



**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
TUESDAY, JANUARY 2, 2024**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

3. 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 Financial Report for the Period ending September 30, 2023.

B) City Engineer's Report

C) City Events of Interest

1. It's Time Texas Community Challenge Pledge.

4. 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) Minutes for December 18, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution declaring surplus of dirt - South Pharr Regional Detention Facility (RDF) property. **This item supports IF - Infrastructure.** (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Fleet Maintenance and Repair Services for the City of Pharr. **This item supports SE - Service Excellence.** (PURCHASING)

D) Consideration and action, if any, on request from Hidalgo County Elections Department to use Pharr One Building as a polling location for the 2024 Election Cycle. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

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

6. PURCHASING:

A) Consideration and action, if any, on the purchase of a Hamm Compactor with padfoot drum (sheepfoot roller) from Nueces Power Equipment in the amount of \$148,371.24 (Buyboard Contract No. 685-22). **This item supports IF - Infrastructure.** (PUBLIC WORKS)

B) Consideration and action, if any, on the purchase of uniforms for the Fire Department from Galls, LLC in the amount of \$53,911.00 (BuyBoard Cooperative Purchasing Contract Number 670-22). **This item supports SSC - Safe and Secure Community.** (FIRE)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a sale agreement for Jackson Place Apartments. **This item supports EV – Economic Vitality** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Pharr Housing Authority for the purchase of building located at 104 W. Polk Avenue. **This item supports IF - Infrastructure.** (ADMINISTRATION)

C) Consideration and action, if any, on Consulting Agreement between City of Pharr and Valiant Energy Sources, LLC for energy consulting services. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, on Licensing Agreement between the Department of Defense, Combat Casualty Care Research Program and City of Pharr EMS for Stop the Bleed. **This item supports QL - Quality of Life.** (EMERGENCY MEDICAL SERVICES)

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

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

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

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

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

AGENDA REGULAR MEETING
January 2, 2024

that such discussion is informative and developed.

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

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

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

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

10. ADJOURNMENT:

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 28th day of December 2023 at 4:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 28th day of December 2023


HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Financial Report for the Period ending September 30, 2023. This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Regular

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

Issue: As part of City Fiscal Transparency, city financial reports are prepared on a regular basis in order to keep our citizens informed and the city commission about the City's Fiscal Health.

This report is preliminary and unaudited and prepared by the Finance Department.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason:

ROUTING:

Karla Saavedra
City Management Office

Created/Initiated - 12/28/2023
Final Approval - 12/28/2023

City of Pharr

**Financial Report
for period ending
September 2023**

Prepared by Karla Saavedra, CGFO



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FUND FINANCIAL STATEMENTS

CITY OF PHARR, TEXAS
BALANCE SHEET - UNAUDITED, UNADJUSTED, AND PRELIMINARY
GOVERNMENTAL FUNDS
FOR PERIOD ENDING SEPTEMBER 30, 2023

			Pharr Economic Development Corporation, Inc.		
	General			Capital Projects	
<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>					
Cash	\$ 1,841,759	\$	4,459,642	\$	8,296
Receivables (net of allowance for uncollectible):					
Property taxes	1,898,651		-		-
Warrants	1,360,442		-		-
Sales tax	3,759,929		1,253,310		-
Notes	-		1,534,607		-
Leases	-		222,044		-
Accounts	996,060		-		-
Intergovernmental	-		-		367,510
Other	4,187,755		241,000		-
Inventories	2,646,129		-		-
Land Available for Sale	-		3,353,679		-
Due from other funds	6,141,099		189,381		-
Restricted assets:					
Cash	-		6,443,730		-
Cash with Fiscal Agent	1,079,780		-		-
Total assets	\$ <u>23,911,604</u>	\$	<u>17,697,393</u>	\$	<u>375,806</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u>					
Liabilities:					
Accounts payable	\$ 2,141,230	\$	1,296,929	\$	107,842
Accrued payroll	40,343		-		-
Due to other funds	253,041		311,445		24,628
Total liabilities	<u>2,434,614</u>		<u>1,608,374</u>		<u>132,470</u>
Deferred Inflows of Resources:					
Deferred property tax	515,473		-		-
Deferred accounts	906,822		-		-
Deferred Leases	-		222,044		-
Deferred warrants	1,360,442		-		-
Escrow accounts	3,020,747		27,449		1,076,532
Total deferred inflow of resources	<u>5,803,484</u>		<u>249,493</u>		<u>1,076,532</u>
Fund balances:					
Nonspendable:					
Inventory	2,646,129		3,353,679		-
Noncurrent advances	4,689,487		-		-
Restricted:					
Economic development	-		12,485,846		-
Committed:					
Contingency	-		-		-
Assigned:					
General government	2,923,643		-		-
Capital Outlay	1,079,780		-		(833,196)
Encumbrances	2,392,235		-		-
Construction	-		-		-
Unassigned:	1,942,233		-		-
Total fund balances	<u>15,673,507</u>		<u>15,839,525</u>		<u>(833,196)</u>
Total liabilities, deferred inflows of resources and fund balances	\$ <u>23,911,604</u>	\$	<u>17,697,393</u>	\$	<u>375,806</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR PERIOD ENDING SEPTEMBER 30, 2023

		General	Pharr Economic Development Corporation, Inc.	Capital Projects
REVENUES				
Taxes:				
Property	\$	22,960,931	\$ 7,261,860	\$ -
Sales		21,785,578	-	-
Franchise		2,828,484	-	-
Other		254,283	-	-
Licenses and permits		1,586,479	-	-
Intergovernmental		72,900	-	1,037,338
Fees and charges:				
Sanitation		3,274,080	-	-
Brush		1,271,160	-	-
Other		979,846	-	-
Fines		689,438	-	-
Interest income		166,926	272,731	-
Other		896,655	368,991	-
Total revenues	\$	<u>56,766,760</u>	<u>\$ 7,903,582</u>	<u>\$ 1,037,338</u>
EXPENDITURES				
Current:				
General government	\$	17,440,155	\$ -	\$ 5,150,731
Public safety		28,540,394	-	509,248
Highways and streets		4,758,698	-	1,684,969
Health and welfare		3,191,238	-	-
Culture and recreation		8,868,762	24,653,880	106,969
Economic development		1,310,702	-	-
Debt service:				
Principal		2,134,768	-	1,118,351
Interest		91,352	2,298,664	89,765
Capital Outlay		3,425,743	-	-
Total expenditures		<u>69,761,812</u>	<u>26,952,544</u>	<u>8,660,033</u>
Excess (deficiency) of revenues over (under) expenditures		<u>(12,995,052)</u>	<u>(19,048,962)</u>	<u>(7,622,695)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in		13,378,800	12,522,629	16,983,616
Transfers (out)		(13,676,187)	(2,160,800)	(12,680,062)
Issuance of debt		3,084,280	1,179,150	-
Total other financing sources and uses		<u>2,786,893</u>	<u>11,540,979</u>	<u>4,303,554</u>
Net change in fund balance		(10,208,159)	(7,507,983)	(3,319,141)
Fund balance - beginning		25,500,134	23,191,536	(1,154,073)
Prior period adjustment		381,533	155,972	3,640,018
Fund balance - ending	\$	<u>15,673,507</u>	<u>\$ 15,839,525</u>	<u>\$ (833,196)</u>

CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION - UNAUDITED, UNADJUSTED, AND PRELIMINARY
PROPRIETARY FUNDS
FOR PERIOD ENDING SEPTEMBER 30, 2023

		PROPRIETARY FUNDS				
		Utility	EMS	TEAMPHARR.NET	Bridge	Tierra Del Sol
<u>ASSETS</u>						
Current assets:						
Cash		\$ 824,978	\$ 259,534	\$ 8,128	\$ 1,580,559	\$ 175,935
Receivables (net of allowance for uncollectible):						
Accounts		3,681,681	2,537,051	3,835,800	53,905	14,363
Lease		-	-	-	1,896,500	-
Other		-	-	95,559	-	-
Inventories		245,198	41,805	-	72,593	30,849
Restricted assets:						
Cash		46,833,798	-	-	61,977,722	-
Cash with Fiscal Agent		385,661	-	-	-	-
Total current assets		51,971,316	2,838,390	3,939,487	65,581,279	221,147
Non-Current Assets						
Lease Asset		204,259	4,042,389	-	-	198,335
Lease Asset - Accumulated Amortization		(61,110)	(808,478)	-	-	-
Capital assets (net of accumulated depreciation):						
Water Rights		7,750,000	-	-	-	-
Land		4,293,127	785,224	-	819,645	999,342
Buildings		8,052,016	2,021,501	-	3,158,060	249,876
Improvements other than buildings		8,430,727	48,664	-	230,255	1,156,016
Machinery and equipment		3,230,719	1,290,824	39,343	1,837,589	136,813
Infrastructure		84,815,257	-	-	9,420,137	-
Construction in progress		7,811,046	-	-	24,037,354	-
Total capital assets, net of accumulated depreciation		124,382,892	4,146,213	39,343	39,503,040	2,542,047
Total noncurrent assets		124,526,041	7,380,124	39,343	39,503,040	2,740,382
<u>DEFERRED OUTFLOW OF RESOURCES</u>						
Unamortized gain / loss on refunding of debt		97,743	-	-	-	-
Total deferred outflow of resources		97,743	-	-	-	-

PROPRIETARY FUNDS

LIABILITIES

	Utility	EMS	TEAMPHARR.NET	Bridge	Tierra Del Sol
Current liabilities payable:					
Accounts payable	\$ 907,501	\$ 186,109	\$ 38,018	891,590	30,377
Due to other funds	4,150,524	708,931	183,719	10,698	2,023
Unearned revenue	-		3,755,050	-	52,141
Total current liabilities payable	5,058,025	895,040	3,976,787	902,288	84,541
Current liabilities payable from restricted assets:					
Customer deposits payable	723,728	-	-	-	-
Escrow payable	114,263	-	-	-	-
Matured accrued compensation	312,866	17,885	-	50,053	8,822
Matured capital lease	653,830	-	-	61,148	31,510
Matured bonds/notes, net	4,162,000	-	-	1,395,000	-
Total current liabilities payable from restricted assets	5,966,687	17,885	-	1,506,201	40,332
Total current liabilities	11,024,712	912,925	3,976,787	2,408,489	124,873
Noncurrent liabilities:					
Accrued compensation	104,289	53,656	-	150,158	26,465
Capital lease payable	1,693,703	-	-	15,272	52,921
Bonds/notes principal payable	51,622,000	-	-	56,975,000	-
Lease Liability	146,520	3,355,532	-	-	195,013
Total noncurrent liabilities	53,566,512	3,409,188	-	57,140,430	274,399
DEFERRED INFLOW OF RESOURCES					
Unamortized premium	1,982,024	-	-	10,848,364	-
Lease	-	-	-	1,836,292	-
Unearned Revenue-Intergovernmental	3,068,246	-	-	-	-
Unearned Revenue-Customers	-	-	-	1,132,632	-
Total deferred inflow of resources	5,050,270	-	-	13,817,288	-
NET POSITION					
Invested in capital assets, net of related debt	104,289,359	4,146,213	39,343	27,095,711	2,457,616
Non Spendable					
Lease - gabs 87	-	-	-	60,208	-
Restricted for:					
Debt service	5,043,014	-	-	3,749,575	-
Unrestricted	(2,378,766)	1,750,189	(37,299)	812,619	104,642
Total net position	\$ 106,953,607	\$ 5,896,401	\$ 2,043	\$ 31,718,112	\$ 2,562,257

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR PERIOD ENDING SEPTEMBER 30, 2023

PROPRIETARY FUNDS					
	Utility	EMS	TEAMPHARR.NET	Bridge	Tierra Del Sol
Operating revenues:					
Charges for sales and services:					
Water sales	\$ 9,734,477	\$ -	\$ -	\$ 17,334,126	\$ -
Sewer service	7,605,471	-	-	-	-
Tap fees	374,780	-	-	-	-
Toll fees	-	-	-	-	-
Golf services	-	-	-	-	1,003,659
Fiber	-	-	456,797	-	-
EMS	-	13,052,426	-	-	-
Other	300,189	967,918	-	331,002	90,404
Total operating revenues	18,014,917	14,020,344	456,797	17,665,128	1,094,063
Operating expenses:					
Personnel services	3,642,068	4,091,730	1,206	1,360,789	745,495
Supplies and Materials	2,639,467	220,678	30,885	252,127	204,045
Contractual Services	4,175,429	8,289,805	1,203,853	2,560,384	305,750
Depreciation	6,188,161	757,189	6,874	822,560	208,546
Total operating expenses	16,645,125	13,359,402	1,242,818	4,995,860	1,463,836
Operating income (loss)	1,369,792	660,942	(786,021)	12,669,268	(369,773)
Nonoperating revenues (expenses):					
Investment earnings	129,721	4,025	204	1,525,433	13,657
Interest expense	(1,048,401)	(148,228)	-	(2,211,506)	(3,077)
Amortization expense	(480,051)	(404,239)	-	-	-
Intergovernmental	-	-	-	-	-
Other	15,934	-	-	-	17,338
Total nonoperating revenues (expenses)	(1,382,797)	(548,442)	204	(686,073)	27,918
Income/loss before contributions and transfers	(13,005)	112,500	(785,817)	11,983,195	(341,855)
Transfers in	86,500	1,570,500	1,031,735	889,200	123,800
Transfers (out)	(693,900)	-	-	(11,215,853)	-
Capital Contribution	1,796,054	-	-	-	-
Changes in net position	1,175,649	1,683,000	245,918	1,656,542	(218,055)
Total net position - beginning	105,646,408	4,171,815	(243,874)	29,890,508	2,766,119
Prior period adjustment	131,548	41,586	-	171,062	14,195
Total net position - ending	\$ 106,953,607	\$ 5,896,401	\$ 2,043	\$ 31,718,112	\$ 2,562,257

**** Note:

Debt Coverage Ratio

Total operating revenues	\$ 18,014,917
Total operating expenses	11,150,864
Total net revenues	\$ 6,864,053

2023 outstanding utility debt	\$ 4,998,876
4th quarter allocation of debt	\$ 5,498,764

Debt service coverage ratio $\geq$ 1.10 **1.2**

QUARTERLY UPDATES- FY 22/23

City of Pharr
Depository Security Collateral Analysis

	JULY 2023		AUGUST 2023		SEPTEMBER 2023	
	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>
Depository Bank - Pooled Cash	\$ 16,085,290	\$ 10,588,692	\$ 18,077,967	\$ 7,017,600	\$ 21,181,103.75	\$ 4,188,639.04
Depository Bank - General	\$ 911,915	\$ 153,017	\$ 126,904	\$ 126,779	\$ 131,128.99	\$ 115,380.78
Depository-Tax Notes	\$ -	\$ -	\$ -	\$ -	\$ 10,009,315.06	\$ 10,009,315.06
Depository-ARPA	\$ 18,282,598	\$ 15,421,533	\$ 15,432,048	\$ 15,432,048	\$ 15,457,416.22	\$ 15,457,416.22
Depository Bank - Utility	\$ 6,941,382	\$ 6,271,290	\$ 7,044,148	\$ 6,288,104	\$ 6,328,528.22	\$ 6,264,389.32
Depository Bank-Utility-Construction	\$ 41,318,974	\$ 41,318,974	\$ 41,319,139	\$ 41,319,139	\$ 41,319,299.49	\$ 41,319,299.49
Depository Bank - Bridge-Operations	\$ 5,556,839	\$ 5,008,403	\$ 5,008,403	\$ 82,334	\$ 5,089,871.37	\$ 5,089,871.37
Depository Bank - Bridge-Construction	\$ 57,417,848	\$ 57,142,804	\$ 57,173,837	\$ 57,089,786	\$ 57,089,787.10	\$ 56,968,444.18
Depository Bank-General Construction	\$ 1,577,836	\$ 209,450	\$ 108,958	\$ 108,958	\$ 8,295.71	\$ 8,295.71
Depository Bank - Other	\$ 11,427,613	\$ 11,016,477	\$ 11,250,342	\$ 9,474,571	\$ 11,097,100	\$ 9,127,388
	\$ 159,520,294	\$ 147,130,641	\$ 155,541,747	\$ 136,939,320	\$ 167,711,846	\$ 148,548,439
LSNB - Balance	\$ 159,520,294	\$ 147,130,641	\$ 155,541,747	\$ 136,939,320	\$ 167,711,846	\$ 148,548,439
Collateral - LSNB	\$ 164,305,903	\$ 153,015,866	\$ 163,318,834	\$ 141,047,500	\$ 171,066,083	\$ 149,142,633
Over / (Under) collateral-CITY	\$ 4,785,609	\$ 5,885,226	\$ 7,777,087	\$ 4,108,180	\$ 3,354,237	\$ 594,194
Percent of balance	3.0%	4.0%	5.0%	3.0%	2.0%	0.4%
Depository-PEDC	\$ 7,865,577	\$ 7,702,185	\$ 7,715,676	\$ 6,536,964	\$ 6,547,539	\$ 6,512,005
	\$ 7,865,577	\$ 7,702,185	\$ 7,715,676	\$ 6,536,964	\$ 6,547,539	\$ 6,512,005
LSNB - Balance	\$ 7,865,577	\$ 7,702,185	\$ 7,715,676	\$ 6,536,964	\$ 6,547,539	\$ 6,512,005
Collateral - LSNB	\$ 8,180,200	\$ 8,010,272	\$ 8,101,460	\$ 6,733,073	\$ 6,743,965	\$ 6,538,053
Over / (Under) collateral-PEDC	\$ 314,623	\$ 308,087	\$ 385,784	\$ 196,109	\$ 196,426	\$ 26,048
Percent of balance	4.0%	4.0%	5.0%	3.0%	3.0%	0.4%
	\$ 167,385,871	\$ 154,832,825	\$ 163,257,423	\$ 143,476,284	\$ 174,259,385	\$ 155,060,444

CITY OF PHARR
CIP SCHEDULE AS OF SEPTEMBER 2023

Governmental:				
	Balance 10/1/2022	Additions	Completions	Balance 9/30/2023
<u>ADMINISTRATION</u>				
UTRGV Nursing School	1,507,025	\$ 486,109	-	\$ 1,993,134
Total Administration	1,507,025	486,109	-	1,993,134
<u>PARKS</u>				
Jones Box - Splash Pad	\$ 289,553	\$ -	\$ 289,553	\$ -
Nature Park	6,350	11,659	18,009	-
Maintenance building	99,290	46,991	-	146,281
Total Parks	395,193	58,650	307,562	146,281
<u>STREETS</u>				
Safety Pedestrian	-	973,582		973,582
North Cana	46,788	-	46,788	-
Veterans Hike & Bike	1,891,950	60,600	-	1,952,550
Various Parking Improvements	503,944	53,985	557,929	-
Anaya Road	329,887	-	-	329,887
Owassa Road	3,255,593	-	3,255,593	-
Railroad Crossing Replanking	497,703	-	497,703	-
I-Road Dicker to Military	-	20,338	-	20,338
Moore Rd to Jackson	-	56,129.00	-	56,129
Moore Rd to Veterans	582,486	262,885	-	845,371
Total Streets	7,108,351	1,427,519	4,358,013	4,177,858
<u>PEDC</u>				
TeamPharr.net	42,815,447	27,104,629	-	69,920,076
Total PEDC	42,815,447	27,104,629	-	69,920,076
<u>PUBLIC SAFETY</u>				
Fire Station	875,652	389,238	-	1,264,890
Total Public Safety	875,652	389,238	-	1,264,890
Total Governmental	\$ 9,886,221	\$ 2,361,516	\$ 4,665,575	\$ 77,502,239

Business-Type:				
	Balance 10/1/2022	Additions	Completions	Balance 9/30/2023
<u>UTILITY</u>				
South Detention Pound	568,467	-		568,467
Lift Station Elimination	960,921	196,816		1,157,737
South Region Interceptor	996,345	169,021		1,165,366
Raw Water Reservoir	431,264	140,412		571,676
LS-30 Rehabilitation	1,928,076	551,123		2,479,199
Water Treatment Plant Upgrade	412,750	970,350		1,383,100
WasteWater Treat Headworks	100,639	304,262		485,500
Total Utility	5,398,462	2,331,984	-	7,811,046
<u>BRIDGE</u>				
Bridge Expansion	6,242,917	3,842,006	-	10,670,170
FY 15 DAP	9,364,251	290,953	-	9,655,204
FY 16 DAP	2,996,980	715,000	-	3,711,980
Total Bridge	18,604,148	4,847,959	-	24,037,354
Total Business-Type:	\$ 24,002,610	\$ 7,179,943	\$ -	\$ 31,848,400
Grand Total	\$ 33,888,831	\$ 9,541,460	\$ 4,665,575	\$ 109,350,639

CITY OF PHARR
OUTSTANDING DEBT ISSUANCES
AS OF SEPTEMBER 2023

Original Issuance	Series	Type	Name	Payment Installments		Installments		Interest Rates		Payment Through	Current Balance
				Lowest	Highest	Lowest	Highest	Lowest	Highest		
Governmental Activities	\$ 7,625,000	2012	Certificate of Obligation	CO	Annual	\$ 295,000	\$ 485,000	0.60%	4.98%	8/15/2030	\$ 3,010,000
	\$ 14,290,000	2016	Certificate of Obligation	CO	Annual	\$ 190,000	\$ 1,135,000	1.13%	3.60%	2/15/2036	12,090,000
	\$ 17,240,000	2017	Certificate of Obligation	CO	Annual	\$ 355,000	\$ 2,640,000	1.45%	2.79%	8/15/2037	12,450,000
	\$ 16,440,000	2018	Certificate of Obligation	CO	Annual	\$ 70,000	\$ 2,545,000	2.08%	3.52%	8/15/2038	13,750,000
	\$ 25,000,000	2020	Certificate of Obligation	CO	Annual	\$ 890,000	\$ 2,625,000	3.00%	3.00%	8/15/2039	19,625,000
	\$ 54,615,000	2021	Certificate of Obligation	CO - PEDC	Annual	\$ 1,645,000	\$ 3,740,000	4.50%	4.06%	8/15/2046	54,615,000
								Subtotal-Certificate of Obligation			115,540,000
	\$ 7,300,000	2017	Tax Notes	TN	Monthly	\$ 941,000	\$ 1,167,000	4.25%	4.25%	12/1/2024	\$ 1,467,497
	\$ 15,115,000	2023	Tax Notes	TN	Annual	\$ 1,940,000	\$ 2,415,000	4.00%	4.00%	8/15/2030	\$ 15,115,000
								Subtotal-Tax Notes			16,582,497
Business-Type Activities	\$ 5,600,000	2017	HUD Section 108 Loan	HUD 108	Annual	\$ 294,000	\$ 295,000	1.28%	1.73%	8/15/2031	\$ 2,360,000
								Subtotal-Section 108 Loan			2,360,000
								Governmental Total			\$ 134,482,497
								Governmental Total			\$ 134,482,497
	\$ 13,310,000	2007A	Revenue Bonds-DWSFR	WW & SS	Annual	\$ 380,000	\$ 1,075,000	2.35%	3.50%	8/15/2027	\$ 4,120,000
	\$ 10,000,000	2007B	Revenue Bonds-NADBANK	WW & SS	Annual	\$ 355,000	\$ 685,000	3.75%	3.75%	8/15/2027	2,605,000
	\$ 8,725,000	2013	Revenue Bonds-DWSFR	WW & SS	Annual	\$ 255,000	\$ 400,000	0.00%	2.71%	8/15/2042	6,165,000
	\$ 1,762,000	2015	Revenue Bonds-DWSFR	WW & SS	Annual	\$ 72,000	\$ 117,000	0.59%	4.10%	8/15/2035	1,164,000
	\$ 18,150,000	2020A	Revenue Bonds-CWSFR	WW & SS	Annual	\$ 115,000	\$ 780,000	0.03%	0.22%	9/1/2049	17,510,000
	\$ 13,880,000	2020B	Revenue Bonds-CWSFR	WW & SS	Annual	\$ 115,000	\$ 590,000	0.04%	0.32%	9/1/2049	13,240,000
Business-Type Activities	\$ 37,425,000	2021	Revenue Bonds - CT&IBR	CT & IBR	Annual	\$ 1,395,000	\$ 2,850,000	3.00%	5.00%	8/15/2041	37,425,000
	\$ 3,157,000	2021	Revenue Bonds - CT&WR	WW & SS	Annual	\$ 105,000	\$ 106,000	0.00%	0.00%	8/15/2051	2,945,000
	\$ 20,945,000	2021	Revenue Bonds - CT&IBR	CT & IBR	Annual	\$ 580,000	\$ 1,355,000	2.00%	2.80%	8/15/2046	20,945,000
								Subtotal-Revenue Bonds			\$ 106,119,000
								Subtotal-Refunding Bonds			8,035,000
	\$ 18,000,000	2017	Refunding Bonds	WW & SS	Annual	\$ 1,220,000	\$ 2,160,000	3.29%	3.62%	8/15/2028	\$ 8,035,000
								Subtotal-Refunding Bonds			8,035,000
								Business-Type Total			\$ 114,154,000
								Business-Type Total			\$ 114,154,000

CT&IBR=Combination Tax & International Bridge Revenue
CWSRF=Clean Water State Revolving Fund
DWSRF=Drinking Water State Revolving Fund
NADBANK=North American Development Bank
CT&WR-combination Tax & Water Revenues

CITY OF PHARR
OUTSTANDING CAPITAL LEASES/BANK LOANS
AS OF SEPTEMBER 2023

Lease Company	Leased During FY	Length of Lease	Maturity Date	Interest Rate	Lease Amount	Lease Balance	Payments - P&I	
							Monthly Quarterly	Annual
First Security Fincne Inc.	15/16	10 Yrs	1/14/2026	3.69%	\$ 2,685,000	\$ 909,882	\$ -	\$ 325,947
<i>Distribution/Owners:</i>		General Fund	100%		2,685,000	909,882	-	325,947
Signature Public Funding	16/17	7 Yrs	5/1/2023	2.05%	\$ 254,694	\$ -	\$ 19,622	\$ 38,474
<i>Distribution/Owners:</i>		General Fund	100.00%		254,694	-	19,622	38,474
Signature Public Funding	15/16	10 Yrs	5/6/2026	2.28%	\$ 979,455	\$ 317,483	\$ 55,045	\$ 110,090
<i>Distribution/Owners:</i>		General Fund	100.00%		979,455	317,483	55,045	110,090
UsBancorp #4	17/18				\$ 482,200	\$ -	\$ 25,638	\$ 25,638
<i>Distribution/Owners:</i>		General Fund	100.00%		482,200	-	25,638	25,638
UsBancorp #5	17/18	7 Yrs	10/15/2024	2.78%	\$ 2,897,100	\$ 555,534	\$ 113,435	\$ 453,740
<i>Distribution/Owners:</i>		General Fund	15.12%		438,042	83,997	17,151	68,605
		Utility Fund	67.62%		1,959,019	375,652	76,705	306,819
		Bridge Fund	13.81%		400,090	76,719	15,665	62,661
		Golf Fund	3.45%		99,950	19,166	3,914	15,654
UsBancorp #6	17/18	10 Yrs	10/15/2027	2.98%	\$ 955,000	\$ 437,430	\$ 27,489	\$ 109,957
<i>Distribution/Owners:</i>		General Fund	86.39%		825,025	377,896	23,748	94,992
		Golf Fund	13.61%		129,976	59,534	3,741	14,965
UsBancorp #7					\$ 200,000	\$ -	\$ 10,827	\$ 43,308
<i>Distribution/Owners:</i>		Bridge Fund	100.00%		200,000	-	10,827	43,308
UsBancorp #9	18/19	5 Yrs	12/15/2022	3.02%	\$ 212,000	\$ 11,289	\$ 11,374	\$ 45,498
<i>Distribution/Owners:</i>		General Fund	94.34%		200,000	10,650	10,731	42,923
		Golf Fund	5.66%		12,000	639	644	2,575
UsBancorp #10	18/19	7 Yrs	12/15/2025	3.12%	\$ 138,000	\$ 47,302	\$ 5,463	\$ 21,851
<i>Distribution/Owners:</i>		General Fund	89.13%		123,000	42,160	4,869	19,476
		Golf Fund	10.87%		15,000	5,142	594	2,375
UsBancorp #11	21/22	7 Yrs	12/30/2029	1.76%	\$ 4,156,000.0	\$ 3,150,457.9	\$ 157,372.1	\$ 629,488.5
		General Fund	39%		1,620,840	1,228,679	61,375	245,501
		Utility Fund	61%		2,535,160	1,921,779	95,997	383,988
UsBancorp #12	22/23	7 Yrs	11/1/2028	4.42%	\$ 620,000	\$ 556,177	\$ 25,583	\$ 76,750
		General Fund	100%		620,000	556,177	25,583	76,750
Banc of America Public Capital Corp. #1					\$ 3,695,500	\$ -	\$ 193,032	\$ 770,986
<i>Distribution/Owners:</i>		General Fund	100.00%		3,695,500	-	193,032	770,986
Banc of America Public Capital Corp. #2	20/21	10 Yrs	11/23/2030	1.39%	\$ 1,788,000	\$ 1,062,549	\$ 70,436	\$ 281,743
<i>Distribution/Owners:</i>		General Fund	100.00%		1,788,001	1,062,549	70,436	281,743
		General Fund			\$ 9,279,362	\$ 4,579,721	\$ 268,938	\$ 2,101,124
		Utility Fund			4,494,179	2,307,183	172,702	690,807
		Bridge Fund			400,090	76,719	15,665	105,969
		Golf Fund			256,925	84,481	8,892	35,570
City-Wide Total					\$ 14,430,556	\$ 7,048,105	\$ 466,198	\$ 2,933,469



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

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:

Ruben Alfaro
City Management Office

Created/Initiated - 12/28/2023
Final Approval - 12/28/2023



Report on Capital Improvement Project Activity Construction – January 2024

City Engineer – Ruben Alfaro, PE
Tuesday, January 02, 2024



Pharr
Engineering



City Engineers Report

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC
April 02, 2023, *2nd BSIF Exit*) = 936 days
Time to Date: 1206 days (129%)
Original Contract Amount: \$7,946,724.38
Change Orders: \$701,210.26
Current Contract: \$8,647,934.64
Placed to Date: \$8,132,045.24 (94%)

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

Status: ATS Estimated time of Delivery is March 18, 2024. DO-N4 Letter submitted no positive response received as of now.

Next Step: Once ATS is received, installation and startup of generator will follow to complete the project.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit*



Pharr
Engineering



CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022
Contract Time: 120+112= 232 days
Time to Date: 570 days (246%)
Contract Amount: \$314,717.70
Change Orders: \$0.00
Current Contract: \$314,717.70
Placed to Date: \$199,586.77 (63%)

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

Status: Contractor finished concrete forming and TxDOT has inspected and approved for pouring on Dec. 29.

Next Step: Contractor to fine blade for final grading, place MC-30 and lay asphalt in the first weeks of January.



N. Fir Ave. Paving Improvements



Pharr
Engineering



CONSTRUCTION

Engineer: City of Pharr/Ramiro Gutierrez

Contractor: ASAGO, LLC

CM: City of Pharr

Notice to Proceed: December 19, 2022 (new)

Contract Time: 316 days

Time to Date: 247 days (78%)

Contract Amount: \$2,325,300.55

Change Orders: \$1,677.44+\$121,359.62

Current Contract: \$2,448,337.61

Placed to Date: \$1,019,990.35 (42%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area. Schools in city of Pharr include: Daniel Ramirez Elementary, Aida Escobar Elementary, Carnahan Elementary and Kelly-Pharr Elementary.

Status: Contractor finished S. Athol St. from Kelly Ave. to Caffery Ave.

Next Step: Contractor working on preparation of ROW along the south side of E. Caffery Ave. from Athol St. to Cypress St.



PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120+405+200= 725 days
Time to Date: 878 days (121%)
Contract Amount: \$1,494,704.00
Change Orders: -\$7,145.64
Current Contract: \$1,487,558.36
Placed to Date: \$1,358,958.36 (91%)

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

Status: The lift station is in service and all items have been completed except for the generator.

Next Step: Perform final walkthrough for the project. The only item left pending after the final walk-thru would be the installation of the generator. Generator ship date is January 25, 2024.



Lift Station No. 30 Rehabilitation



DEPARTMENT MISSION STATEMENT

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



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.C.

DATE SUBMITTED:

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: City Events of Interest

Classification: Regular

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

Issue: City Events of Interest Announcement

Fiscal Consideration: N/A

Staff Recommendation: City Events of Interest Announcement

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.C.1.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: It's Time Texas Community Challenge Pledge.

Classification: Regular

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

Issue: The IT's Time Texas Community Challenge is a free 8-week competition that unites Texas to build a healthier Texas. This year, the ITT will be from January 8 to March 3, 2024.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 12/28/2023
Final Approval - 12/28/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: December 20, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Minutes for December 18, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Minutes for December 18, 2023 Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Approval of Minutes.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 12/20/2023
Final Approval - 12/20/2023

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 18, 2023
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 18, 2023 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Daniel Chavez

STAFF PRESENT: Jonathan, City Manager
Hilda Pedraza, ACM/City Clerk
Imelda Perez, Assistant City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, Asst. HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Joe Garza, Asst. Dev. Svcs. Director
Luis Marin, Public Works Director
Jamison Merrick, Asst. O.S.E. Director
Ruben Rosales, Public Utilities Dir.
Cynthia Casto, Asst. Parks & Rec. Dir.
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Danny Ramirez, E.M.S. Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Dir.
Cynthia Gutierrez, Public Health Director
Victor Perez, PEDC Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
December 18, 2023

Alternate Mayor Pro Tem Carillo called the meeting to order at 4:04 p.m. Roll call established a quorum.

Comm. Caballero moved to excuse absent members. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING DECEMBER 18, 2023 AS ARBOR DAY

Jonathan Flores, City Manager, introduced the item.

Hanna Marble, Urban Ecologist, spoke about the importance of trees and explained why the city was proclaiming Arbor Day. She went over several events and special activities that engaged the community with the outdoors and stated events were a great success.

Lastly, Ms. Marble went over the requirements for Tree City USA and thanked the City Commission for their commitment to the environment.

Comm. Pacheco read proclamation proclaiming December 18, 2023 as Arbor Day and presented proclamation to Hanna Marble, Urban Ecologist.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASE

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

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

Jonathan Flores, Interim City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 1.94% year to date true growth compared to last year 2022.

B) CITY EVENTS OF INTEREST

MINUTES: REGULAR CALLED MEETING

December 18, 2023

Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming events.

Yuri Gonzalez, Chief Communications Officer, announced the South Pharr Christmas Tamalada would take place on Wednesday, December 20, 2023 at the Development and Research Center at 850 W. Dicker Rd. from 5:00 p.m. to 7:00 p.m. She stated there would be music, a toy giveaway, Santa present and extended an invitation for everyone to attend.

At this time, Yuri Gonzalez, Chief Communications Officer, presented video recaps of the RGV Coastal Expo, Letters to the Mayor Participants Dinner, and Vial of Life program by Pharr EMS. Lastly, she presented a promotional video of the upcoming Ball Drop 2024 event and extended an invitation for everyone to attend.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR DECEMBER 4, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH SMARTCOM TELEPHONE LLC. FROM MCALLEN, TX FOR THE DIRECT INTERNET ACCESS AT COMMUNICATIONS BUILDING. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH FOREMOST TELECOMMUNICATIONS FROM DALLAS, TX FOR THE DIRECT INTERNET ACCESS AT PHARR INTERNATIONAL BRIDGE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)**
- D) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN PHARR POLICE DEPARTMENT AND SOUTH TEXAS AUTO THEFT TASK FORCE. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)**
- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RESCIND ADVERTISEMENT FOR REQUEST FOR PROPOSALS FOR SERVICE TO GENERATE CHLORINE DIOXIDE, PURCHASE AND DELIVERY OF SODIUM CHLORITE AND PURCHASE AND INSTALLATION OF NEW EQUIPMENT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

MINUTES: REGULAR CALLED MEETING
December 18, 2023

1. **TROPICAL SNACKS LLC., D/B/A TROPICAL ISLAND, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT B1, OF THE MAP OF LOTS B1, B2, B3 AND B4 NORTHPOINT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1911 NORTH VETERANS BOULEVARD. CUP#220949 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
2. **I CAVAZOS MANAGEMENT, LLC., D/B/A TROPICAL ISLAND #2, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, OF THE RE-SUBDIVISION OF LOTS 2 & 3, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1801 WEST RIDGE ROAD. CUP#220951 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced consent agenda and recommended approval.

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

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS TO THE KEEP PHARR BEAUTIFUL COMMITTEE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (PARKS)**

Jonathan Flores, City Manager, introduced the item and recommended the reappointment of Romeo Cantu and Marisa Oliva.

Comm. Medina **moved** to reappoint Romeo Cantu and Marisa Oliva to the Keep Pharr Beautiful Committee. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-79 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING SURPLUS OF EMS EQUIPMENT AND VEHICLES. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (EMERGENCY MEDICAL SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2023-80 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, ON PURCHASING EMERGENCY GENERATORS FOR FIRE STATIONS 1, 2, AND 3 FROM WAUKESHA-PEARCE IN THE AMOUNT OF \$247,860.00 (BUYBOARD COOPERATIVE PURCHASING CONTRACT NUMBER 657-21). THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE AND INSTALLATION CONTRACT WITH PROFESSIONAL TURF PRODUCTS, L.P. FROM EULESS, TX FOR SPRINKLER SYSTEM UPGRADES/IMPROVEMENTS AT TIERRA DEL SOL GOLF COURSE FOR THE AMOUNT OF \$178,925.50 THROUGH BUYBOARD COOPERATIVE CONTRACT NO. 705-23. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PARKS)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT TO ALLOW FOR AN EXTENSION WITH EVOQUA WATER TECHNOLOGIES OUT OF SARASOTA, FL. FOR SERVICE TO GENERATE CHLORINE DIOXIDE, PURCHASE AND DELIVERY OF SODIUM CHLORITE AND PURCHASE AND INSTALLATION OF NEW EQUIPMENT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON GROUND LEASE AGREEMENT BETWEEN PHARR ECONOMIC DEVELOPMENT CORPORATION II AND THE CITY OF PHARR AND R.E.T.Y., LLC. TO ALLOW EXCLUSIVE USE OF EAST EL CAPOTE CENTRAL AVENUE FROM SOUTH CAGE BOULEVARD TO SOUTH VETERANS BOULEVARD TO DOFFING ROAD FOR OVER-WEIGHT,**

MINUTES: REGULAR CALLED MEETING
December 18, 2023

**OVER-SIZE COMMERCIAL VEHICLES. THIS ITEM SUPPORTS IF -
INFRASTRUCTURE AND ECONOMIC VITALITY (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 10. CLOSED SESSION

None

ITEM 11. RECONVENE

None

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Pacheco **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:28 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 18th DAY OF DECEMBER 2023 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Resolution declaring surplus of dirt - South Pharr Regional Detention Facility (RDF) property. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr went out for Bids for the Sale and Removal of Fill dirt at South Pharr Regional Detention Facility location and received no bids on Wednesday December 6, 2023. The city of Pharr would like to declare surplus of dirt.

Fiscal Consideration: N/A

Staff Recommendation: STAFF RECOMMENDS APPROVAL

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 12/28/2023

Mayra Gomez

Approved - 12/28/2023

Hilda Pedraza

Approved - 12/28/2023

Ricardo Rodriguez

Approved - 12/28/2023

Karla Saavedra

Approved - 12/28/2023

City Management Office

Final Approval - 12/28/2023

RESOLUTION NO. R- 2023-__

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

WHEREAS, the City of Pharr, Texas went out for bids for the sale and removal of fill dirt at South Pharr Regional Detention Facility and received no bids.

WHEREAS, the Board of Commissioners being of the opinion that such fill dirt should be declared surplus and disposed of as herein specified.

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

SECTION 1: The Board of Commissioners finds that the surplus fill dirt has no market value and will be disposed of accordingly.

SECTION 2: The City Manager is authorized and directed to dispose of the surplus fill dirt.

APPROVED AND PASSED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the 2nd day of January, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Fleet Maintenance and Repair Services for the City of Pharr. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr's Purchasing department is requesting authorization to solicit proposals for the Fleet Maintenance and Repair services. The current service contract is due to expire January 31, 2024. - Project# 2324-55-535-S19-221

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

Created/Initiated - 12/28/2023

Mayra Gomez

Approved - 12/28/2023

Luis Marin

Approved - 12/28/2023

Hilda Pedraza

Approved - 12/28/2023

Ricardo Rodriguez

Approved - 12/28/2023

Karla Saavedra

Approved - 12/28/2023

City Management Office

Final Approval - 12/28/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Consideration and action, if any, on request from Hidalgo County Elections Department to use Pharr One Building as a polling location for the 2024 Election Cycle. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: The Hidalgo County Elections Department is requesting the use of the **Pharr One Building** for all upcoming 2024 elections. Voting hours are usually 7:00 a.m. to 7:00 p.m.

Upcoming 2024 Elections

Election	Early Voting	Election Day
Primary Election	Feb. 20, 2024 – Mar. 1, 2024	Tuesday, March 5, 2024
Primary Runoff Election	Mar. 25, 2024 – Apr. 2, 2024	Saturday, April 6, 2024
May Local Entities Elections	Apr. 22, 2024 – Apr. 30, 2024	Saturday, May 4, 2024
May Local Entities Runoff Elections	June 3, 2024 – June 11, 2024	Saturday, June 15, 2024
General Election	Oct. 23, 2024 – Nov. 3, 2024	Tuesday, November 5, 2024
General Runoff (Local Entities ONLY)	Dec. 2, 2024 – Dec. 10, 2024	Saturday, December 14, 2024

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 12/28/2023
Approved - 12/28/2023
Final Approval - 12/28/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

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

Classification: Regular

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

Issue: Resolution to acquire real property.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 12/28/2023
Approved - 12/28/2023
Approved - 12/28/2023
Final Approval - 12/28/2023

RESOLUTION NO. R-2024-__

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

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

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

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

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

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

LEGAL DESCRIPTION: MCCOLL A.J. W823.30' -N594' LOT 7 BLK 4 11.23AC NET

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

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

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

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

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of January, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 26, 2023

MEETING DATE: January 2, 2024

FROM: Luis Marin, Assistant Public Works
Director

DEPARTMENT: Public Works

DIRECTOR: Luis Marin

Agenda Item: Consideration and action, if any, on the purchase of a Hamm Compactor with padfoot drum (sheepfoot roller) from Nueces Power Equipment in the amount of \$148,371.24 (Buyboard Contract No. 685-22). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The current roller is over 16 years old and is requiring high-cost maintenance and is breaking down often. Staff recommends purchasing of Padfoot roller for ongoing street improvement projects. - Project No. 2324-01-517-P08-01

Fiscal Consideration: This project is approximately \$31,628.76 under budget.

Staff Recommendation: Staff recommends approval.

Alternatives: The compactor pad drum (sheepfoot roller) is budgeted for this Fiscal Year 2023-2024 and the purpose is to have the necessary resources to service heavy machinery on the job sites and assist other departments as needed. By not having this unit, staff have to rent out equipment when our unit is down or maintenance of high-cost.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Luis Marin
Luis Marin
David Friedlein
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 12/26/2023
Approved - 12/26/2023
Approved - 12/26/2023
Approved - 12/26/2023
Approved - 12/27/2023
Final Approval - 12/27/2023

Technical data

HC 70i P



Compactors Series HC CompactLine

Compactor with padfoot drum

H288

HIGHLIGHTS

- > 3-point articulation for excellent traction and cross-country mobility
- > Simple, intuitive and language-neutral control
- > High climbing ability
- > Compact dimensions
- > Excellent view of machine and construction site

TASB Buyboard

Quotation Worksheet

Date: 12/11/2023

Distributor Name: Nueces Power Equipment
Sales Person: Fidel De La Cruz
Phone Number: 956-361-0066

Price list date: 6/1/2022

Customer name: City of Pharr
Customer Contact: Luis Marin
Customer Email/Phone: luis.marin@pharr-tx.gov

Model Discount:	20.0%
factor	80.0%

Machine Make/Model	Description	Sales Code
Hamm HC 70i P W/cab and A/C		685-22

See attached spec sheet

Factory Options & Attachments

Non-Factory Options & Attachments

Est. 2024 price increase

Machine List/sale Price
Shop Manuals, freight, assembly & training
 Factory Freight
 Local Delivery
 PDI & Training

Factory List Price	Customer Price
\$ 148,964.29	\$ 119,171.43
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
\$16,531.75	\$ 13,225.40
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
\$8,937.00	\$ 7,149.60
	\$ -
\$174,433.04	\$ 139,546.43
	\$2,500.00
	\$1,500.00
	\$4,500.00
	\$ 148,046.43

Sub Total	\$	148,046.43
Additional Discount/Trade in		0
Heavy Equipment Fee	\$	324.81

Validity	60 days	
Delivery	30-180 DAY ARO	Dealer stock
FOB	Customers Yard	

Total Sale Price	\$148,371.24
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Vendor Contract Information Summary

Vendor	Nueces Power Equipment
Contact	Carla Strasheim
Phone	361-289-0066
Email	carla@npetex.com
Vendor Website	www.nuecespower.com
TIN	74-1649707
Address Line 1	P.O. Box 4789
Vendor City	Corpus Christi
Vendor Zip	78469
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30.
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1, 2, 3, 4, 5, 6, 7, 13, 15, 18, 19, 20
States	New Mexico, Texas
Contract Name	Construction, Road and Bridge, and Other Related Equipment
Contract No.	685-22
Effective	12/01/2022
Expiration	11/30/2025
Accepts RFQs	Yes
Quote Reference Number	685-22
Return Policy	All sales are final.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 27, 2023

MEETING DATE: January 2, 2024

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of uniforms for the Fire Department from Galls, LLC in the amount of \$53,911.00 (BuyBoard Cooperative Purchasing Contract Number 670-22). **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As part of the annual appropriation for the fire department, the replacement of uniforms for eight-six (86) personnel is budgeted. The department provides uniforms to all civil service personnel annually as required in the current Collective Bargaining Agreement between the City and the local firefighter's association.

Staff is proposing to utilize a BuyBoard Cooperative Purchasing Contract with Galls, LLC, to provide the annual allotment of uniforms in the amount of \$53,911.00. Project 2324-01-515-P07-01.

Fiscal Consideration: Uniforms are allotted annually as per the CBA.

Staff Recommendation: Based on review by this office, staff recommends approval of the award of contract for the purchase of uniforms for the fire department to Galls, LLC, utilizing BuyBoard Cooperative Purchasing Contract Number 670-22 in the amount of \$53,911.00.

Alternatives: Dis-approve the award.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Mayra Gomez
Karla Saavedra
Ricardo Rodriguez
City Management Office

Created/Initiated - 12/27/2023
Approved - 12/27/2023
Approved - 12/27/2023
Approved - 12/27/2023
Final Approval - 12/27/2023



Quote

Customer: (5290332) CITY OF PHARR
Date: 12/19/2023
Sales Rep: CAMERON LORD

Page 1 of 3
Quote Number: 24932007
Quote Expiration: 01/18/2024

Sold To:
CITY OF PHARR
PO BOX 1729
PHARR, TX 78577-1632
ALESSANDRA GARCIA

Ship To:
PHARR FIRE DEPT
118 S CAGE BLVD 3RD FL
PHARR, TX 78577
ALESSANDRA GARCIA

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SR570 DKNV LG	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT	95		53.00	5,035.00
		BUYBOARD 670-22 (Co-Op)				
1.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	95		3.00	285.00
1.2	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	95		3.00	285.00
1.3	EN25427	AC5290332 PHARR FIRE RESCUE TX SIL BADGE PATCH SIL/BLK/RED/DKGRY 2.375 X 3.375	95		3.00	285.00
1.4	PEC02	2 LINE RIGHT CHEST EMBROIDERY	95		3.00	285.00
2	SR571 DKNV LG REG	TACLITE PRO SHIRT LS POLY/CTN RIPSTOP	58		58.00	3,364.00
2.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	58		3.00	174.00
2.2	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	58		3.00	174.00
2.3	EN25427	AC5290332 PHARR FIRE RESCUE TX SIL BADGE PATCH SIL/BLK/RED/DKGRY 2.375 X 3.375	58		3.00	174.00
2.4	PEC02	2 LINE RIGHT CHEST EMBROIDERY	58		3.00	174.00
3	TR1661 BLK 30 30	5.11 ABR PRO PANT	230		59.00	13,570.00
4	TR909 DKNV 28 34	5.11 STRYKE PANT W/FLEX TAC	25		72.00	1,800.00
5	TT824 DKNV 30 30	5.11 MENS APEX PANT	309		78.00	24,102.00
10	SR635 MDNV LG REG	MENS PDU LS TWILL CLASS A SHIRT	20		59.00	1,180.00
10.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	20		3.00	60.00



Quote

Customer: (5290332) CITY OF PHARR
Date: 12/19/2023
Sales Rep: CAMERON LORD

Page 2 of 3
Quote Number: 24932007
Quote Expiration: 01/18/2024

Sold To:
CITY OF PHARR
PO BOX 1729
PHARR, TX 78577-1632
ALESSANDRA GARCIA

Ship To:
PHARR FIRE DEPT
118 S CAGE BLVD 3RD FL
PHARR, TX 78577
ALESSANDRA GARCIA

Line	Item	Description	Qty	Retail	Your Price	Ext Total
10.2	EG2123	TEXAS DEPT STATE HEALTH SERVICES AEMT ADVANCED BLU/RED/WHT	20		3.00	60.00
10.3	PEC02	2 LINE RIGHT CHEST EMBROIDERY	20			
11	SR789 MDNV LG REG	MENS S/S TACLITE PDU CLASS A SHIRT	4		55.00	220.00
11.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	4		3.00	12.00
11.2	EG0081	AC00000TX TX DEPT OF STATE HEALTH SVCS EMT BLUE/RED/WHT 4.75 X 3 3/8	4		3.00	12.00
11.3	PEC02	2 LINE RIGHT CHEST EMBROIDERY	4			
13	SR793 MDNV LG REG	WOMENS S/S TACLITE PDU CLASS A SHIRT	1		55.00	55.00
13.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	1		3.00	3.00
13.2	EG0081	AC00000TX TX DEPT OF STATE HEALTH SVCS EMT BLUE/RED/WHT 4.75 X 3 3/8	1		3.00	3.00
13.3	PEC02	2 LINE RIGHT CHEST EMBROIDERY	1			
15	TR904 DKNV 33 OB	MENS TACLITE PDU CLASS A PANT	20		59.00	1,180.00
16	TR906 MDNV 33 OB	MENS TACLITE PDU CLASS B PANT	6		39.00	234.00
20	SH1869 DKNV MD	WOMENS FAST TAC LS SHIRT	10		46.00	460.00
20.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	10		3.00	30.00
20.2	EG0081	AC00000TX TX DEPT OF STATE HEALTH SVCS EMT BLUE/RED/WHT 4.75 X 3 3/8	10		3.00	30.00
20.3	PEC02	2 LINE RIGHT CHEST EMBROIDERY	10		3.00	30.00
21	SR932 DKNV LG	WOMENS TACLITE LONG SLEEVE SHIRT	9		58.00	522.00



Quote

Customer: (5290332) CITY OF PHARR
Date: 12/19/2023
Sales Rep: CAMERON LORD

Page 3 of 3
Quote Number: 24932007
Quote Expiration: 01/18/2024

Sold To:
CITY OF PHARR
PO BOX 1729
PHARR, TX 78577-1632
ALESSANDRA GARCIA

Ship To:
PHARR FIRE DEPT
118 S CAGE BLVD 3RD FL
PHARR, TX 78577
ALESSANDRA GARCIA

Line	Item	Description	Qty	Retail	Your Price	Ext Total
21.1	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	9		3.00	27.00
21.2	EX2412	AC5290332 PHARR FIRE-RESCUE SHLDR BLK/ RBT/GLD/RED/LTBLU/GRN/SIL/WHT 3.31 X 4.5	9		3.00	27.00
21.3	EN25426	AC5290332 PHARR FIRE RESCUE TX GLD BADGE PATCH GLD/BLK/RED 2.375 X 3.375	9		3.00	27.00
21.4	PEC02	2 LINE RIGHT CHEST EMBROIDERY	9		3.00	27.00

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 53,906.00
SHIPPING: 5.00
TAX.....
TOTAL...: 53,911.00

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



Vendor Contract Information Summary

Vendor	Galls, LLC
Contact	Tiffany Brewer
Phone	800-876-4242
Email	teamtexas@galls.com
Vendor Website	www.galls.com
TIN	20-3545989
Address Line 1	1340 Russell Cave Rd.
Vendor City	Lexington
Vendor Zip	40505
Vendor State	KY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Uniforms and Accessories
Contract No.	670-22
Effective	06/01/2022
Expiration	05/31/2025
Accepts RFQs	Yes
Quote Reference Number	670-22
Return Policy	See Extended Exceptions for return policy



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 27, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a sale agreement for Jackson Place Apartments. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Sale of Jackson Place Apartments

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 12/27/2023
Approved - 12/27/2023
Approved - 12/28/2023
Final Approval - 12/28/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Pharr Housing Authority for the purchase of building located at 104 W. Polk Avenue. **This item supports IF - Infrastructure.**

Classification: Closed Session

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

Issue: Negotiate purchase of real estate property.

Fiscal Consideration: to be negotiated

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Section 551.087

ROUTING:

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 12/28/2023

Approved - 12/28/2023

Approved - 12/28/2023

Final Approval - 12/28/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Consulting Agreement between City of Pharr and Valiant Energy Sources, LLC for energy consulting services. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Valiant Energy Sources, LLC (VES) will be providing energy consulting services to the City of Pharr. The agreement will remain in full force and effect until the completion of services and the program is at no cost to the City.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 12/28/2023
Approved - 12/28/2023
Approved - 12/28/2023
Final Approval - 12/28/2023

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") BETWEEN:

City of Pharr 118 S Cage Blvd Pharr TX 78577
(the "Client")

- AND -

Valiant Energy Sources, LLC of 1808 Mozelle Ave Pharr, TX 78577
(the "Consultant")

BACKGROUND:

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities (Demonstrated Competence and Qualifications) to provide consulting services to the Client.
- B. The Client is of the opinion that the services provided by the Consultant are considered professional services and are exempt from the procurement requirements stated in Texas Local Govt Code 252.022.
- C. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Assistance with the procurement of electricity for the Client.
 - Valiant Energy Sources, LLC (VES) agrees to engage in the competitive solicitation of electricity on behalf of Client, either individually or as part of an Energy Aggregation
 - Valiant Energy Sources, LLC agrees to assist client in all matters related to AEP.
 - Pool ("EAP") created by VES, in accordance with applicable laws of the state of Texas. For Individual Contracts, VES agrees to solicit pricing from the Retail Electricity Providers ("REP") and to negotiate the terms of a standard contract agreed to by Client for energy services on behalf of Client with the REP selected. For EAP Contracts, VES agrees to solicit pricing on behalf of the EAP and to negotiate the terms of a standard contract to be used by Clients of the EAP, including Client, with the REP selected by VES on behalf of the EAP.

- Client has the final say as to who the selected energy provider for the Client will be. Under no circumstance may the Consultant enter into an agreement with electricity providers with approval by the Client in writing after Board approval.
 - VES agrees to assist Client with the addition or deletion of metered accounts with the REP during the duration of the Client's contract with VES and the REP.
 - Upon request by Client in writing, VES will make a good faith effort to negotiate on Client's behalf settlements of reasonable disputes regarding Client's electric or natural gas service. Provided, however, that VES assumes no liabilities or responsibilities to: 1) engage in protracted negotiations; 2) reach any settlement; or 3) reach any settlement to Client's satisfaction.
 - **CLIENT RESPONSIBILITIES:** Client agrees that, upon execution of this Agreement by Client, VES shall be Client's non-exclusive agent for the procurement of electricity services continuing for a minimum twelve (12) month period so that Client's electricity supply requirements may be submitted for competitive solicitation by VES. This agreement is limited to Client's accounts in localities served by an electric utility that is subject to electricity deregulation. Client agrees to fully cooperate with VES during the competitive solicitation and negotiation process.
 - Client agrees to provide account information, including service addresses, ESI ID numbers, account numbers, current electricity supply contract, and load data for all of Client's current accounts located in localities subject to electricity deregulation. Client warrants and represents that the account information it provides to VES is accurate to the best of its knowledge, and Client agrees to verify the accuracy of the accounts submitted for bid in the solicitation process and in the agreement negotiated by VES with the REP. This information shall be provided to VES by Client within a reasonable amount of time.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. This agreement may be terminated by either party for convenience with ten days (10 days) written notice.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. The Consultant will charge the Client for the Services as follows (the "Compensation"):

The client will pay the consultant \$0.00. The REP will pay the consultant \$0.001 per kwh.

8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to \$0.00 payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
9. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

10. Any late payments will trigger a fee of 0.00% per month on the amount still owing.

Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
13. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Ownership of Intellectual Property

14. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
15. The Consultant may not use the Intellectual Property for any purpose other than that contracted for

in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

16. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. City of Pharr
118 S Cage Blvd
Pharr, TX 78577

Valiant Energy Sources, LLC
1808 Mozelle Ave
Pharr, TX 78577

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

19. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by

each Party or an authorized representative of each Party.

Time of the Essence

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

22. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

24. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

25. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

City of Pharr

Per: _____(Seal)

Valiant Energy Sources, LLC

Per: _____(Seal)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: December 28, 2023

MEETING DATE: January 2, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Licensing Agreement between the Department of Defense, Combat Casualty Care Research Program and City of Pharr EMS for Stop the Bleed. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: STOP THE BLEED® is a U.S. Government program that addresses the need to train and enable the public to take critical lifesaving actions to control severe blood loss caused by a traumatic injury. The Pharr EMS Department will be hosting the Stop the Bleed/Hands-on classes to the general public.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 12/28/2023
Approved - 12/28/2023
Approved - 12/28/2023
Final Approval - 12/28/2023

LICENSING AGREEMENT

AGREEMENT effective December 1, 2023, between the **Department of Defense, Combat Casualty Care Research Program** (hereinafter referred to as "DoD") and **City of Phar EMS** (hereinafter referred to as "Licensee").

WHEREAS, STOP THE BLEED® is a U.S. Government program that addresses the need to train and enable the public to take critical lifesaving actions to control severe blood loss caused by a traumatic injury (hereinafter referred to as the "Program"); and

WHEREAS, DoD owns multiple United States and foreign trademark registrations on the STOP THE BLEED® marks shown in paragraph 2 of this Agreement (hereinafter referred to as the "Marks"); and

WHEREAS, the Program has adopted the Marks as its official symbol and authorized its use by third parties for the purposes set forth in this Agreement; and

WHEREAS, Licensee desires to utilize the Marks in connection with its educational and promotional activities in support of the Program; and

WHEREAS, DoD is willing to authorize the Licensee to use the Marks under the terms and conditions set forth below.

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

1. GRANT OF LICENSE: Subject to the limitations set forth in this Agreement, DoD hereby grants to Licensee, the non-exclusive right and license to use the Marks, in the Territory described below, in conjunction with its **EDUCATIONAL AND OUTREACH EFFORTS TO SUPPORT AND PUBLICIZE THE PROGRAM**. Educational efforts include all in-person, virtual and online classes taught by qualified bleeding control professionals and/or instructors certified by the American College of Surgeons or the Stop the Bleed Coalition. (See paragraph 9.1, below.) Outreach efforts include promoting the Program and its purposes on Licensee's website, posters and other promotional pieces it creates that deal with how to stop or control severe bleeding. Licensee agrees that it will not use the Marks or the STOP THE BLEED® Badge shown in paragraph 6.2 (hereinafter referred to as the "Badge") in a manner that would indicate DoD's endorsement of any of its products or services. This specifically includes not putting the Marks or Badge on any webpage where any of Licensee's products or services are promoted or sold. Upon request from DoD, Licensee agrees to include appropriate disclaimers on its website and promotional materials.

2. MARKS: The term Marks, as used in this Agreement, shall include the Word Mark and Logo/Design Marks shown below. The registered ® symbol shall be reproduced in the relative size and location shown in the STOP THE BLEED® Style Guide (hereinafter referred to as the "Style Guide"). Upon request, DoD shall provide Licensee with high-resolution copies of the Marks. The Style Guide is available online at: <https://stopthebleedcoalition.org/styleguide>.

Word Mark:

STOP THE BLEED®

Logo/Design Marks:



Stop Sign Logos: The Stop Sign logo is intended for uses where the display of the entire STOP THE BLEED® logo is not practical. All uses of the Stop Sign logos must conform with guidance provided in the Style Guide and be specifically approved in writing by DoD before the logos can be used by Licensee.



3. **ROYALTY:** This is a royalty free license.

4. **TERRITORY:** Unless otherwise agreed by DoD in writing, this license is only valid for teaching an approved STOP THE BLEED® Bleeding Control Course in the following territory:
City of Phar, TX

5. **STUDENT FEES:** Licensee's use of the Marks is restricted to non-profit educational purposes. Students may be charged a fee for attending Licensee's educational classes. However, unless otherwise authorized by DoD in writing, all such student fees collected by Licensee must be used exclusively for Licensee's educational and/or outreach activities in support of the Program. A separate license is required if the Licensee is operating a for-profit educational program. A for-profit program is one where a portion of the student fees are used for purposes not directly related to the cost of operating and promoting of the Program.

6. **FREE EDUCATIONAL LICENSEE PORTAL:** Once this Agreement has been signed by both Licensee and DoD, the Licensee will receive an email with information on how it can establish an account giving it access to the Educational Licensee Account Portal (the "Portal") established by DoD. There is no cost to the Licensee to set up an account and the Portal provides access to important training aids, including the following:

6.1. **STB Course Materials.** DoD approved bleeding control course slides and support materials created by the Stop the Bleed Coalition. This is a one-hour bleeding control class that provides instruction in how to treat traumatic injuries involving severe blood loss.

6.2. **Educational Licensee Badge.** DoD has developed a distinctive badge that can be used by the Licensee to promote the fact that it has been issued a DoD STB Educational License. The badge is designed to be displayed on Licensee's website and in other promotional materials that are directly related to its bleeding control training program. The purpose of the Badge is to show the public that the Licensee has been licensed by DoD to provide STOP THE BLEED® branded bleeding control training. Images of the Badge can be downloaded from the Portal.



6.3. Training Certificates. DoD has created a variety of training certificates that are available for issuance to students that have completed all portions of the STOP THE BLEED® bleeding control course. Fill in the blank certificates can be downloaded from the Portal. Some of these samples allow the Licensee to show its logo on the certificate also. Any Licensee desiring to modify the certificate to meet its individual needs must submit a drawing of the certificate to DoD for approval at stopthebleed@stripes.osd.mil. All certificates created by the Licensee must in compliance with guidelines set forth in the Style Guide and must be approved by DoD in writing before they can be used. The issuance of a student certificate is not required under this Agreement.



6.4. Filing Quarterly Reports. Paragraph 11 of this Agreement requires licensees to submit quarterly training reports. The Portal provides the Licensee the opportunity to file these reports online. The form is designed to take about 5 minutes to complete.

7. PROMOTIONAL PRODUCTS: This license does not authorize or permit the Licensee to produce any promotional products (T-shirts, mugs, stickers, etc.) or bleeding control devices or products (tourniquets, hemostatic gauze, first aid kits, etc.) bearing the Marks. Below are the options available to Licensees desiring to use promotional items in promoting their bleeding control program.

7.1. Pre-approved STOP THE BLEED® branded promotional products, including co-branded product, can be purchased from the STOP THE BLEED® Shop at <https://shopstopthebleed.com/>. Licensees can use any merchandise purchased from this website for the promotion of their bleeding control training program.

7.2. Licensees desiring to create their own branded products must request a separate product license application form from DoD at stopthebleed@stripes.osd.mil. These licenses will only be granted in situations where the products desired are not sold by the STOP THE BLEED® Shop or where there are valid reasons for procuring the products from a different source. Before a license is granted, DoD must approve of the manufacturer of the products, the artwork, and the quality of the actual product. This may involve sending product samples to DoD. Product samples sent to DoD are normally not returned.

8. CO-BRANDING: The Marks may be co-branded with Licensee's corporate name, trade name(s) and logos on its website, posters, etc., that are designed to promote Licensee's bleeding control courses. All co-branding must conform to the provisions of Co-Branding section of the Style Guide and may not be done in a manner that would imply an endorsement by DoD of Licensee's organization or training program. DoD reserves the right to require Licensee to send it artwork and/or product samples showing how the Marks are displayed with Licensee's logo. DoD may require changes to the way Licensee uses its names and logos in conjunction with the Marks. Co-branded products purchased from the STOP THE BLEED® Shop website shown in

paragraph 7.1 do not require further review by DoD. Co-branded products coming from other sources must be licensed by DoD in the manner set forth in paragraph 7.2 above.

9. COURSE CURRICULUM: The Program seeks to translate DoD's battlefield medical success to the civilian sector by providing the public with training that will enable those taking the course to stop or reduce life-threatening bleeding. The overall goal of all STOP THE BLEED® training is to motivate the student to take immediate action when someone is injured, to be able to differentiate life-threatening from non-life-threatening bleeding, and to promptly apply pressure to stop or reduce bleeding. This includes applying direct pressure, packing and wrapping the wound and proper use of a tourniquet.

9.1. Approved STOP THE BLEED® Courses: There are currently two DoD approved STOP THE BLEED® bleeding control courses being offered. Instructors desiring to teach one of these courses must request certification through the course's sponsoring organization.

The American College of Surgeons STOP THE BLEED® Course. The instructor portal can be found at: <https://www.stopthebleed.org/training/>

The Stop the Bleed Coalition STOP THE BLEED® Course. Course materials are available at the Portal mentioned in paragraph 6 above.

9.2 Licensee Created Courses: Bleeding control courses created by the Licensee must be approved by DoD before they are offered to the public. Licensee created courses offered to the public pursuant to this Agreement should provide training in the following areas:

9.2.1. That when there is substantial bleeding, there exists a need to act immediately because uncontrolled bleeding can cause death within minutes.

9.2.2. That hemostatic or medical gauze should be used to pack and wrap the wound, but a shirt, a towel, or other material can be used if that is all that is available.

9.2.3. That direct pressure should be applied to the wound to reduce bleeding, but if significant bleeding continues, a tourniquet should be considered for bleeding from the arms or legs. This includes providing instruction on how to recognize when a tourniquet is needed, providing guidance on how to properly apply a tourniquet and how to recognize when a second tourniquet might be required.

9.2.4. That gloves, face masks or other types of physical barriers should be used if available.

9.2.5 That, if bleeding is severe, when possible, someone else at the scene of a traumatic bleeding incident should be directed to call for emergency medical help.

10. USE OF ONLINE VIDEOS: Online videos may be used as part of the training authorized under this Agreement. However, certificates of course completion, like the one shown in paragraph 6.3, should not be issued until the participant has completed the in-person, hands-on skills section of the course that includes showing competency in applying direct pressure to reduce bleeding, packing and wrapping a wound and proper tourniquet application. Training videos created by the Licensee must be submitted to DoD for review and approval prior to their

being used as part of a STOP THE BLEED® authorized bleeding control course. All proposed training videos should be sent to DoD at stopthebleed@stripes.osd.mil. If approved, Licensee grants DoD the unlimited right and license to reproduce the video and authorize third-parties to display the video for training purposes in support of the goals of the Program.

11. REPORTING REQUIREMENTS: As part of DoD's quality control procedures, the Licensee agrees to provide DoD with quarterly reports that provide the following information: (1) the number of qualified instructors available to teach their bleeding control course; (2) the number of classes taught during calendar quarter; (3) the total number of students that completed the course; (4) the number of course completion certificates issued (if any); (5) if the course Licensee offers are available to the general public and (6) the curriculum taught. (Does Licensee teach the course offered by the American College of Surgeons, the Stop the Bleed Coalition or a course created by the Licensee or some other party.) The reports are due 30 days following the end of the calendar quarter and the information may be sent in email form to stopthebleed@stripes.osd.mil. Reports may also be completed and filed online at the Portal mentioned in paragraph 6.4. Reports filed online will also request additional information to help DoD continue to develop the STOP THE BLEED® Program. Providing this additional information is not a requirement under this Agreement, but will help DoD continue to improve the STOP THE BLEED® Program.

12. OFFICIAL LIST OF LICENSEES: DoD has been requested by various states to establish a website, available to the general public, that contains a list of DoD's STOP THE BLEED® Educational Licensees. The states want to use the list to provide guidance to schools, government agencies and other organizations on where they can get qualified bleeding control training. By signing this Agreement, Licensee authorizes DoD to list Licensee's organization on this list, including its address and the contact information listed for the Primary Contact shown in paragraph 18.2 below. Notwithstanding the proceeding provisions, Licensee may request that its listing be deleted from the list or may request that its contact information be changed. This request may be made at the time this Agreement is signed or at any time thereafter. It is anticipated that organizations appearing on this list will receive inquiries from schools, other government organizations and the general public.

13. DoD EDUCATIONAL AIDS: DoD and its partners have created a number of aids to assist the Licensee in developing its educational program. These articles and other educational aids can be found on the Portal mentioned in paragraph 6. It is recommended that the Licensee carefully review this website prior to developing its own bleeding control training program. A short video on bleeding control created by DoD's Uniformed Services University of Health Sciences is available at: <https://stopthebleed.usuhs.edu/> A video created by the American College of Surgeons is available at <https://www.stopthebleed.org/training/#public>. DoD has also developed a STOP THE BLEED® bleeding control app which is available at no cost. The apps can be found at:

iOS devices. See: <https://itunes.apple.com/us/app/stb/id1336173602?mt=8>

Google Play: See: <https://play.google.com/store/apps/details?id=edu.usuhs.stb>

14. NO CHANGES IN ARTWORK OR DESIGNS: Licensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in the Style Guide. Upon request, DoD shall provide Licensee with reproduction quality copies of the Marks. If requested by DoD, Licensee agrees to send DoD mock-ups of the posters and other promotional materials it intends to create and/or is using in support of its STOP THE BLEED® educational and outreach program.

15. DoD OWNERSHIP OF MARK AND BADGE:

15.1. DoD represents and Licensee acknowledges that DoD owns the Marks and agrees that it will do nothing inconsistent with such ownership, that all uses of the Marks and Badge by Licensee shall inure to the benefit of and be on behalf of DoD, and agrees to assist DoD, at its request, in recording this Agreement with appropriate governmental authorities. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Marks or Badge other than the rights outlined in this Agreement and Licensee agrees that it will not attack the title of DoD to the Marks or Badge, attack the validity of this License or any trademark, service mark, copyright or similar applications or registrations DoD may now or in the future, have on the Marks and Badge and their artistic elements. Licensee further agrees that it will not assist or cooperate with other parties in their efforts to attack DoD's trademarks and its right to control how the Marks are used.

15.2. Unless specifically authorized by DoD in writing, Licensee agrees that it will not apply for or secure trademark or copyright registration(s) on the Marks (or any words, logos or designs that are confusingly similar to the Marks) with any governmental entity in the United States or elsewhere. To the extent Licensee secures any common law or other ownership rights to any of the Marks (or any words, logos or designs that are confusingly similar to the Marks), Licensee agrees to promptly assign those rights to DoD upon request or upon the termination of this Agreement, whichever comes first. Licensee agrees to sign any documents prepared by DoD that are necessary to execute such assignment or to exercise any other right granted DoD in this Agreement.

15.3. Licensee shall not apply for, secure, or own any domain names or social media accounts that contains the words Stop the Bleed, Stop the Bleeding, or any variation thereof without DoD's prior written consent. This includes, but is not limited to, websites or Uniform Resource Locators (URL) and social media accounts like Facebook, Twitter, Instagram, LinkedIn. Licensee further agrees that any such domain name or account that is authorized by DoD pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement. DoD shall also have the right to direct that the Licensee abandon any such account instead of assigning it to DoD.

15.4. DoD's failure to timely enforce any provisions of this Agreement shall not constitute a waiver of its right to enforce any such provision in the future.

15.5. All the provisions of this paragraph and the following paragraph dealing with Representations and Warranties shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES: Both Parties warrant that they have full power and authority to enter into this Agreement and that the execution of this Agreement by it does not violate any agreements, rights or obligations existing between it and any third-party before and/or during the Term. DoD represents and warrants that, to the best of its knowledge, the Marks licensed under this Agreement do not infringe upon or violate any third-party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. The Marks are registered trademarks in the United States and many foreign countries. However, there may be some countries where third-parties may claim rights to the slogan, Stop the Bleed, that are superior to those owned by DoD. If the Marks are to be used outside of the United States, Licensee is solely responsible for ensuring that such use does not

violate any third-party rights. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third-party intellectual property rights, trade secrets or other proprietary rights.

17. LICENSEE OWNERSHIP OF ITS NAMES AND LOGO: Nothing in this Agreement shall give DoD any ownership rights to any of Licensee's names or logo. However, DoD and its partners may display Licensee's name, logo and contact information in any listings it creates of groups that have been issued STOP THE BLEED® Educational Licenses by DoD.

18. POINT OF CONTACT – The Parties have designated the persons listed below as their Point-of-Contact for all matters dealing with this Agreement:

18.1. DoD at:

Therese A. West, DNP, APN, BC
Deputy Director
US Combat Casualty Care Research Program
504 Scott Street
Fort Detrick, MD 21702-5012

Copy to:

Ms. Tzipy Fromberg, MBA
Trademark Management Specialist
STOP THE BLEED® Program
Fromberg.tziporah@stripes.com

18.2. Licensee at:

Raul Escamilla
City of Phar EMS
raul.escamilla@pharr-tx.gov

19. TERMINATION OF LICENSE: This Agreement shall commence as of the Effective Date shown above and shall terminate on the third anniversary of the Effective Date. This three-year period shall hereinafter be referred to as the "Term". Notwithstanding anything to the contrary contained in this Agreement, either party may terminate this license at any time by giving the other party 30 days written notice of its intent to terminate this Agreement. This Agreement shall terminate at the end of the notice period. The notice shall be sent to the other party's designated Point-of-Contact and shall be deemed to have been received by addressee on the date delivered. Such notice can be sent by email, regular mail or registered mail. However, the sender has the burden of proving delivery. If more than one contact is listed in the Point-of-Contact section for either Party, the notice shall be sent to every person or entity listed.

20. OWNERSHIP NOTICE: On Licensee's website, and on the bottom of all posters and other printed materials where one or more reproductions of the Marks are displayed, the ownership notice shown below shall be reproduced in small print. The notice only needs be printed once on Licensee's website and only once on any printed document regardless of the length of the document.

STOP THE BLEED® is a registered trademark of the U.S. Department of Defense.
All rights reserved. ©DoD

21. **INDEPENDENT CONTRACTORS:** DoD and Licensee intend to act and perform as independent contractors and the provisions hereof are not intended to create any partnership, joint venture, agency, or employment relationship between the Parties.

22. **CAPTIONS:** Captions or headings used in this Agreement are for convenience or reference only and shall not be considered in the construction of this Agreement.

23. **APPLICABLE LAW:** This Agreement will be governed by, construed, and interpreted in accordance with the laws of the United States of America, without regard to conflict of law principles. Any action brought by Licensee for monetary damages against DoD shall be brought in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

**U.S. DEPARTMENT OF DEFENSE
Combat Casualty Care Research Program**

**LICENSEE:
City of Phar EMS**

By: Dr. Therese A. West

By:Full name

Title: Deputy Director

Title:Title

SIGNATURE AREA

SIGNATURE AREA