaser” shall mean the entity or entities specified in Section 6.1 hereof.

“Record Date” shall mean the close of business on the last business day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

“Registered Owner” shall mean the person or entity in whose name any Certificate is registered in the Register.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 1.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

Section 1.3: Recitals Incorporated. The recitals to this Ordinance are hereby approved by the City Commission and incorporated into and made a part of this Ordinance.

ARTICLE II

TERMS OF THE CERTIFICATES

Section 2.1: Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of Chapter 1371, et seq., Texas Government Code and Chapter 271, Subchapter C, Texas Local Government Code, as amended, in the total authorized aggregate principal amount of not to exceed Fifty Million Dollars (\$50,000,000) to provide all or part of the funds to pay contractual obligations to be incurred for (i) street signals, signage, and city lighting, (ii) streets, drainage, and utility improvements to City streets and roads, (iii) improvements and repairs to the City's recreational park system, (iv) public safety improvements, and (v) the design, engineering, acquisition, construction, and equipping of the expansion of the City owned International Bridge System including new lanes.

Section 2.2: Delegation of Authority. As authorized by Chapter 1371, Texas Government Code, as amended, a Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Certificates in one or more series/installments, as taxable or tax-exempt Bonds. The authority granted to the Pricing Officer hereunder shall expire 180 days for the date of the approval of this Ordinance (the "Expiration Date"). Certificates sold pursuant to a Purchase Agreement in a negotiated sale of the Certificates executed on or before the Expiration Date may be delivered after such date. The Pricing Officer's authority to sell and deliver the Certificates is subject to the conditions and carrying out the other procedures as set forth below.

Section 2.3: Designation. The Certificates shall be designated as "City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023," or otherwise as determined by the Pricing Officer in the Pricing Certificate.

Section 2.4: Date, Denomination, Interest Rates, and Maturities. The Certificates shall be dated October 15, 2023, shall mature on the dates in each of the years and in the amounts set out in the Pricing Certificate, shall be subject to prior optional and mandatory sinking fund redemption on the dates, for the redemption prices and in the amounts, set out in the Pricing Certificate, and shall bear interest at rates and from their issue date as set out in the Pricing Certificate payable on each Interest Payment Date.

Section 2.5: Selling and Delivering Certificates. The Pricing Officer shall determine all other matters not expressly provided in this Ordinance relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate; provided that:

(1) the price to be paid for the Certificates shall not be less than 90% of the aggregate original principal amount of the Certificates plus accrued interest thereon from their date to their delivery;

(2) the net effective interest rate on the Certificates shall not exceed 6.75%; and

(3) the aggregate principal amount of all series of the Certificates may not exceed the maximum principal amount authorized in Section 2.1 hereof, and such amount plus any net premium from the sale of the Certificates and any available funds of the City, must be sufficient to provide amounts necessary to fund the costs and expenses of the projects set forth in Section 2.1, and the costs of issuance of the Certificates, including underwriters' discount.

Section 2.6: Sale of the Certificates.

(1) A Pricing Officer, acting severally and individually, is authorized to designate in the Pricing Certificate and Purchase Agreement the senior managing underwriter for the Certificates and such additional underwriters as he or she deems appropriate and to assure that the Certificates are sold on the most advantageous terms to the City; and, a Pricing Officer, acting severally and individually, for and on behalf of the City, is authorized to execute and deliver the Purchase Agreement providing for the sale of Certificates at such price, with and subject to such terms as determined by a Pricing Officer pursuant to this Section. Such Purchase Agreement shall be substantially in the form and substance previously approved by the City (as determined by Bond Counsel) with such changes as are acceptable to a Pricing Officer.

(2) The obligation of the Underwriter to accept delivery of the Certificates shall be subject to the Underwriter being furnished with the final, approving opinion of the Perez Law Firm, PLLC, Bond Counsel for the City, which opinion shall be dated as of and delivered on the date of delivery of the Certificates to the Underwriter. The engagement of such firm as Bond Counsel for the City in connection with the issuance, sale, and delivery of the Certificates has previously been approved and is hereby ratified and confirmed.

(3) The City hereby acknowledges that the sale of the Certificates may be contingent upon the issuance of a policy of municipal bond insurance. A Pricing Officer is authorized to apply for and pay any costs associated with one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Certificates, which guarantee or insurance shall be specified in the Pricing Certificate; and, any acts of a Pricing Officer relating to applications for any such insurance are hereby authorized, approved, ratified and confirmed. The Pricing Certificate may contain provisions related to the bond insurance policies, if any, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Ordinance. The appropriate officials and representatives of the City are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or

insurance, and the printing on the Certificates of an appropriate legend or statement regarding such insurance, as provided by the bond insurer for the Certificates, is hereby approved.

(4) The Pricing Officers, each acting severally and individually, and the City's financial advisor are hereby authorized to take such action as they deem necessary or appropriate in seeking ratings on the Certificates from one or more nationally recognized rating agencies, and any such action is hereby ratified and confirmed.

Section 2.7 Use of Proceeds. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(1) Proceeds in the amount determined by a Pricing Officer shall be used for the purposes described in Sections 2.1.

(2) An amount equal to the costs of issuance of the Certificates, including underwriter's discount, as approved by the City, shall be applied to pay such costs as the City may arrange; and

(3) Any proceeds of the Certificates remaining after making all such deposits and payments described above shall be deposited into the Debt Service Fund.

Section 2.8: Manner of Payment, Characteristics, Execution and Authentication. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered, and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article III of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of the Perez Law Firm, PLLC, McAllen, Texas, Bond Counsel, may be printed on the back of the Certificates over the certification of the City Clerk, which may be executed in facsimile, and the engagement of Bond Counsel in connection with the issuance of the Certificates is hereby authorized and approved. CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

Section 2.9: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article III of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 2.10: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and interest

thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

The City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Certificates, premium, if any, and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an owner shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 2.11: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 2.12: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom,

except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 2.13: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

ARTICLE III

FORM OF CERTIFICATES

The form of the Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate, and Form of Assignment shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions, and variations, including an insurance legend or statement, if any, as may be necessary or desirable and not prohibited by this Ordinance.

ARTICLE IV

SECURITY FOR THE CERTIFICATES

Section 4.1: Pledge and Levy of Taxes and Revenues. To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund (hereinafter defined) and to no other purpose.

The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient

tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

In addition, the City also hereby pledges the revenues to be derived from the Waterworks and Sewer System, after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), in an amount not to exceed \$1,000, to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

To pay the interest coming due on the Certificates prior to receipt of the taxes levied to pay such interest, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

Section 4.2: Debt Service Fund. The Combination Tax and Revenue Certificates of Obligation, Series 2023 Debt Service Fund (the “Debt Service Fund”) is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 4.3: Construction Fund. The Combination Tax and Revenue Certificates of Obligation, Series 2023 Construction Fund (the “Construction Fund”) is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 2.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be applied to make such payments to the United States of America as shall be required to assure that interest on the Certificates is exempt from federal income taxation. Upon the completion of the purposes set forth in Section 2.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

Section 4.4: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE V

CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.1: Acceptance. BOKF, NA, Dallas, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Clerk is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 5.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the Registered Owners of the Certificates and shall be disbursed in accordance with this Ordinance.

Section 5.3: Certificates Presented. Subject to the provisions of Section 5.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 5.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 5.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 5.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VI

PROVISIONS CONCERNING CERTIFICATES

Section 6.1: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's clerk or an assistant clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 6.2: Approval of Official Statement. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 6.3: Tax Exemption. The City intends that the interest on the Certificates shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the

“Code”), and all applicable temporary, proposed, and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Certificates. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Certificates (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Certificates) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Certificates to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Certificates for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

- (a) The City will use all of the proceeds of the Certificates to (i) provide funds for the purposes described in Section 2.1 of this Ordinance, which will be owned and operated by the City and (ii) to pay the costs of issuing the Certificates. The City will not use any portion of the proceeds of the Certificates to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.
- (b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Certificates to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.
- (c) Principal of and interest on the Certificates will be paid solely from ad valorem taxes collected by the City, investment earnings on such collections, and as available, proceeds of the Certificates.
- (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Certificates are delivered, the City reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the Certificates or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.
- (e) At all times while the Certificates are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Certificates in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Certificates and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Certificates. To the extent necessary to prevent the Certificates from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted non-purpose investments allocable to the Certificates to be less than the yield that is materially higher than the yield on the Certificates.
- (f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Certificates to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

- (g) The City represents that not more than fifty percent (50%) of the proceeds of the Certificates will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Certificates will be used to carry out the governmental purpose of the Certificates within the three-year period beginning on the date of issue of the Certificates.
- (h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, if any, be rebated to the federal government. Specifically, the City will
 - (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Certificates as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Certificate is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Certificates and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.
- (i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Certificates not been relevant to either party.
- (j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Certificates on such form and in such place as the Secretary may prescribe.
- (k) The City will not issue or use the Certificates as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the

foregoing, the Certificates are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

- (l) Proper officers of the City charged with the responsibility for issuing the Certificates are hereby directed to make, execute, and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Certificates and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Certificates, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.
- (m) The covenants and representations made or required by this Section are for the benefit of the Certificate holders and any subsequent Certificate holder and may be relied upon by the Certificate holders and any subsequent Certificate holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by the Perez Law Firm, PLLC, a red book recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Certificates to be includable in gross income for federal income tax purposes under existing law. The Perez Law Firm, PLLC may contract outside Special Tax Counsel to render a tax opinion.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 6.5 shall survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion of interest on the Certificates from the gross income of the owners for federal income tax purposes.

Section 6.4: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Clerk, and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

ARTICLE VII

CONTINUING DISCLOSURE UNDERTAKING

Continuing Disclosure Undertaking. The Certificates will be subject to a continuing disclosure undertaking in conformity with the Rule and the provisions of this Article VIII. As used in this Article, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the official statement authorized by this Ordinance, under the under Tables numbered 1 through 6, 8 through 15, and in Appendix B. The City shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City shall provide unaudited financial statements for the applicable fiscal year by the required time and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Commission and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends that the words used in clauses (15) and (16), above, and the definition of Financial Obligation in this Ordinance have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 8.1(a) hereof by the time required by Section 8.1(a) hereof.

(c) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(d) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance

with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

- (a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity or redemption; or
- (b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Certificates shall no longer be regarded to be

Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 8.2: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, give any preference to any Certificate over any other Certificate, or reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.3: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.4: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 8.5: Further Proceedings. The Mayor, City Clerk, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.6: Severability. If any Section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.7: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City

Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 8.8: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.9: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 8.10: Preamble. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

[signature page follows]

PASSED AND APPROVED on this 16th day of October 2023.

CITY OF PHARR, TEXAS

Mayor

ATTEST

City Clerk

(SEAL)

EXHIBIT A

FORM OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF PHARR, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2023

REGISTERED NUMBER

¹R-

REGISTERED DENOMINATION

\$ _____

²INTEREST
RATE:

_____ %

DATED
DATE:

INTEREST
ACCRUES
FROM:

Date of Delivery

²MATURITY
DATE:

February 15, ____

²CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

³THE CITY OF PHARR, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at the principal corporate trust office of BOKF, NA, Dallas, Texas, or its successor (the “Paying Agent/Registrar”), the principal amount identified above payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of their delivery or the most recent interest payment date to which interest has

¹ Initial Certificate shall be numbered T-1.

² Omitted from the Initial Certificate.

³ The first sentence of the Initial Certificate shall read as follows:

“THE CITY OF PHARR, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on August 15 of each of the years and in the principal amounts set forth in the following schedule: **[Insert information regarding years of maturity, principal amounts and interest rates from Section 2.3 of the Ordinance]**, upon presentation and surrender of this Certificate at the principal corporate trust office of BOKF, NA, Dallas, Texas, or its successor (the “Paying Agent/Registrar”), payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of their delivery or the most recent interest payment date to which interest has been paid or duly provided for.”

been paid or duly provided for. Interest on this Certificate is payable on February 15, 2024 and each August 15 and February 15 thereafter until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the principal corporate trust office of the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of \$_____ issued pursuant to an ordinance adopted by the City Commission of the City on October 16, 2023 (the "Ordinance") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage, and city lighting, (ii) streets, drainage, and utility improvements to City streets and roads, (iii) improvements and repairs to the City's recreational park system, (iv) public safety improvements, and (v) the design, engineering, acquisition, construction, and equipping of the expansion of the City owned International Bridge System including new lanes;

⁴THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 20__, in whole or in part, in principal installments of \$5,000 or any integral multiple thereof, on August 15, 20__, or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

⁴ In the Initial Certificate, this paragraph shall read: "THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's waterworks and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor and countersigned by the City Clerk by their manual, lithographed or printed facsimile signatures.

CITY OF PHARR, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Clerk

* * *

⁵FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I hereby certify that this certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

* * *

⁶FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[_____] _____
as Paying Agent/Registrar
By _____
Authorized Signature
Date of Authentication: _____

* * *

⁵ The Comptroller's Registration Certificate shall only be attached to the Initial Certificate.

⁶ Omitted from the Initial Certificate.

⁷FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

* * *

FORM OF STATEMENT OF INSURANCE

TBD

⁷ Omitted from the Initial Certificate.

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

SEE TAB __



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 6, 2023

MEETING DATE: October 16, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution executing Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units), Control Section Job (CSJ) Number 0921-02-424. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The proposed AFA-Amendment #1 with TxDOT for the Dock Expansion Phase I project is to add \$4,000,000.00 in Rider 11B funds to the project. The City of Pharr requested that these funds be shifted over to this project from the Commercial Vehicle Parking Area, CSJ 0921-02-423, to cover cost escalations due to inflation. TxDOT granted the request.

The AFA-Amendment #1 will require the City to pay a total estimated amount of \$327,217 to TxDOT for review and oversight services. This is an increase of \$138,717 from the original AFA. Out of the total estimated amount due, the City has already paid \$51,000 under the original AFA and only needs to cover the remaining balance of \$276,217. As before, the City is responsible for 100% of cost overruns

Fiscal Consideration:

Initial Payment Due at AFA Approval: \$51,000 (*payment was delivered on July 13, 2020*)

Payment Due Before Construction: \$276,217 (*an increase of \$138,717 from the original AFA*)

Total: \$327,217

**Remaining balance is \$276,217*

Staff Recommendation: Staff recommends approval of the Resolution executing Amendment #1 to the AFA with TxDOT for the Dock Expansion Phase I, CSJ #0921-02-424.

Alternatives: The amendment shifts funding to the project. There is no alternative unless the funding is rejected and returned to the Commercial Vehicle Parking Area.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Created/Initiated - 10/6/2023

Ruben Alfaro

Approved - 10/12/2023

Cynthia Garza

Approved - 10/12/2023

Ricardo Rodriguez

Approved - 10/13/2023

Karla Saavedra

Approved - 10/13/2023

City Management Office

Final Approval - 10/13/2023

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-424	AFA ID	Z00001380	CFDA No.	20.205
AFA CSJs	0921-02-433			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	32600		
Project Name		Dock Expansion Phase I		AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT **For** **Border State Infrastructure (Rider 11B) Project** **Off-System**

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **City of Pharr**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **July 7, 2020** to effectuate their agreement to **expand the Dock Phase I at Pharr International Bridge**; and,

WHEREAS, it has become necessary to amend that contract in order to **increase construction funding due to the increase of construction estimates**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. Attachment A, Resolution, Ordinance, or Commissioners Court Order, is supplemented by adding Attachment A-1, Resolution, Ordinance, or Commissioners Court Order.
2. Attachment C, **Project Budget**, is deleted in its entirety and replaced with Attachment C-1, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **increased** by \$ **8,537,768**, from \$ **6,579,898** to \$ **15,117,666**, due to an **increase in the construction estimates**.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-424	AFA ID	Z00001380	CFDA No.	20.205
AFA CSJs	0921-02-433			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	32600		
Project Name		Dock Expansion Phase I		<i>AFA Not Used For Research & Development</i>	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

_____ Signature	_____ Signature
Kenneth Stewart _____ Typed or Printed Name	Ambrosio Hernandez _____ Typed or Printed Name
Director of Contract Services _____ Typed or Printed Title	City of Pharr Mayor _____ Typed or Printed Title
_____ Date	_____ Date

DRAFT

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-424	AFA ID	Z00001380	CFDA No.	20.205
AFA CSJs	0921-02-433			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	32600		
Project Name	Dock Expansion Phase I			AFA Not Used For Research & Development	

ATTACHMENT C-1 PROJECT BUDGET

Construction cost will be allocated based on 80% Federal funding, 20% State funding, with additional participation by the Local Government in the amount of \$5,876,738. The Local Government will be responsible for 100% of project costs overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
Preliminary Engineering (by Local Government)	\$330,000	0%	\$0	0%	\$0	100%	\$330,000
Environmental (by Local Government)	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Construction (by Local Government) Cat 11B	\$7,000,000	80%	\$5,600,000	20%	\$1,400,000	0%	\$0
Construction (by Local Government)	\$5,876,738	0%	\$0	0%	\$0	100%	\$5,876,738
Construction Engineering (by Local Government)	\$934,093	0%	\$0	0%	\$0	100%	\$934,093
Subtotal	\$14,150,831	\$5,600,000		\$1,400,000		\$7,150,831	
Engineering Direct State Costs	\$40,800	0%	\$0	0%	\$0	100%	\$40,800
Environmental Direct State Cost	\$5,100	0%	\$0	0%	\$0	100%	\$5,100
ROW Direct State Costs	\$2,550	0%	\$0	0%	\$0	100%	\$2,550
Utility Direct State Costs	\$2,550	0%	\$0	0%	\$0	100%	\$2,550
Construction Direct State Cost (State review and oversight)	\$276,217	0%	\$0	0%	\$0	100%	\$276,217
Indirect State Cost (4.52%)	\$639,618	0%	\$0	100%	\$639,618	0%	\$0
Subtotal	\$966,835	\$0		\$639,618		\$327,217	
TOTAL	\$15,117,666	\$5,600,00		\$2,039,618		\$7,478,048	

Initial payment by the Local Government to the State Received on 7.13.20:	\$51,000
Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids:	\$276,217
Estimated total payment by the Local Government to the State:	\$327,217

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO. R-2023-__

**ADVANCE FUNDING AGREEMENT
AMENDMENT NUMBER 1
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE I (DRY UNITS) AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-424**

WHEREAS, on April 20, 2020, the Board of Commissioners of the City of Pharr (City), Texas, approved Resolution No. R-2020-26 allowing the City to enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (State) for the construction of the Dock Expansion Phase I, CSJ: 0921-02-424, at the Pharr International Bridge; and

WHEREAS, due to inflation in construction costs, the City requested funds be shifted to this project from the Commercial Vehicle Parking Area, CSJ: 0921-02-423. TxDOT granted the request; and

WHEREAS, the total addition is \$4,000,000 in Rider 11B funds to the Dock Expansion Phase I, CSJ: 0921-02-424; and

WHEREAS, The City's revised total estimated cost to the State will be **\$327,217** (*This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.*) and initial payment in the amount of **\$51,000** to the Texas Department of Transportation Trust Fund has been paid.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement – Amendment #1 for the Dock Expansion Phase II (CSJ: 0921-02-425) with the State.

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

PASSED AND APPROVED this 16th day of October 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 6, 2023

MEETING DATE: October 16, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution executing Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Parking Area, Control Section Job (CSJ) Number 0921-02-423. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The proposed AFA-Amendment #1 with TxDOT for the Commercial Vehicle Parking Area project is to add \$11,439,844 in Cat. 10 Carbon Reduction Program (CRP) funds to the project. The City of Pharr requested these funds to cover cost escalations due to inflation. TxDOT granted the request.

The AFA-Amendment #1 will require the City to pay a total estimated amount of \$372,407 to TxDOT for review and oversight services. This is an increase of \$90,907 from the original AFA. Out of the total estimated amount due, the City has already paid \$94,000 under the original AFA and only needs to cover the remaining balance of \$278,407. As before, the City is responsible for 100% of cost overruns.

Fiscal Consideration:

Initial Payment Due at AFA Approval: \$94,000 (*payment was delivered on July 13, 2020*)

Payment Due Before Construction: \$278,407 (*an increase of \$90,907 from the original AFA*)

Total: \$372,407

**Remaining balance is \$278,407*

Staff Recommendation: Staff recommends approval of the Resolution executing Amendment #1 to the AFA with TxDOT for the Commercial Vehicle Parking Area, CSJ #0921-02-423.

Alternatives: The amendment adds funding to the project. There is no alternative except to reject the funding.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Cynthia Garza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 10/6/2023
Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/13/2023
Approved - 10/13/2023
Final Approval - 10/13/2023

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-423	AFA ID	Z00001797	CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	32600		
Project Name		Commercial Vehicle parking Site		AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **City of Pharr**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **July 7, 2020** to effectuate their agreement to the construction of the **Commercial Vehicle Parking Area**; and,

WHEREAS, it has become necessary to amend that contract in order to **add additional funding to cover the increased cost of Construction**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. Attachment A, Resolution, Ordinance, or Commissioners Court Order is supplemented by adding Attachment A-1, Resolution, Ordinance, or Commissioners Court Order.
2. Attachment C, **Project Budget**, is deleted in its entirety and replaced with Attachment C-1, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **increased** by \$ 6,608,085, from \$ 9,003,694 to \$ 15,611,779, due to the **increase of construction estimates**.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-423	AFA ID	Z00001797	CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	32600		
Project Name		Commercial Vehicle parking Site		<i>AFA Not Used For Research & Development</i>	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-423	AFA ID	Z00001797	CFDA No.	20.205
AFA CSJ #				CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	32600		
Project Name		Commercial Vehicle Parking Site		AFA Not Used For Research & Development	

ATTACHMENT C-1 PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$1,975,754. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of preliminary engineering (PE), Environmental documents, Construction Engineering, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
Preliminary Engineering (by Local Government)	\$450,000	0%	\$0	0%	\$0	100%	\$450,000
Environmental (by Local Government)	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Construction (by Local Government) Cat. 10 CBNM	\$11,439,844	80%	\$9,151,875	0%	\$0	20%	\$2,287,969
Construction (by Local Government)	\$1,975,754	0%	\$0	0%	\$0	100%	1,975,754
Construction Engineering (by Local Government)	\$504,744	0%	\$0	0%	\$0	100%	\$504,744
Subtotal	\$14,390,342	\$9,151,875		\$0		\$5,238,467	
Engineer Direct State Costs	\$70,500	0%	\$0	0%	\$0	100%	\$70,500
Environmental Direct State Costs	\$14,100	0%	\$0	0%	\$0	100%	\$14,100
Right of Way Direct State Costs	\$4,700	0%	\$0	0%	\$0	100%	\$4,700
Utility Direct State Costs	\$4,700	0%	\$0	0%	\$0	100%	\$4,700
Construction Direct State Cost (State review and oversight of Construction Engineering)	\$278,407	0%	\$0	0%	\$0	100%	\$278,407
Indirect State Cost (5.9%)	\$849,030	0%	\$0	100%	\$849,030	0%	\$0
Subtotal	\$1,221,437	\$0		\$849,030		\$372,407	
TOTAL	\$15,611,779	\$9,151,875		\$849,030		\$5,610,874	

Initial payment by the Local Government to the State Received on 7.13.20:	\$94,000
Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids:	\$278,407
Estimated total payment by the Local Government to the State:	\$372,407

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO. R-2023-__

**ADVANCE FUNDING AGREEMENT
AMENDMENT NUMBER 1
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
COMMERCIAL VEHICLE PARKING AREA AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-423**

WHEREAS, on June 01, 2020, the Board of Commissioners of the City of Pharr (City), Texas, approved Resolution No. R-2020-25 allowing the City to enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (State) for the construction of the Commercial Vehicle Parking Area, CSJ: 0921-02-423; and

WHEREAS, due to inflation in construction costs, the City requested additional funding for the Commercial Vehicle Parking Area, CSJ: 0921-02-423. TxDOT granted the request; and

WHEREAS, the total addition is \$11,439,844 in Cat. 10 CRP funds to the Commercial Vehicle Parking Area, CSJ: 0921-02-423; and

WHEREAS, The City's revised total estimated cost to the State will be **\$372,407** (*This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.*) and initial payment in the amount of **\$94,000** to the Texas Department of Transportation Trust Fund has been paid.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement – Amendment #1 for the Commercial Vehicle Parking Area (CSJ: 0921-02-423) with the State.

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

PASSED AND APPROVED this 16th day of October 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: October 11, 2023

MEETING DATE: October 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution revising the City of Pharr Investment Policy. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: As part of the City's Fiscal Transparency, City is required to revise Investment Policy on a regular basis to comply with the Public Funds Investment Act that governs deposits and investment securities from municipalities and other local government entities.

Fiscal Consideration: n/a

Staff Recommendation: To approve.

Alternatives: To leave Policy as it is.

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 10/11/2023

Approved - 10/12/2023

Approved - 10/12/2023

Final Approval - 10/12/2023

STATE OF TEXAS §
HIDALGO COUNTY §
CITY OF PHARR §

RESOLUTION NO. R-2012-07

WHEREAS, Article 842a-2, V.A.C.S., known as the Public Funds Investment Act of 1987, provides for the investment of City funds in certain authorized securities; and

WHEREAS, the City Commission finds it to be in the public interest to approve the investment policy which authorizes the investment of City funds and provides for the preservation of City capital; and

WHEREAS, the Investment Portfolio of the City of Pharr follows applicable State Law and the Investment Policy.

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

SECTION 1: That the City of Pharr Investment Policy, attached hereto as Exhibit "A" and made a part hereof for all legal purposes, which provides for the investment of City Funds and the preservation of City capital.

SECTION 2: That the City Manager and Finance Director and Assistant Finance Director of the City of Pharr are authorized to provide such policy.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS this *16th Day of October 2023*.

CITY OF PHARR

ATTEST:

Dr. Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, TRMC/CMC, ACM/City Clerk



CITY OF PHARR INVESTMENT POLICY

Finance Department

OCTOBER 2023

CITY OF PHARR
INVESTMENT POLICY
October 2023

1.0 POLICY:

It is the policy of the City of Pharr, Texas and its component units to invest public funds in a manner which will provide the safest and most liquid opportunity with the highest investment return while meeting the daily cash flow demands of the City and conforming to the statutes governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The policy and strategy shall be reviewed by the City Commission annually. Any modifications will be formally approved by the City Commission. This investment policy, as approved, follows the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256 (Public Funds Investment Act, PFIA). This investment policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of City's funds. This policy does not include the investment of Other Post Employment Benefit Trust Funds, a separate investment policy is available for that purpose.

2.0 SCOPE:

This policy applies to all aspects of investing the financial assets of the City and its component units. These funds are accounted for in the City's Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and any new fund created by legislative body, unless specifically exempted or excluded. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Fund investment act. Such funds currently include Retirement/Pension Fund and Deferred Compensation Fund.

2.1 Bond Proceeds: Funds received from the sale of general obligation bonds or certificates of obligation will be segregated and will be invested under a separate strategy.

3.0 OBJECTIVES:

The following are the primary investment objectives of the City of Pharr, in order of priority:

3.1 Safety: Safety of principal is the foremost objective of the City of Pharr's investment policy. Safety is defined as the undiminished return of the principal of the City's investments and deposits. Investment officers must have an adequate understanding of the suitability of individual investment instruments considering the City's financial needs. This understanding is gained through experience of the investment officers and through training designed to increase the expertise of the investment officers.

3.2 Liquidity: Liquidity is important to ensure enough cash to meet all operating requirements. A liquid investment is one that can be easily and quickly converted into cash without a substantial loss of value.

3.3 Yield: For the City of Pharr, the yield objective is secondary to those of safety and liquidity. Yield is defined as the rate of annual income return on an investment, expressed as a percentage. The six-month U.S. Treasury Bill will be used as a prudent yield target.

3.4 Rate Change: The City will require a minimum rating. The investment is not authorized during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

4.0 STANDARDS OF CARE:

4.1 Prudence: Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the persons' own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Persons who act in good faith, exercising due diligence, and in compliance with this policy, shall be relieved of any personal liability arising from the investment activities of the City of Pharr. In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with this written investment policy of the City of Pharr.

4.2 Ethics/Conflicts of interest: Investment officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Commission if:

a) The investment officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest.

b) The investment officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment business with the City shall file a statement disclosing that relationship. An investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

4.3 Delegation of Authority: In accordance with the PFIA, the responsibility for conducting investment transactions resides with the City Commission. The daily operation and management of the City of Pharr's investments are delegated to the following persons:

b) **Investment Officers:** The City Manager shall name two investment officers from among the employees with the following job titles: City Manager, Deputy City Manager, Assistant Finance Director and Finance Director. The investment officers are authorized to deposit, withdraw, invest, transfer, or manage in any other manner funds of the City of Pharr.

c) **Other Investment Authorizations:** The City Manager, Assistant City Manager, Finance Director, and Assistant Finance Director, are authorized and responsible for depositing of funds into the bank depository.

4.4 Quality and Capability of Investment Management: Recognizing that the investment officers of the City have many other duties and that they may lack formal education in investing, this policy allows the City to use only the more basic and easily understood types of investments available to local governments.

4.5 Training of Investment Officers: All investment officers of the City shall attend an investment training session not less than once in a two-year period (training cycle begins on the first day of the fiscal year) and receive not less than ten hours of instruction from an independent source endorsed by the Governmental Treasurers Organization of Texas, Texas Municipal League, or the University of North Texas Center for Public Management.

5.0 STRATEGIES:

The investment strategy is the logical product of the investment objectives. As such, it emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investments listed in Section 7 of this policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period, some investments mature each calendar month.

A basic strategy governs the investment of all funds under this policy. A separate strategy applies to the investment of bond proceeds.

5.1 Depository Bank: At least every five years a banking services depository shall be selected through a competitive request for proposal or bid process in accordance with the Texas Government Code 105. In selecting a depository, the services, costs of services, credit worthiness, earnings potential, and collateralization by institutions shall be considered.

Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. In instances where the depository contract allows for the payment of fees by maintaining balances at the depository, every effort is to be made to minimize the amount of money held at the depository in excess of that needed to compensate the bank for its services. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law. This strategy specifies that enough funds to support daily operations are maintained in the depository bank, but that any funds in excess of that be held to a minimum.

5.2 Investment Pools: An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. Funds are usually available from investment pools on a next day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staffs, investment pools can prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification.

The strategy of the City of Pharr calls for the use of investment pools as a primary source of diversification and a supplemental source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

5.3 Direct Investments: The City of Pharr purchases securities of the U.S. Treasury and U.S. Agencies in the secondary market. For purposes of this policy, the term "U. S. Agencies" shall refer to obligations of agencies or instrumentalities of the United States. Most of the direct investments have a remaining maturity of two years or less. The City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity each month, enhancing liquidity. However, the yields are those of two-year investments rather than securities having a single month to maturity, enhancing yield. The investment officers must consider the over-all liquidity of the portfolio before making a direct investment. Additionally, the City occasionally purchases a U. S. Treasury or Agency security with maturities if two years. See Section 5.5 below.

5.4 Hold until Maturity: The strategy of the City is to maintain enough liquidity in its portfolio that it never needs to sell a security. This will protect the principal of the investment against market risk. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

5.5 Investment of Reserve Funds: Up to one-third of the funds held in reserve are available for investment in Treasury or Agency securities with remaining maturities up to two years.

5.6 Separate Strategy for Bond Proceeds: Proceeds from the sale of general obligation bonds or certificates of obligation will be segregated from the other investments of the City. The basic intent is to match the availability of funds to the cash requirements of the capital projects. Therefore, the maturity limits of Section 9.0 do not apply. The following investments are available for this strategy: treasury securities, demand deposits, time deposits, and investment pools. Ten percent of anticipated costs of the projects must be kept in demand deposits or pooled investments to cover unanticipated cash demands. The remaining proceeds are to be invested to match anticipated demands for cash. Except for the requirement for demand deposits or investment pools above, there is no restriction on the percentage of the bond proceeds that may be invested in any authorized investment vehicle.

6.0 Authorized Financial Dealers and Institutions:

6.1 Approved List of Investment Service Providers: All banking services will be governed by the depository contract. In addition, the Finance Director shall maintain a list of security brokers, dealers, and investment pools that are authorized by the City Commission. To be eligible to be approved to do business with the City of Pharr, a seller of securities must be a primary dealer, a regional dealer that qualifies under SEC Rule 15C3-1, or regulated by Federal banking authorities. To be eligible to be approved to do business with the City of Pharr, an investment pool must meet all the requirements of State law. More details on investment pool qualifications are listed in Section 7.5. Annually, the Investment Committee must review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

6.2 Acknowledgment of Investment Policy: A written copy of this investment policy shall be presented to any person or firm seeking to sell to the City any investment. An authorized representative of the business organization seeking to sell an investment shall execute a written instrument substantially to the effect that the registered principal has: (1) received and thoroughly reviewed the City's investment policy; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The City's investment officers are expressly prohibited from buying any security from a person or firm which has not delivered a document that complies with the requirements of this section of the investment policy to the City.

7.0 Authorized Investments, Including Diversification Limits and Maximum Maturities:

Following is a list of investments that are authorized by this policy for inclusion in the City of Pharr's portfolio of investments. Also shown are the limits on the amount of that type of security that can be held, expressed as a percentage of the entire City portfolio. Also, the maximum maturity that is allowable for each type of security is specified.

7.1 Demand Deposits at Depository Bank: Governed by the depository contract and provisions of State law, collateralized demand deposits at the depository bank have unsurpassed liquidity and safety but do not usually provide the highest yield. Their maturity is immediate. One hundred percent (100%) of the City's portfolio may be maintained in properly collateralized demand deposits at the depository bank.

7.2 Time Deposits at Depository Bank: Certificates of Deposit at the depository bank are authorized if they are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor and are collateralized by obligations that are allowable under state law. The maximum authorized length of maturity for certificates of deposit is two years. The target investment level is ten percent (10%), and the portfolio cap is thirty percent (30%). The target investment level is that level of investment, expressed as a percentage of the total portfolio, which the City should strive not to exceed. The portfolio cap is that level of investment, also expressed as a percentage of total portfolio, which the City must not exceed.

7.3 Obligations of the United States Treasury: United States Treasury Bills, Notes and Bonds are authorized investments of the City of Pharr. For purposes of direct investment by the City, the maximum length of remaining maturity is two years. The target investment level is thirty percent (30%), and the portfolio cap is eighty percent (80%). For purposes of collateral against the City's deposits, the maximum length of remaining maturity may be two years, if the total market value of the securities pledged against the City's deposits always exceeds those deposits.

7.4 Obligations of Agencies or Instrumentalities of the United States: United States Agency securities are authorized investments of the City if they are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or its respective agencies and instrumentalities. For purposes of direct investment by the City, the maximum length of remaining maturity is two years. The target investment level is thirty percent (30%) and the portfolio cap is fifty percent (50%). For purposes of collateral against the City's deposits, the maximum length of remaining maturity may be two years, if the total market value of the securities pledged against the City's deposits always exceeds those deposits.

7.5 Investment Pools: Public funds investment pools which have been created to function as a money market mutual fund are authorized investments of the City provided that they meet the following criteria: (1) they are continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service; (2) they mark their portfolio to market daily; (3) they maintain a stable net asset value of no less than .995; (4) they limit their investments to those allowable to local governments by state law; and, (5) they meet or exceed the initial and monthly disclosure requirements of applicable state law. The target investment level and portfolio cap are thirty percent (30%), and the portfolio cap is eighty percent (80%). Deposits in investment pools that contain commercial paper are not authorized.

7.6 Repurchase Agreements; Bankers' Acceptances; Commercial Paper: These investment options are authorized for the City of Pharr only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. The direct investment in repurchase agreements, ~~and~~ bankers' acceptances, and commercial paper by the City of Pharr is not authorized. However, indirect investment in repurchase agreements by the City's depository under a sweep arrangement is allowable for the purposes of this policy.

8.0 Prohibited Securities:

8.1 Allowed by State Law but Prohibited by This Policy: The following instruments are eligible for investment by local governments according to state law, but have been intentionally prohibited for the City by this policy: collateralized mortgage obligations; ~~commercial paper~~; municipal obligations; and investment pools except those pools which are created to either maintain a net asset value of \$1.00 per share or achieve a net asset value of \$1.00 per share at the time of maturity ~~function as money market mutual funds~~. This prohibition is in view of the time constraints on and the expertise level of the investment officers.

8.2 Expressly Prohibited by State Law and This Policy: The following securities are expressly prohibited by state law and this policy: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjust opposite to the changes in a market index (inverse floaters).

9.0 Limits on Maturity of Entire Portfolio:

The following limits on the maturities of investments apply to the entire City portfolio, except for the bond proceeds. The funds on deposit at the bank depository are included in the calculation of these percentages:

Available within 1 month -At least 25% of the portfolio
Available within 3 months -At least 33% of the portfolio
Available within 6 months- At least 50% of the portfolio
Available within 1 year -At least 70% of the portfolio
Available within 2 years -100% of the portfolio

For the City portfolio, excluding any bond proceeds, the maximum average dollar-weighted maturity shall be 200 days.

10.0 Collateralization:

In accordance with state law and the depository contract, all demand deposits and all-time deposits will be collateralized by the pledging of investment securities or irrevocable letters of credits. The City Manager and/or Director of Finance or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

11.0 Safekeeping:

All investment transactions, other than those with investment pools, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third-party custodian and evidenced by current safekeeping receipts.

12.0 Internal Control:

The Finance Director shall establish a system of internal controls designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The system shall contain, but is not limited to, the following items:

12.1 Competitive Bids: To purchase a direct investment, the Finance Director or his designee shall seek at least three bids from firms listed on the approved list of brokers and dealers. Bids shall be in writing and may be delivered to the City in person, email, or via electronic facsimile. The award shall be based on safety, liquidity, and highest U.S. Government Equivalent Yield. Records of the bids and award shall be maintained by the Finance Director's office.

12.2 Delivery-Versus-Payment: The safekeeping agent must receive all investments, other than investment pool funds, before funds are released for their purchase.

12.3 Compliance Audit: In conjunction with its annual financial audit, the City shall require a compliance audit of management controls on investments and adherence to this policy.

12.4 Collateral Comparison: The market value of the collateral pledged against the funds maintained at the bank depository shall be compared to the amount of those deposits. If the total funds in the depository approach the market value of the collateral, the Finance Director shall take appropriate action. Records of this comparison shall be maintained in the Finance Director's office.

12.5 Other Components: Other sections of this policy contain aspects of internal control procedures. These include holding securities until maturity, providing adequate training for all investment officers, requiring vendors to meet minimum qualifications before selling securities to the City, disclosing personal or business relationships between investment officers and vendors, and regular reporting of investments to the City Commission.

13.0 Valuation:

The market value of each investment in the City's portfolio will be calculated quarterly, on the following basis:

13.1 Bank Deposits: Bank deposits are denominated in cash and, therefore, their face value and market value are identical. Deposit levels will be monitored daily via telephone or electronic means and confirmed on the monthly bank statement.

13.2 Investment Pools: Monthly statements are received from the investment pools which show the amount on deposit and the market value of the pool as a percentage of the book value. The market value of the investment pools will be the product of these two figures.

13.3 Treasury Notes: The market value of Treasury Notes will be calculated as the product of the face value of the Note and the bid price for that Note as quoted in the *Wall Street Journal* or will be obtained from the City's third-party securities custodian.

13.4 Treasury Bills: The market value of Treasury Bills will be the face value of the Bill discounted at the bid yield as quoted in the *Wall Street Journal* for the appropriate number of days or will be obtained from the City's third-party securities custodian.

13.5 Agencies: For Agency securities listed in the *Wall Street Journal*, the valuation method will be the same as those of the Treasury securities. For those not listed, the market value will be obtained from the City's third-party securities custodian.

14.0 Performance Standards:

For each of the City's investment objectives, following are the performance standards:

14.1 Safety: All investment principal is maintained.

14.2 Liquidity: Enough cash is maintained or can be generated to pay all current obligations without selling direct securities or incurring loss of principal.

14.3 Yield: Yield on the portfolio of City funds, except for Bond Proceeds and excluding demand deposits at the bank depository, should be no less than the yield on the six-month Treasury Bill. Because of the nature of Bond Proceeds investments, the yield on Bond Proceeds should approximate the Treasury Bill yield having similar weighted-average maturities.

15.0 Exemptions for Existing Investments:

The City is not required to liquidate investments that were authorized investments at the time of purchase.

16.0 Effect of Loss Required Rating:

An investment that requires a minimum rating does not qualify as authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

17.0 Reporting:

Not less than quarterly, the investment officers shall prepare, sign, and present to the City Commission a report of the City's investments. The report must contain all the disclosures mandated by state law. An example of the report is included in Appendix C.

18.0 Investment Policy Adoption and Revision:

The City Commission shall adopt the written investment policy by resolution. Annually the City Commission shall review the investment policy and strategy regardless if no change to the policy occurs. Revisions to the policy shall be made by City Commission resolution.

APPENDIX A

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Amortized cost: Cost of investments adjusted for amortized premiums and discounts.

Asked: The price offered for securities.

Bid: The price offered by a buyer of securities.

Book value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2-270 days.

Coupon: (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Credit Risk: The risk of loss of principal and interest due to a failure of the security or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is at a discount.

Discount Securities: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per depositor.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C. 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government, Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Laddered Portfolio: Investment portfolio with securities in each maturity range (e.g. monthly) over a specified period.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in custody for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party or clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Offer: The price asked by a seller of securities.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which

has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bonds: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing investments.

Weighted Average Rate of Return: Rate of return calculated based on interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage.

- (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security.
- (b) **Net Yield or Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond

APPENDIX B-for reference only
APPROVED LIST OF BROKER/DEALERS
By the Municipal Securities Rulemaking Board (MSRB)

MSRB Number	Company Name	State	Registrant Type
A4432	1st Global Capital Corp	TX	Broker Dealer
A7076	Actinver Securities, Inc.	TX	Broker Dealer
A3906	Alliance Financial Group, Inc.	TX	Broker Dealer
A7272	Apex Clearing Corporation	TX	Broker Dealer
A1681	Avantax Investment Services, Inc.	TX	Broker Dealer
A7483	BD4RIA, Inc.	TX	Broker Dealer
A6253	BFT Financial Group, LLC	TX	Broker Dealer
A4229	Bley Investment Group, Inc.	TX	Broker Dealer
A6430	Brazos Securities, Inc.	TX	Broker Dealer
A2125	Brown & Brown Securities, Inc.	TX	Broker Dealer
A6077	Callaway Financial Services, Inc.	TX	Broker Dealer
A0236	Capital Institutional Services, Inc.	TX	Broker Dealer
A6543	CNS Securities, LLC	TX	Broker Dealer
A6530	Crescent Securities Group, Inc.	TX	Broker Dealer
A6768	D.H. Hill Securities, LLLP	TX	Broker Dealer
A2995	Dominion Investor Services	TX	Broker Dealer
A3631	Estrada Hinojosa & Co., Inc.	TX	Broker Dealer/Municipal Advisor
A6145	First Command Financial Planning, Inc.	TX	Broker Dealer
A3613	First Dallas Securities, Inc.	TX	Broker Dealer
A5879	First Financial Securities of America, Inc.	TX	Broker Dealer
A6497	First Public, LLC	TX	Broker Dealer
A2800	First Western Securities, Inc.	TX	Broker Dealer
B0358	Frost Bank Capital Markets	TX	Bank Dealer/Municipal Advisor
A5240	Frost Brokerage Services, Inc.	TX	Broker Dealer
A7528	Fulcrum Capital Markets LLC	TX	Broker Dealer
A4446	Global Financial Services, LLC	TX	Broker Dealer
A5412	Government Capital Securities Corporation	TX	Broker Dealer/Municipal Advisor
A6560	GRB Financial, LLC	TX	Broker Dealer
A5316	Herndon Plant Oakley Ltd.	TX	Broker Dealer
A1290	Hilltop Securities Inc.	TX	Broker Dealer/Municipal Advisor
A2447	Hilltop Securities Independent Network Inc.	TX	Broker Dealer
A5797	Institutional Securities Corp.	TX	Broker Dealer
A3707	Intercontinental Asset Mgmt,Gr	TX	Broker Dealer
A2822	International Research Sec.Inc	TX	Broker Dealer
A1401	Invesco Capital Markets, Inc.	TX	Broker Dealer
A5938	Invesco Distributors, Inc	TX	Broker Dealer
A2080	Investors Brokerage of Texas, Ltd.	TX	Broker Dealer
A5273	Kestra Investment Services, LLC	TX	Broker Dealer
A6881	Kipling Jones & Co., Ltd.	TX	Broker Dealer/Municipal Advisor
A0854	Kuykendall & Schneider, Inc.	TX	Broker Dealer
A2841	LB Fisher & Company	TX	Broker Dealer
A6450	Legacy Asset Securities, Inc.	TX	Broker Dealer
A7372	Lion Street Financial, LLC	TX	Broker Dealer
A4928	Lowell & Company	TX	Broker Dealer
A5574	Maplewood Investment Advisors	TX	Broker Dealer
A6180	McNally Financial Services Corporation	TX	Broker Dealer

APPENDIX B

APPROVED LIST OF BROKER/DEALERS-continued

MSRB Number	Company Name	State	Registrant Type
A0028	ME Allison & Co., Inc.	TX	Broker Dealer/Municipal Advisor
A3509	Midland Securities, Ltd.	TX	Broker Dealer
A7493	Monex Securities, Inc.	TX	Broker Dealer
A5738	Municipal Capital Markets Grp., Inc.	TX	Broker Dealer/Municipal Advisor
A6819	Murray Securities, Inc.	TX	Broker Dealer
A4870	MV Securities Group, Inc.	TX	Broker Dealer
A5959	National Alliance Securities, LLC	TX	Broker Dealer
A5384	Next Financial Group, Inc.	TX	Broker Dealer
A5882	Omega Securities, Inc.	TX	Broker Dealer
A5989	Perryman Securities, Inc.	TX	Broker Dealer
A5767	Preferred Client Group, Inc.	TX	Broker Dealer
A0137	Prospera Financial Services, Inc.	TX	Broker Dealer/Municipal Advisor
A6943	Puritan Brokerage Services, Inc.	TX	Broker Dealer
A2796	Rhodes Securities, Inc.	TX	Broker Dealer
A6695	Samco Capital Markets, Inc.	TX	Broker Dealer/Municipal Advisor
A2908	Sanders Morris Harris LLC	TX	Broker Dealer
A6926	Sendero Securities, LLC	TX	Broker Dealer
A3373	Signal Securities, Inc.	TX	Broker Dealer
A3412	SMH CAPITAL INVESTMENTS LLC	TX	Broker Dealer
A4760	Stanford Group Company	TX	Broker Dealer
A7441	STONECREST CAPITAL MARKETS, INC.	TX	Broker Dealer
A6587	Sunbelt Securities, Inc.	TX	Broker Dealer
A6622	SWBC Investment Services, LLC	TX	Broker Dealer
A3081	Thornhill Securities Inc.	TX	Broker Dealer
B0270	TIB The Independent BankersBank, National A	TX	Bank Dealer
A6723	Titan Securities	TX	Broker Dealer
A6438	Titleist Asset Management, Ltd.	TX	Broker Dealer
A6688	USAA Financial Advisors, Inc.	TX	Broker Dealer
A1711	USAA Investment Management Company	TX	Broker Dealer
A5571	USCA Securities LLC	TX	Broker Dealer
A5652	VALIC Financial Advisors, Inc	TX	Broker Dealer
A2197	Wilson Parker Connally Stephenson Inc	TX	Broker Dealer
A3311	Woodlands Securities Corporation	TX	Broker Dealer
A5405	World Choice Securities, Inc.	TX	Broker Dealer
A6536	Worth Financial Group, Inc.	TX	Broker Dealer



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: October 13, 2023

MEETING DATE: October 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution authorizing the City of Pharr to participate in the Texas Range Public Funds Investment Pool. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr is trying to maximize its investment portfolio to acquire the best investment rate of return within the arbitrage limits allowed. This resolution allows the City to participate in a Public Investment Pool to start creating one with current bond proceeds.

Fiscal Consideration: N/A

Staff Recommendation: To approve.

Alternatives: To not approve.

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/13/2023
Approved - 10/13/2023
Final Approval - 10/13/2023



Model Resolution or Ordinance:

Participation Agreement

Authorizing Participation in *Texas Range*

WHEREAS City of Pharr ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Range, a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in Texas Range, for the purpose of transmitting local funds for investment in Texas Range.
- B. The Participant shall designate one or more individuals to act as "Authorized Contacts" of the Participant, in the manner provided in the form attached to this Participation Agreement, to transmit funds for investment in the pool and to withdraw funds from the pool from time to time, to issue letters of instruction, and take such other actions deemed necessary or appropriate for the investment of local funds.
- C. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until Texas Range receives a copy of any such amendment or revocation.

This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 16th day of October is 20 23 .

NAME OF PARTICIPANT: City of Pharr

BY: X Please print, sign and date this form with blue or black ink.

Signature

Printed Name

Title

ATTEST: X Please print, sign and date this form with blue or black ink.

Signature

Printed Name

Title

Seal/Notary:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: October 12, 2023

MEETING DATE: October 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution authorizing City of Pharr expenditures reimbursement itself from the proceeds of one or more tax-exempt financing for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain capital improvements. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The city will finance \$4,262,100 in capital outlay purchases as approved in the budget. This resolution is to be able to expect reimbursement of incurred expenses within the last 60 days.

Fiscal Consideration: n/a

Staff Recommendation: To approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 10/12/2023

Karla Saavedra

Approved - 10/12/2023

Ricardo Rodriguez

Approved - 10/12/2023

Karla Saavedra

Approved - 10/12/2023

City Management Office

Final Approval - 10/12/2023

**RESOLUTION DECLARING EXPECTATION TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF FUTURE DEBT**

STATE OF TEXAS	§
COUNTY OF HIDALGO	§
CITY OF PHARR, TEXAS	§

WHEREAS, the City of Pharr, Texas (the “Issuer”) intends to issue debt for the construction and improvements of certain public works to include buildings, (the “Project”), and expects to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations paid beginning no earlier than 60 days prior to the date thereof,

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

The Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$4,262,100.

PASSED, APPROVED AND RESOLVED this the 16th day of November 2023.

CITY OF PHARR, TEXAS

MAYOR AMBROSIO HERNANDEZ, MD.

ATTEST:

City Secretary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: October 10, 2023

MEETING DATE: October 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Ricardo Rodriguez

Agenda Item: Consideration and action, if any, on Resolution denying the rate application and consolidation proposed by Texas Gas Service Company to increase rates within incorporated areas of its service territory. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: On June 30, 2023, Texas Gas Service Company (TGS or Company) filed a Statement of Intent to Increase Rates application with each of the cities in their Rio Grande Valley service areas. In the filing, the Company asserted that it is entitled to a \$9.81 million increase or a 25.94% increase over current adjusted revenues, excluding gas costs.

In June, the Cities Served by Texas Gas Service Company (Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, Cities' attorney recommends that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, TGS will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with TGS' filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 14399) is currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until December 1, 2023. As such, all cities with original jurisdiction will need to adopt the resolution no later than December 1.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of the resolution denying TGS' proposed rate increase.

Alternatives: Not to adopt resolution.

Exclude Material from Public Packet? No

Reason:
N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/10/2023
Approved - 10/13/2023
Final Approval - 10/13/2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF _____,
TEXAS FINDING THAT TEXAS GAS SERVICE
COMPANY'S, A DIVISION OF ONE GAS, INC.,
STATEMENT OF INTENT TO INCREASE RATES FILING
WITHIN THE CITY SHOULD BE DENIED; FINDING
THAT THE CITY'S REASONABLE RATE CASE
EXPENSES SHALL BE REIMBURSED BY THE
COMPANY; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL.**

WHEREAS, the City of _____, Texas ("City") is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc., ("TGS" or "Company") within the unincorporated areas of the Rio Grande Valley Service Area, and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the City is a member of Cities Served by Texas Gas Service Company ("Cities") (such participating cities are referred to herein as "Cities"), a coalition of similarly situated cities served by TGS that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the TGS' Rio Grande Valley Service Area; and

WHEREAS, on or about June 30, 2023, TGS filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$9.81 million annually and to all customers residing in the City; and

WHEREAS, Cities is coordinating its review of TGS' Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, Cities' consultants determined that TGS' proposed rates are excessive; and

WHEREAS, the Cities' members and attorneys recommend that Cities members deny the Statement of Intent; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

Section 1. That the rates proposed by TGS to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by TGS within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to TGS and to Thomas Brocato, General Counsel to the Cities Served by Texas Gas Service Company at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: October 11, 2023

MEETING DATE: October 16, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution appointing two (2) regular members to the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Guadalupe Cano's term expired on June 17, 2023, but he does not wish to be reappointed. Board member Hector Guerra passed away and a vacancy was created. Therefore, two positions need to be filled at this time.

Carlos Ramirez and Andres Jorge Zuniga have expressed an interest in serving as regular members of the Board of Adjustment.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the appointment of Carlos Ramirez and Andres Jorge Zuniga as regular members of the Board of Adjustment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/11/2023
Approved - 10/11/2023
Final Approval - 10/11/2023

STATE OF TEXAS

§
§
§

RESOLUTION NO. R-2023-____

CITY OF PHARR

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustment composed of five (5) regular members and two (2) alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, a vacancy has occurred due to the resignation of Guadalupe Cano; and

WHEREAS, a vacancy has occurred due to the passing of Hector Guerra; and

WHEREAS, appointment of two (2) regular members needs to be made at this time in accordance with City Ordinance No. O-2023-42 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than three (3) Pharr boards or committees concurrently.

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

The following residents of the City of Pharr are hereby appointed as a regular members of the Board of Adjustment.

NAME:

LENGTH OF TERM

1. _____

2-year term (expiring October 16, 2025)

2. _____

2-year term (expiring October 16, 2025)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of October, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 10, 2023

MEETING DATE: October 16, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Alfredo Alvarado, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 46, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 6621 South Saint Marie Drive. COZ#230920 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Alfredo Alvarado, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to construct a triplex.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends disapproval of the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the property is not in line with the future land use plan.

Planning & Zoning Commission Recommendation: Following a brief discussion, the Planning and Zoning Commission voted to recommend approval of the rezoning as requested by the applicant by a vote of 4-2 at their meeting on October 9, 2023. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/10/2023
Approved - 10/10/2023
Final Approval - 10/10/2023

MEMORANDUM

DATE: MONDAY, OCTOBER 16, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 46, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 6621 South Saint Marie Drive. COZ#230920

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

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

DESCRIPTION OF PROPERTY:

Alfredo Alvarado, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to construct a triplex.

The subject site is located on the east side of South Saint Marie Drive, approximately 300 ft. south of East Thomas Road and has a physical address of 6621 South Saint Marie Drive. The property is legally described as being Lot 46, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas.

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

The property and the properties to the west and south were zoned to Single-Family Residential District (R-1) on December 15, 1987. The property to the north (Lot 47), was rezoned from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) on October 3, 2022. The property to the north (Lot 48), was rezoned from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) on March 1, 2021. Lot 49 and Lot 50 were rezoned from Single-Family Residential District (R-1) to Two-Family Residential District (R2) on April 6, 1999. The property is generally designated for single-family residential use in the Land Use Plan.

The Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and to promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Twenty-three (23) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on September 22, 2023, and a legal notice was published in the Advance News Journal on September 20, 2023. Staff received one (1) response to the letters or the legal notice for information only.

Development Services recommends **disapproval** of the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the property is not in line with the future land use plan.

Following a brief discussion, the Planning and Zoning Commission voted to recommend approval of the rezoning as requested by the applicant by a vote of 4-2 at their meeting on October 9, 2023. There were six members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Alfredo Alvarado, owner

APPLICANT

Single-Family Residential District (R-1)

CURRENT ZONE

6621 South Saint Marie Drive

ADDRESS

Residential Multi-Family District (R-MF)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Denial

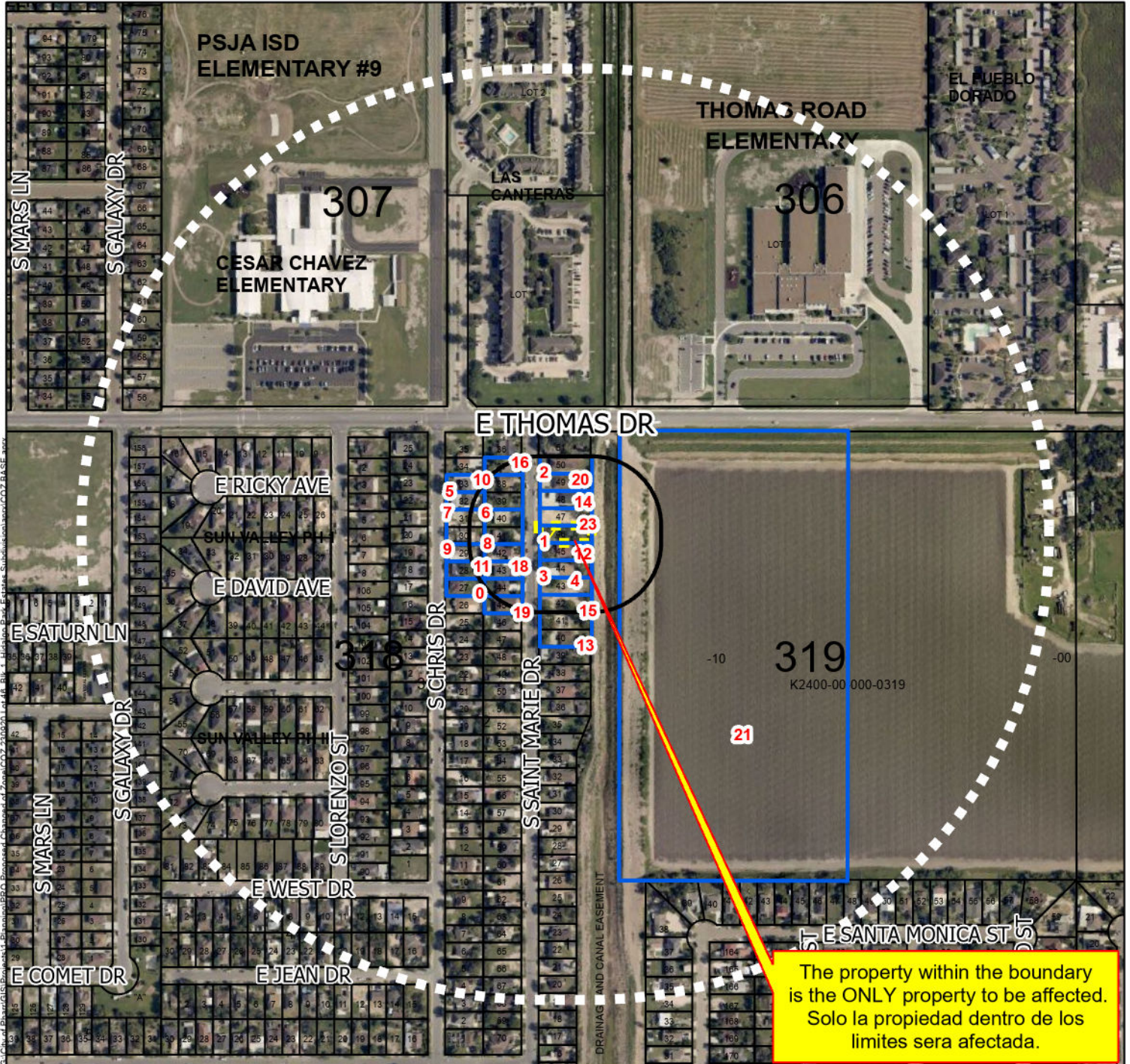
Development Services is recommending disapproval of the request to re-zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the property is not in line with the future land use plan.

Laura Fonseca, Planner II

PREPARED BY

September 18, 2023

DATE



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

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

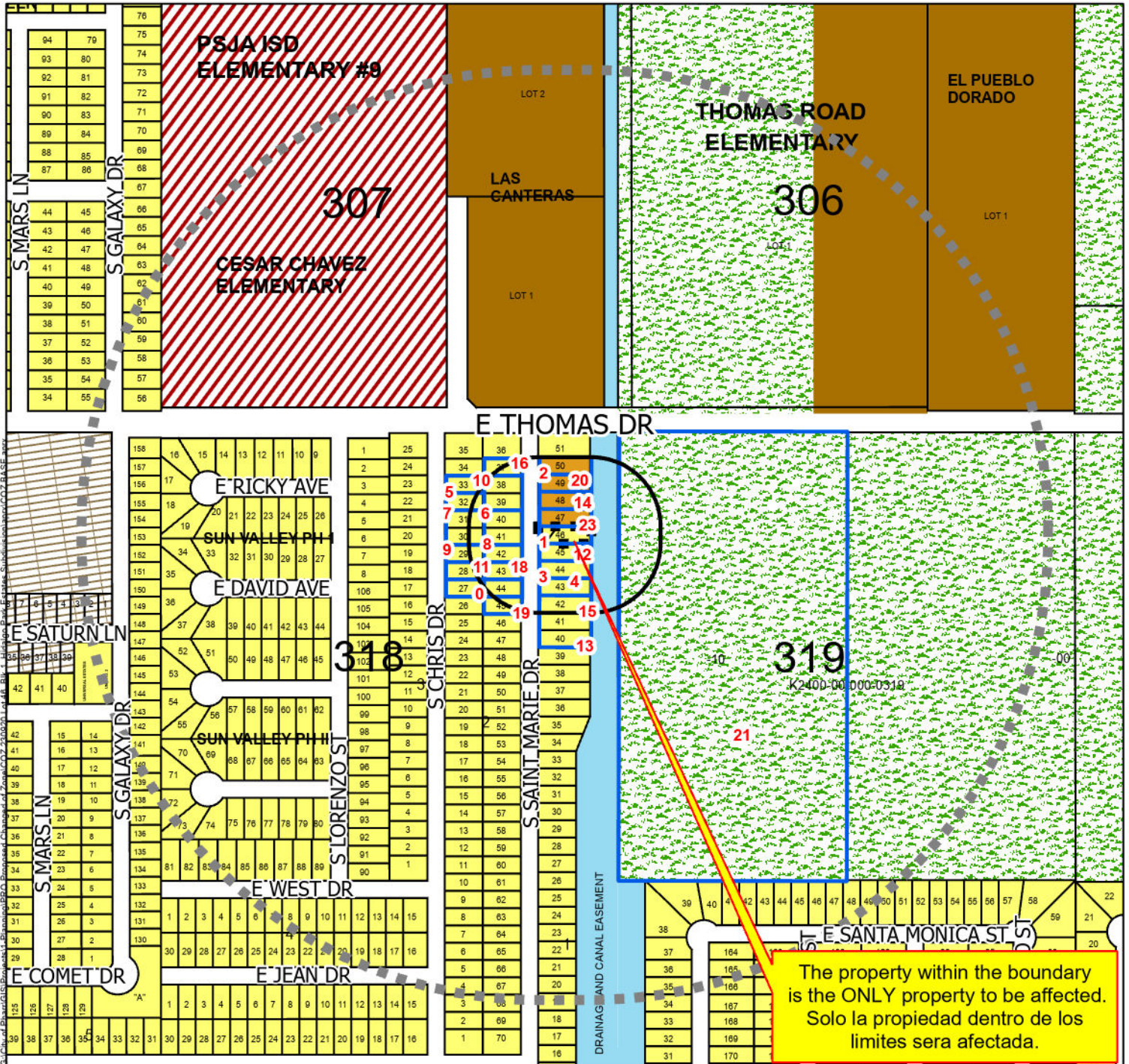
- Hidalgo ISD
 - Valley View ISD
 - Planned Unit Development
- Future Land Use**
- FUTURELAND**
- Irrigation
 - Agriculture
 - Single Family Res.
 - Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

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



Proposed Change of Zone
Being Lot 46, Block 1, Hidalgo
Park Estates
Alfredo Alvarado
Zoning

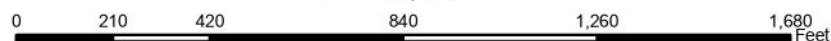


The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

- | | | | |
|---------------------------------------|-------------------------|--------------------------|---------------------|
| Zoning | Rail Road R.O.W | Hidalgo ISD | Manufactured Homes |
| ZONE | Government Owned | Valley View ISD | Industrial |
| Agricultural Open Space | General Business | Planned Unit Development | Commercial |
| Single Family | Business District | | Public/Semi Public |
| Single Family Small Lot | Heavy Commercial | Future Land Use | ROW |
| Residential Multi-Family | Heavy Industrial | Irrigation | Parks |
| Residential Multi-Family High Density | Limited Industrial | Agriculture | Subject Property |
| Mobile Home | Neighborhood Commercial | Single Family Res. | Notified Properties |
| Townhouse | Office Professional | Multi-Family Res. | 200 ft Radius |
| HUD Code | PSJA ISD | | Quarter Mile Radius |

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:5,000

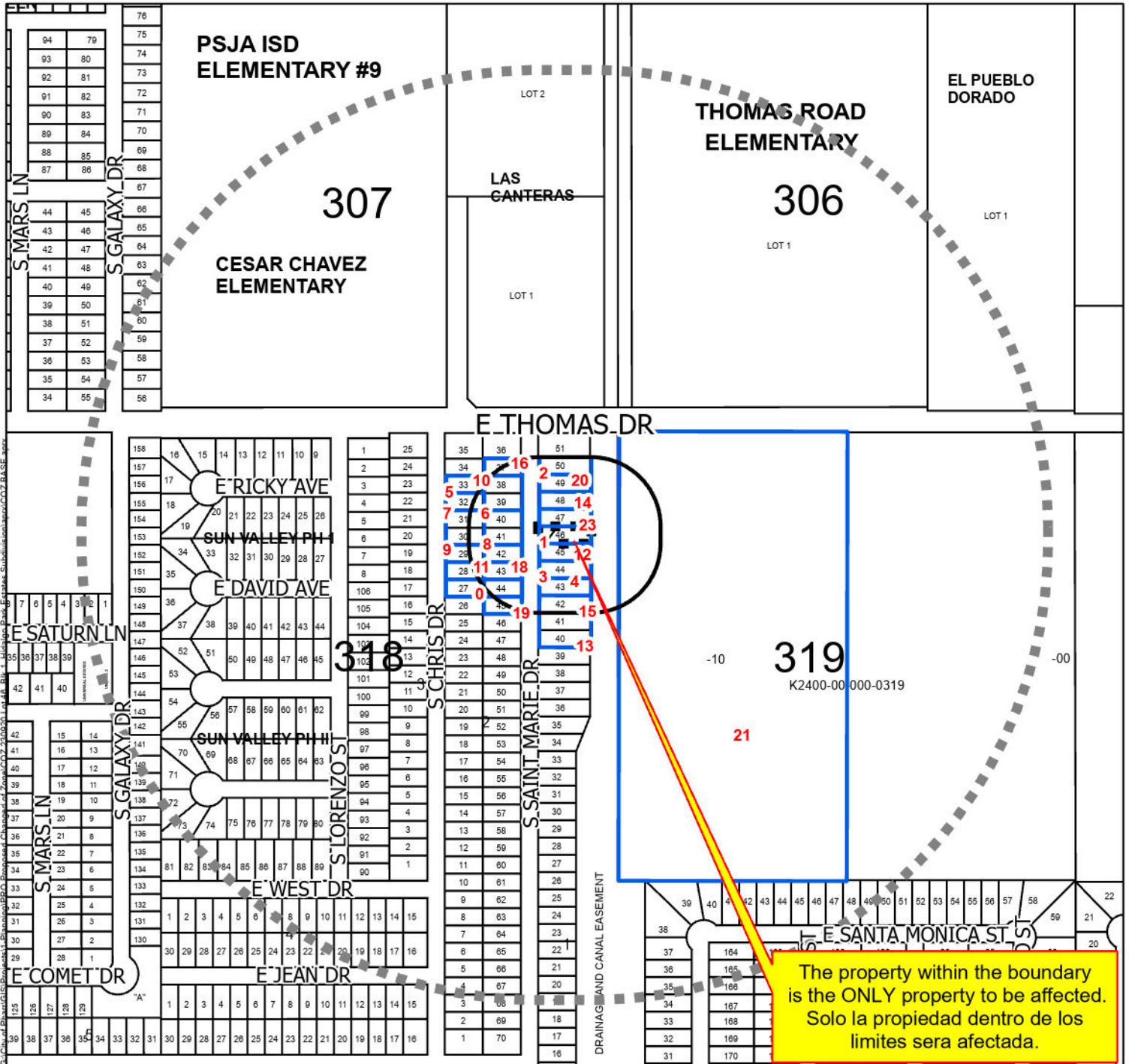


Date: 9/11/2023

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



Proposed Change of Zone
Being Lot 46, Block 1, Hidalgo
Park Estates
Alfredo Alvarado
Radius



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

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

- Hidalgo ISD
 - Valley View ISD
 - Planned Unit Development
- Future Land Use**
- FUTURELAND**
- Irrigation
 - Agriculture
 - Single Family Res.
 - Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

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



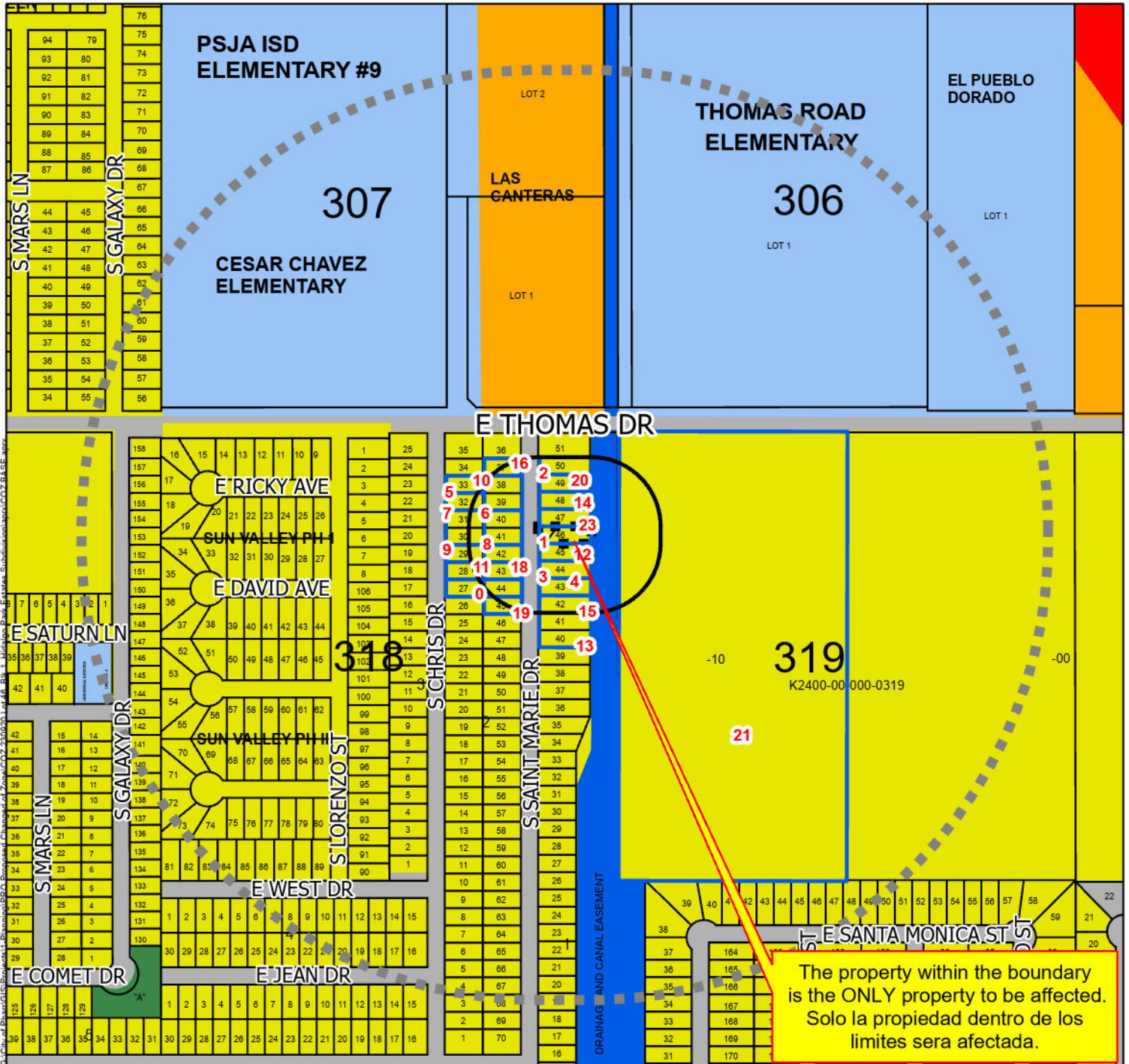
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:5,000

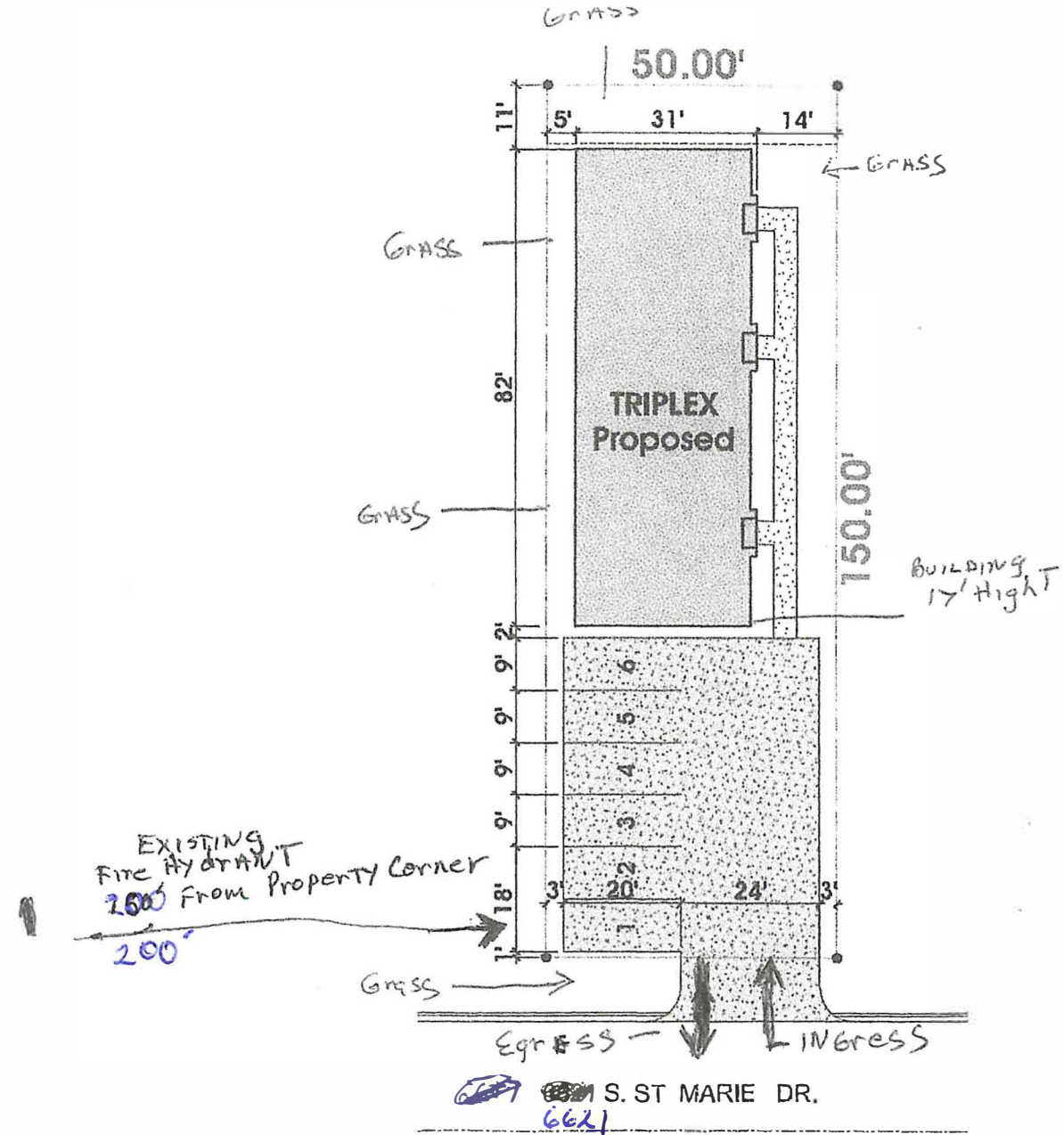
0 210 420 840 1,260 1,680 Feet

Date: 9/11/2023

Proposed Change of Zone
Being Lot 46, Block 1, Hidalgo
Park Estates
Alfredo Alvarado
Future Land Use



Alfredo Alvarado
 Lot 46 Block 1
 Hidalgo Park Estates



SITE PLAN
 Scale: 1"=15'-0"



Pharr
Development Services



Site Photo
6621 South St. Marie





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 2, 2023

MEETING DATE: October 16, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of radios for the Fire Department from Motorola Solutions utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract RA05-21 in the amount of \$102,699.85. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The fire department is in need of replacement of portable and mobile radios utilized for emergency response. As part of the adopted fiscal year 2023-2024 budget, the fire department was authorized a budget of \$105,000 to purchase radios.

Staff is proposing to utilize the HGAC Cooperative Purchasing program vendor Motorola solutions to purchase five (5) mobile radios and ten (10) portable radios in the amount of \$102,699.85. The radios will be utilized in front line units for daily response to fires, motor vehicle accidents, medical calls, hazardous materials and technical rescue incidents.

Project # 2324-01-515-P01-01

Fiscal Consideration: Funds are budgeted as part of the FD's fiscal year 2023-2024 adopted budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the purchase of radios from Motorola Solutions utilizing HGAC contract 17724-HGAC(TX)-RA05-21 in the amount of \$102,699.85.

Alternatives: Dis-approve purchase of radios.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Mayra Gomez
Karla Saavedra
Ricardo Rodriguez

Created/Initiated - 10/2/2023
Approved - 10/2/2023
Approved - 10/12/2023
Approved - 10/12/2023

City Management Office

Final Approval - 10/12/2023

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

Quote Date:09/27/2023
Expiration Date:11/26/2023
Quote Created By:
Claudia Gonzalez
cgonzalez@stcradios.com

End Customer:
PHARR, CITY OF
Chief Pilar Rodriguez
956-638-0106
pilar.rodriguez@fd.pharr-tx.gov
Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	5	\$3,383.12	\$2,469.68	\$12,348.40
1a	G806BL	ENH: ASTRO DIGITAL CAI OP APX	5	\$567.00	\$413.91	\$2,069.55
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	5	\$1,320.00	\$963.60	\$4,818.00
1c	G361AH	ENH: P25 TRUNKING SOFTWARE APX	5	\$330.00	\$240.90	\$1,204.50
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	\$6.00	\$4.38	\$21.90
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	\$0.00	\$0.00	\$0.00
1f	GA01670AA	ADD: APX E5 CONTROL HEAD	5	\$717.00	\$523.41	\$2,617.05
1g	G66BJ	ADD: DASH MOUNT E5 APXM	5	\$138.00	\$100.74	\$503.70
1h	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	5	\$11.00	\$8.03	\$40.15
1i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5	\$66.00	\$48.18	\$240.90
1k	W22BA	ADD: STD PALM MICROPHONE APX	5	\$79.00	\$57.67	\$288.35
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	5	\$47.00	\$34.31	\$171.55
1m	G78AT	ENH: 3 YEAR ESSENTIAL SVC	5	\$288.00	\$288.00	\$1,440.00
1n	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	5	\$0.00	\$0.00	\$0.00
1o	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00	\$0.00
Product Services						
2	LSV00Q00203A	REMOVAL OF OLD RADIO	5	\$100.00	\$100.00	\$500.00
Product Services						
3	LSV00Q00202A	DEVICE PROGRAMMING	5	\$100.00	\$100.00	\$500.00
4	LSV00Q00203A	DEVICE INSTALLATION	5	\$350.00	\$350.00	\$1,750.00
5	LSV00Q01073A	HARDWARE KIT	5	\$50.00	\$50.00	\$250.00
APX™ 6000 Series		APX6000 XE				
6	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	\$3,595.00	\$2,624.35	\$26,243.50
6a	QA02006AA	ENH: APX6000XE RUGGED RADIO	10	\$880.00	\$642.40	\$6,424.00
6b	QA01427AB	ALT: IMPACT GREEN HOUSING	10	\$28.00	\$20.44	\$204.40
6c	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$413.91	\$4,139.10
6d	H38BT	ADD: SMARTZONE OPERATION	10	\$1,320.00	\$963.60	\$9,636.00
6e	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$240.90	\$2,409.00
6f	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	10	\$6.00	\$4.38	\$43.80



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

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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	10	\$306.00	\$306.00	\$3,060.00
6h	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	10	\$0.00	\$0.00	\$0.00
6i	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
7	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	10	\$213.15	\$159.86	\$1,598.60
8	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$186.50	\$139.88	\$1,398.80
9	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	10	\$665.28	\$498.96	\$4,989.60
10	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	10	\$1,705.20	\$1,278.90	\$12,789.00
Product Services						
11	LSV00Q00202A	DEVICE PROGRAMMING	10	\$100.00	\$100.00	\$1,000.00

Grand Total **\$102,699.85(USD)**

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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

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



Purchase Order Checklist

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

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

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

Bill-To Address

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

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

PO Amount must be equal to or greater than Order Total

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

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

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 2, 2023

MEETING DATE: October 16, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of self contained breathing apparatus for the Fire Department from Municipal Emergency Services utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract EE08-19 in the amount of \$341,110.00. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The fire department is in need of replacing Self Contained Breathing Apparatus (SCBA) utilized during emergency response. As part of the adopted Capital Improvement Budget for fiscal year 2023-2024 budget, the fire department was authorized a budget of \$341,110.00. to purchase SCBA's.

Staff is proposing to utilize HGAC Cooperative Purchasing Program vendor Municipal Emergency Services to purchase thirty (30) SCBA's in the amount of \$341,110.00. SCBA's are utilized by firefighters in situations where the atmosphere is immediately dangerous to life and health. Typical situations are structure fires, vehicle fires, wildland fires, hazardous materials incidents and confined space entry.

Project # 2324-01-515-P02-01

Fiscal Consideration: Funds are budgeted as part of adopted Capital Improvement Budget for fiscal year 2023-2024.

Staff Recommendation: Based on review by this office, staff recommends approval of the purchase of SCBA's from Municipal Emergency Services utilizing the HGAC contract EE08-19 in the amount of \$341,110.00.

Alternatives: Dis-approve the purchase of SCBA.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Mayra Gomez
Karla Saavedra

Created/Initiated - 10/2/2023
Approved - 10/3/2023
Approved - 10/12/2023

Ricardo Rodriguez
City Management Office

Approved - 10/13/2023
Final Approval - 10/13/2023



Quote

Quote # QT1710718
Date 09/27/2023
Expires 10/27/2023
Sales Rep Guzman, Patrick L
Shipping Method FedEx Ground
Customer PHARR FIRE DEPARTMENT
Customer # C32412

Bill To

PHARR FIRE DEPARTMENT
118 S CAGE, 3RD FLOOR
PHARR TX 78577
United States

Ship To

PHARR FIRE DEPARTMENT
118 SOUTH CAGE
3RD FLOOR
PHARR TX 78577
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
Scott X3	X8815025301A04		X8815025301A04 Scott X3 X3 PRO 5.5 CGA, UEBSS SEMS II 2 SPARE HARNESS WITH POUCH E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings)	30	\$8,258.00	\$247,740.00
200969-01			CYL&VALV,CGA,CARB,45/5500 ASSY	60	\$1,368.00	\$82,080.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	30	\$348.00	\$10,440.00
SCBA Flow Test			SCBA Flow Test New flow test required by TCFP	30	\$25.00	\$750.00
FUELCHARGE- Fuel Surcharge			Fuel Surcharge	1	\$100.00	\$100.00

HGAC contract # EE08-19
Free in-service training with full purchase
Quote includes new flow testing that is required by TCFP

Subtotal \$341,110.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$341,110.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1710718



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: October 12, 2023

MEETING DATE: October 16, 2023

FROM: Ruben Rosales, Public Utilities
Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing Pharr Public Utilities to purchase a Gorman Rupp Prime Assist Silent Pump, trailer mounted from Precision Pump Systems through Buy Board Cooperative Purchasing Contract # 672-22. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: N/A

PROJECT# 2324-60-583-P03-03

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the purchase of pump to assist in lift stations and flooding issues.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Rosales
Ruben Rosales
Mayra Gomez
David Friedlein
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 10/12/2023
Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/13/2023
Approved - 10/13/2023
Approved - 10/13/2023
Final Approval - 10/13/2023



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: City of Pharr
Project: 6" Silent Pump
Contact: Ruben Rosales

Date: 09/05/2023
Quote No. PD-090523
Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included – 1 ea. PA6C60D-4045T FT4 ESP Gorman Rupp Prime Assist Silent Pump W/Autostart, Trailer Mounted Pump

Net Price: \$ 121,000.00
Freight Included

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS
M: 956.578.1053
pdominguez@zoneindustries.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

P.O. Box 73149, Houston, TX 77273 Tel: 713-783-8530 Fax: 713-783-1221



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: October 12, 2023

MEETING DATE: October 16, 2023

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between City of Pharr and Kiowa Tribe regarding Development of Broadband and Strategic Planning. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Assisting Kiowa Tribe to provide knowledge and experience with Broadband and Strategic Planning.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends partnering with Kiowa Tribe on various projects.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 10/12/2023

Cynthia Garza

Approved - 10/12/2023

Ricardo Rodriguez

Approved - 10/12/2023

Karla Saavedra

Approved - 10/12/2023

City Management Office

Final Approval - 10/12/2023

**MEMORANDUM OF UNDERSTANDING
CITY OF PHARR AND KIOWA TRIBE
REGARDING ECONOMIC DEVELOPMENT, BROADBAND, AND STRATEGIC PLANNING**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Pharr, Texas (COP) and the Kiowa Tribe (Tribe or Kiowa Tribe) signatory below.

WHEREAS, COP is local governmental entity of the State of Texas, located in Hidalgo County, Texas whose mission of delivering high quality services to its residents and ensuring that its employees live up to the core values and standard of service excellence, every day; and

WHEREAS, the Kiowa Tribe is a sovereign nation within the State of Oklahoma, located in Southwest Oklahoma, is devoted to protect its sovereignty, preserve and advocate its rich Kiowa culture and language; as well as enhance the quality of life for the future generation of the Kiowa Tribal Members; and

WHEREAS, COP and the Kiowa Tribe wish to explore opportunities with respect to the improvement of quality of life, economic development, broadband services, public health, and strategic planning to enrich the overall environment. The partnership will include the Kiowa Tribe as well as Southwest Oklahoma region stakeholders;

NOW THEREFORE, the City and the Tribe agree as follows:

1. The City and the Tribe strongly believe the concept that all sovereigns (federal, tribal, state and local) should work cooperatively to better the quality of life for all;
2. Due to its remote location, it is incumbent upon the Tribe to bridge the digital divide and seek opportunities through accessible broadband, which is the great equalizer of opportunities for remote locations;
3. There is a reciprocity between the Tribe and City to share a long-term, sustainable vision, with strategic mechanisms in place which will create a highly-educated, well-trained workforce. This workforce will create a foundation to serve as regional center of excellence for technology, education, and healthcare which will further create economic development opportunities;

DUTIES AND RESPONSIBILITIES OF THE CITY:

The City shall maintain and voluntarily demonstrate the following to the Tribe under this MOU:

1. Demonstrate to Kiowa regional allies that success in broadband partnerships and strategic / economic development is realistic and attainable by aligning key regional stakeholders and creating a viable framework in the area of strategic planning;
2. Internalize the needs and understanding of the Tribe and neighboring tribes, cities, counties, and educational institutions to cultivate similarly-situated communities in the United States;

EFFECT OF THIS MOU:

1. A. No Limitations. No provision of this MOU is intended to, and no provision of the MOU shall be construed to, limit or otherwise affect the authority of the City, the
2. The executive branch of the Kiowa Tribe to administer, implement, or enforce any provision of any law subject to their respective jurisdictions.

APPROVED BY:

Kiowa Tribe



Lawrence Spottedbird
Chairman

City of Pharr

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Perez, City Clerk

APPROVED AS TO FORM:

Ricardo Rodriguez, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: October 5, 2023

MEETING DATE: October 16, 2023

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 1 in the amount of \$5,600.00 for the Downtown Park Statue project with Deep in the Heart Art Foundry (Project #2021-01-510-P027-001). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Pyrology Foundry & Studio to do an overnight installation of the statue and the four relief plaques on the night of October 10, 2023. Additional fee includes the statue to be protected during transportation.
(Project #2021-01-510-P027-001).

Fiscal Consideration: Original Contract: \$66,200

Change Order No. 1: \$5,600

Revised Contract Amount: \$71,800.00

Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of \$5,600.00.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Ruben Alfaro
Mayra Gomez
Karla Saavedra
City Management Office

Created/Initiated - 10/5/2023
Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/13/2023
Final Approval - 10/13/2023

Pyrology

405 S Jackson St, Bastrop, TX 78602

(512) 321-7868

Invoice

BILL TO
City of Pharr

INVOICE #	DATE	TOTAL DUE	TERMS	
1171	10/4/2023	\$5,600.00	Due at receipt	

ITEM	DESCRIPTION	AMOUNT	% DUE	AMOUNT
Chande order PO# 180234	Night install	\$5,600.00	100%	\$5,600.00

TOTAL DUE **\$5,600.00**

Please note any applicable sales tax will be added to final invoicing

Architect/Engineer Request for Payment

PO No.: 180234
Contract No.: #2021-01-510-P027-001
Notice to Proceed N/A
Pay Request No.: 5
Date: 10/3/2023

(Signature) (Date)

CHANGE ORDER

Contractor: Pyrology Foundry & Studio

Change Order No.: 1

Project: Nike Angel Goddess 4 Relief Plaques

Date: 10/3/2023

Project#: 2021-01-510-P027-001

Notice to Proceed Date: 16-Aug-21

Change Order Amount: \$ 5,600.00

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

1. Change Proposal #1 - \$5,600.00. Additional installation charge to have the Nike Goddess Angel Statue and the four relief plaques to be installed overnight with statue protective wrap for shipping.

Reason for Change Order:

1. Change Proposal #1 - Additional installation charge to have the Nike Goddess Angel Statue and the four relief plaques to be installed overnight with statue protective wrap for shipping.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 66,200.00	Original Completion Date: 5-Oct-23
Previous Change Order: (+/-)	\$ -	Additional Days: 5
This Change Order: (+/-)	\$ 5,600.00	Revised Completion Date: 10-Oct-23
Revised Contract Amount:	\$ 71,800.00	

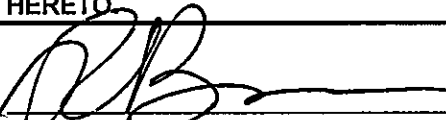
It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation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

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

Accepted:

Pyrology Foundry & Studio

Contractor


Authorized Signature

10/5/23
Date

Recommended:

Project Engineer

Authorized Signature

Date

Ruben Alfaro, P.E.

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathan B. Flores

City Manager

Authorized Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: October 5, 2023

MEETING DATE: October 16, 2023

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 1 in the amount of \$8,500.00 for the Downtown Park Statue Project with Mata G. Construction Inc. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Change Order No. 1 is to cover the cost of the unveiling structure. The structure involves a truss structure approximately 8-ft x 8-ft and drapery. (Project #2223-40-510-C06-781).

Fiscal Consideration: Original Contract Amount: \$39,600.00

Change Order No. 1: \$8,500.00

Revised Contract Amount: \$48,100.00

Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of \$8,500.00.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Ruben Alfaro
Mayra Gomez
Karla Saavedra
City Management Office

Created/Initiated - 10/5/2023
Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/13/2023
Final Approval - 10/13/2023



Pharr
Engineering



CHANGE ORDER

Contractor: Mata G. Construction

Change Order No. 1

Project: Downtown Park Statue

Date: 10/3/2023

Project#: 2223-40-510-C06-781

Notice to Proceed Date: 17-Jul-23

Change Order Amount: \$ 8,500.00

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

1. Change Proposal #1 - \$8,500. Ceremony unveiling structure. The structure involves a truss structure approximately 8-ft x 8-ft and drapery curtains 20-ft in height.

Reason for Change Order:

1. Change Proposal #1 - Ceremony unveiling structure. The structure involves a truss structure approximately 8-ft x 8-ft and drapery curtains 20-ft in height.

	Contract Price	Contract Time(Workweek Days)
Original Contract:	\$ 39,600.00	Original Completion Date: <u>1-Sep-23</u>
Previous Change Order: (+/-)	\$ -	Additional Days: <u>34</u>
This Change Order: (+/-)	\$ 8,500.00	Revised Completion Date: <u>20-Oct-23</u>
Revised Contract Amount:	\$ 48,100.00	

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

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

Accepted:

Mata G. Construction



10/4/2023

Contractor

Authorized Signature

Date

Recommended:

Project Engineer

Authorized Signature

Date

Ruben Alfaro, P.E.

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathan B. Flores

City Manager

Authorized Signature

Date



MATA G. Construction Inc.

3601 Tom Gill Rd.
Peñitas, TX. 78576
Cell. (956) 458 9910
Cell. (956) 400 9923

ivan@matagconstruction.com

Estimate

Date	Estimate #
10/3/2023	2

Name / Address
City of Pharr

Project			
Statue Reveal Structures and Accessories			
Description	Qty	Rate	Total
CEREMONY REVEAL STRUCTURE: TRUSS STRUCTURE AND DRAPERY, 20 FT HIGH SURROUNDING STRUCTURE APPROXIMATELY 8'X8'.	1	8,500.00	8,500.00
Total			\$8,500.00
Phone #	E-mail		
9564589910	ivan@matagconstruction.com		



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.D.

DATE SUBMITTED: October 12, 2023

MEETING DATE: October 16, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Grant Management, Planning and Writing Services with Hollis Rutledge and Associates from Mission, TX. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr went out for Proposals for Grant Management, Planning and Writing Services and received a total of three (3) respondents on September 7, 2023. An evaluation team of three (3) reviewed the proposals and Hollis Rutledge was the most qualified candidate. Our current Service contract for these services expired.
Project# 2223-01-521-S56-14

Fiscal Consideration: \$6,000/Mo.

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 10/12/2023

Mayra Gomez

Approved - 10/12/2023

Cynthia Garza

Approved - 10/13/2023

Hilda Pedraza

Approved - 10/13/2023

Ricardo Rodriguez

Approved - 10/13/2023

Karla Saavedra

Approved - 10/13/2023

City Management Office

Final Approval - 10/13/2023



Pharr



PROPOSAL OPENING: 07/07/2023 AT 3:00 PM

LOCATION: CITY COMMISSION ROOM

PROJECT NO. 2223-01-521-S56-14

RFP GRANT MANAGEMENT, PLANNING AND WRITING SERVICES

RESPONDENTS	
COMPANY	CITY, STATE
B&A GRANT SERVICES & SOFTWARE	DALLAS, TX
ELOQUENCE SOLUTIONS LLC	AUSTIN, TX
HOLLIS RUTLEDGE & ASSOCIATES	MISSION, TX