



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MAY 5, 2025**

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

1. CALL TO ORDER:

- A) Roll call and possible action on the excusing of any absent member of the governing board.
- B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

- A) Proclamation proclaiming May 5, 2025, as South Texas Border Chapter Texas Master Naturalist Day.
- B) Proclamation proclaiming May 4 – 10, 2025 as Professional Municipal Clerks Week.
- C) Proclamation proclaiming May 11 – 17, 2025 as Pharr Police Memorial Week.

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

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

- A) Public hearing on development services cases

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

A) City Engineer's Report

B) Recognition of Leah Adinari Guerra Hernandez for receiving a Golden Presidential Volunteer Service Award.

C) City Events of Interest

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

A) Approval of Minutes for April 21, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Las Milpas Road between Jackson Road and Cage Boulevard (CSJ: 0921-02-434). **This item supports IF - Infrastructure.** (ENGINEERING)

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

1. Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. CUP#150325 **This item supports EV - Economic Vitality.**

2. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. CUP#060104 **This item supports EV - Economic Vitality.**

3. Diana L. Bojorquez De Robles, D/B/A The Forum by Regency, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.08 acres, more or less, out of Lots 12 and 13, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 213 East Ferguson Avenue, Suite D. CUP#240203 **This item supports EV - Economic Vitality.**

4. Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.102 acres out of Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. CUP#071271 **This item supports EV - Economic Vitality.**

5. Olly's Drive Thru, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being a 0.04 acre tract of land, more or less, out of Lots 27 and 28, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5850 South Cage Boulevard. CUP#200836 **This item supports EV - Economic Vitality.**

6. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 3A, Re-plat of Vacated Carmel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. CUP#131046 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-37 prescribing new rates for sewer services. **(1st Reading) This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-07 prescribing new rates for water services **(1st Reading). This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

C) Consideration and action, if any, on Resolution declaring equipment as surplus for sale; any items not sold through negotiation will be offered at auction. **This item supports EV - Economic Vitality.** (EMERGENCY MEDICAL SERVICES)

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

8. PURCHASING:

A) Consideration and action, if any, on the purchase of two (2) HPV High Water Rescue Trucks for the Fire Department from Acela Truck Company from Bozeman, Montana in the amount of \$758,692.00 (Sourcewell Cooperative Purchasing Program #032824-CER). **This item supports SSC - Safe and Secure Community.** (PURCHASING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, rescinding City Commission action taken on 02/03/25 to reject bids and authorizing the City Manager to award a construction contract for the Commercial Vehicle Parking Area to NM Contracting from McAllen TX. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on agreement with MacGregor Entertainment for carnival attractions for the City of Pharr Avocado Festival on October 11th, 2025. **This item supports QL - Quality of Life.** (SPECIAL EVENTS)

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

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

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

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

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

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

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

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

12. 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 1007 or FAX 956-475-3442 or Email cityclerksoffice@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 2nd day of May 2025 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 2nd day of May 2025




IMELDA PEREZ, TRMC
CITY CLERK

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

Name: _____

Title: _____

Proclamation



WHEREAS, the mission of the Texas Master Naturalist™ program is to develop a corps of well-informed volunteers who provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Texas; and

WHEREAS, since its founding in 1997 by a group of dedicated conservationists, the Texas Master Naturalist™ program has grown to include 49 local chapters serving 214 counties across the state, sponsored by the Texas Park and Wildlife Department and Texas A&M AgriLife Extension Service; and

WHEREAS, as of 2023, the Texas Master Naturalist™ program has trained more than 17,000 certified volunteers who have contributed over 6.9 million hours of service, impacted more than 234,800 acres of wildlife and native plants habitats, reached over 7.1 million Texas residents of all ages, and provided an economic value of over \$140 million to the State of Texas; and

WHEREAS, the South Texas Border Chapter of the Texas Master Naturalist™ program was chartered in October 2015 to serve Hidalgo, Starr, and Cameron Counties, with over 70 active members offering their expertise and labor as nature guides, educators, citizen scientists, gardeners, and conservation workers; and

WHEREAS, within the City of Pharr, members of the South Texas Border Chapter have contributed more than 2,000 volunteer hours since 2015, resulting in an estimated economic impact of over \$48,000, directly serving more than 500 residents through community events such as Eco Fest and through ongoing stewardship at Santa Ana National Wildlife Refuge and local native plant gardens.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the day of May 5, 2025, as:

“South Texas Border Chapter Texas Master Naturalist™”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of May 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, the Office of the Professional Municipal Clerk is a vital part of local government, and is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and serving as the information center on functions of local government and community; and

WHEREAS, the office of the Municipal Clerk, also known as City Clerk, has duties that are statutorily mandated in Texas Local Government Code §22.071 and §22.073; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, annual meetings of their state, as well as provincial, county and international professional organizations; and

WHEREAS, the Office of the City Clerk adheres to strict ethical, statutory, and recognized professional standards, and this office is the professional link to responsive government in Pharr, by innovatively responding and serving its internal and external customers with integrity and efficiency, while responsibly and accurately preserving the records of the past.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 4 – 10, 2025 as:

“Professional Municipal Clerks Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5TH day of May 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, the Congress and President of the United States have designated May 15, 2025, as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the 136 dedicated members of the Pharr Police Department. Each year, approximately 60,000 assaults against law enforcement officers are reported, resulting in approximately 17,000 injuries. Since the first recorded death in 1786, over 24,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officer Memorial in Washington, D.C. and 345 new names of fallen heroes are being added this spring; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day in honor of all fallen officers and their families. The City of Pharr hereby formally designates and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 11 – 17, 2025 as:

“Pharr Police Memorial Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of May 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 5/1/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: May 2, 2025

MEETING DATE: May 5, 2025

FROM: Maria Rangel, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
City Management Office

Created/Initiated - 5/2/2025
Final Approval - 5/2/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Recognition of Leah Adinari Guerra Hernandez for receiving a Golden Presidential Volunteer Service Award.

Classification: Regular

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

Issue: Recognition of Leah Adinari Guerra Hernandez for receiving a Golden Presidential Volunteer Service Award.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends recognizing Leah Adinari Guerra Hernandez, a 7-year-old student at Allen and William Arnold Elementary, for her exceptional community service and receipt of the prestigious Golden Presidential Volunteer Service Award.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia

Created/Initiated - 5/1/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 5/1/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for April 21, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Approval of Minutes for April 21, 2025 - Regular Called Meeting.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval on minutes as presented.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
Imelda Perez
City Management Office

Created/Initiated - 5/1/2025
Approved - 5/2/2025
Final Approval - 5/2/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 21, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 21, 2025 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Michael Pacheco
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Comm. Roberto Carrillo
Comm. Itza Flores

STAFF PRESENT: Jonathan Flores, City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, City Engineer
Sabrina Solis, Finance Comp. of Operations
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roy Rodriguez, Asst. Code Compliance Dir.
Joe Garza, Asst. Dev. Svcs. Director
Jesus Pena, Asst. Public Works Director
Melanie Cano, O.S.E. Director
Sergio Alanis, Parks & Rec. Director
Mike Singleterry, Library Branch Manager
Luis Bazan, Bridge Director
Maritza Magallan, Purchasing Dept.
Danny Ramirez, EMS Chief
CJ Sanchez, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Asst. P.S. Communications Dir.
Niko Tapangan, Public Health Director
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management 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.

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

Mayor Hernandez was not present at the time of roll call but arrived at 4:04 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING APRIL 21 - 25, 2025 AS NATIONAL COMMUNITY DEVELOPMENT WEEK.

Jonathan Flores, City Manager, introduced the item.

Elizabeth Diaz, Community Development Block Grant (CDBG) Director, introduced her staff and thanked them for all their hard work and dedication to the community and citizens of Pharr. She further extended an invitation to the to everyone to attend the CDBG 51st Birthday Celebration taking place on Thursday, April 24, 2025.

At this time, Comm. Pacheco read the proclamation proclaiming April 21 – 25, 2025 as National Community Development Week and presented proclamation to Elizabeth Diaz and staff.

B) PROCLAMATION PROCLAIMING THE MONTH OF APRIL AS FAIR HOUSING MONTH

Jonathan Flores, City Manager, introduced the item.

Elizabeth Diaz, Community Development Block Grant (CDBG) Director, and Napoleon Coca, Community Development Block Grant (CDBG) Assistant Director, thanked the commission for the proclamation and recognition. Mr. Coca stated the month of April was celebrated as Fair Housing month as a commitment to ensuring equal access to safe and affordable housing through CDBG grants.

At this time, Comm. Caballero read the proclamation proclaiming the month of April as Fair Housing Month and presented proclamation to Elizabeth Diaz and staff.

C) PROCLAMATION PROCLAIMING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH.

Jonathan Flores, City Manager, introduced the item.

Niko Tapangan, Public Health Director, introduced Ms. Veronica Quintana, PSJA Director of Special Education and students from the PSJA Pathways Towards

Independence program. Ms. Quintana briefly stated PSJA School District served seven hundred fifty (750) students with varying levels of Autism.

At this time, Comm. Medina read the proclamation proclaiming the month of April as Autism Awareness Month and presented proclamation to Niko Tapangan and Veronica Quintana.

D) PROCLAMATION PROCLAIMING THE MONTH OF APRIL AS CHILD ABUSE PREVENTION MONTH.

Jonathan Flores, City Manager, introduced the item.

Danny Ramirez, EMS Chief stated the month of April was Child Abuse Prevention month and explained this was to raise awareness for child abuse and promoting prevention and support services. He further introduced Driscoll Children's Hospital representatives and Pharr EMS command staff.

Mayor Hernandez welcomed Driscoll Children's Hospital staff and read proclamation proclaiming Child Abuse Prevention month.

Proclamation was presented to Danny Ramirez and Driscoll Children's Hospital staff.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) 2025 HEALTHIER TEXAS COMMUNITY CHALLENGE PRESENTATION

Jonathan Flores, City Manager, called upon Abel Molina, Special Events Director, to give a presentation on the 2025 Healthier Texas Community Challenge.

Abel Molina, Special Events Director, announced the City of Pharr has won the 2025 Healthier Texas Community Challenge for five consecutive years. He stated the City placed first place in the medium-sized category and introduced Healthier Texas Community representative, Ricardo Parra.

Ricardo Parra, Healthier Texas Community Representative, reported the City of Pharr earned 1.8 million points, logged over one thousand (1,000) miles and spent sixty-eight thousand (68,000) minutes being physically active. He stated these numbers were more than just data and represented a community that showed up for one another and

prioritized health. Lastly, Mr. Parra announced the City of Pharr won the 2025 Healthier Texas Community Challenge and presented the City with a trophy.

B) CITY EVENTS OF INTEREST

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

Yuri Gonzalez, Chief Communications Officer, presented video recaps of Easter Eggstavaganza, Easter Scavenger Hunt, Pharr ECO Youth Alliance, and VIVA Fresh Expo events.

Yuri Gonzalez, Chief Communications Officer, reported the Community Development Block Grant 51st Birthday Celebration would take place at The Hub at Downtown Park from 5:30 p.m. to 7:30 p.m. on Thursday, April 24, 2025. She further extended an invite to the community to attend.

Yuri Gonzalez, Chief Communications Officer, reported the Trash-Off Event would take place on Saturday, May 3, 2025 at 9:00 a.m. She reported the meeting point would be at Pharr City Hall and this would include a two (2) mile stretch from Business 83 to Moore Road. She further stated volunteers were needed and anyone interested to call our offices.

Yuri Gonzalez, Chief Communications Officer, also reported the Parks & Recreation Department would be hosting Movies at the Park on Saturday, May 3, 2025, showcasing "The Garfield Movie" and invited the community to come out and enjoy this family event.

Yuri Gonzalez, Chief Communications Officer, further reported the Night Under the Stars Mother's Day event would take place on Friday, May 9, 2025, at Pharr Development and Research Center starting at 7:00 p.m. She further stated this was a free ticketed event and ticket distribution would start on Monday, April 28, 2025, at Special Events Department. She invited everyone to bring their moms to this memorable event.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported Our Pharr, Our Future Open House event would take place on Tuesday, May 13, 2025 at Jose "Pepe" Salinas Recreation Center located at 1011 W. Kelly Ave from 5:00 p.m. to 7:00 p.m. She invited the community to attend and take part in a survey for community future needs in the areas of transportation, sidewalks and quality of life. She further stated this was a free event with fun activities and raffles and encouraged the public to attend.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR APRIL 7, 2025 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-09 RELATING TO RENTAL OF CITY FACILITIES. (3RD AND FINAL READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PARKS)
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF EDINBURG FOR LANDFILL SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)
- D) CONSIDERATION AND ACTION, IF ANY, RATIFYING RIGHT-OF-ENTRY FOR SURVEY AND SITE ASSESSMENT ON TRACT NO. RGV-WSL-1032 BETWEEN CITY OF PHARR AND UNITED STATES OF AMERICA FOR BORDER INFRASTRUCTURE PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ADMINISTRATION)
- E) CONSIDERATION AND ACTION, IF ANY, RATIFYING EMERGENCY SEWER MAIN TRUNK LINE REPAIRS PERFORMED BY SAENZ BROTHERS CONSTRUCTION IN THE AMOUNT OF \$170,000.00, LOCATED AT FLAG ST. AND BELL AVE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)
- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE CONTRACT FOR ENTERTAINMENT SERVICES FOR AVOCADO FESTIVAL WITH AAE HOLDINGS INC DBA ALL AMERICAN ENTERTAINMENT FROM DURHAM, NC. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)
- G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)
- H) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:
1. O & C BAR B QUE, LLC, D/B/A BAR B CUTIE SMOKEHOUSE, 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, PHARR COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1933 WEST INTERSTATE 2. CUP#160633 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
 2. TOPGOLF USA PHARR, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.48 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT

1, TOP GOLF PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1901 WEST INTERSTATE HIGHWAY
2. CUP#170846 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

3. SR. CRUDA CEVICHE AND MICHELADAS, LLC., 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 0.035 ACRES, MORE OR LESS, OUT OF LOT 1, TROPIC STAR COMMERCIAL PLAZA, PHASE I SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1501 SOUTH CAGE BOULEVARD, SUITE A. CUP#211065 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
4. MARISCOS EL MUELLE, LLC, D/B/A MUELLE 37, 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 0.28 ACRES, MORE OR LESS, OUT OF LOT A, H E B FUTURAMA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1300 EAST BUSINESS HIGHWAY 83, SUITE 6. CUP#201258 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
5. REGENCY HALL, 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 LOTS 10 AND 11, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 207 EAST FERGUSON AVENUE. CUP#161155 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

I) PLATS:

1. RIO DELTA ENGINEERING, REPRESENTING THOMAS F. PHILLIPS, OWNER REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED JACKSON PLACE COMMERCIAL SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.99 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 6, BLOCK 5, A. J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 2700 BLOCK OF NORTH JACKSON ROAD. SUB#240206 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

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

Comm. Medina moved to approve as recommended. Comm. Caballero seconded the motion and when put to a vote, it carried by majority vote of four (4) ayes and one (1) abstention. Comm. Pacheco abstained from voting on Item 6.I.1.

Ordinance No. O-2025-15 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING SEVEN (7) BOARD MEMBERS TO THE COMMUNITY**

DEVELOPMENT COUNCIL BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY.

Jonathan Flores, City Manager, introduced the item. He recommended the reappointment of Sabrina Garcia, Victor Alvarez, Olga Cardoza, Norma Trevino, Marco Gonzalez and Lucio Gaytan as members of the Community Development Council.

Comm. Medina **moved** to reappoint Sabrina Garcia, Victor Alvarez, Olga Cardoza, Norma Trevino, Marco Gonzalez and Lucio Gaytan as members of the Community Development Council. Comm. Flores seconded the motion and when put to a vote, it carried unanimously

Resolution No. R-2025-18 is filed with the City Clerk's Office.

ITEM 8. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT FOR PUBLIC SAFETY VIDEO SURVEILLANCE WITH RELATED EQUIPMENT, SOFTWARE AND ACCESSORIES WITH AXON ENTERPRISES, INC. FROM SCOTTSDALE, AZ. IN THE AMOUNT OF \$69,200.30 THROUGH BUYBOARD COOPERATIVE PURCHASING PROGRAM NO. 743-24. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)**

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.

- B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$50,929.65, AND TO ACCEPT THE PROJECT AS COMPLETE AND AUTHORIZATION TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE II PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

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.

- C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$568,367.48, AND TO ACCEPT THE PROJECT AS COMPLETE AND AUTHORIZATION TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE III PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$608,453.02, AND TO ACCEPT THE PROJECT AS COMPLETE AND AUTHORIZATION TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE IV PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$324,633.64, AND TO ACCEPT THE PROJECT AS COMPLETE AND AUTHORIZATION TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE V PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- F) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$132,879.28, AND TO ACCEPT THE PROJECT AS COMPLETE AND AUTHORIZATION TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE 5-A PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- G) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$294,456.54, AND TO ACCEPT THE PROJECT AS COMPLETE AND AUTHORIZATION TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE VI PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. CLOSED SESSION

None

ITEM 10. RECONVENE

None

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:38 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 21st DAY OF APRIL 2025 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, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Edwin Manrique, Project Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Las Milpas Road between Jackson Road and Cage Boulevard (CSJ: 0921-02-434).
This item supports IF - Infrastructure.

Classification: Consent

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

Issue: The proposed Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) is for improvements to Las Milpas Road between Jackson Road and Cage Boulevard. The AFA requires the City to pay a total estimated amount of \$229,050.00 to TxDOT for review and oversight services. In addition, the City is responsible for 100% of cost overruns.

Fiscal Consideration:

Initial Payment Due at AFA Approval: \$63,000.00

Payment Due Before Construction: \$166,050.00

Total: \$229,050.00

Staff Recommendation: Staff recommends approval

Alternatives: No alternative. Since federal funds are involved, it is mandatory that TxDOT have oversight of the project.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Edwin Manrique

Maria Rangel

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/1/2025

Approved - 5/2/2025

Approved - 5/2/2025

Approved - 5/2/2025

Final Approval - 5/2/2025

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0921-02-434 RCSJ 0921-02-541			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	32600		
Project Name	Las Milpas Road			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program
Metropolitan Mobility & Rehabilitation Project
Off-System

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

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widen road – Add Lanes**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

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specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of reconstructing West Las Mipas road from a two-lane to a four-lane road from Jackson Rd to Cage Blvd as shown on attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

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- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

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- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

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engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

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be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local

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Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

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administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

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covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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- whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
 - H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

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- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

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Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification. If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be

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obtained by visiting the SAM website whose address is:

<https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

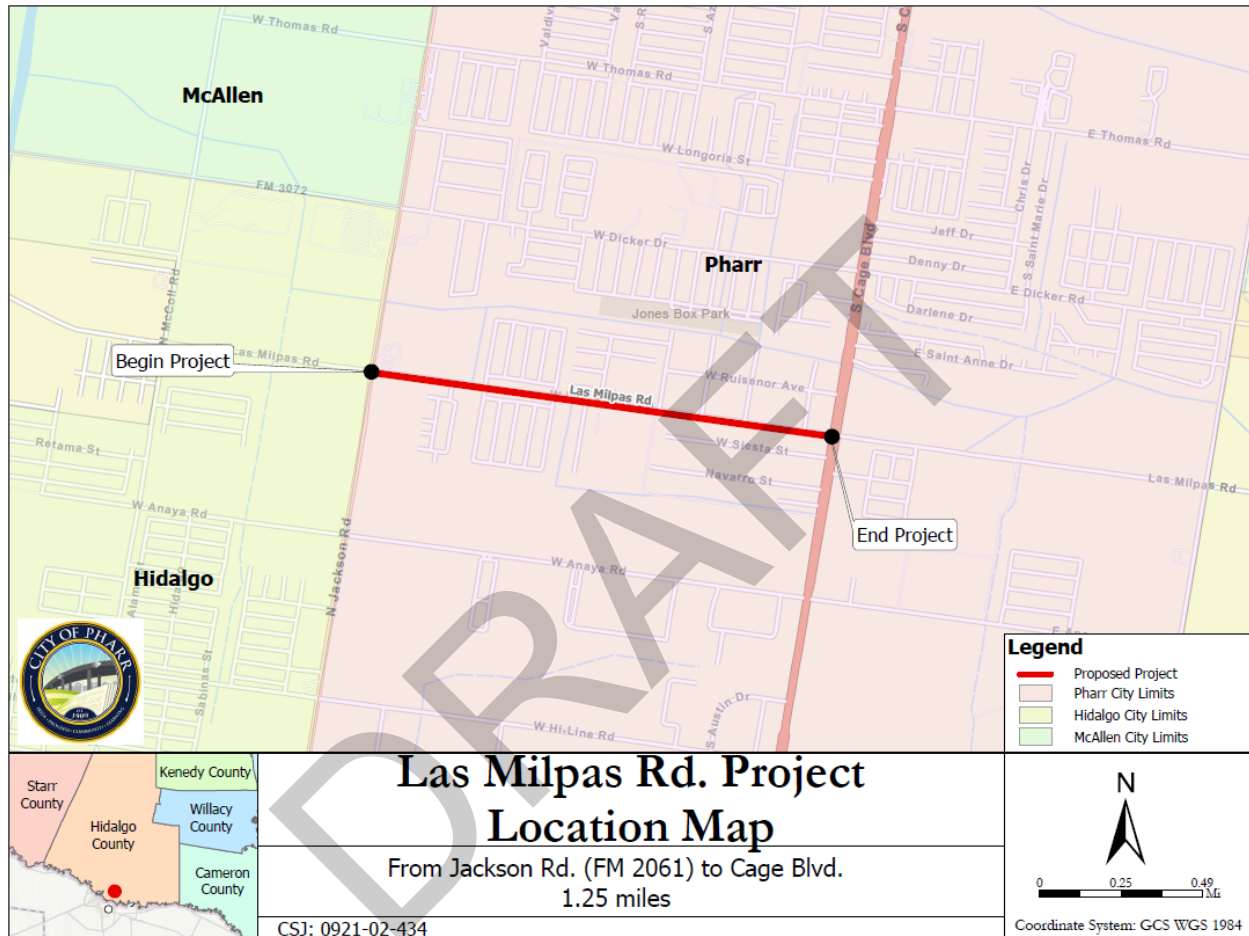
Date

Date

DRAFT

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Right of Way Costs are allocated based on 80% Federal funding and 20% Local funding. Construction and Construction Engineering cost are allocated based on 80% federal, 17.8% state, and 2.2% local. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of preliminary engineering (PE), Environmental documents, Utilities, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by Local Government)	\$186,606	0%	\$0	0%	0%	\$0	100%	100%	\$186,606
Environmental (by Local Government)	\$80,060	0%	\$0	0%	0%	\$0	100%	100%	\$80,060
ROW (by Local Government)	\$792,000	80%	\$633,600	0%	0%	\$0	20%	20%	\$158,400
Construction (by Local Government) Cat 7	\$5,625,000	80%	\$4,500,000	0%	17.8%	\$1,001,250	20%	2.2%	\$123,750
Construction (by Local Government)	\$675,000	0%	\$0	0%	0%	\$0	100%	100%	\$675,000
Construction Engineering (by Local Government) Cat 7	\$618,750	80%	\$495,000	0%	17.8%	\$110,137	20%	2.2%	\$13,613
Subtotal	\$7,977,416		\$5,628,600			\$1,111,387			\$1,237,429
Engineer. Direct State Costs	\$38,400	0%	\$0	0%	0%	\$0	100%	100%	\$38,400
Environm. Direct State Costs	\$4,800	0%	\$0	0%	0%	\$0	100%	100%	\$4,800
Right of Way Direct State Costs	\$2,400	0%	\$0	0%	0%	\$0	100%	100%	\$2,400
Utility Direct State Costs	\$2,400	0%	\$0	0%	0%	\$0	100%	100%	\$2,400
ROW Direct State Costs (Division review and oversight)	\$15,000	0%	\$0	0%	0%	\$0	100%	100%	\$15,000
Construction Direct State Costs	\$166,050	0%	\$0	0%	0%	\$0	100%	100%	\$166,050
Indirect State Costs (5.29%)	\$422,205	0%	\$0	100%	100%	\$422,205	0%	0%	\$0
Subtotal	\$651,055		\$0			\$422,205			\$229,050
TOTAL	\$8,628,471		\$5,628,600			\$1,533,392			\$1,466,479

Initial payment by the Local Government to the State: \$63,000
Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids: \$166,050
Estimated total payment by the Local Government to the State: \$229,050
This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: May 2, 2025

MEETING DATE: May 5, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 5/2/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.1.

DATE SUBMITTED: April 29, 2025

MEETING DATE: May 5, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. CUP#150325 **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). This request constitutes the 9th renewal for Muelle 37.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/29/2025
Approved - 5/1/2025
Final Approval - 5/1/2025



MEMORANDUM

DATE: MONDAY, MAY 05, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150325 (MUELLE 37)

GENERAL INFORMATION:

APPLICANT: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1000 North Cage Boulevard, Suite A.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North, South, East and West. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 05, 2025

Conditional Use Permit **Renewal** for ABC –

Muelle 37

Background:

Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 9th renewal for Muelle 37.

The property is located at 1000 North Cage Boulevard, Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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





Pharr
Development Services



Site Photo

1000 North Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.2.

DATE SUBMITTED: April 30, 2025

MEETING DATE: May 5, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

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

Classification: Consent

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

Issue: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 18th renewal for Peter Piper Pizza #63.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/30/2025
Approved - 5/1/2025
Final Approval - 5/1/2025



MEMORANDUM

DATE: MONDAY, MAY 05, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

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

GENERAL INFORMATION:

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

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

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

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 05, 2025

Conditional Use Permit **Renewal** for ABC –

Pizza Properties, Inc.

Background:

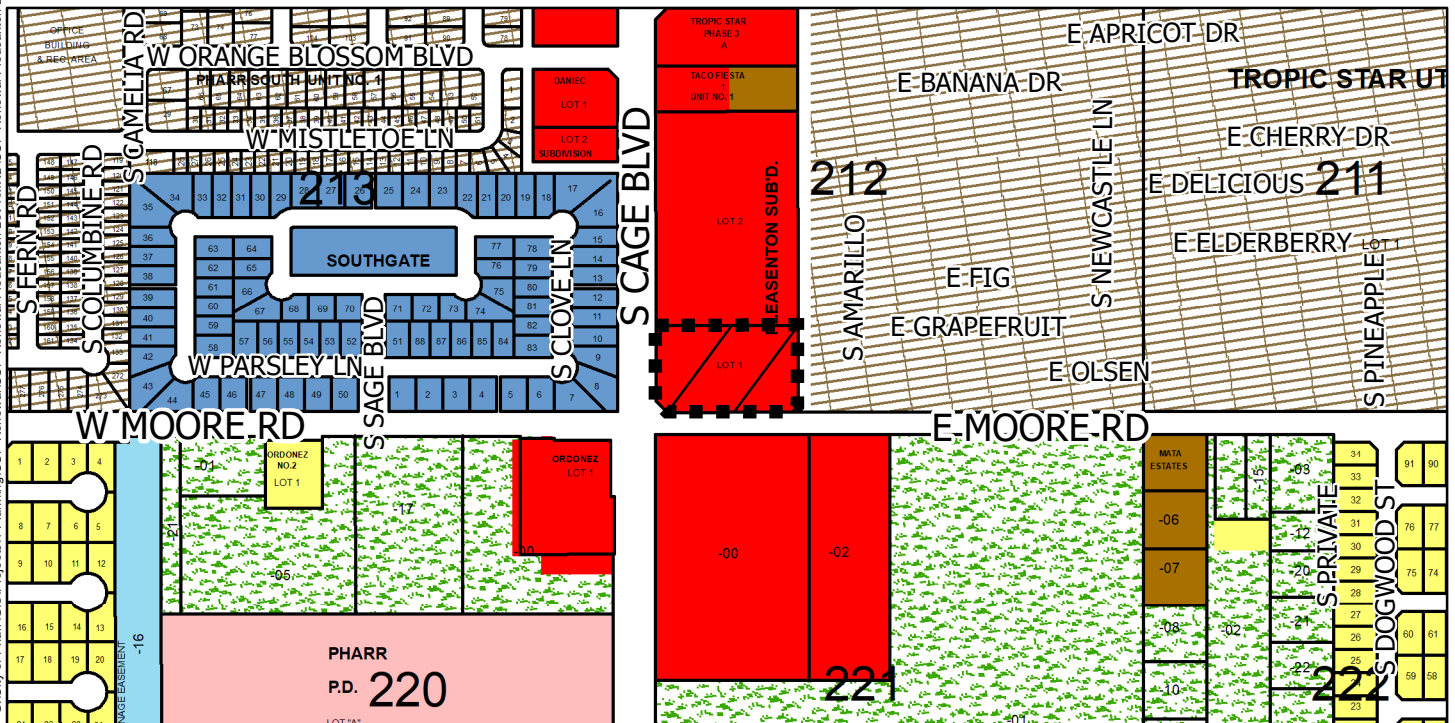
Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 18th renewal for Peter Piper Pizza #63.

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

Recommendations:

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

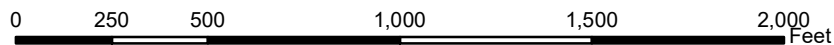
Conditional Use Permit Renewal
 Pleasanton Lot 1
 Peter Piper Pizza #63
 James Robinson



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

City of Pharr, Texas
 Engineering Department
 956.402.4221

Scale: 1 inch = 500 feet



Date: 4/9/2025



Pharr
Development Services



Site Photo

1715 S Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.3.

DATE SUBMITTED: April 30, 2025

MEETING DATE: May 5, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Diana L. Bojorquez De Robles, D/B/A The Forum by Regency, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.08 acres, more or less, out of Lots 12 and 13, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 213 East Ferguson Avenue, Suite D. CUP#240203 **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Diana L. Bojorquez De Robles, D/B/A The Forum by Regency, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). This request constitutes the 1st renewal for The Forum by Regency.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/30/2025
Approved - 5/1/2025
Final Approval - 5/1/2025



MEMORANDUM

DATE: MONDAY, MAY 05, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#240203 (THE FORUM BY REGENCY)
--

GENERAL INFORMATION:

APPLICANT: Diana L. Bojorquez De Robles, D/B/A The Forum by Regency, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being 0.08 acres, more or less, out of Lots 12 and 13, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 213 East Ferguson Avenue, Suite D.

ZONING: The property and properties to the east and west are currently zoned Heavy Commercial District (H-C). The adjacent zoning is General Business District (C) to the south. The property to the north is zoned Single-Family Residential-Small Lot District (R-1A). The area is generally designated for commercial use in the Land Use Plan.

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

**FIRE
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit

**CODE
COMPLIANCE:**

Recommends approval of
the Conditional Use Permit.

HEALTH:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATIONS:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 05, 2025

Conditional Use Permit **Renewal** for ABC -

The Forum by Regency

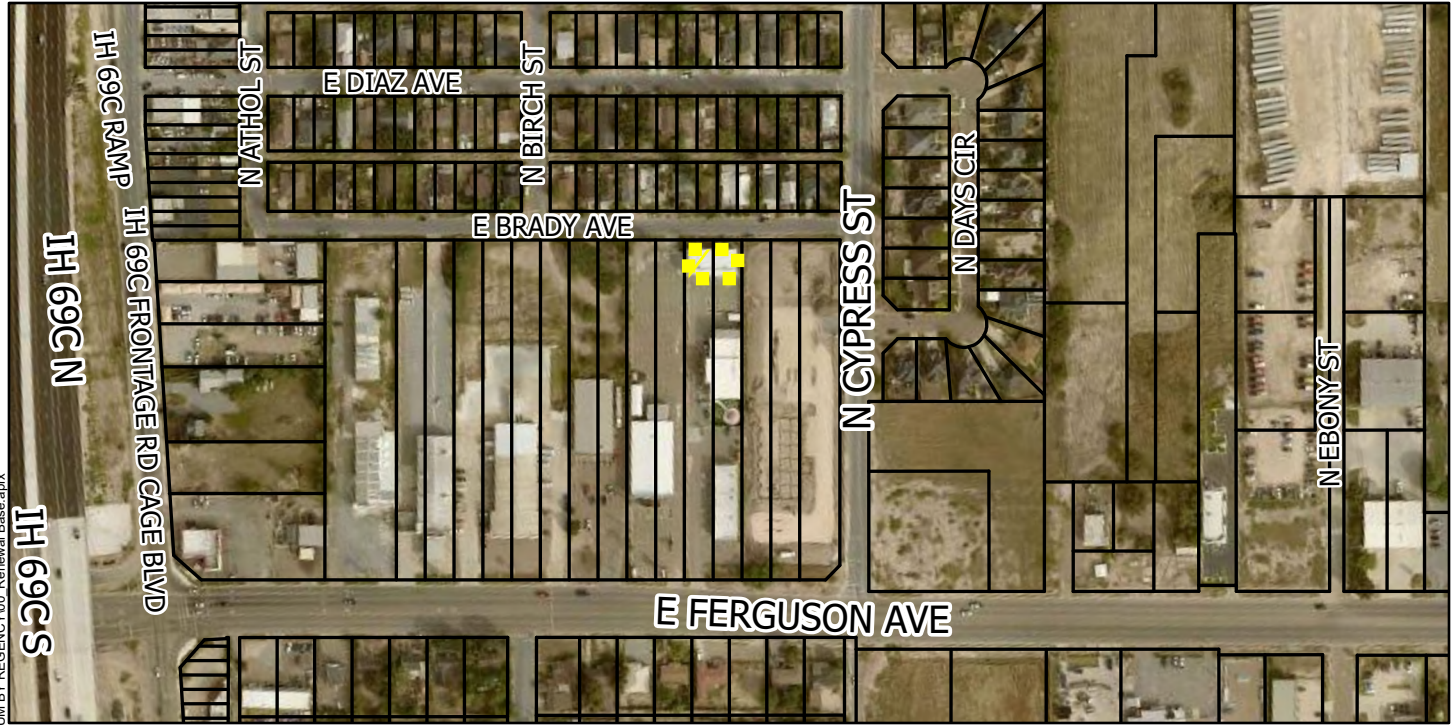
Background:

Diana L. Bojorquez De Robles, D/B/A The Forum by Regency, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for The Forum by Regency.

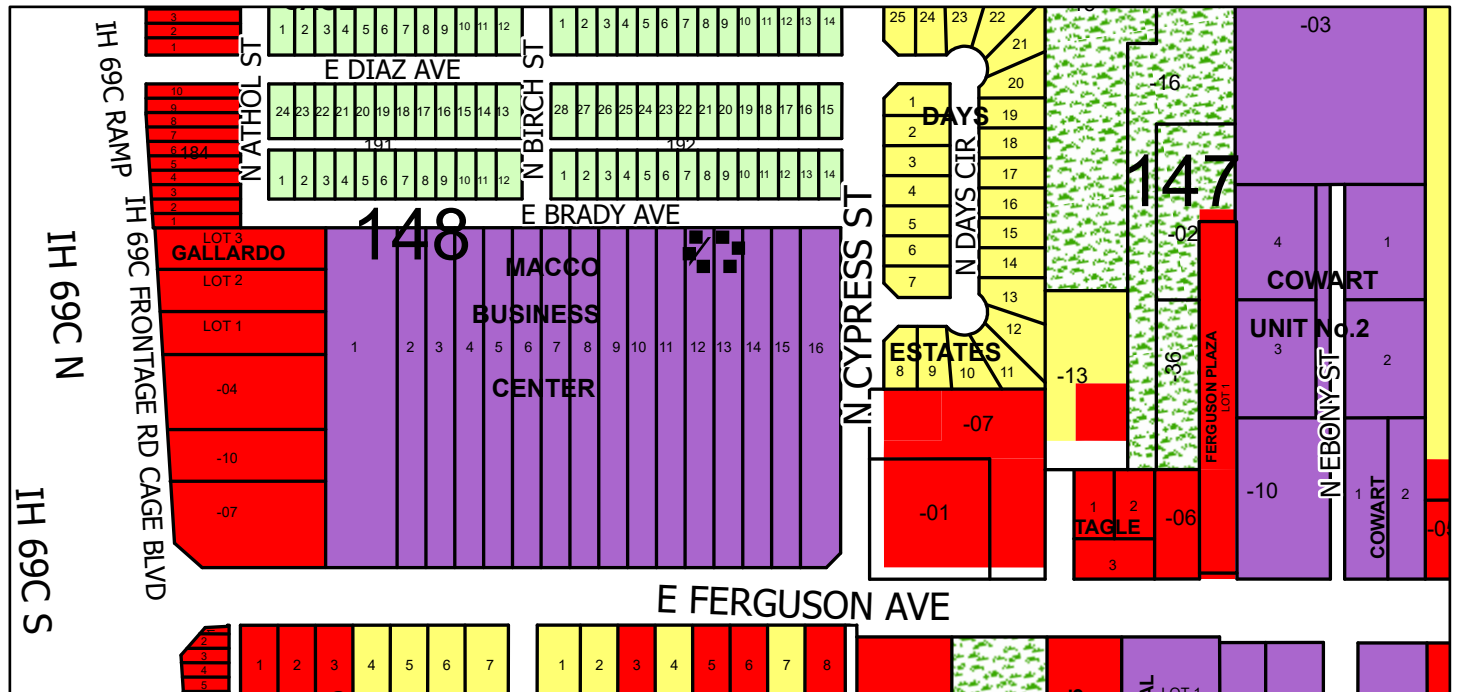
The property is located at 213 East Ferguson Avenue, Suite D. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 213 E FERGUSON AVE, SUITE #D THE FORUM BY REGENCY\00_Renewal Base.aprx



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





Pharr
Development Services



Site Photo

213 East Ferguson Avenue, Suite D





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.4.

DATE SUBMITTED: April 30, 2025

MEETING DATE: May 5, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.102 acres out of Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. CUP#071271 **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 19th renewal for Regency Fiesta.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/30/2025
Approved - 5/1/2025
Final Approval - 5/1/2025



MEMORANDUM

DATE: MONDAY, MAY 05, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#071271 (REGENCY FIESTA)
--

GENERAL INFORMATION:

APPLICANT: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.102 acres out of Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1020 West Ferguson Avenue.

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

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

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

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 05, 2025

Conditional Use Permit **Renewal** for ABC –

Regency Fiesta

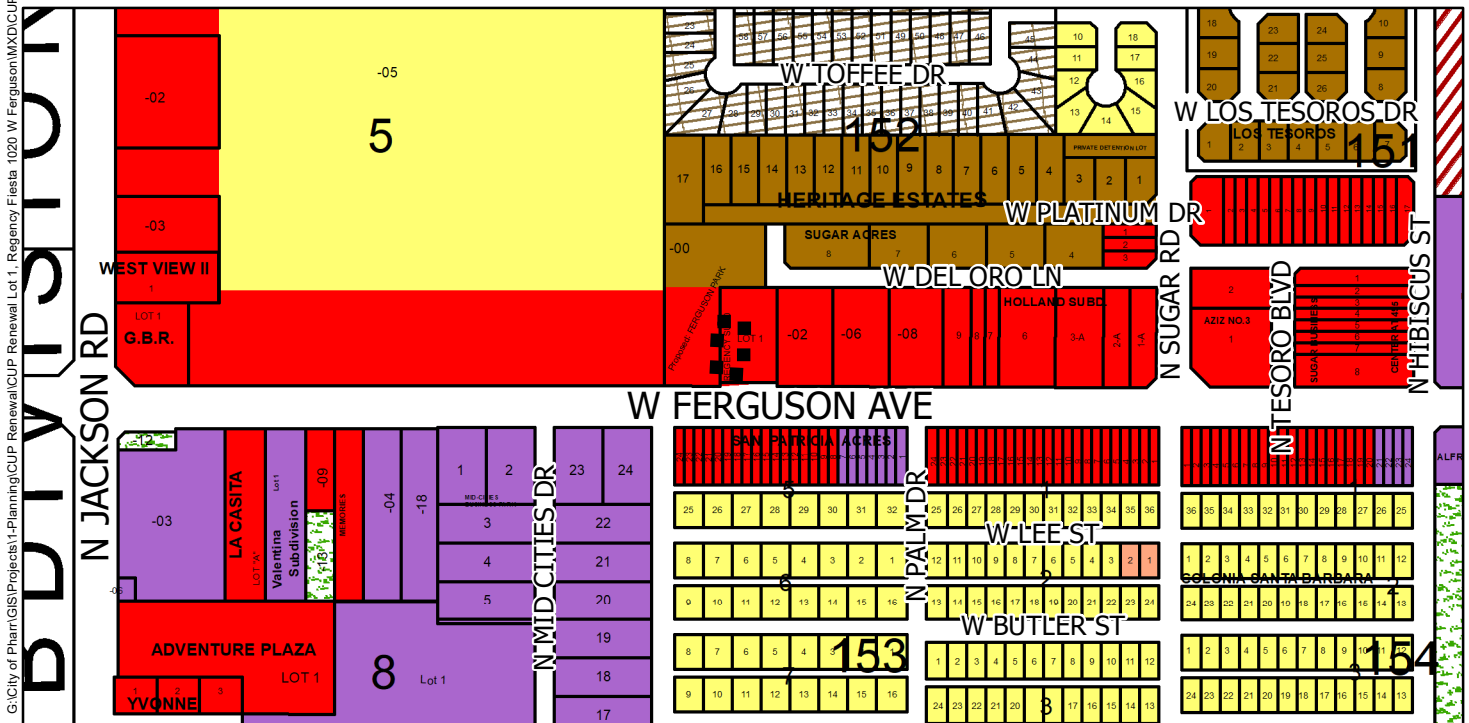
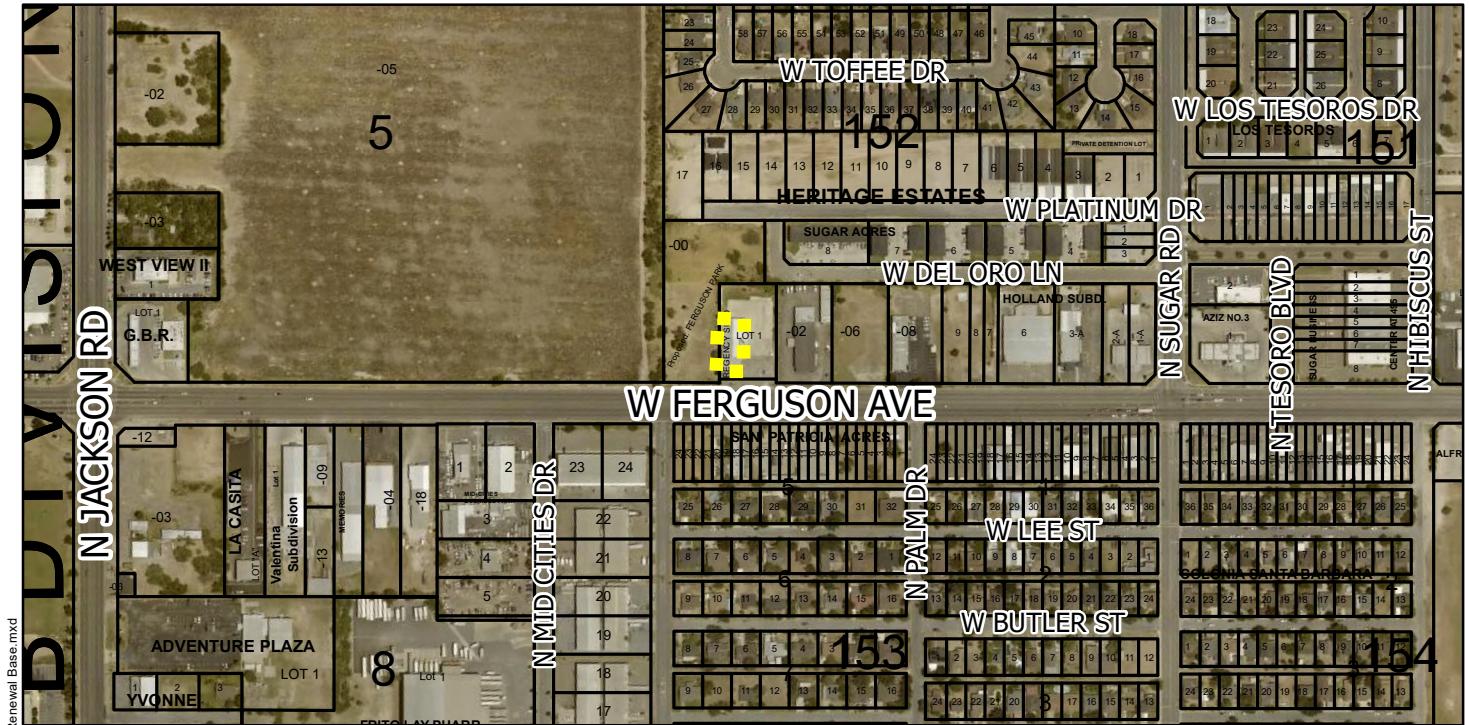
Background:

Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 19th renewal for Regency Fiesta.

The property is located at 1020 W. Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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





Pharr
Development Services



Site Photo

1020 West Ferguson Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.5.

DATE SUBMITTED: April 30, 2025

MEETING DATE: May 5, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Olly's Drive Thru, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being a 0.04 acre tract of land, more or less, out of Lots 27 and 28, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5850 South Cage Boulevard. CUP#200836 **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Olly's Drive Thru, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 5th renewal for Olly's Drive Thru.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/30/2025
Approved - 5/1/2025
Final Approval - 5/1/2025



MEMORANDUM

DATE: MONDAY, MAY 05, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#200836 (OLLY'S DRIVE THRU)

GENERAL INFORMATION:

APPLICANT: Olly's Drive Thru, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.04 acre tract of land, more or less, out of Lots 27 and 28, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5850 South Cage Boulevard.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 05, 2025

Conditional Use Permit **Renewal** for ABC -

Olly's Drive Thru

Background:

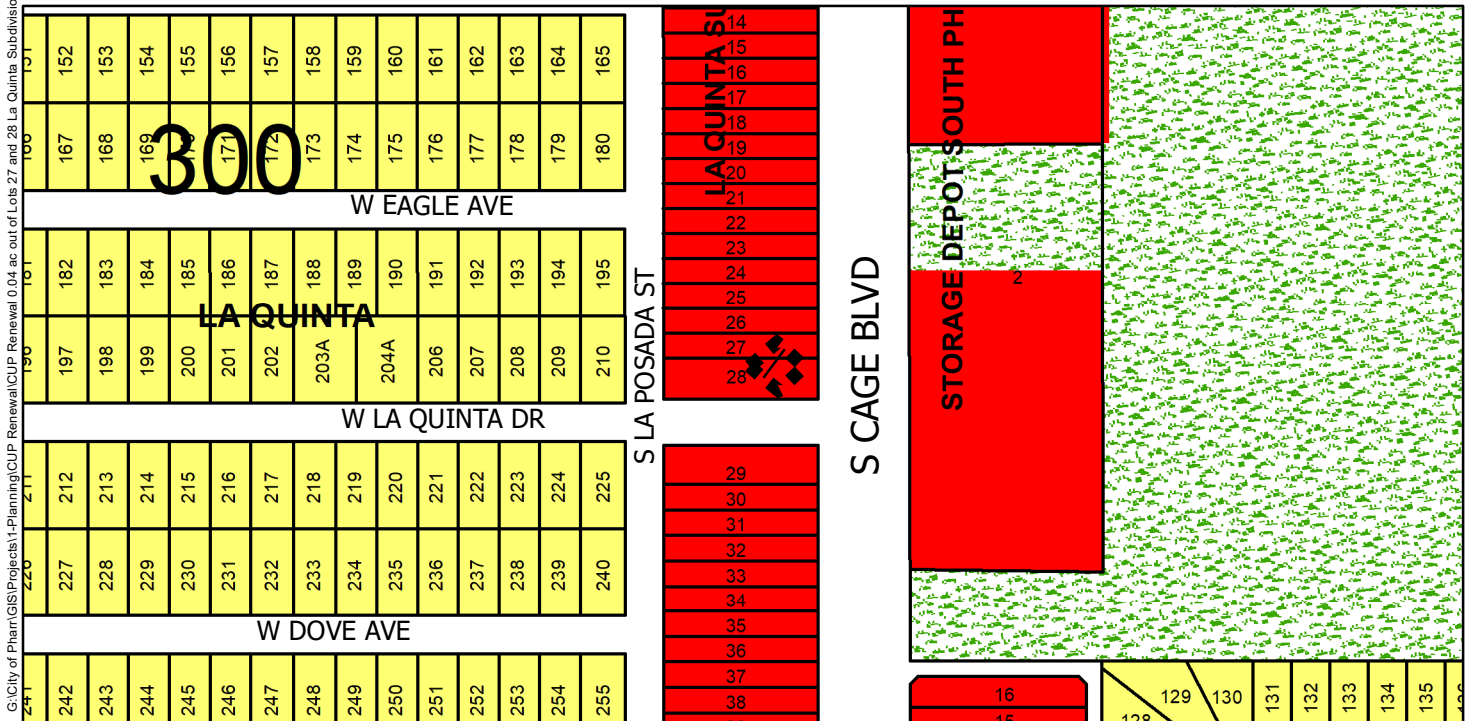
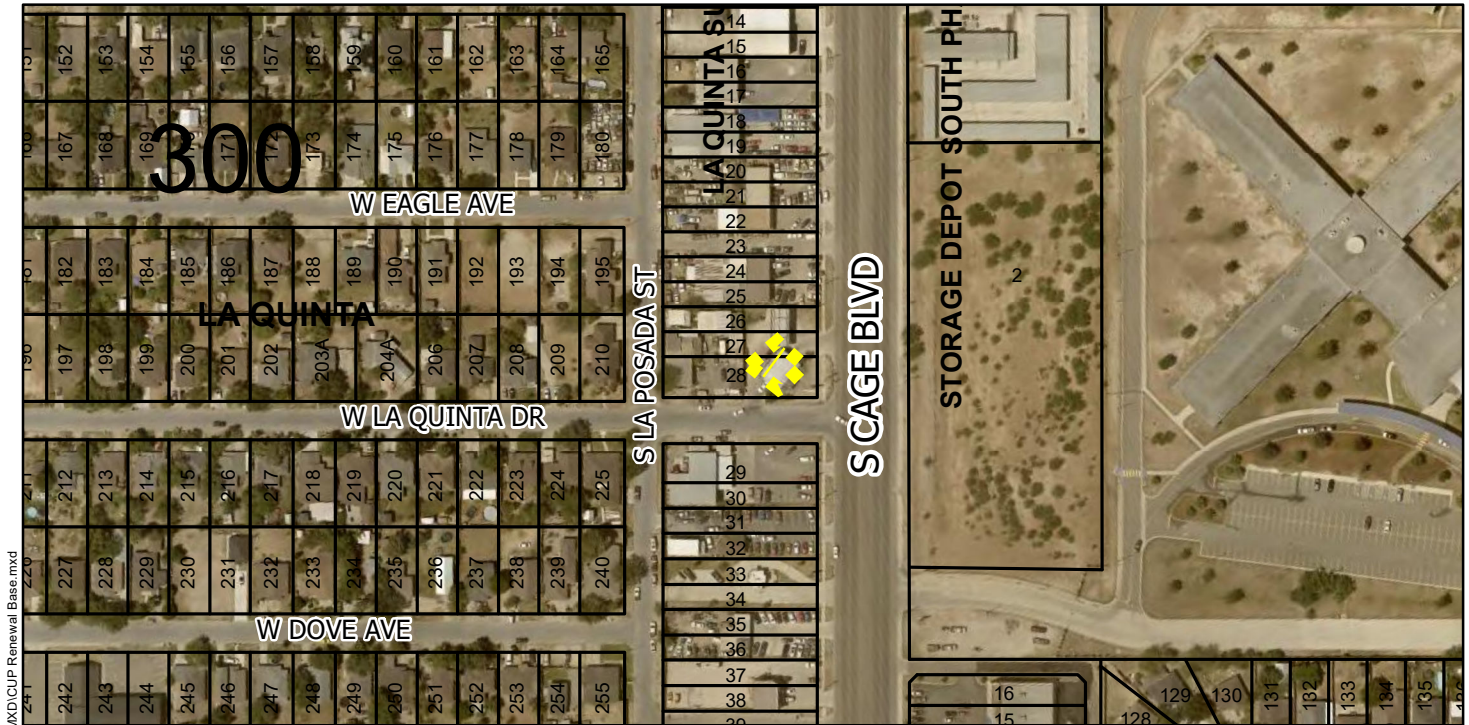
Olly's Drive Thru, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Olly's Drive Thru.

The property is located at 5850 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

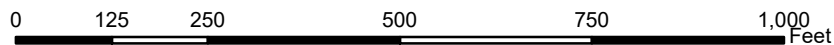
Conditional Use Permit Renewal
0.04 ac out of Lots 27 and 28, La Quinta Subdivision
Briselda C. Sehgal



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

City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 250 feet



Date: 4/9/2025



Pharr
Development Services



Site Photo

5850 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.6.

DATE SUBMITTED: April 30, 2025

MEETING DATE: May 5, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. CUP#131046 **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 10th renewal for Cinemark El Centro Mall 16.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/30/2025
Approved - 5/1/2025
Final Approval - 5/1/2025



MEMORANDUM

DATE: MONDAY, MAY 05, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#131046 (CINEMARK EL CENTRO MALL 16)
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GENERAL INFORMATION:

APPLICANT: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 600 North Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Heavy Commercial District (H-C) and General Business District (C) to the north, and General Business District (C) to the south and east. The property to the west is outside city limits. The area is generally designated for commercial use in the Land Use Plan.

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

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

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 05, 2025

Conditional Use Permit **Renewal** for ABC –

CNMK Texas Properties, LLC,
d/b/a Cinemark El Centro Mall 16

Background:

CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Cinemark El Centro Mall 16.

The property is located at 600 North Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

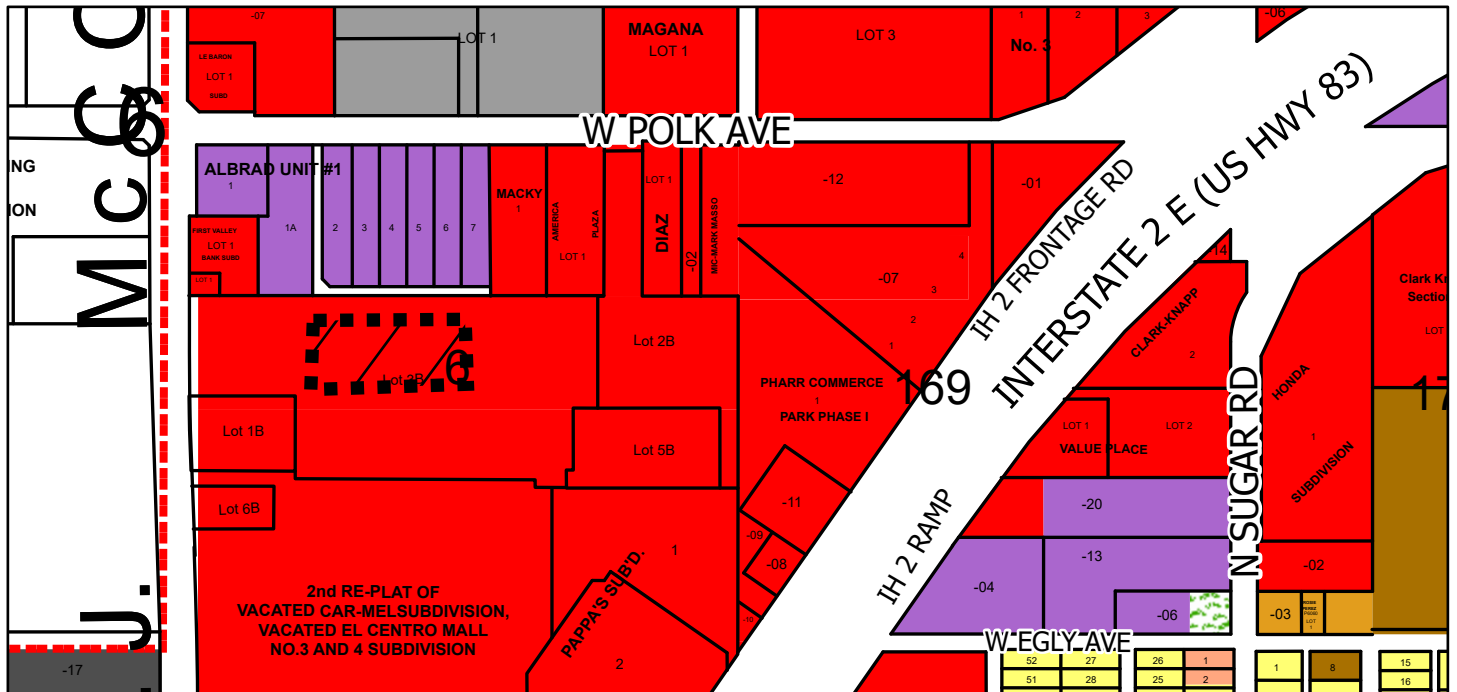
Recommendations:

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

CUP Renewal
600 N JACKSON RD
CINEMARK/TIM WARNER



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 600 N JACKSON RD CINEMARK\00_Renewal Base.aprx



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

City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1:6,000

0 250 500 1,000 1,500 2,000 Feet



Date: 4/9/2025



Pharr
Development Services



Site Photo

600 North Jackson Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-37 prescribing new rates for sewer services. ***(1st Reading) This item supports SG - Sound Governance and Fiscal Sustainability.***

Classification: Regular

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

Issue: Based on the results of the recent water and waste water rate study, The City will be making adjustment to its water and sewer rates in order to cover Water and Sewer Infrastructure Improvement Projects and related debt.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick

Created/Initiated - 5/1/2025

Jamison Merrick

Approved - 5/1/2025

Ricardo Rodriguez

Approved - 5/1/2025

Jamison Merrick

Approved - 5/2/2025

City Management Office

Final Approval - 5/2/2025

ORDINANCE NO. 0-2025-_____

AN ORDINANCE AMENDING ORDINANCE NO. 0-2019-37, 0-2015-39, 0-2007-56, 0-2005-43, 0- 2004-57, AND 0-99-45, PROVIDING THEREIN FOR THE REVISION OF RATES CHARGED FOR SEWER SYSTEM SERVICES; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. For each defined Customer Class, monthly sewer rates and charges shall be based on metered water consumption or flat rates where no metered water consumption is available as described in the following tables scheduled for annual adjustments beginning on June 1st, 2025, and every year thereafter beginning on June 1st, 2026 through June 1st, 2028.

CITY OF PHARR, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective:				
		06/01/25	06/01/26	06/01/27	06/01/28	06/01/29
Residential ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$17.17	\$18.91	\$19.86	\$20.81	\$21.76	\$22.71
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.16	\$1.23	\$1.29	\$1.36	\$1.45	\$1.54

CITY OF PHARR, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective:				
		06/01/25	06/01/26	06/01/27	06/01/28	06/01/29
Senior Citizen ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes - RS	\$7.45	\$9.03	\$9.88	\$10.74	\$11.59	\$12.45
<u>Consumption Charge - K Gal</u>						
1 Greater	\$0.72	\$0.77	\$0.80	\$0.85	\$0.90	\$0.95

CITY OF PHARR, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective:				
		06/01/25	06/01/26	06/01/27	06/01/28	06/01/29
Commercial ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes - C	\$27.10	\$40.39	\$40.86	\$41.34	\$41.81	\$42.29
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.53	\$2.22	\$2.36	\$2.51	\$2.66	\$2.83

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 4: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of June, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-07 prescribing new rates for water services *(1st Reading)*. This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: Based on the results of the recent water and waste water rate study, The City will be making adjustment to its water and sewer rates in order to cover Water and Sewer Infrastructure Improvement Projects and related debt.

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick

Created/Initiated - 5/1/2025

Jamison Merrick

Approved - 5/1/2025

Ricardo Rodriguez

Approved - 5/1/2025

Jamison Merrick

Approved - 5/2/2025

City Management Office

Final Approval - 5/2/2025

ORDINANCE NO. 0-2025-__

AN ORDINANCE AMENDING ORDINANCE 0-2020-07, 0-2019-38, 0-2015-40, 0-2010-56, 0-2007-55, 0-2004-56, 0-99-44, 0-93-27, O-91-38, O-83-38, 0-87-33, SECTION ONE, PRESCRIBING RATES TO BE CHARGED FOR SERVICES FURNISHED BY THE WATERWORKS SYSTEM OWNED AND OPERATED BY SAID CITY, REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN CONFLICT; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: For each defined Customer Class, monthly water rates and charges shall be based on the meter size and metered water consumption as described in the following tables scheduled for annual adjustments beginning on November 1, 2024, and every year thereafter beginning on October 1st 2025 through October 1st 2028.

Meter Sized Based Minimum Monthly Water Charges and Volumetric Rates for Monthly Metered Consumption.

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Residential ICL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4" - R		\$18.89	\$19.71	\$20.53	\$21.34	\$22.16	\$22.98
1"		\$18.89	\$21.36	\$23.82	\$26.29	\$28.75	\$31.22
1 1/2" - R2		\$18.89	\$23.92	\$28.95	\$33.97	\$39.00	\$44.03
2" - R5		\$30.68	\$34.77	\$38.87	\$42.96	\$47.06	\$51.15
3" - R3		\$42.48	\$45.20	\$47.92	\$50.65	\$53.37	\$56.09
4" - R4		\$64.90	\$66.91	\$68.92	\$70.92	\$72.93	\$74.94
6"		\$106.20	\$116.28	\$126.36	\$136.45	\$146.53	\$156.61
<u>Consumption Charge - K Gal</u>							
1	2,000	\$1.73	\$1.86	\$2.00	\$2.15	\$2.31	\$2.48
2,001	3,000	\$1.73	\$1.86	\$2.00	\$2.15	\$2.31	\$2.48
3,001	5,000	\$1.90	\$2.04	\$2.20	\$2.36	\$2.54	\$2.73
5,001	6,000	\$1.90	\$2.04	\$2.20	\$2.36	\$2.54	\$2.73
6,001	8,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
8,001	10,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
10,001	15,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
15,001	18,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
18,001	20,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
20,001	Greater	\$2.60	\$2.80	\$3.00	\$3.23	\$3.47	\$3.73

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Residential OCL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4" - OCL		\$18.89	\$20.63	\$22.36	\$24.10	\$25.84	\$27.58
1"		\$18.89	\$22.60	\$26.32	\$30.03	\$33.75	\$37.46
1 1/2"		\$18.89	\$25.68	\$32.47	\$39.26	\$46.05	\$52.84
2"		\$30.68	\$36.82	\$42.96	\$49.10	\$55.24	\$61.38
3"		\$42.48	\$47.45	\$52.41	\$57.38	\$62.34	\$67.31
4"		\$64.90	\$69.91	\$74.91	\$79.92	\$84.92	\$89.93
6"		\$106.20	\$122.55	\$138.89	\$155.24	\$171.59	\$187.93
<u>Consumption Charge - K Gal</u>							
1	2,000	\$2.60	\$2.66	\$2.74	\$2.83	\$2.91	\$2.98
2,001	3,000	\$2.60	\$2.66	\$2.74	\$2.83	\$2.91	\$2.98
3,001	5,000	\$2.85	\$2.92	\$3.01	\$3.10	\$3.19	\$3.27
5,001	6,000	\$2.85	\$2.92	\$3.01	\$3.10	\$3.19	\$3.27
6,001	8,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
8,001	10,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
10,001	15,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
15,001	18,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
18,001	20,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
20,001	Greater	\$3.90	\$4.00	\$4.12	\$4.25	\$4.37	\$4.48

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Senior Citizen ICL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4" - RS		\$7.45	\$8.15	\$8.85	\$9.55	\$10.25	\$10.95
<u>Consumption Charge - K Gal</u>							
1	2,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
2,001	3,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
3,001	5,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
5,001	6,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
6,001	8,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
8,001	10,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
10,001	15,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
15,001	18,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
18,001	20,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
20,001	Greater	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Senior Citizen OCL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4"		\$7.45	\$8.59	\$9.73	\$10.86	\$12.00	\$13.14
<u>Consumption Charge - K Gal</u>							
1	2,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
2,001	3,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
3,001	5,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
5,001	6,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
6,001	8,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
8,001	10,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
10,001	15,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
15,001	18,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
18,001	20,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
20,001	Greater	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Commercial ICL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4"		\$26.55	\$28.77	\$31.00	\$33.22	\$35.45	\$37.67
1" CW1		\$26.55	\$30.23	\$33.91	\$37.60	\$41.28	\$44.96
1 1/2" CW		\$26.55	\$31.86	\$37.16	\$42.47	\$47.77	\$53.08
2" CW2		\$30.68	\$41.80	\$52.92	\$64.03	\$75.15	\$86.27
3" CW3		\$42.48	\$58.66	\$74.83	\$91.01	\$107.18	\$123.36
4" CW4		\$64.90	\$96.18	\$127.46	\$158.74	\$190.02	\$221.30
6" CW6		\$106.20	\$164.31	\$222.43	\$280.54	\$338.66	\$396.77
8"		\$106.20	\$210.73	\$315.26	\$419.79	\$524.32	\$628.85
<u>Consumption Charge - K Gal</u>							
1	2,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
2,001	3,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
3,001	5,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
5,001	6,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
6,001	8,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
8,001	10,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
10,001	15,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
15,001	18,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
18,001	20,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
20,001	Greater	\$1.85	\$1.99	\$2.14	\$2.30	\$2.47	\$2.66

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Commercial OCL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4"		\$26.55	\$30.28	\$34.01	\$37.74	\$41.47	\$45.20
1"		\$26.55	\$32.03	\$37.51	\$42.99	\$48.47	\$53.95
1 1/2"		\$26.55	\$33.98	\$41.41	\$48.84	\$56.27	\$63.70
2"		\$30.68	\$45.25	\$59.82	\$74.39	\$88.96	\$103.52
3"		\$42.48	\$63.59	\$84.70	\$105.81	\$126.92	\$148.03
4"		\$64.90	\$105.03	\$145.16	\$185.30	\$225.43	\$265.56
6"		\$106.20	\$180.18	\$254.17	\$328.15	\$402.14	\$476.12
8"		\$106.20	\$235.88	\$365.57	\$495.25	\$624.94	\$754.62
<u>Consumption Charge - K Gal</u>							
1	2,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
2,001	3,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
3,001	5,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
5,001	6,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
6,001	8,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
8,001	10,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
10,001	15,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
15,001	18,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
18,001	20,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
20,001	Greater	\$2.65	\$2.84	\$2.93	\$3.02	\$3.11	\$3.19

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
City of Hidalgo							
<u>Min. Charge - 0 Gallons</u>							
CW3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Consumption Charge - K Gal</u>							
1	Greater	\$1.00	\$1.08	\$1.16	\$1.24	\$1.34	\$1.44

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 4: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the
2nd day of June, 2025.**

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 5, 2025

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Resolution declaring equipment as surplus for sale; any items not sold through negotiation will be offered at auction. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: The City has identified various pieces of equipment that are no longer in use, or obsolete. These items must be declared surplus to allow for their disposal through sale or public auction.

Fiscal Consideration: Items sold will allow for funds to be restored to the general fund account.

Staff Recommendation: Staff recommends approval of the resolution declaring the listed equipment as surplus. Items will be offered for sale, and any equipment not sold through negotiation will be made available at auction.

Alternatives: The alternative is not to declare them surplus and keep them.

Exclude Material from Public Packet? No

Reason: Items are not excluded.

ROUTING:

Daniel Ramirez
Mayra Gomez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 5/1/2025
Approved - 5/1/2025
Approved - 5/1/2025
Approved - 5/1/2025
Final Approval - 5/2/2025

RESOLUTION NO. R-2025

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

WHEREAS, the City of Pharr, Texas owns the equipment described on Exhibit "A" attached hereto and incorporated herein, and the Board of Commissioners being of the opinion that such equipment 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 find that the surplus equipment described on Exhibit "A" and attached hereto and incorporated herein for all purposes have no market value and City manager will negotiate the sale such surplus, any items not sold or if negotiations fail, the will be sold at auction.

SECTION 2: The City Manager is authorized and directed to auction the surplus equipment as attached in Exhibit "A".

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the 5th day of May, 2025.

Exhibit "A"

	Fund	Category	Item Description	Serial
1	GF	ME	Stryker Stretcher	140839012
2	GF	ME	Stryker Stretcher	180141621
3	GF	ME	Stryker Stretcher	111040280
4	GF	ME	Stryker Stretcher	111040282
5	GF	ME	Stryker Stretcher	111041181
6	GF	ME	Stryker Stretcher	180141622
7	GF	ME	Stryker Stretcher	111041182
8	GF	ME	Stryker Stretcher	110941003
9	GF	ME	Stryker Stretcher	180141624
10	GF	ME	Lifepack 15	48143594
11	GF	ME	Lifepack 15	48143518
12	GF	ME	Lifepack 15	39220685
13	GF	ME	Lifepack 15	39220668
14	GF	ME	Lifepack 15	48143632
15	GF	ME	Lifepack 15	48143713
16	GF	ME	Lifepack 15	48142638
17	GF	ME	Lifepack 15	46573777
18	GF	ME	Lifepack 15	4063953
19	GF	ME	Lifepack 15	46593209
20	GF	ME	Lifepack 15	39220675
21	GF	ME	Lifepack 15	46601361
22	GF	ME	Lifepack 15	46590631
23	GF	ME	Lifepack 15	39221056
24	GF	ME	Lifepack 15	46590830
25	GF	ME	Lifepack 16	39611640
26	GF	ME	Lifepack 17	41283358
27	GF	ME	12 Rolling Chairs	
28	GF	ME	2 black chairs Cusion	
29	GF	ME	2 Black Chairs Plastic	
30	GF	ME	2 Black Office Chairs cushion	
31	GF	ME	2 Brown Bookshelves tall	
32	GF	ME	2 Brown Bookshelves tall with cabinet	
33	GF	ME	2 Brown Short Bookshelf	
34	GF	ME	Black short bookshelf	
35	GF	ME	Bookshelf Tall	
36	GF	ME	Brown Bookshelf Tall	
37	GF	ME	Brown Desk With Drawer	

38	GF	ME	Couch Grey	
39	GF	ME	Drawer gray	
40	GF	ME	Drawer gray	
41	GF	ME	Maroon Chair Cushion	
42	GF	ME	Office Chair Black	
43	GF	ME	Office Chair Black	
44	GF	ME	Office Chair White	
45	GF	ME	Office Chair White	
46	GF	ME	Refrigerator	
47	GF	ME	Suction	
48	GF	ME	Tan Desk with drawers	
49	GF	ME	Tan File Cabinet	
50	GF	ME	YUKON	1GKEC13V93R294187
51	GF	ME	F-150	1FTEW1C88FFA42238
52	GF	ME	SILVERADO 1500	1GCRKREA5CZ188358
53	GF	ME	F-150	1FTEW1CM2FKF18955
54	GF	ME	SILVERADO 1500	1GCNCNEH2HZ195194
55	GF	ME	SILVERADO 1500	1GCNCNEH3GZ374763
56	GF	ME	SILVERADO 1500	3GCUKNEC5GG311795



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.D.

DATE SUBMITTED: May 2, 2025

MEETING DATE: May 5, 2025

FROM: Abel Molina, Special Events
Director

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

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

Classification: Regular

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

Issue:

In planning the Avocado Festival, Veterans Day Parade, Christmas Winter Wonderland and New Year's Eve Ball Drop public events, the City of Pharr will be required to enter into agreements with the Texas Department of Transportation to temporarily close various state roadways for noted events. Staff is requesting approval of a resolution authorizing the application for the roadway closures.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of the resolution for roadway closures for public events.

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

Exclude Material from Public Packet? No

Reason: N/a

ROUTING:

Abel Molina
City Management Office

Created/Initiated - 5/2/2025
Final Approval - 5/2/2025

RESOLUTION R-2025-__

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

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

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

That the closure of US 281 (Cage Boulevard) from Clark Avenue to Kelly Avenue and Old Business 83 from Bluebonnet St to Birch St for the Avocado Festival from Wednesday, October 8, 2025, at 7:00 p.m. until Sunday, October 12, 2025, at 11:59 p.m.

That the closure of US 281 (Cage Boulevard) from Polk Avenue to Ridge Road for the Veterans Day Parade from Saturday, November 8, 2025, from 9:00 a.m. until 9:00 p.m.

That the closure of US 281 (Cage Boulevard) from Old Business 83 to Kelly Avenue for the Christmas Winter Wonderland from Thursday, December 4, 2025, at 5:00 p.m. until Saturday, December 6, 2025, at 10:00 a.m.

That the closure of US 281 (Cage Boulevard) from Old Business 83 to Kelly Avenue for the New Year's Eve Ball Drop from Tuesday, December 30, 2025, at 5:00 p.m. until Thursday, January 1, 2026, at 11:00 a.m.

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

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

PASSED AND APPROVED this ____ day of _____, 2025, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: April 28, 2025

MEETING DATE: May 5, 2025

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on the purchase of two (2) HPV High Water Rescue Trucks for the Fire Department from Acela Truck Company from Bozeman, Montana in the amount of \$758,692.00 (Sourcewell Cooperative Purchasing Program #032824-CER). **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Staff requests authorization to purchase two (2) HPV High Water Rescue Trucks for the amount of \$758,692.00 through Sourcewell Purchasing Cooperative Contract No. 032824-CER for the Fire Department.

These vehicles will be utilized by the Fire Department (FD) to effect rescues and evacuations during flooding events experienced in the City. The vehicles are designed to traverse in water depths that exceed the capabilities of apparatus in the FD's current fleet. The units can carry 24-26 personnel and up to 4 wheelchairs each, which can be loaded via a rear mounted hydraulic lift gate.

The two HPV units have a 550 day lead time for production with delivery anticipated in Fiscal Year 2026-2027 (October 2026).

Project No. 2425-01-515-P09-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to purchase both vehicles

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal
Mayra Gomez
Pilar Rodriguez
Hilda Pedraza

Created/Initiated - 4/28/2025
Approved - 4/28/2025
Approved - 4/28/2025
Approved - 5/2/2025

Ricardo Rodriguez
Jamison Merrick
City Management Office

Approved - 5/2/2025
Approved - 5/2/2025
Final Approval - 5/2/2025

West-Mark

Class 4-8 chassis

#032824-CER

Maturity Date: 7/9/2028

Sourcewell 

Awarded Contract

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 032824-CER gives access to the following types of goods and services:

- Chassis Class 4-8 (14,100-33,001+ lbs.)
- Fuel trucks
- Lube trucks
- Potable water trucks
- Dust control trucks
- Dump trucks
- Service trucks with cranes
- Vacuum trucks
- Hydro excavator trucks
- Sewer jetter trucks
- Catch basin trucks
- Various other truck bodies and options

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eZIQC Contracts](#)



80 Shire Trail
Bozeman, MT 59718
406.924.8100

In partnership with:



PROPOSAL



Date:	4/9/2025
Quote #	2959485000053860071
RFQ #	
Contract #	032824-CER

Sourcewell Member

Chief Pilar Rodriguez
City of Pharr Texas Fire-Rescue
118 Cage Blvd. 3rd Floor
Pharr, Texas 78577
956-522-8905

SELLING DEALER INFO:

Acela Truck Company
Louise Rainone
80 Shire Trail
Bozeman, MT 59718
(406) 924-8100

Vehicle(s) FOB:

QTY	WEST-MARK PART #	DESCRIPTION	LIST PRICE	DISCOUNT	PRICE (EACH)
1	ACMONT4X4-C7	ACELA MONTERRA	\$184,793.00	24.00%	\$140,442.68
		0	\$0.00	24.00%	\$0.00
1		OPTIONS & UPGRADES	\$286,991.21	24.00%	\$218,113.32
1		SALES TAX (IF QUOTED)			\$0.00
1		DELIVERY (IF QUOTED)			\$8,500.00

TOTAL: **\$367,056.00**
TOTAL VEHICLE QTY: 1
GRAND TOTAL: \$367,056.00

ABOVE PRICING DOES NOT INCLUDE ANY SALES TAX. IF SALES TAX IS APPLICABLE IT WILL BE ADDED AT TIME OF INVOICE.

Above pricing meets or exceeds applicable pricing discounts under West-Mark's Sourcewell contract # listed above.
Pricing is good for 30 days.

Current standard delivery is 550 ARO

See attached specifications for full description of offer.

COMMENTS:

Shipping is included in total price. 50% Deposit at due at time of PO or Payment in full at time of PO will receive an additional 2% off total. If 2% discount is taken new total will = \$359,694.88

Thank you for your consideration of our offer.



P.O. BOX 100
Ceres, California 95307
Phone (209) 537-4747
Fax (209) 537-1753

April 2, 2025

To whom it may concern,

West-Mark is a trailer manufacturer and truck body upfitter. We also have several partners in industry with whom we work with that manufacture various trailer types and/or who upfit truck bodies of varying types. Their products are listed on our Sourcewell contracts. We work with these partners to collectively support customers who wish to leverage our Sourcewell contracts to procure trucks and trailers offered through these contracts. Some of these partners have a dealer network. West-Mark works with these partners and their dealer network to sell products through our Sourcewell contracts as an extension of West-Mark's reach into the marketplace. All pricing offered through these third parties is structured by our Sourcewell contracts and is reviewed by West-Mark. Although West-Mark does not currently have a dealer network of its own, our proposal to Sourcewell stated that we work with our partners and their dealer network to service customers through our contract.

The below manufacturers and truck body upfitters are currently working with West-Mark and have the authority to offer products under our Sourcewell contracts 092922-CER & 032824-CER either directly, or through their dealer network.

Acela Truck Company
Hi-Vac Corporation
Interstate Truck Bodies, Inc.
Trail-Eze, Inc.

Steve Buckner Jr.
Director of Government Sales
sbucknerjr@west-mark.com
Cell: (209) 402-7779

ACELA

TRUCK COMPANY

Acela Monterra 4x4High Water Rescue Truck

Present To:
Fire Chief Pilar Rodriguez
Assistant Chief Alberto Gonzalez
Pharr Fire - Rescue



Presented By:
Louise Rainone
Acela Truck Company
Director of Sales and Marketing

April 9, 2025

Acela Monterra 4x4 High Water Flood Rescue Vehicle Specification
Pharr Texas Fire-Rescue

Paint

Cab Color –TBD

Delivery – 550 A.R.O.

Chassis

One (1) Acela Monterra GL two (2) door cab and chassis GVWR: 23,000#

Frame: steel channel type, reinforced, 120 psi, w/frame liner and 8" front rail extension

Wheelbase: 153.5"

Cab to Axle: 107.2"

Turning Radius: 55.4'

Tow Hooks: Clevis Hooks

Front Axle: Meritor RF-611 Series

Front Suspension: 14,700#

Front Tires: two (2) Goodyear MV/T 395/80R20, 46" Military Tire

Front Wheels: steel disc wheels

Mud Flaps: front mud flaps

Rear Axle: Meritor RF-611 Series 18,740#

Rear Tires: two (2) Goodyear MV/T 395/80R20, 46" Military Tires

Rear Wheels: four (4) steel disc wheels

Front and Rear Axle Ratios: 6.14:1

Spare Tire/Wheel: Goodyear MV/T 395/80R20, 46" Military Tires w/Steel Disc Wheel

Air Brake System: equipped dual-circuit, four- channel , Anti-Lock Braking system Supplemental: Air-Actuated, Driver Controlled Exhaust "Jake" Brake, air dryer, automatic air drains. Vehicle traction and stability control

Engine: Caterpillar 3126 6- Cylinder, 7.2 L Electronically Controlled Fuel-Injected, Turbocharged and Aftercooled, EPA Certified

Engine Rating: 330 HP @2400 RPM

Engine Exhaust Brake: Exhaust Brake

Cooling System: -30 Degrees Fahrenheit

Exhaust System: vertically mounted right side

Fuel Tank: one (1) fuel tank, 58 gallons

Fuel Filter: Fuel/Water

Transmission: Allison MD3700

Transfer Case: Meritor/Allison
(Integrated)

Steering: power assisted, Recirculating ball, Adjustable Tilt Wheel

Batteries: four (4) 6L Commercial Batteries, 3000 CCA, 480 CA (combined)

Alternator: 24V/250A Alternator, 24V - 12V/50A Converter/Battery Charge Controller

Cab

Two door with electric/Hydraulic Cab tilt for Mechanical Access.

Climate Control: heater, defroster, and air conditioning 47,000 BTU/Hr (13.8 kw) Heating Capacity, 29,900 BTU/Hr (8.8 kw)cooling capacity Airflow 334 SCFM 9.5 m/min

Cab Mirrors: two (2) power heated mirrors

Cab Instruments: Standard Instruments

Driver's Seat: Adjustable, High-Back, Air Ride seat and three (3) point safety harness

Passenger Seat: Adjustable, High-Back, Air Ride seat and three (3) point safety harness

Center Seat: High back seat with three (3) Point safety harness

Printed Manuals: one (1) printed chassis operation manual

Cab Accessories

Tinted glass in all windows

Amber DOT edge of roof clearance/marker lights

Gray interior seats with cloth upholstery

Black vinyl floor mat

Dual sun visors

Electric windshield washer

Electric windshield wipers with two speed switch with wash

Exterior handrails at each cab door - Door Handles

High output heater and defroster system with electronic controls

LED headlights

PIAA Driving Lights

Front turn signal lamps

Vent Tube Relocation

The drive train axles, and fuel tank shall be equipped with extended vent tubes to facilitate fording up to 50". Proprietary water fording kit extends all the axle vents, brake vents, fuel tank, transmission and CTIS vents to a manifold that sits 85" inches off the ground.

Chassis Lift Kit

23" of ground clearance at center, 14.4 in under axle.

Central Tire Inflation System -

Cab-mounted Electronic Controls, Operable While Driving in Highway, Cross-Country, Sand/Mud/Snow, and Emergency Modes. Pressure Range 17-85 PSI (1.1-6.6 Bar)

Custom Fabricated Bumper

The front of the vehicle shall be equipped with a custom fabricated, severe service, mild steel power coated shaped bumper assembly. It shall be bolted in place to the front frame extensions and angled back at corners to width of fenders.

Front Bumper Skid Plate

A .3125 skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator.

Rear Mud Flaps

The chassis shall be supplied with mud flaps. The mud flaps shall be installed behind the rear wheels.

Cab Step

Safety Style Steps

12-Volt Power Sources

One (1) 12-volt, 20amp to a cigarette lighter plug-in utility power outlets rated at provide in cab.

Winch

A Sherpa Steed, 17,000# capacity 24-volt electric powered winch shall be permanently installed at the front center bumper area. The unit shall include the following:

- ✓ 17,000# rated load
- ✓ Thermo-metric indicator for motor temperature monitoring
- ✓ Cable roller guide assembly
- ✓ Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

Synthetic Winch Rope

17,000 lb. pull rating or less, This option supersedes the cable, capacity, and fairlead stated in the standard winch option.

Custom Step Side Aluminum Body

- Custom 17' x 8.5' aluminum high-water/flood rescue body
- Integrated staircase with handrails and flip-down-style lower step
- OSHA-compliant safety gate at top of stairs
- LED lighted stepwell
- 46" aluminum bulkhead and sidewalls
- Aluminum seating (seats approximately 22 people)- bench style seating across the left portion of the truck bed with storage-style seating across right and front portion of bed
- (6) Flush-mount heavy-duty cargo tie-downs in bed floor
- Non-skid bed liner applied to bed floor
- (1) Set, Q-Straint wheelchair tie-down anchors and straps, w/strap storage bags, instructional poster (*additional wheelchair tie downs available), Installed on left side of bed.
- Safety placards
- LED bed work lights
- LED rear scene/reverse lights
- LED marker/clearance/STT lighting
- Mudflaps and brackets
- Vertical exhaust stack, stainless steel and chrome
- Spare tire rack delete (Spare tire ships loose)
- Lime Green/Red Chevron pattern on stowed liftgate and rear bumper

.

Body Cover

Removeable Hard Top Roof, Constructed from Galvanized Steel Round Tube Roof Bows and .125" 5052 Aluminum Flat-Stock Roof.

Body Hydraulic Lift Gate

Tuck-away-style 3,000 Lb. galvanized steel liftgate with 60" x 84" aluminum platform.

Gate Deployment Indicator- Floyd Bell

Dash shall be fitted with an audible alarm and red light indicating that liftgate is not in its stowed position. Audible alarm shall be easily cancellable by the driver.

Body Interior Bench Seats with Storage

There shall be two (2) bench seats installed on the rear flatbed body, one (1) right side, (1) one forward front wall. They shall be installed parallel to the body sides. They shall be hinged and allow for storage under the lid. The left side fold down seats will not have storage to accommodate fold up seating for wheelchair tie down access. The sides of the storage boxes shall have louvered ventilation units, one on the front end, one on the rear end, and two on the inboard side. Boxes shall be easily removable.

Body Wheel Chair Brackets

There shall be provisions on the floor of the center portion of the body for (1) wheel chair tie down. They shall facilitate the stability of wheel chairs and keep them stationary.

Body Underbed Compartment Front Driver Side

An under-flatbed equipment storage compartment shall be installed immediately aft of the front left tire under the flatbed surface, on the driver's side of the apparatus. The exterior dimensions shall be approximately: 24" wide, 15" high, and 23" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a horizontally hinged door with latch installed. The compartment shall have turtle tile installed.

Body Underbed Compartment Front Passenger Side

An under-flatbed equipment storage compartment shall be installed under the flatbed surface, on the driver's side of the apparatus in front of the rear axle. The exterior dimensions shall be approximately: 24" wide, 15" high, and 23" deep. Exact location and size of box TBD. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a horizontally hinged door with latch installed. The compartment shall have turtle tile installed.

Electrical Enclosure

An electric wiring enclosure for the 12-volt wiring shall be installed on front of body. The dimensions of the enclosure shall be approximately 24" high, 18" wide, and 8" deep.

12-Volt Electrical Specifications

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets.

The wiring between the cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants, and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures.

Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have non-conductive grease or spray applied. **All** terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from the mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

Electrical Harness and Wiring

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

Battery Switch – Master Disconnect

A rotary type master disconnect switch shall be provided on battery box. The switch shall have a switch plate with an Off/On label.

Battery Charger and 120 Volt Shore Power Receptacle

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the battery system. The unit shall be mounted in the electrical enclosure, accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle. It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged, and the receptacle shall be wired to any 120- volt A/C equipment requiring shore power. The charger location shall be below the rear cab seat, auto- eject below driver's door, front corner. Color of Digital Status Display Center and Auto Eject: red Components wired hot.

120-Volt Power Supply

There shall be a 120-volt power supply installed in forward seating compartment. 120 volts shall be supplied by the battery charging system and will be energized only when the vehicle is connected to shore power. The system shall terminate with two (2) 15-amp outlets in a weatherproof box.

DOT Identification Lights

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

License Plate Mounting

An LED license plate light shall be installed on the liftgate.

Whelen Standard Light Package

- | | |
|----------------------------|--|
| • Zone A Upper | 72" Freedom IV Duo WCX Lightbar, Red/White, Full Flood |
| • Zone A Lower | (2) M6 Duo Red/White, Chrome Flange |
| • Zone B Upper (Aft) | (1) M6 Red, Chrome Flange |
| • Zone B Lower (Fwd & Aft) | (2) M6 Red, Chrome Flange |
| • Zone C Upper | (2) M7 Amber/Red |
| • Zone C Lower | (2) M7 Red/Amber |
| • Zone D Upper (Aft) | (1) M6 Red, Chrome Flange |
| • Zone D Lower (Fwd & Aft) | (2) M6 Red, Chrome Flange |

Siren

- CenCom Core Siren Controller, Remote CCT6 Control Head
- 100W Speaker

FireTech/HiViz Standard Scene Light Package

- (4) FireTech Guardian Junior Scene Lights L&R Sides on Upper Body (Designate Black or Chrome Bezels)
- (2) WL-X-5 (Black) Scene Lights on Rear Body

Light Package, Under Body, Tecniq E10 x 8

- Eight (8) Tecniq E10 under body lights, switched in the cab (total of 8 lights)

Brow Light Package, Fire Tech 46", Black, Mounted

- Fire Tech - 46" BROW LIGHT. 36 LEDS. 19,008 LM. Spot/Flood/Scene. Black L-Shaped Mounting Kit

Back-Up Alarm

- Includes 100db waterproof commercial back-up alarm

Back-Up Camera System

- Includes infrared commercial back-up camera, 70-feet of cable, 6.2-inch monitor

Mounting of Light Bar

- The lightbar shall be mounted on the brow of the cab.

Pre-wire for Skid unit

Includes Anderson connector mounted to body wall at right rear corner (adjacent to liftgate pump), pre-wired to battery box on switched side of battery bank. Also includes additional Anderson connector for end-user to connect to their slip-on unit.

Wireless Intercom

A three (3) position FireCom wireless headset system shall be installed in the chassis electrical console with wireless headset station located at the driver, office, and both rear seating locations. The headsets shall be under the helmet type wireless headsets with charging ports at stowing location. The intercom system shall be installed to allow interfacing of one (1) mobile radio. There shall be two (2) radio interface capable headsets, and two (2) intercom only.

Wheel Chocks

Two (2) Standard Aluminum Wheel Chocks for large trucks NFPA wildland compliant shall be provided on the apparatus.

Seating

There shall be a label identifying the number of seat belted locations on the unit.

Warning Label - Seat Belt Usage

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

Final Assemble and Apparatus Finishing Prep

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest-level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing by the purchaser's designated representative.

Compliance

The high-profile flood evacuation apparatus shall be built to the purchaser's requirements in compliance with all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

Pre-construction Meeting

A pre-construction meeting shall be conducted virtually

Drawings

There shall be design drawings submitted to the customer prior to the pre-construct conference. The drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.



80 Shire Trail
Bozeman, MT. 59718
(406) 924-3535 (800) 940-0540

QUOTE

2959485000053860071

Sales Person Louise Rainone

Quote Creation Date Apr 9, 2025 02:36 PM
Quote Valid Until May 9, 2025
Estimated Delivery Date 550 ARO
Paint Code TBD

Contact
Pharr Texas Fire Department
Fire Chief Pilar Rodriguez
Assistant chief Alberto Gonzalez
956-522-8905

Item & Description

1000 - 4x4 Acela Monterra GL Chassis

Base Monterra 4x4 Chassis - Required for Monterra Options

1066 - GVWR 23,600 Lbs. (10,705 kg) Package - 4x4

Front GAWR: 13,000 lbs. (5,897 kg), Rear GAWR: 10,600 lbs. (4,536 kg),
GCWR: 35,600 lbs. (16,148 kg)

1236 - 4x4: Standard High Water Flood Rescue Body with Liftgate - Texas Task Force 1

Custom to customer's specs.

1058 - Deep Water Fording Kit (4x4)

Increases water fording capabilities from 30 inches (762 mm) to 50 inches (1,168 mm) -
4x4 Chassis

1210 - New Tires - GoodYear Factory New - Fire Market 4x4

This replaces the tires on a 4x4 Monterra truck with factory new GoodYear tires. This is
especially important to sell to Fire apparatus customers.

1217 - Canopy, Stationary, Hardtop, 4x4

Custom Canopy with Hardtop and canvas sides and strip lighting mounting to roof. See
spec for description. 3/16" Aluminum - Specific Roof Height Required - default 76"

1094 - Flood Rescue Body Paint

Paint body to customer specification

1109 - On-Site Monterra Training

One Day On-Site Training with Acela Technical Trainer - Up to 40 Participants

1037 - Back-Up Alarm

Includes 100db waterproof commercial back-up alarm (temporary-mounted for custom
body placement).

1057 - Back-Up Camera System

Includes infrared commercial back-up camera, 70-feet of cable, 6.2-
inch monitor (temporary-mounted for custom body placement).

1062 - Custom Exterior Paint Color

Match cab paint color to customer specification.

1043 - Central Tire Inflation System (CTIS) (4x4)

Includes complete mechanical reset of vehicle's CTIS system and includes
programming for high-speed gears (if applicable) and new wheel valves and hoses for
all wheels (including spare)

Item & Description

1063 - High-Speed Gearing (4x4 Models)

Provides final gear ratio of 3.07:1 and top speed of 68MPH

1017 - PIAA Driving Lights

Includes (2) PIAA LP550 5-3/16-Inch Round LED Driving Light Lamps, Mounted in Bumper. Requires Option 1047, Upfitter Auxiliary Switches

1215 - Light Package, Under Body, Tecniq E10 x 8

Eight (8) Tecniq E10 under body lights, switched in the cab (total of 8 lights)

1216 - Brow Light Package, Fire Tech 46", Black, Mounted

Fire Tech - 46" Brow Light 36 LEDS, 19,008 LM Spot/Flood/Scene with L- Shaped Mounting Kit

1193 - FireTech/HiViz Standard Scene Light Package

(4) FireTech Guardian Junior Scene Lights, Two (2) Each, Upper Street and Curb Sides (Designate Black or Chrome Bezels),

(2) WL-X-5 (Black) Scene Lights on Upper Rear of Body

1048 - Front License Plate Bracket

License plate bracket permanently mounted to front grille.

1050 - Custom Feature on Monterra

Customs Graphics Package

1200 - Kussmaul 120V/15A Battery Charger with Auto-Eject (Yellow Housing), Mounted Driver Side of Cab

Kussmaul 120V/15A Weatherproof Auto Eject 24V Battery Charge Controller Kit with LED Charge Indicator, Cab Mounted, Driver Side, Yellow Housing

1053 - Safety-Style Cab Entry Steps

Includes MSHA-compliant exterior entry steps

1096 - Whelen NFPA Lighting Package Chrome

Whelen NFPA -1901 Compliant warning light/siren/Chevron package, light bar frame and surface- mount light bezels (detailed list on specification).

1069 - Front Winch

Includes front-mounted Sherpa "Steed" 17,000 lb. winch with 6.6HP motor coupled with a 3-stage planetary gearbox. Winch has 90-feet of synthetic rope and aluminum hawse, wireless remote control, neoprene cover and 5-year manufacturer's warranty. Custom winch housing attaches to forward shackle mounting points.

1047 - Upfitter Auxiliary Dash Switch Pre-Wire

Provides eight (8) backlit rubber push buttons on instrument panel, each programmable to On/Off or Momentary action. Remote 12VDC power module is pre-wired with three (3) fused 10A outputs and five (5) 0.2A outputs.

Shipping and Handling outbound - Shipping and Handling

Shipping from Bozeman, MT to Pharr Texas

1235 - Pre-Wired for Slip-In Unit

Includes Anderson connector mounted to body wall at right rear corner (adjacent to liftgate pump), pre-wired to battery box on switched side of battery bank. Also includes additional Anderson connector for end-user to connect to their slip-on unit.

Total

\$ 367,056.00

NOTES : 50% Deposit Due ARO. 3% discount if paid in full

Terms & Conditions:

HIGH WATER/ FLOOD RESCUE TRUCKS



50-INCH WATER FORDING CAPABILITY - 4X4 & 6X6 MODELS

Acela Truck Company, manufacturer of North America's most capable trucks, now offers purpose-built High Water/Flood Rescue Trucks in both 4x4 and 6x6 variations of its MonterraTM line of truck chassis. With 47-inch tires, 22-inches of ground clearance, and a proprietary 50-inch water fording capability, there is no other modern truck platform that can compete when it comes to reliable and safe operations in flood waters. Available models and customizable configurations can safely transport up to 28 seated passengers (incl. driver) with ample room and payload for pets, personal property and rescue gear. Monterra flood rescue trucks can be used for virtually any disaster response such as tornadoes, hurricanes, blizzards, and earthquakes, easily traveling over or through large debris, sand and mud or double as brush/wildland fire engines, Urban Search and Rescue (USAR) support vehicles, cargo haulers and SAR/SWAT team troop carriers, in any rural or urban environment. Monterras come standard with a bumper to bumper parts and labor warranty.

Standard Flood Rescue Body

- Custom Aluminum Flood Rescue Body
- Integrated Staircase with Railing
- Staircase Lower Flip-Style Step for Maximum Clearance
- OSHA "Man bar" Safety Gate, Top of Stairs
- Bulkhead and Side Walls
- Folding Aluminum Seating, Full Perimeter
- Non-Skid Bedliner Floor
- (6) Flush-Mount Cargo Tie-Downs
- WC tie-down strap w/storage bags (under seats), instructional poster on wall
- Bed lighting, Lighted Stairs, Rear Scene/Reverse Lights
- 3000# Tuck-away Liftgate (bed-mounted pump) with dual controls
- LED DOT Marker/Clearance/Stop/Turn/Tail/Reverse Lighting
- Safety Placards
- Mudflaps
- NFPA Rear Reflective Chevron Pattern

Options

- Paint
- Diesel-Fired Webasto Airtronics Heater for Passenger/Bed Area
- Additional Flush-mount Wheelchair Tie-Downs in Bed Floor
- Additional Scene Lighting

Canopy Package Option

- Stationary Canopy





Proprietary High Water Fording Kit Explained

Understanding The Original LMTV and FMTV Military Truck Water Fording Capability

When the LMTVs and FMTVs were originally manufactured the water fording capabilities were quite limited and maintenance intensive. According to the US Army Technical Manuals: "The vehicle can ford water up to 30 in. deep for 15 minutes without damage or requiring maintenance before operation can continue."

If vehicle will be operating in water 30 in. or of unknown depth, flywheel housing vent plug must be installed. Failure to comply may result in damage to equipment.

(1) Remove flywheel housing vent plug (1) from stowage mount (2).

(2) Install flywheel housing vent plug (1) in flywheel vent hole (3).

Lubrication After Fording -If a fording operation occurs, lubricate all fittings below fording depth and check submerged gear boxes for presence of water.

What Happens to the Truck If I Don't Have High-Water Fording Capability

If a truck does not have a high water fording kit and it is necessary to ford up to 30" of water, the driver will have to stop, crawl underneath the truck, remove and fit a plug into the flywheel housing, limit the fording to 15 minutes or damage the vehicle, remove and replace the flywheel housing plug when finished fording and then manually check all gear boxes (up to 9) and lubricate all submerged fittings.

Fording over 30 inches (without the Acela Monterra fording kit) will introduce water into all gear boxes, the fuel tank, the transmission, the CTIS system and the brake system which can lead to a catastrophic failure in the field.

What Does Acela's High Water Fording Kit Provide:

The Acela Monterra high-water fording kit increases the FMTV's fording capabilities from 30" to 50". We achieve this by extending all the axle vents, brake vents, fuel tank, transmission and CTIS vents to a manifold that sits 85" inches off the ground.

When the water fording switch is engaged it not only kills power to the engine fan and the transmission cooler fans on a 6x6, it also kills the air conditioner condenser fans and closes the drain valve on the transmission bell housing.

The Monterra High Water Fording Kit takes out the manual operation of originally designed trucks and allows for fording of additional 20".



CERTIFIED RESET PROGRAM™



Like-New Vehicle at a Fraction of the Cost

Acela's rigorous and proprietary Certified Reset Program™ is no make-over. We perform over 300 key inspections, full drivetrain diagnostics, provide a total cab and chassis teardown, prep and paint every vehicle component and upgrade or replace over 600 new OEM-certified parts according to strict, vetted processes, ensuring that our clients receive a like-new vehicle at a fraction of the cost of new.



- *More than 300-point tests and inspections including full OEM computer diagnostics*
- *The replacement of over 700+ parts.*
- *Our certified Reset Program is backed by our limited warranty.*
- *Certified Acela Truck Mechanics and Technicians.*
- *Our trained technicians work in a strictly controlled, process driven manufacturing environment utilizing lean manufacturing principles to eliminate errors and to meet the highest standards of quality.*
- *Genuine OEM parts from Caterpillar, Allison, Meritor, Goodyear, Dana, Parker, Donaldson and more.*

1. *Inspection/Evaluation*

We start by diagnosing every system and component on the vehicle through an exhaustive 300-point inspection process. Major components are scanned using state of the art diagnostic equipment. Any mechanical issues are addressed and sub-standard parts are replaced with new.



2. *Tear-Down*

During the tear-down process, trucks are disassembled for complete overhaul. The cab and nearly all frame-mounted parts are removed, inspected and carefully cataloged. Cabs, chassis and take-off parts are then moved down the production line to our Paint, Electronics, Driveline, Axle and Finishing Shops for further breakdown, inspection and rehabilitation.



3. *Paint and Body*

As part of our standard reset process, each cab is completely dismantled down to sheet metal. All seals, glass, doors, door componentry, interior and dash components and electrical harnesses are removed. Cabs and cab components are meticulously rehabilitated using state of the art body repair and painting techniques and equipment. Cabs are then reassembled in a “white glove” environment for installation of all new interior seating, floor mats, heat and sound insulation, paneling, lighting, electronics, digital instrumentation, etc. Chassis and take off parts go through a similarly intensive process to ensure that they perform and look like new.

4. *Rebuild*

Once each department has refurbished all components, all hoses, belts, seals, gaskets, knobs, switches and gauges are replaced. Other parts are inspected and measured against strict ATC and/or OEM guidelines. All parts that are out of specification are replaced. All fluids are flushed and replaced with new OEM-certified fluids. Wheels are completely rebuilt and mounted with new tires. In total, more than 600 parts are replaced in every Monterra.



5. *Performance Testing*

Quality control during the entire Certified Reset Process is paramount. All critical torques, clearances and pressure settings are set to specification, and recorded during the reset process. After re-assembly is complete, we put our “like new” trucks through a battery of quality assurance, diagnostics and road tests.

6. *Exceptional After-Sales Support*

Your satisfaction is always our number one priority, that's why your team is key to the final step. The ATC Certified Reset Program is not complete until you are satisfied with the performance of your truck in its working environment.

Our AcleaCare After Sales Support program is committed to maximizing the productivity of every truck in your fleet by offering 24/7 maintenance support and next day delivery on virtually every part. Acela Truck Company has partnered with some of the largest automotive and defense companies in the world to ensure our customers have the right parts at the right time.



TAKING YOU FURTHER

CONTACT US

◆ (800) 940-0508

◆ support@acelatruck.com





Limited On-Highway Chassis Warranty

Acela Truck Company ("ATC") warrants the workmanship of reset vehicle, that is used primarily for on-highway driving, for a period of one (1) year, 10,000 miles 16,093 Km) or 2,000 hours, whichever occurs first, after the original date of purchase by the product's first retail customer, and agrees to repair (parts and labor) any defective workmanship or materials subject to the limitations outlined herein.

- ATC retains the right, at its sole discretion, to repair or replace parts, materials and/or workmanship-related issues that it deems are worthy of warranty replacement. Upon ATC request, original parts to be replaced MUST be returned, at customer's expense, for warranty reimbursement.
- Replacement parts provided under terms of the warranty will whenever possible, match original equipment. However, ATC may substitute new, remanufactured, reconditioned, or repaired parts of comparable function at its sole discretion.
- All repairs performed under the terms of its limited warranty must be performed by a ATC pre-authorized service facility and/or provider.
- All repair requests will require VIN number, current mileage, hours and detailed nature of the problem to be provided before any authorization will be provided. Proof of mileage, hours and/or problem may be required.
- All repairs performed under the terms of this limited warranty MUST be approved by ATC, in advance, in writing, before warranty repairs are performed. REPAIRS MADE WITHOUT AUTHORIZATION ARE NOT COVERED OR IN ANY WAY WARRANTED UNDER THIS OR ANY OTHER WARRANTY.
- Claims for authorized repairs must be submitted within sixty (60) days from authorization and be accompanied with all supporting documentation such as detailed invoices, written explanations of damage/defect and/or photographs or replacement parts.

Components that are covered by their manufacturers' warranties are NOT covered by this limited warranty. Manufacturers' components not covered include, but are not limited to:

- HVAC systems
- Tires
- Batteries
- Seats
- Aftermarket equipment

The following items are excluded from coverage under this limited warranty:

- Repairs performed without ATC's written pre-authorization
- Failure due to damage, improper service or maintenance, improper operation, neglect or misuse
- Components, systems or parts which have been modified, altered or substituted without the prior written authorization from ATC
- Damage or product failure caused by acid rain, freezing, flooding, fire, or any occurrences that may be determined by ATC to be an "Act of God."
- Cosmetic or surface corrosion resulting from stone chips or scratches in paint or other damage or deterioration to physical appearance if such damage is the result of normal wear and tear or exposure to the elements

- Normal maintenance and service items, including alignments, calibrations, filters, fluids, lubricants, wear parts, shop supplies
- Any adjustments required after thirty (30) days of initial retail sale (i.e. door or seat adjustments, etc.)
- Components installed by any party other than ATC or components affected by the installation of any equipment installed by or modifications made by any party other than ATC
- Any loss of use of the product, loss of time or pay, inconvenience, storage, expense for fuel, towing, telephone, travel, lodging, loss or damage to personal property, loss of revenues, the cost of a replacement or rental vehicles or any other costs associated with repair or time out of service.

Owner must perform, at its sole expense, all maintenance recommended by each component manufacturer. Failure to perform recommended maintenance will result in loss of protection under this or component manufactures' limited warranties. Owner must keep records (including all sales receipts and mileage records) demonstrating such maintenance and make them available upon request in order to facilitate an approved warranty claim.

Limited warranty is applicable to any product registered, normally used within and serviced in the United States and/or Canada only. IT IS REQUIRED FOR THE PRODUCT TO BE REGISTERED WITH ATC IMMEDIATELY UPON INITIAL RETAIL SALE. PRODUCTS THAT ARE NOT REGISTERED ARE NOT COVERED UNDER OR SUBJECT TO ANY WARRANTY. LATE PRODUCT REGISTRATION MAY CAUSE DELAYS IN WARRANTY PARTS OR REPAIRS SERVICE.

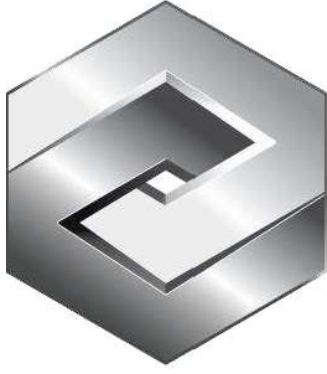
Disputes arising from any repair, replacement parts or any other aspect of repair and/or warranty shall be resolved in accordance with the procedures of the American Arbitration Association relating to commercial transactions in Bozeman, MT, USA. Arbitration results shall be binding by both parties. Both parties' arbitration-related expenses shall be paid by losing party.

This document represents and incorporates the warranty and limitations of ATC's responsibilities related to its products and the entire understanding of the parties hereto. There are no representations, inducements, side-agreements or understandings except as expressly set forth in this document, and no warranty of merchantability or fitness for a particular use is implied. No person or party is authorized by ATC to make any such additional representations, warranties, side agreements or inducements or any changes to this document, its limitations or coverage.

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE OR PROVINCIAL LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

Acela Truck Company
Warranty Department
80 Shire Trl
Bozeman, MT 59718
+1 (406) 924-3535
www.acelatruck.com
acelacare@acelatruck.com

VEHICLES SOLD DIRECTLY TO END USERS BY ATC ARE AUTOMATICALLY REGISTERED. DEALERS MUST REGISTER VEHICLES IMMEDIATELY UPON RETAIL SALE TO END USER SO THAT ATC MAY RECORD END USER'S RIGHTS UNDER THIS LIMITED WARRANTY AND TO ENSURE PROMPT SERVICE



ACELA
TRUCK COMPANY

PREPARED FOR THE MISSION



THE ALL-IN-ONE TRUCK SOLUTION

Acela Truck Company delivers the most durable, most capable, and most reliable class 5-8 trucks in North America



CLASS 5



CLASS 6



CLASS 7



CLASS 8



TRACKED



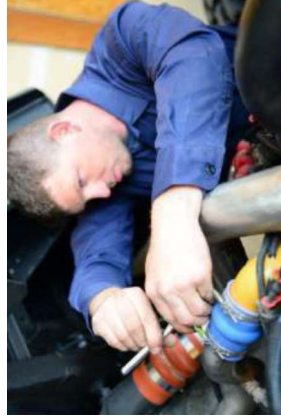
ARTICULATED

ABOUT US

- Our management team has over 100 years of automotive design, production, and sales experience
- Company founded and funded in 2016
- Scalable LEAN manufacturing facility
- Recognized by Inc. Magazine as one of the fastest-growing companies in the US
- National Transportation Equipment Association – Certified MVP
- Top 100 New Products 2022



NTEA MEMBER VERIFICATION PROGRAM
Distinguished MVP member 2021–2024



HOW WE DO IT

ATC CERTIFIED RESET PROCESS



Surplus military vehicles
sourced with low mileage and
low hours of use.



The ATC proprietary teardown and reset process
involves more than 300-point test inspections, the
replacement of 600+ parts, over 2,500 step process,
over 700 labor hours recapitalizing the Monterra.

Our Certified Reset Program allows
ATC to comfortably offer a “new
truck” warranty.

PARTNERSHIPS

ATC has successfully partnered with some of the largest automotive and defense companies in the world



ACELA MONTERA™ KEY FEATURES

4X4 & 6X6 MODELS

UP TO 31K LB PAYLOAD

BODY BUILDER FRIENDLY

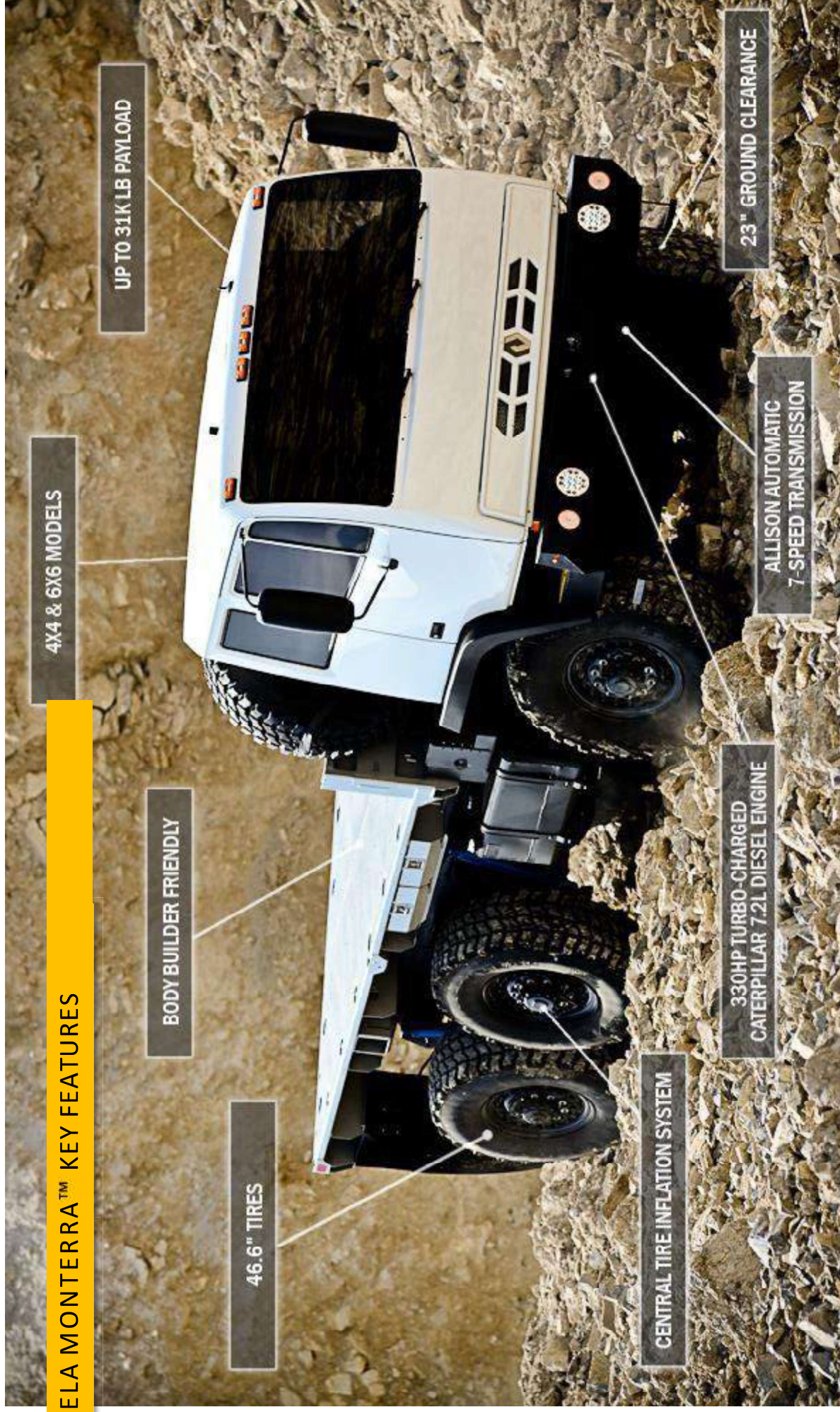
46.6" TIRES

CENTRAL TIRE INFLATION SYSTEM

330HP TURBO-CHARGED
CATERPILLAR 7.2L DIESEL ENGINE

ALLISON AUTOMATIC
7-SPEED TRANSMISSION

23" GROUND CLEARANCE



VALUE

- ACELA sells ACCESS – through and over terrain not previously accessible by wheeled vehicles.
- On/Off-Highway capability (Up to 74 MPH with no sacrifice in off-highway performance)
 - Most capable Class 5-8 trucks in North America
 - Lowest Initial Cost of Ownership
 - Extremely low cost to maintain /fewer maintenance issues resulting from terrain-related challenges
 - Increased on-site productivity and reduced on-site infrastructure costs
 - Hook-Lift /PLS Loading Systems – Significantly reduces fleet size and ALL related costs

APPLICATIONS

- HEAVY CIVIL CONSTRUCTION AGRICULTURE/FARM/RANCH • WILDLAND FIREFIGHTING • UTILITY • EXPORT
- FLOOD RESCUE • OIL & GAS • MINING • FORESTRY • HIGHWAY, COMMERCIAL & AIRPORT SNOW REMOVA



STANDARD WITH EVERY ACELA MONTERRA

- Full Commercial Interior – Noise and Heat Dampening Insulation, Commercial Headliner, Interior Lighting
- Air Conditioning
- Upgrade Charging System
- Upgraded Electric Over Hydraulic Cab Tilt and Spare Tire Carrier
- Air-Ride Seating
- Power Heated Mirrors
- Full Time All-Wheel-Drive
- Touchscreen Stereo
- USB Power Ports
- New Door Handles
- New Tires & Wheels
- CAT ET Diagnostic Report



OPTIONS DESIGNED SPECIFICALLY FOR THE ACELA MONTERRA

- Proprietary High-Water Fording Kit
- Third Passenger Center Seat –
- Back-up Camera
- Back-up Alarm
- Rebuilt Central Tire Inflation System
- High Speed Gearing with High-Speed Military Tires





VA



U.S. Department
of Veterans Affairs

Veterans Administration (6) High Water/Flood Rescue Trucks



Boston Fire Department High Water/Flood Rescue Truck Boston, Massachusetts



Carteret Fire Department & EMS Division High Water/Flood Rescue Truck Carteret, New Jersey



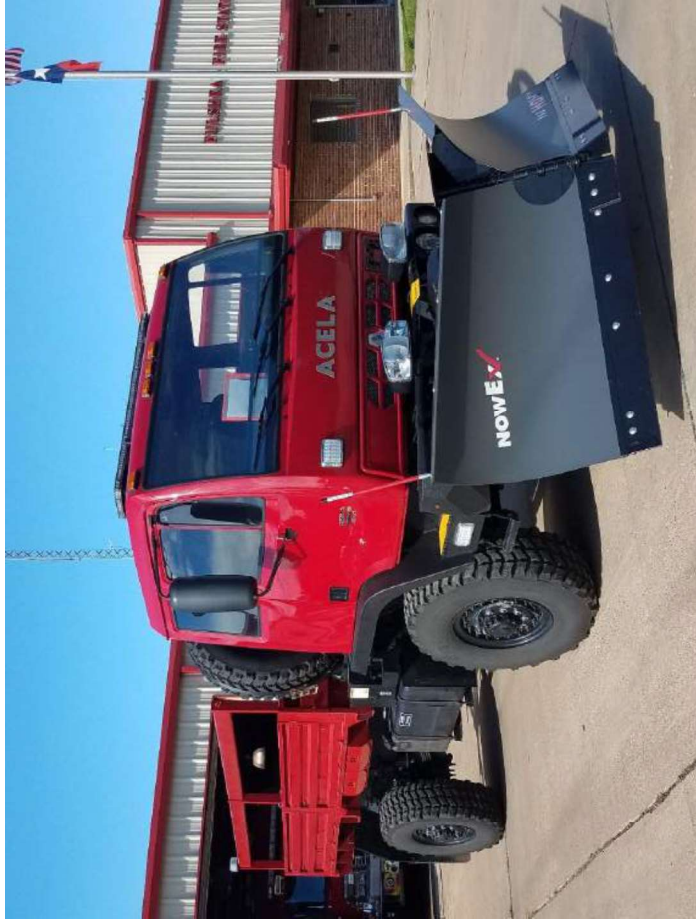
St Johns County Fire Rescue High Water/Flood Rescue Truck Hasting, Florida



Eastex Fire Department
High Water/Flood Rescue Truck
Humble, Texas



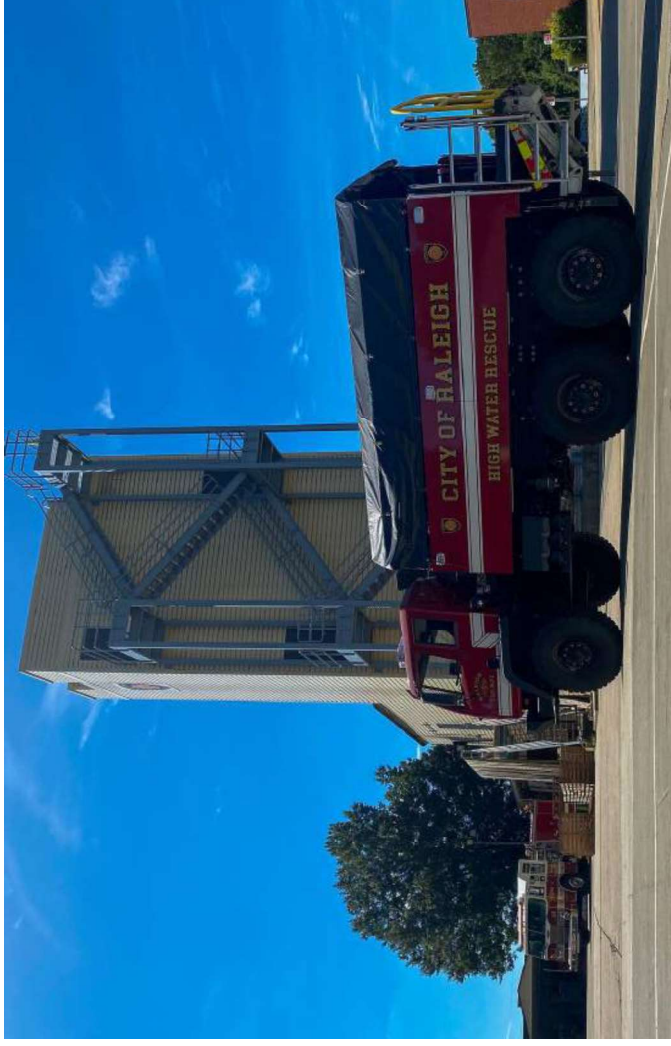
Fort Worth Fire Department High Water/Flood Rescue Truck Fort Worth, Texas



Fulshear- Simonton Volunteer Fire Department High Water/Flood Rescue Truck Fulshear, Texas



St. George Fire Department
High Water/Flood Rescue Truck
Baton Rouge, Louisiana



Raleigh Fire Department
High Water/Flood Rescue Truck
Raleigh, North Carolina



Tecumseh Fire and Rescue Services High Water/Flood Rescue Truck Ontario, Canada



Boonsboro Volunteer Fire & Rescue Company Type 6 Water Tender Lynchburg, West Virginia



FRONTLINE
COMMUNICATIONS

Frontline Communications
Gulf Coast State College
Mobile Command Center



Wayne Police Department
High Water/Flood Rescue Truck
Wayne, New Jersey



Paterson Fire Department High Water/Flood Rescue Truck Paterson, New Jersey



Norristown Fire Department
High Water/Flood Rescue Truck
Norristown, Pennsylvania



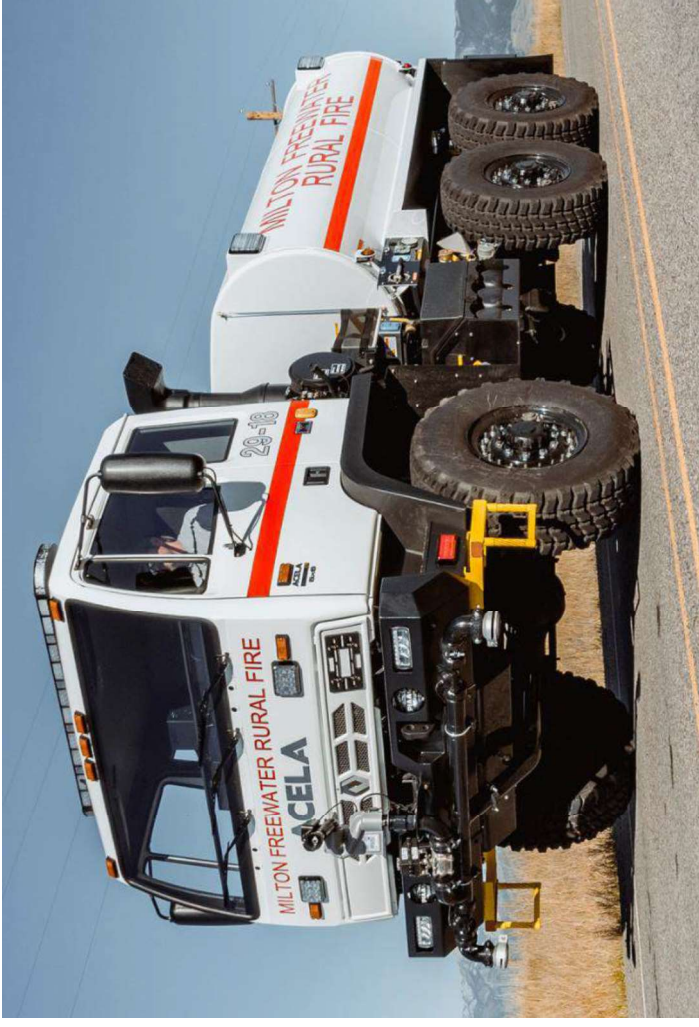
Flagtown Fire/Rescue High Water/Flood Rescue Truck Hillsborough, New Jersey



Seminole County Fire Department High Water/Flood Rescue Trucks with Slip-On Water Pumping Units Sanford, Florida



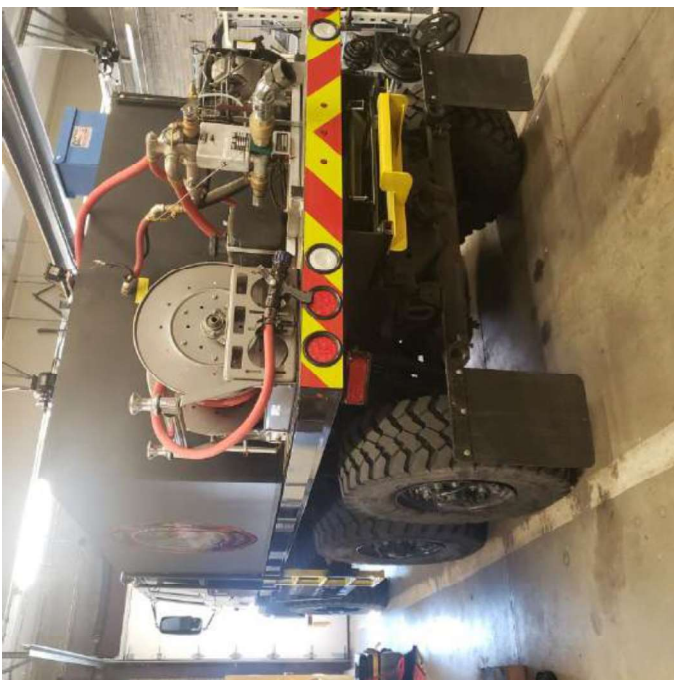
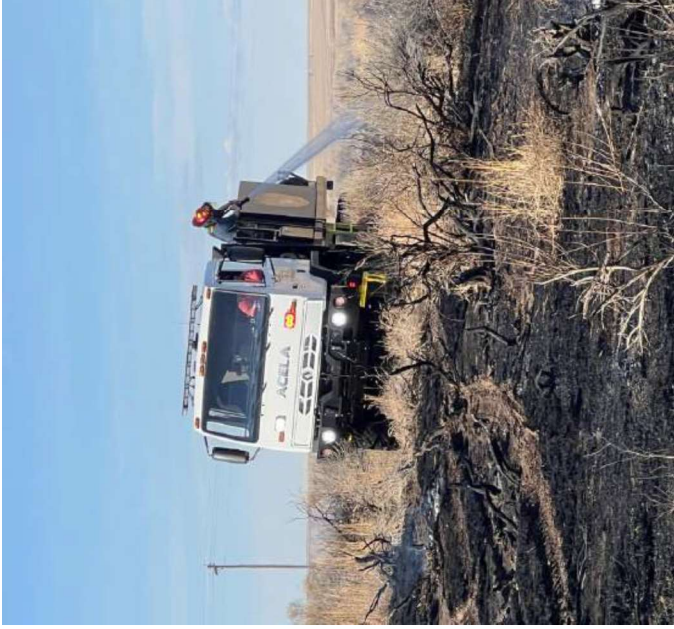
Orange County Fire Rescue
High Water/Flood Rescue Truck with Slip-On Water
Pumping Unit
Orlando, Florida



Milton Freewater Rural Fire Dept. & EMS Tactical Tender with 2000-gallon tank Milton Freewater, Oregon



Neptune Office of Emergency Management High Water/Flood Rescue Truck Neptune Township, New Jersey



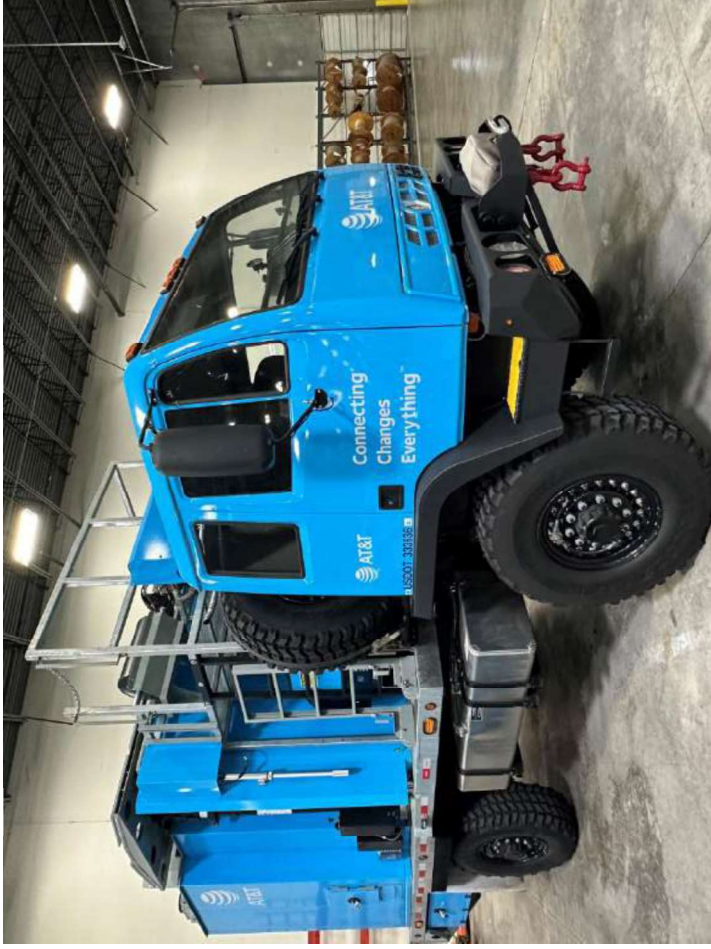
Fort Morgan Fire Department
Type 6 Water Tender
Fort Morgan, Colorado



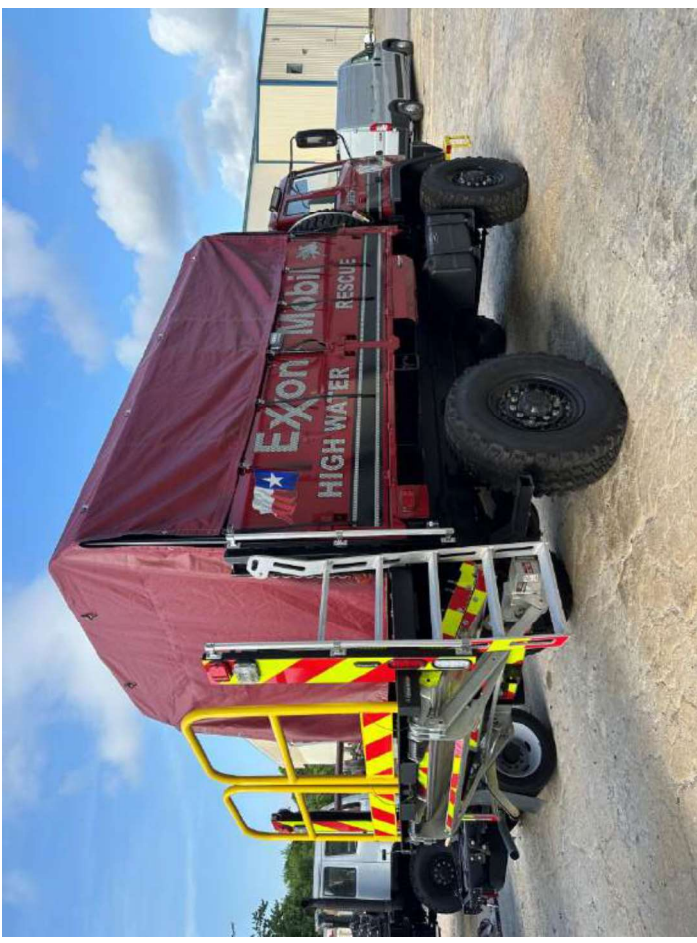
Hinton Fire Rescue
High Water/Flood Rescue Truck with Slip-On Water
Pumping Unit
Hinton, Alberta



Camden County Office of Emergency Management High Water/Flood Rescue Truck Lindenwold, New Jersey



AT&T
Emergency Management Disaster Cell On Light
Truck (COLT)
Dallas, Texas



ExxonMobil

Exxon Mobile
High Water/Flood Rescue Truck
Beaumont, Texas



Beaumont Fire Rescue High Water/Flood Rescue Truck Beaumont, Texas



Winthrop Emergency Management
High Water/Flood Rescue Truck
Winthrop, Massachusetts



Evergreen Volunteer Fire Department
Brush Truck
Minden, Louisiana



Proliner Rescue
High Water/Flood Rescue Truck
Medford, New York



TIPPET
RISE
ART
CENTER

Tippet Rise Art Center Fire Department
Brush Truck
Fishtail, Montana



Southwest Florida
Water Management District

WATERMATTERS.ORG

Southwest Florida Water Management District
Flatbed to be converted into Brush Truck
Brooksville, Florida



80 Shire Trail
Bozeman, MT 59718
406.924.8100

In partnership with:



Sourcwell Member

Chief Pilar Rodriguez
City of Pharr Texas Fire-Rescue
118 Cage Blvd. 3rd Floor
Pharr, Texas 78577
956-522-8905

PROPOSAL



Date:	4/18/2025
Quote #	2959485000054271029
RFQ #	
Contract #	032824-CER

SELLING DEALER INFO:

Acela Truck Company
Louise Rainone
80 Shire Trail
Bozeman, MT 59718
(406) 924-8100

Vehicle(s) FOB:

QTY	WEST-MARK PART #	DESCRIPTION	LIST PRICE	DISCOUNT	PRICE (EACH)
1	ACMONT6X6-C7	ACELA MONTERRA	\$193,272.00	24.00%	\$146,886.72
		0	\$0.00	24.00%	\$0.00
1		OPTIONS & UPGRADES	\$310,854.31	24.00%	\$236,249.28
1		SALES TAX (IF QUOTED)			\$0.00
1		DELIVERY (IF QUOTED)			\$8,500.00

TOTAL: **\$391,636.00**
TOTAL VEHICLE QTY: 1
GRAND TOTAL: \$391,636.00

ABOVE PRICING DOES NOT INCLUDE ANY SALES TAX. IF SALES TAX IS APPLICABLE IT WILL BE ADDED AT TIME OF INVOICE.

Above pricing meets or exceeds applicable pricing discounts under West-Mark's Sourcwell contract # listed above.
Pricing is good for 30 days.

Current standard delivery is 550 ARO

See attached specifications for full description of offer.

COMMENTS:

Shipping is included in total price. 50% Deposit at due at time of PO or Payment in full at time of PO will receive an additional 2% off total. If 2% discount is taken new total will = \$ 383,803.28

Thank you for your consideration of our offer.



P.O. BOX 100
Ceres, California 95307
Phone (209) 537-4747
Fax (209) 537-1753

April 2, 2025

To whom it may concern,

West-Mark is a trailer manufacturer and truck body upfitter. We also have several partners in industry with whom we work with that manufacture various trailer types and/or who upfit truck bodies of varying types. Their products are listed on our Sourcewell contracts. We work with these partners to collectively support customers who wish to leverage our Sourcewell contracts to procure trucks and trailers offered through these contracts. Some of these partners have a dealer network. West-Mark works with these partners and their dealer network to sell products through our Sourcewell contracts as an extension of West-Mark's reach into the marketplace. All pricing offered through these third parties is structured by our Sourcewell contracts and is reviewed by West-Mark. Although West-Mark does not currently have a dealer network of its own, our proposal to Sourcewell stated that we work with our partners and their dealer network to service customers through our contract.

The below manufacturers and truck body upfitters are currently working with West-Mark and have the authority to offer products under our Sourcewell contracts 092922-CER & 032824-CER either directly, or through their dealer network.

Acela Truck Company
Hi-Vac Corporation
Interstate Truck Bodies, Inc.
Trail-Eze, Inc.

Steve Buckner Jr.
Director of Government Sales
sbucknerjr@west-mark.com
Cell: (209) 402-7779

ACELA

TRUCK COMPANY

Acela Monterra 6x6 High Water Rescue Truck

Present To:
Fire Chief Pilar Rodriguez Assistant
Chief Alberto Gonzalez
City of Pharr, Texas



Presented By:
Louise Rainone
Director of Sales
Acela, Inc.

April 18, 2024



Monterra 6x6 High Water Rescue
VEHICLE SPECIFICATIONS
City of Pharr, Texas

Dimensional Data

Width	96 in	(2,438 mm)
Height	112 in	(2,845 mm)
Length	270 in	(6,859 mm)
Wheelbase	161 in	(4,100 mm)
Turning Radius	56.4 ft	(17.2 m)
Cab to Axle 1	115.5 in	(2,934 mm)
Pintle Height (Laden/Unladen)	33/36 in	(838/905 mm)

Ground Clearance

Loaded	22 in	(559 mm)
Under Axle	14.4 in	(365 mm)
Approach/Departure Angles*	40°/70°	
Curb Weight (with Fuel)*	18,446 lb	(8,915 kg)
GVWR*	46,500 lb	(22,226 kg)
Payload*	30,000 lb	(31,607 kg)
Maximum Towed Load	21,000 lb	(9,526 kg)
Maximum Speed (Standard Gearing)	58 MPH	(93km/h)
Maximum Speed (Optional High-Speed Gearing)	68 MPH	(109 km/h)
Fuel Tank	58 gal	(220 L)
Range (Optional Long-Range Fuel Tanks Available)	400+ mi	(645+ km)
Maximum Grade/Side Slope	60% / 30%	
Water Fording Depth (Optional 50" Fording Kit Available)	30 in	(762 mm)

EQUIPMENT SPECIFICATIONS

Engine

Caterpillar 3126/C7*	6-Cylinder, 7.2 L, Electronically Controlled, Fuel Injected, Turbocharged and Aftercooled, EPA Certified
Rating	330 HP (246 kW) @ 2400 RPM
Displacement	441 cu in (7.2 L)
Torque	860 ft-lb (1,166 Nm) @ 1440 RPM
Fuel Type	Diesel
Lubricant	15W40, Synthetic Blend

Transmission

Allison MD 3700/3070SP

Full-Time AWD

Torque Split

Automatic, 7-speed, Electronically-Controlled, Power Take Off

Integral Transfer Case

Normal Operations: 30% Front / 70% Rear

Off-Road Mode: 50% Front / 50% Rear

Lubricant

ATF, 31.8 qt (30 L)

Axles, Meritor RF-611 Series

Front

14,700 lb (6,350 kg) GAWR

Intermediate

16,661 lb (1,618 kg) GAWR

Rear

16,661 lb (1,618 kg) GAWR

Locker

Automatic, Detroit Style, Rear Axle

Carrier

Single Reduction, Ambiod-Gearing

Wheel End

Bevel Wheel End Reduction, Ratio 2:1

Final Gear Ratio

Standard: 7.80:1

(Optional: 6.14:1 Available)

Front Axle

35°

Steering Angle

Power Assisted, Recirculating Ball, Adjustable Tilt Wheel

Steering Suspension

Parabolic-Tapered Leaf Springs with Hydraulic Twin-Tube Shock Absorbers

Brakes

Primary

Dual-Circuit, Four-Channel Air, Anti-Lock Braking System (ABS)

Supplement

Air-Actuated, Driver Controlled Exhaust "Jake" Brake

Tires

46 in Military Grade Tires

Spare

Ships loose in body

Central Tire Inflation System (CTIS), Dana/Eaton - Optional

General

Cab--Mounted Electronic Controls, Operable While Driving in Highway, Cross-Country, Sand/Mud/Snow, and Emergency Modes

Pressure Range

17-85 PSI (1.1-6.6 Bar)

Electrical

System

Dual Voltage, 12/24 VDC, Central Power Distribution

Alternator

24 V/185 A Alternator, 24V-12V/50A Converter/Battery Charge Controller

Starter

24VDC, Waterproof

Batteries

(4) 6TL Commercial Batteries, 3000CCA, 480 CA (Combined)

Cab

General

Extended Cab-Over Design

Trim

Commercial-Grade Trim Package, Heavy Duty Heat and Sound Insulation

Entertainment	AM/FM/DVD 6.2" Touchscreen Stereo
Seating	2-Person, Adjustable, High-Back, Air-Ride Seats (3-Person Optional)
Mechanical Access	Hydraulic Tilt
Power	(2) 2.1A USB Power Ports, (1) 12VDC Cig. Style Plug
HVAC	47,000 BTU/Hr (13.8 kw) Heating Capacity 29,900 BTU/Hr (8.8 kw) Cooling Capacity Airflow 334 SCFM 9.5 m/min

Additional Chassis Options

- High Speed Gearing
- Deep Water Fording Kit
- Central Tire Inflation System
- Safety Style Entry Steps
- (2) NMO Style 2-way Radio Antenna Mounts, Pre-Wired
- Safety Style Entry Steps
- Back-Up Alarm
- Back-Up Camera
- Upfitter Auxiliary Dash Switch
- Kussmaul 120V/15A Battery Charger with Auto-Eject (Yellow Housing)

Whelen Standard Light Package

- Zone A Upper 72" Freedom IV Duo WCX Lightbar, Red/White, Full Blood
- Zone A Lower (2) M6 Duo Red/White, Chrome Flange
- Zone B Upper (Aft) (1) M6 Red, Chrome Flange
- Zone B Lower (Fwd & Aft) (2) M6 Red, Chrome Flange
- Zone C Upper (2) M7 Amber/Red
- Zone C Lower (2) M7 Red/Amber
- Zone D Upper (Aft) (1) M6 Red, Chrome Flange
- Zone D Lower (Fwd & Aft) (2) M6 Red, Chrome Flange

Whelen Standard Siren

- CenCom Core Siren Controller, Remote CCTL6 Control Head
- 100W Speaker

FireTech/HiViz Standard Scene Light Package

- (4) FireTech Guardian Junior Scene Lights, L & R Sides on Upper Body (Designate Black or Chrome Bezels)
- (2) WL-X-5 (Black) Scene Lights on Rear Body

Brow Light Package

- Fire Tech 46", Black, Mounted 36 LEDS. 19,008 LM. Spot/Flood/Scene. BLACK. L-Shaped Mounting Kit

Under Body Light Package Tecniq E10 x 8

- Eight (8) Tecniq E10 under body lights, switched in the cab (total of 8 lights)

Custom Flood Rescue Body Specifications

- Custom 20' x 8.5' aluminum high-water/flood rescue body
- Integrated staircase with handrails and flip-down-style lower step
- OSHA-compliant safety gate at top of stairs
- LED lighted stepwell
- 46" aluminum bulkhead and sidewalls
- Fold-down aluminum seating (seats approximately 26 people)- bench style seating across the forward portion of the truck bed
- (6) Flush-mount heavy-duty cargo tie-downs in bed floor
- Non-skid bed liner applied to bed floor
- (1) Set, Q-Straint wheelchair tie-down anchors and straps, w/strap storage bags, instructional poster (*additional wheelchair tie downs available)
- Safety placards
- LED bed work lights
- LED rear scene/reverse lights
- LED marker/clearance/STT lighting
- Mudflaps and brackets
- Vertical exhaust stack, stainless steel and chrome
- Spare tire rack delete (Spare tire ships loose)
- Tuck-away-style 3,000 Lb. liftgate with 60" x 84" aluminum platform
- Red/yellow chevron pattern on stowed liftgate and rear bumper
- Stationary hardtop canopy

On-Site Training

Two Day On-Site Training with Acela Technical Trainer - Up to 40 Participants at City of Pharr location

Pre-Construction meeting held virtually



80 Shire Trail
Bozeman, MT. 59718
(406) 924-3535 (800) 940-0540

QUOTE

2959485000054271029

Contact
Pharr Texas Fire Department
Chief Pilar Rodriguez
Chief Alberto Gonzalez
956-522-8905

Sales Person Louise Rainone

Quote Creation Date Apr 18, 2025 08:46 AM
Quote Valid Until Jun 20, 2025
Estimated Delivery Date 550 ARO
Paint Code TBD

Item & Description

1100 - 6x6 Acela Monterra GL Chassis Cab (SWB)

1039 - GVWR 44,650 Lbs. (20,253 kg) Package - 6x6

Front GAWR: 13,000 lbs. (5,897 kg), Int. GAWR: 16,661 lbs. (7,557 kg), Rear GAWR: 16,661 lbs. (7,557 kg), GCWR: 65,650 lbs. (29,778 kg)

1148 - Custom High Water/Flood Rescue Body (6x6)

Custom 20' x 8.5' aluminum high-water/flood rescue body with integrated stairs, safety railings and gates, fold-down aluminum seating, LED area and step lighting, non-skid floor, rear removeable safety rails, six (6) flush-mounted 2,000 Lb.-rated D-ring tie-downs, vertical exhaust, spare tire rack delete, tuck-away-style 3,000 Lb. liftgate with 60" x 84" aluminum platform, galvanized frame, remote-mounted pump, side- and remote-mount controls, LED DOT lighting, Approximately 26 passenger capacity, maximum four (4) wheelchair tie-down positions (optional)

1036 - Deep Water Fording Kit (6x6)

Increases water fording capabilities from 30 inches (762 mm) to 50 inches (1,168 mm) - 6x6 Chassis

1209 - New Tires - GoodYear Brand New - Fire Market 6x6

Max speed 68 Miles per hour

1220 - Canopy, Stationary, Hardtop, 6x6

Custom Canopy with Hardtop and canvas sides and strip lighting mounting to roof. See spec for description. 3/16" Aluminum - Specific Roof Height Required - default 76"

1094 - Flood Rescue Body Paint

Paint body to customer specification

1037 - Back-Up Alarm

Includes 100db waterproof commercial back-up alarm (temporary-mounted for custom body placement).

1057 - Back-Up Camera System

Includes infrared commercial back-up camera, 70-feet of cable, 6.2-inch monitor (temporary-mounted for custom body placement).

1062 - Custom Exterior Paint Color

Match cab paint color to customer specification.

Item & Description

1055 - Central Tire Inflation System (CTIS) (6x6)

Includes complete mechanical reset of vehicle's CTIS system and includes programming for high-speed gears (if applicable) and new wheel valves and hoses for all wheels (including spare)

1032 - High Speed Gearing (6x6 Models)

High-Speed Gearing (6x6 Models) Provides final gear ratio of 3.07:1 and top speed of 68MPH

1017 - PIAA Driving Lights

Includes (2) PIAA LP550 5-3/16-Inch Round LED Driving Light Lamps, Mounted in Bumper. Requires Option 1047, Upfitter Auxiliary Switches

1215 - Light Package, Under Body, Tecniq E10 x 8

Eight (8) Tecniq E10 under body lights, switched in the cab (total of 8 lights)

1216 - Brow Light Package, Fire Tech 46", Black, Mounted

Fire Tech - 46" Brow Light 36 LEDS, 19,008 LM Spot/Flood/Scene with L- Shaped Mounting Kit

1193 - FireTech/HiViz Standard Scene Light Package

(4) FireTech Guardian Junior Scene Lights, Two (2) Each, Upper Street and Curb Sides (Designate Black or Chrome Bezels),

(2) WL-X-5 (Black) Scene Lights on Upper Rear of Body

1048 - Front License Plate Bracket

License plate bracket permanently mounted to front grille.

1050 - Custom Feature on Monterra

Customs Graphics Package

1200 - Kussmaul 120V/15A Battery Charger with Auto-Eject (Yellow Housing), Mounted Driver Side of Cab

Kussmaul 120V/15A Weatherproof Auto Eject 24V Battery Charge Controller Kit with LED Charge Indicator, Cab Mounted, Driver Side, Yellow Housing

1053 - Safety-Style Cab Entry Steps

Includes MSHA-compliant exterior entry steps

1096 - Whelen NFPA Lighting Package Chrome

Whelen NFPA -1901 Compliant warning light/siren/Chevron package, light bar frame and surface- mount light bezels (detailed list on specification).

1069 - Front Winch

Includes front-mounted Sherpa "Steed" 17,000 lb. winch with 6.6HP motor coupled with a 3-stage planetary gearbox. Winch has 90-feet of synthetic rope and aluminum hawse, wireless remote control, neoprene cover and 5-year manufacturer's warranty. Custom winch housing attaches to forward shackle mounting points.

1047 - Upfitter Auxiliary Dash Switch Pre-Wire

Provides eight (8) backlit rubber push buttons on instrument panel, each programmable to On/Off or Momentary action. Remote 12VDC power module is pre-wired with three (3) fused 10A outputs and five (5) 0.2A outputs.

1235 - Pre-Wired for Slip-In Unit

Includes Anderson connector mounted to body wall at right rear corner (adjacent to liftgate pump), pre-wired to battery box on switched side of battery bank. Also includes additional Anderson connector for end-user to connect to their slip-on unit.

1109 - On-Site Monterra Training

One Day On-Site Training with Acela Technical Trainer - Up to 40 Participants

Shipping and Handling outbound - Shipping and Handling

Shipping from Bozeman, MT to Pharr Texas

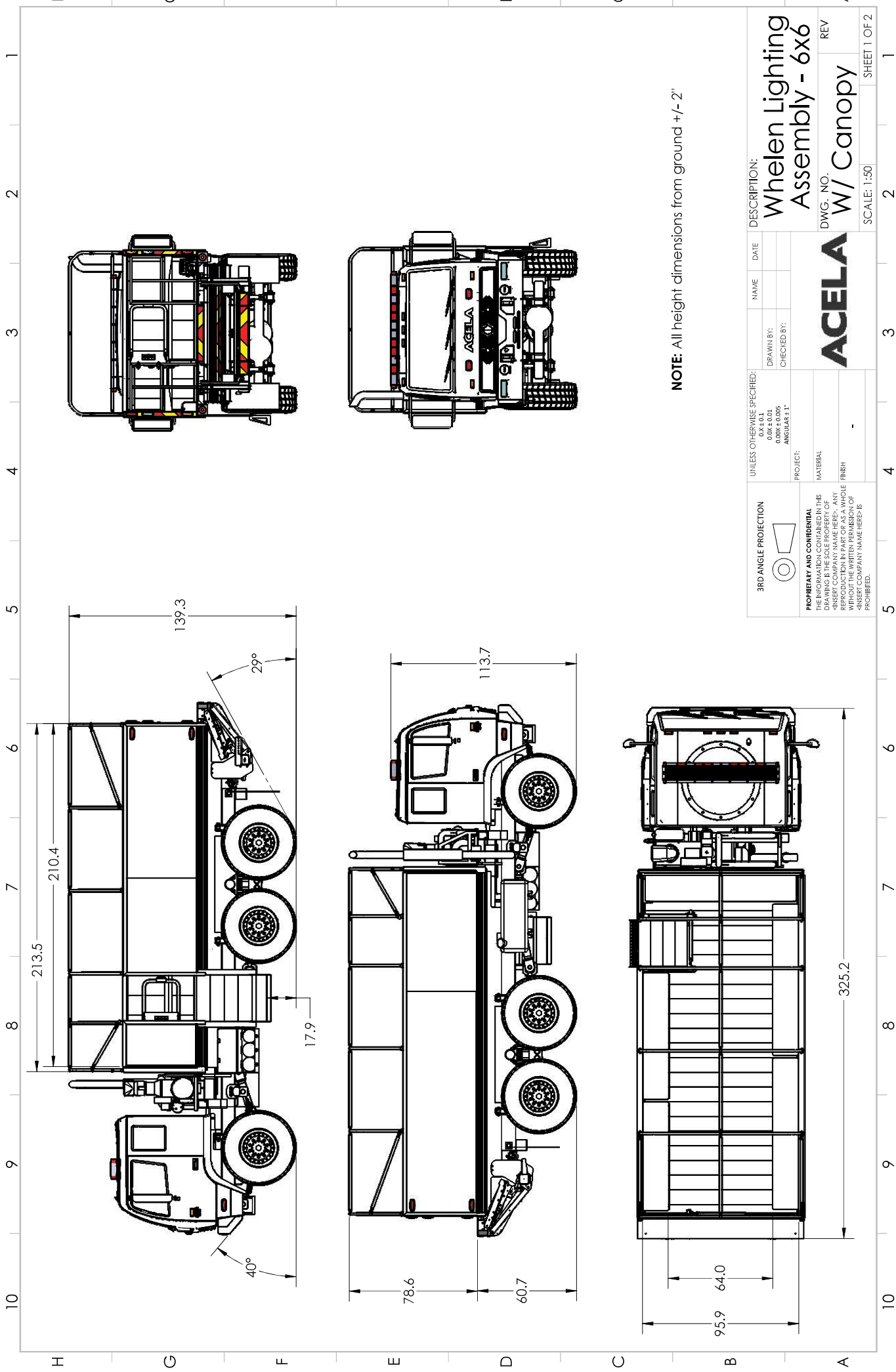
Total

\$ 391,636.00

NOTES : 50% Deposit Due ARO. 2% discount if paid in full

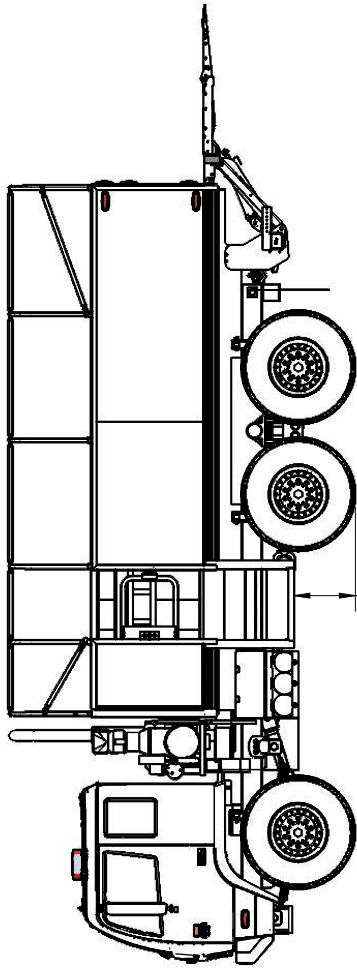
Terms & Conditions:

(800) 940-0540 | Acela Truck Company | www.acelatruck.com

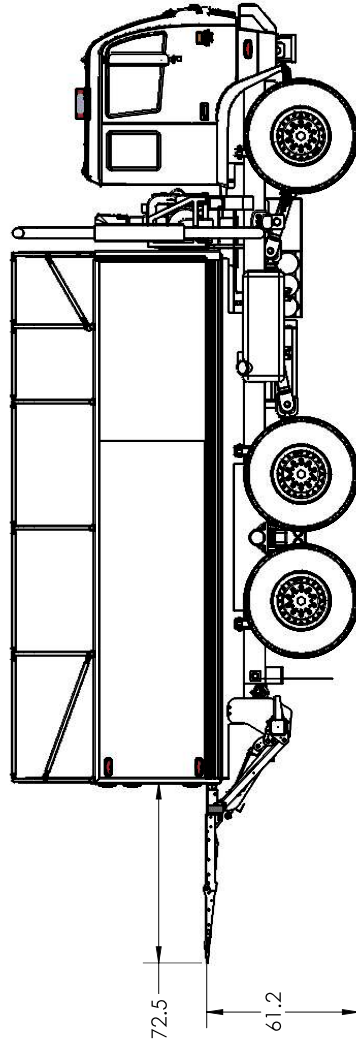


NOTE: All height dimensions from ground +/- 2"

3RD ANGLE PROJECTION 	UNLESS OTHERWISE SPECIFIED: 0.0X ± 0.01 0.00X ± 0.005 ANGULAR ± 1°	DRAWN BY: CHECKED BY:	NAME DATE	DESCRIPTION: Whelen Lighting Assembly - 6x6	REV A
PROJECT: MATERIAL: FINISH:		ACELA DWG. NO. W/ Canopy		SCALE: 1:50 SHEET 1 OF 2	

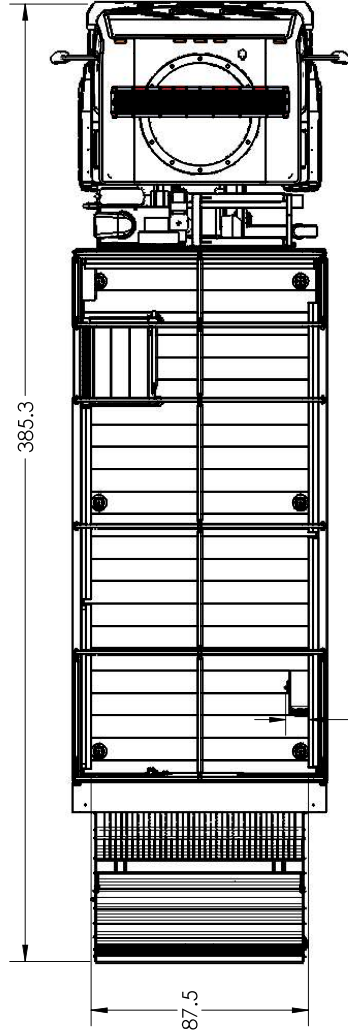


24.8



72.5

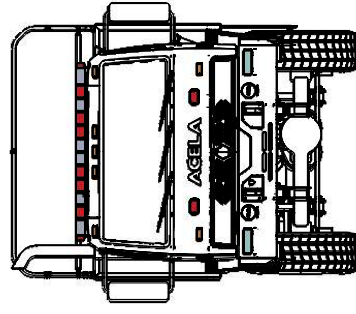
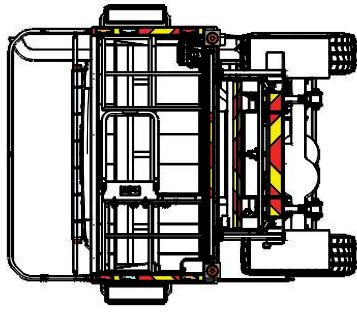
61.2



87.5

385.3

9.1



NOTE: All height dimensions from ground +/- 2"

3RD ANGLE PROJECTION		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	DESCRIPTION:
		0.X ± 0.1 0.0X ± 0.01 0.00X ± 0.005 ANGULAR ± 1°		DRAWN BY:	CHECKED BY:	
PROJECT:		MATERIAL:		DWG. NO.		REV
PROPERTY AND CONFIDENTIAL		FINISH:		ACELA		W/ Canopy
THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF ACELA. IT IS TO BE USED FOR THE PROJECT AND NOT BE REPRODUCED IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ACELA. COMPANY NAME HERE IS A TRADE SECRET.		SCALE: 1:50		SHEET 2 OF 2		1









HIGH WATER/ FLOOD RESCUE TRUCKS

AMWR100 & AMWR1100 - 4x4 & 6x6 MODELS



50-INCH WATER FORDING CAPABILITY

Acela Truck Company, manufacturer of North America's most capable trucks, now offers purpose-built High Water/Flood Rescue Trucks in both 4x4 and 6x6 variations of its MonterraTM line of truck chassis. With 46-inch tires, 22-inches of ground clearance, and a proprietary 50-inch water fording capability, there is no other modern truck platform that can compete when it comes to reliable and safe operations in flood waters. Available models and customizable configurations can safely transport up to 25 seated passengers with ample room and payload for pets, personal property and rescue gear. Monterra flood rescue trucks can be used for virtually any disaster response such as tornadoes, hurricanes, blizzards, and earthquakes, easily traveling over or through large debris, sand and mud or double as brush/wildland fire engines, Urban Search and Rescue (USAR) support vehicles, cargo haulers and SAR/SWAT team troop carriers, in any rural or urban environment. Monterras come standard with a bumper to bumper parts and labor warranty.

MONTERRA™

Multi-Use High Water/Flood Rescue Vehicles



Standard Flood Rescue Body

- Custom Aluminum Flood Rescue Body
- Integrated Staircase with Railing
- Staircase Lower Flip-Style Step for Maximum Clearance
- OSHA "Man bar" Safety Gate, Top of Stairs
- Bulkhead and Side Walls
- Folding Aluminum Seating, Full Perimeter
- Non-Skid Bedliner Floor
- (6) Flush-Mount Cargo Tie-Downs
- Wheelchair tie-down strap w/storage bags (under seats), instructional poster on wall
- Bed lighting, Lighted Stairs, Rear Scene/Reverse Lights
- 3000# Tuck-away Liftgate (bed-mounted pump) with dual controls
- LED DOT Marker/Clearance/Stop/Turn/Tail/Reverse Lighting
- Safety Placards
- Mudflaps
- NFPA Rear Reflective Chevron Pattern

Options

- Paint
- Diesel-Fired Webasto Altronics Heater for Passengers/Bed Area
- Additional Flush-Mount Wheelchair Tie-Downs
- Additional Scene Lighting

Canopy Package Options

- Vinyl Stationary Canopy
- Hardtop Stationary Canopy with Vinyl Sides





Proprietary High Water Fording Kit Explained

Understanding The Original LMTV and FMTV Military Truck Water Fording Capability

When the LMTVs and FMTVs were originally manufactured the water fording capabilities were quite limited and maintenance intensive. According to the US Army Technical Manuals: "The vehicle can ford water up to 30 in. deep for 15 minutes without damage or requiring maintenance before operation can continue."

If vehicle will be operating in water 30 in. or of unknown depth, flywheel housing vent plug must be installed. Failure to comply may result in damage to equipment.

(1) Remove flywheel housing vent plug (1) from stowage mount (2).

(2) Install flywheel housing vent plug (1) in flywheel vent hole (3).

Lubrication After Fording -If a fording operation occurs, lubricate all fittings below fording depth and check submerged gear boxes for presence of water.

What Happens to the Truck If I Don't Have High-Water Fording Capability

If a truck does not have a high water fording kit and it is necessary to ford up to 30" of water, the driver will have to stop, crawl underneath the truck, remove and fit a plug into the flywheel housing, limit the fording to 15 minutes or damage the vehicle, remove and replace the flywheel housing plug when finished fording and then manually check all gear boxes (up to 9) and lubricate all submerged fittings.

Fording over 30 inches (without the Acela Monterra fording kit) will introduce water into all gear boxes, the fuel tank, the transmission, the CTIS system and the brake system which can lead to a catastrophic failure in the field.

What Does Acela's High Water Fording Kit Provide:

The Acela Monterra high-water fording kit increases the FMTV's fording capabilities from 30" to 50". We achieve this by extending all the axle vents, brake vents, fuel tank, transmission and CTIS vents to a manifold that sits 85" inches off the ground.

When the water fording switch is engaged it not only kills power to the engine fan and the transmission cooler fans on a 6x6, it also kills the air conditioner condenser fans and closes the drain valve on the transmission bell housing.

The Monterra High Water Fording Kit takes out the manual operation of originally designed trucks and allows for fording of additional 20".



CERTIFIED RESET PROGRAM™



Like-New Vehicle at a Fraction of the Cost

Acela's rigorous and proprietary Certified Reset Program™ is no make-over. We perform over 300 key inspections, full drivetrain diagnostics, provide a total cab and chassis teardown, prep and paint every vehicle component and upgrade or replace over 600 new OEM-certified parts according to strict, vetted processes, ensuring that our clients receive a like-new vehicle at a fraction of the cost of new.



- *More than 300-point tests and inspections including full OEM computer diagnostics*
- *The replacement of over 700+ parts.*
- *Our certified Reset Program is backed by our limited warranty.*
- *Certified Acela Truck Mechanics and Technicians.*
- *Our trained technicians work in a strictly controlled, process driven manufacturing environment utilizing lean manufacturing principles to eliminate errors and to meet the highest standards of quality.*
- *Genuine OEM parts from Caterpillar, Allison, Meritor, Goodyear, Dana, Parker, Donaldson and more.*

1. *Inspection/Evaluation*

We start by diagnosing every system and component on the vehicle through an exhaustive 300-point inspection process. Major components are scanned using state of the art diagnostic equipment. Any mechanical issues are addressed and sub-standard parts are replaced with new.



2. *Tear-Down*

During the tear-down process, trucks are disassembled for complete overhaul. The cab and nearly all frame-mounted parts are removed, inspected and carefully cataloged. Cabs, chassis and take-off parts are then moved down the production line to our Paint, Electronics, Driveline, Axle and Finishing Shops for further breakdown, inspection and rehabilitation.



3. *Paint and Body*

As part of our standard reset process, each cab is completely dismantled down to sheet metal. All seals, glass, doors, door componentry, interior and dash components and electrical harnesses are removed. Cabs and cab components are meticulously rehabilitated using state of the art body repair and painting techniques and equipment. Cabs are then reassembled in a “white glove” environment for installation of all new interior seating, floor mats, heat and sound insulation, paneling, lighting, electronics, digital instrumentation, etc. Chassis and take off parts go through a similarly intensive process to ensure that they perform and look like new.

4. *Rebuild*

Once each department has refurbished all components, all hoses, belts, seals, gaskets, knobs, switches and gauges are replaced. Other parts are inspected and measured against strict ATC and/or OEM guidelines. All parts that are out of specification are replaced. All fluids are flushed and replaced with new OEM-certified fluids. Wheels are completely rebuilt and mounted with new tires. In total, more than 600 parts are replaced in every Monterra.



5. *Performance Testing*

Quality control during the entire Certified Reset Process is paramount. All critical torques, clearances and pressure settings are set to specification, and recorded during the reset process. After re-assembly is complete, we put our “like new” trucks through a battery of quality assurance, diagnostics and road tests.



6. *Exceptional After-Sales Support*

Your satisfaction is always our number one priority, that's why your team is key to the final step. The ATC Certified Reset Program is not complete until you are satisfied with the performance of your truck in its working environment.

Our AcleaCare After Sales Support program is committed to maximizing the productivity of every truck in your fleet by offering 24/7 maintenance support and next day delivery on virtually every part. Acela Truck Company has partnered with some of the largest automotive and defense companies in the world to ensure our customers have the right parts at the right time.



TAKING YOU FURTHER

CONTACT US

◆ (800) 940-0508

◆ support@acelatruck.com



ACELA
TRUCK COMPANY

PREPARED FOR THE MISSION



THE ALL-IN-ONE TRUCK SOLUTION

Acela Truck Company delivers the most durable, most capable, and most reliable class 5-8 trucks in North America



Class 5



Class 6



Class 7



Class 8



TRACKED



ARTICULATED

ABOUT US

- Our management team has over 100 years of automotive design, production, and sales experience
- Company founded and funded in 2016
- Scalable LEAN manufacturing facility
- Recognized by Inc. Magazine as one of the fastest-growing companies in the US
- National Transportation Equipment Association -- Certified MVP
- Top 100 New Products 2018 & 2022



HOW WE DO IT

ATC CERTIFIED RESET PROCESS



Surplus military vehicles sourced with low mileage and low hours of use.

The ATC proprietary teardown and reset process involves more than 300-point test inspections, the replacement of 700+ parts, more than 2,500 step process, and over 800 labor hours recapitalizing the Monterra.

Our Certified Reset Program allows ATC to comfortably offer a “new truck” warranty.

PARTNERSHIPS

ATC partners with some of the largest automotive and defense companies in the world



ACELA MONTERRA™ KEY FEATURES

4x4 & 6x6 MODELS

UP TO 30K LB PAYLOAD

BODY BUILDER FRIENDLY

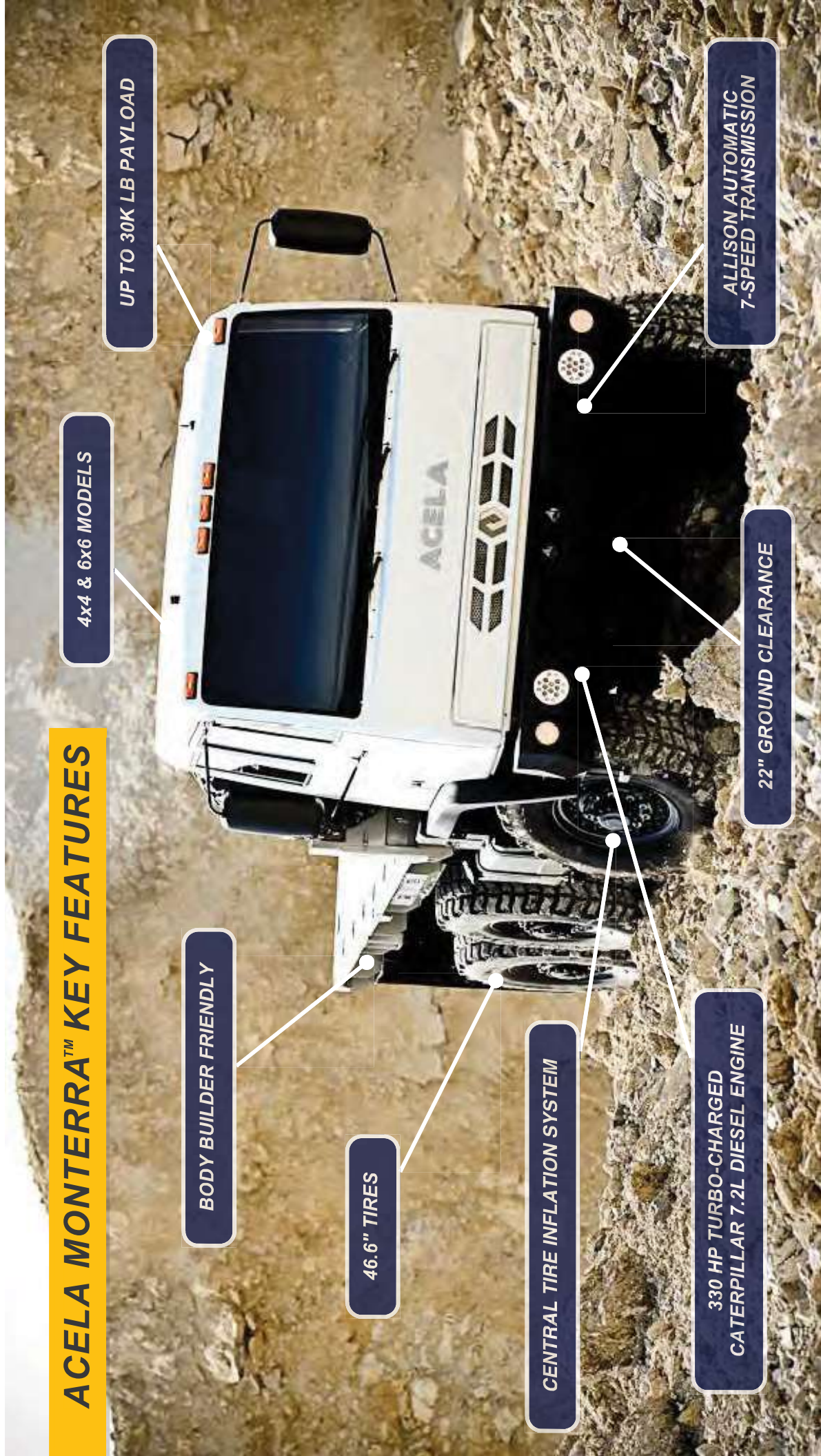
46.6" TIRES

CENTRAL TIRE INFLATION SYSTEM

330 HP TURBO-CHARGED
CATERPILLAR 7.2L DIESEL ENGINE

22" GROUND CLEARANCE

ALLISON AUTOMATIC
7-SPEED TRANSMISSION



VALUE

ACELA SELLS ACCESS - through and over terrain not previously accessible by wheeled vehicles

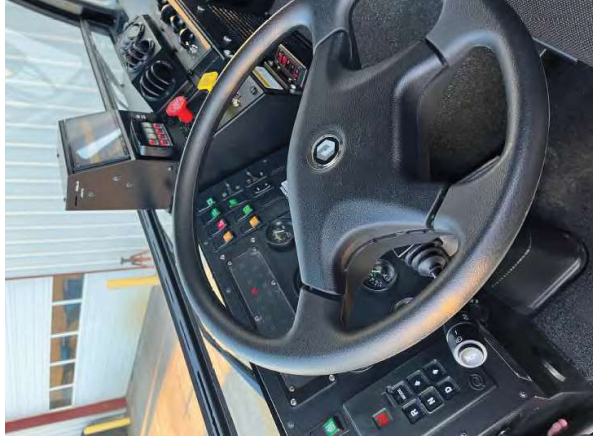
- On/Off-Highway capability (up to 68 MPH with no sacrifice in off-highway performance)
- Most capable Class 5-8 trucks in North America
- Lowest initial cost of ownership
- Extremely low cost to maintain/fewer maintenance issues resulting from terrain related challenges
- Increased on-site productivity and reduced on-site infrastructure costs
- Hook-lift / PLS Loading Systems -- Significantly reduces fleet size and all related costs

APPLICATIONS



STANDARD WITH EVERY ACELA MONTERRA

- Full Commercial Interior -- Noise Dampening and Heat Insulation, Commercial Headliner, Interior Lighting
- Air Conditioning
- Upgraded Charging System
- Upgraded Electric Over Hydraulic Cab Tilt and Spare Tire Carrier
- Air-Ride Seating
- Power Heated Mirrors
- Full Time All-Wheel-Drive
- Touchscreen Stereo
- USB Power Ports
- New Door Handles
- New Tires & Wheels
- CAT ET Diagnostic Report



OPTIONS DESIGNED SPECIFICALLY FOR THE ACELA MONTERRA

- Proprietary High-Water Fording Kit
- Third Passenger Center Seat
- Back-up Camera
- Back-up Alarm
- High Speed Gearing with High-Speed Military Tires





**“THIS TRUCK IS UNSTOPPABLE FOR US. WE WOULDN’T TRADE IT
FOR ANYTHING!”**

- Boonsboro Fire Department
Lynchburg, VA.

“THESE GUYS DO AN AMAZING JOB. WE LIKE OURS A LOT.”

**- Milton Freewater Rural Fire Dept. & EMS
Milton Freewater, OR**





U.S. Department
of Veterans Affairs

VETERANS ADMINISTRATION
(6) High Water/Flood Rescue Monterras



BOSTON FIRE DEPARTMENT
High Water/Flood Rescue Monterra
Boston, Massachusetts



CARTERET FIRE DEPARTMENT & EMS DIVISION

High Water/Flood Rescue Monterra

Carteret, New Jersey



ST. JOHNS COUNTY FIRE RESCUE
High Water/Flood Rescue Monterra
Hastings, Florida



EASTEX FIRE DEPARTMENT
High Water/Flood Rescue Monterra
Humble, Texas



FORT WORTH FIRE DEPARTMENT

High Water/Flood Rescue Monterra

Fort Worth, Texas



FULSHEAR SIMONTON VOLUNTEER FIRE DEPARTMENT

High Water/Flood Rescue Monterra
Fulshear, Texas



ST. GEORGE FIRE DEPARTMENT
High Water/Flood Rescue Monterra
Baton Rouge, Louisiana



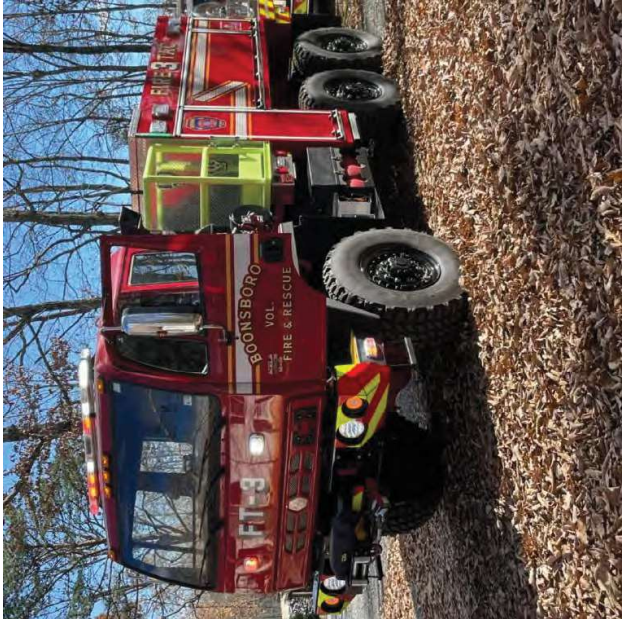
RALEIGH FIRE DEPARTMENT
High Water/Flood Rescue Monterra
Raleigh, North Carolina



TECUMSEH FIRE AND RESCUE SERVICES

High Water/Flood Rescue Monterra

Tecumseh, Ontario

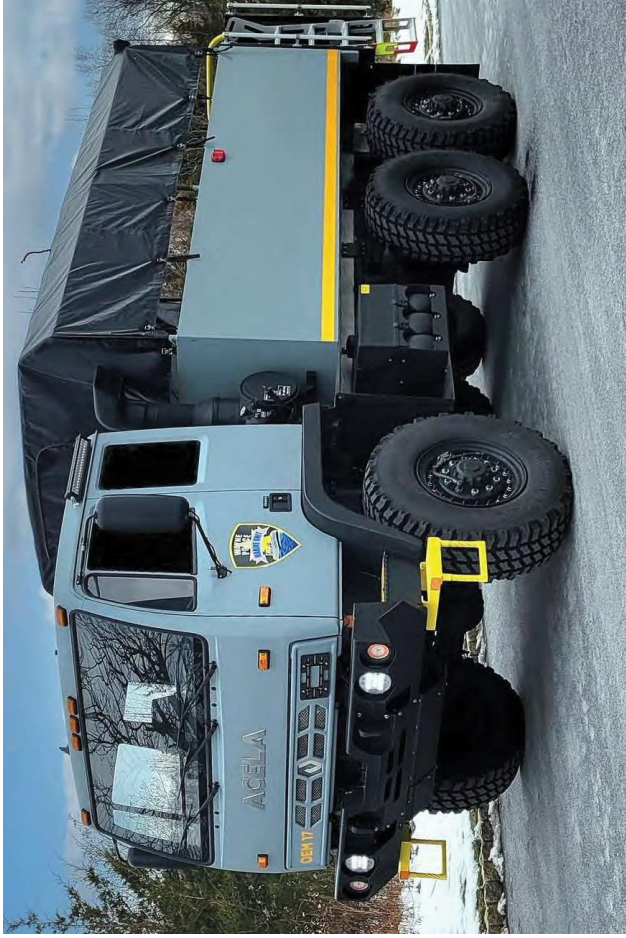


BOONSBORO VOLUNTEER FIRE & RESCUE COMPANY

Type 6 Water Tender
Lynchburg, West Virginia



GULF COAST STATE COLLEGE
Mobile Command Center
Panama City, Florida



WAYNE POLICE DEPARTMENT
High Water/Flood Rescue Monterra
Wayne, New Jersey



PATERSON FIRE DEPARTMENT

High Water/Flood Rescue Monterra

Paterson, New Jersey



NORRISTOWN FIRE DEPARTMENT

High Water/Flood Rescue Monterra
Norristown, Pennsylvania



FLAGTOWN FIRE/RESCUE -
HILLSBOROUGH VOLUNTEER FIRE CO. #1
High Water/Flood Rescue Monterra
Hillsborough, New Jersey



SEMINOLE COUNTY FIRE DEPARTMENT

(2) High Water/Flood Rescue Monterras with Slip-On Water Pumping Units
Sanford, Florida



ORANGE COUNTY FIRE RESCUE

High Water/Flood Rescue Monterra with Slip-On Water Pumping Unit
Orlando, Florida



MILTON-FREEWATER RURAL FIRE DEPARTMENT

Tactical Tender with 2000-gallon tank

Milton-Freewater, Oregon



NEPTUNE OFFICE OF EMERGENCY MANAGEMENT

High Water/Flood Rescue Monterra

Neptune Township, New Jersey



FORT MORGAN FIRE DEPARTMENT

Type 6 Water Tender
Fort Morgan, Colorado



HINTON FIRE RESCUE

High Water/Flood Rescue Monterra with Slip-On Water Pumping Unit
Hinton, Alberta



AT&T

Emergency Management Disaster Cell On Light Truck (COLT)
Dallas, Texas



ExxonMobil

EXXON MOBILE

High Water/Flood Rescue Monterra
Beaumont, Texas



BEAUMONT FIRE/RESCUE

High Water/Flood Rescue Monterra
Beaumont, Texas



WINTHROP EMERGENCY MANAGEMENT

High Water/Flood Rescue Monterra

Winthrop, Massachusetts



EVERGREEN VOLUNTEER FIRE DEPARTMENT

Wildland Fire Apparatus

Minden, Louisiana



MANHASSET-LAKEVILLE VOLUNTEER FIRE DEPARTMENT

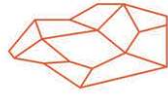
High Water/Flood Rescue Monterra
Manhasset, New York



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Flatbed to be converted into a Brush Truck

Brooksville, Florida



TIPPET
RISE
ART
CENTER

TIPPET RISE ART CENTER

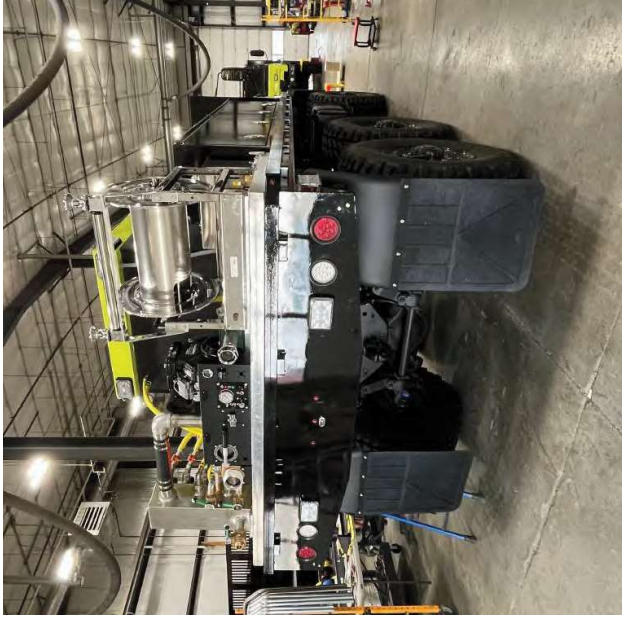
Wildland Fire Apparatus

Fishtail, Montana



NASSAU COUNTY FIRE MARSHAL
(2) High Water/Flood Rescue Monterras
Westbury, New York





SOUTHEAST WELD FIRE PROTECTION DISTRICT (IN PROGRESS)

(4) Wildland Fire Apparatus

Keenesburg, Colorado



Limited On-Highway Chassis Warranty

Acela Truck Company ("ATC") warrants the workmanship of reset vehicle, that is used primarily for on-highway driving, for a period of one (1) year, 10,000 miles 16,093 Km) or 2,000 hours, whichever occurs first, after the original date of purchase by the product's first retail customer, and agrees to repair (parts and labor) any defective workmanship or materials subject to the limitations outlined herein.

- ATC retains the right, at its sole discretion, to repair or replace parts, materials and/or workmanship-related issues that it deems are worthy of warranty replacement. Upon ATC request, original parts to be replaced MUST be returned, at customer's expense, for warranty reimbursement.
- Replacement parts provided under terms of the warranty will whenever possible, match original equipment. However, ATC may substitute new, remanufactured, reconditioned, or repaired parts of comparable function at its sole discretion.
- All repairs performed under the terms of its limited warranty must be performed by a ATC pre-authorized service facility and/or provider.
- All repair requests will require VIN number, current mileage, hours and detailed nature of the problem to be provided before any authorization will be provided. Proof of mileage, hours and/or problem may be required.
- All repairs performed under the terms of this limited warranty MUST be approved by ATC, in advance, in writing, before warranty repairs are performed. REPAIRS MADE WITHOUT AUTHORIZATION ARE NOT COVERED OR IN ANY WAY WARRANTED UNDER THIS OR ANY OTHER WARRANTY.
- Claims for authorized repairs must be submitted within sixty (60) days from authorization and be accompanied with all supporting documentation such as detailed invoices, written explanations of damage/defect and/or photographs or replacement parts.

Components that are covered by their manufacturers' warranties are NOT covered by this limited warranty. Manufacturers' components not covered include, but are not limited to:

- HVAC systems
- Tires
- Batteries
- Seats
- Aftermarket equipment

The following items are excluded from coverage under this limited warranty:

- Repairs performed without ATC's written pre-authorization
- Failure due to damage, improper service or maintenance, improper operation, neglect or misuse
- Components, systems or parts which have been modified, altered or substituted without the prior written authorization from ATC
- Damage or product failure caused by acid rain, freezing, flooding, fire, or any occurrences that may be determined by ATC to be an "Act of God."
- Cosmetic or surface corrosion resulting from stone chips or scratches in paint or other damage or deterioration to physical appearance if such damage is the result of normal wear and tear or exposure to the elements

- Normal maintenance and service items, including alignments, calibrations, filters, fluids, lubricants, wear parts, shop supplies
- Any adjustments required after thirty (30) days of initial retail sale (i.e. door or seat adjustments, etc.)
- Components installed by any party other than ATC or components affected by the installation of any equipment installed by or modifications made by any party other than ATC
- Any loss of use of the product, loss of time or pay, inconvenience, storage, expense for fuel, towing, telephone, travel, lodging, loss or damage to personal property, loss of revenues, the cost of a replacement or rental vehicles or any other costs associated with repair or time out of service.

Owner must perform, at its sole expense, all maintenance recommended by each component manufacturer. Failure to perform recommended maintenance will result in loss of protection under this or component manufactures' limited warranties. Owner must keep records (including all sales receipts and mileage records) demonstrating such maintenance and make them available upon request in order to facilitate an approved warranty claim.

Limited warranty is applicable to any product registered, normally used within and serviced in the United States and/or Canada only. IT IS REQUIRED FOR THE PRODUCT TO BE REGISTERED WITH ATC IMMEDIATELY UPON INITIAL RETAIL SALE. PRODUCTS THAT ARE NOT REGISTERED ARE NOT COVERED UNDER OR SUBJECT TO ANY WARRANTY. LATE PRODUCT REGISTRATION MAY CAUSE DELAYS IN WARRANTY PARTS OR REPAIRS SERVICE.

Disputes arising from any repair, replacement parts or any other aspect of repair and/or warranty shall be resolved in accordance with the procedures of the American Arbitration Association relating to commercial transactions in Bozeman, MT, USA. Arbitration results shall be binding by both parties. Both parties' arbitration-related expenses shall be paid by losing party.

This document represents and incorporates the warranty and limitations of ATC's responsibilities related to its products and the entire understanding of the parties hereto. There are no representations, inducements, side-agreements or understandings except as expressly set forth in this document, and no warranty of merchantability or fitness for a particular use is implied. No person or party is authorized by ATC to make any such additional representations, warranties, side agreements or inducements or any changes to this document, its limitations or coverage.

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE OR PROVINCIAL LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

Acela Truck Company
Warranty Department
80 Shire Trl
Bozeman, MT 59718
+1 (406) 924-3535
www.acelatruck.com
acelacare@acelatruck.com

VEHICLES SOLD DIRECTLY TO END USERS BY ATC ARE AUTOMATICALLY REGISTERED. DEALERS MUST REGISTER VEHICLES IMMEDIATELY UPON RETAIL SALE TO END USER SO THAT ATC MAY RECORD END USER'S RIGHTS UNDER THIS LIMITED WARRANTY AND TO ENSURE PROMPT SERVICE



References

Mr. Jimmy Phillips

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Cell: (240) 285-5996

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Martinsburg, WV 25405

James.phillips7@va.gov

<https://www.va.gov/VHAEMERGENCYMANAGEMENT/OEM>

Chief Ben DeCuir

Deputy Fire Chief - Operations

Seminole County Fire Department

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Cell: (321) 377-8320

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Assistant Chief – C Shift Operations

Seminole County Fire Department

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www.seminolecountyfl.gov/firedepartment

Captain Beau Moreno EMT-P

Captain/ Marine Group Coordinator

Houston Fire Department

Tactical Deployment Division

(Office: (832)-977-2434

Cell: (346) 208-4006

beau.moreno@houstontx.gov

<https://www.houstontx.gov/fire/>



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<https://raleighnc.gov/>

Chief Alex Alicia
Fire Chief - Paterson New Jersey Fire Department
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Paterson, NJ 07501
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Orange County Fire Rescue
Logistics Division
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froilan.rivera@ocfl.net



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: April 28, 2025

MEETING DATE: May 5, 2025

FROM: Jose Reyes, Assistant City Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, rescinding City Commission action taken on February 3, 2025 to reject bids and authorizing the City Manager to award a construction contract for the Commercial Vehicle Parking Area to NM Contracting from McAllen TX. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff is respectfully requesting authorization to rescind City Commission Action taken on 02/03/25 to reject bids, and we are hereby requesting authorization to award, NM Contracting, from McAllen, Texas.

The construction contract amount is not known at this time. As per federal regulations, negotiations with NM cannot begin until after the contract is awarded by the City Commission. Execution of Contract Award is contingent on TXDOT written approval of contracted dollar amount. - (CSJ: 0921-02-423) -Project No. 2324-71-510-C07-293

Fiscal Consideration: Award the project first and then a construction contract amount can be negotiated afterward. Prices have increased since the time that NM's bid was opened on May 20, 2024. Amount shall be approved in writing by TXDOT.

Staff Recommendation: Staff recommends proceeding with actions approved by TXDOT which is to award the construction contract to the low bidder, NM.

Alternatives: No alternative except to loose funding for this project.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jose Reyes
Maria Rangel
Mayra Gomez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 4/28/2025
Approved - 5/2/2025
Approved - 5/2/2025
Approved - 5/2/2025
Approved - 5/2/2025
Final Approval - 5/2/2025



BID OPENING: MAY 30, 2024 AT 3:00 PM
LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

				NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
1	0100-6001	PREPARING ROW	AC 21	\$1,260.00	\$26,460.00	\$2,700.00	\$56,700.00	\$1,000.00	\$21,000.00	\$7,000.00	\$147,000.00	\$4,809.71	\$101,003.91	\$1,800.00	\$37,800.00
2	0104-6029	REMOVING CONC. CURB & GUTTER	LF 65	\$26.25	\$1,706.25	\$15.00	\$975.00	\$10.00	\$650.00	\$20.00	\$1,300.00	\$11.52	\$748.80	\$10.00	\$650.00
3	0105-6091	REMOVING STAB BASE & ASPH (8"-12")	SY 800	\$21.00	\$16,800.00	\$5.00	\$4,000.00	\$4.00	\$3,200.00	\$8.00	\$6,400.00	\$14.12	\$11,296.00	\$5.00	\$4,000.00
4	0110-6001	EXCAVATION (ROADWAY)	CY 13225	\$8.93	\$118,099.25	\$4.00	\$52,900.00	\$15.00	\$198,375.00	\$15.00	\$198,375.00	\$6.41	\$84,772.25	\$14.25	\$188,456.25
5	0110-6002	EXCAVATION (CHANNEL)	CY 9700	\$8.93	\$86,621.00	\$6.00	\$58,200.00	\$8.00	\$77,600.00	\$15.00	\$145,500.00	\$6.40	\$62,080.00	\$7.50	\$72,750.00
6	0132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY 3984	\$26.25	\$104,580.00	\$3.00	\$11,952.00	\$15.00	\$59,760.00	\$6.00	\$23,904.00	\$75.98	\$302,704.32	\$5.00	\$19,920.00
7	0160-6005	FURNISHING AND PLACING TOPSOIL	CY 100	\$6.30	\$630.00	\$15.00	\$1,500.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$7.23	\$723.00	\$30.00	\$3,000.00
8	0164-6004	SEEDING, HYDROMULCH	AC 1.5	\$8,232.84	\$12,349.26	\$2,200.00	\$3,300.00	\$900.00	\$1,350.00	\$2,200.00	\$3,300.00	\$4,342.05	\$6,513.08	\$2,200.00	\$3,300.00
9	0166-6001	FERTILIZER	AC 1.5	\$1,890.00	\$2,835.00	\$750.00	\$1,125.00	\$1,200.00	\$1,800.00	\$750.00	\$1,125.00	\$845.85	\$1,268.78	\$750.00	\$1,125.00
10	0169-6001	SOIL RETENTION BLANKET (CL1)(TYA)	SY 1850	\$19.95	\$36,907.50	\$2.50	\$4,625.00	\$2.00	\$3,700.00	\$3.00	\$5,550.00	\$2.82	\$5,217.00	\$2.50	\$4,625.00
11	0247-6080	FL BS (CMP IN PLC)(TY E GR 4)(6")	SY 75328	\$10.50	\$790,944.00	\$7.00	\$527,296.00	\$7.50	\$564,960.00	\$13.00	\$979,264.00	\$8.77	\$660,626.56	\$5.25	\$395,472.00
12	0247-6423	FL BS (CMP IN PLC)(TY B GR 3)(8")	SY 1550	\$34.65	\$53,707.50	\$19.00	\$29,450.00	\$10.00	\$15,500.00	\$20.00	\$31,000.00	\$11.43	\$17,716.50	\$7.00	\$10,850.00
13	0260-6001	LIME (HYDRATED LIME)(DRY)	TONS 2125	\$378.00	\$803,250.00	\$195.00	\$414,375.00	\$310.00	\$658,750.00	\$320.00	\$680,000.00	\$412.49	\$876,541.25	\$250.00	\$531,250.00
14	0260-6006	LIME TRT (EX MATL)(6")	TONS 22	\$378.00	\$8,316.00	\$400.00	\$8,800.00	\$310.00	\$6,820.00	\$270.00	\$5,940.00	\$807.10	\$17,756.20	\$400.00	\$8,800.00
15	0260-6011	LIME TRT (EXST MATL)(12")	SY 75328	\$6.30	\$474,566.40	\$2.50	\$188,320.00	\$5.00	\$376,640.00	\$2.00	\$150,656.00	\$2.23	\$167,981.44	\$6.75	\$508,464.00
16	0275-6001	CEMENT	TONS 755	\$210.00	\$158,550.00	\$200.00	\$151,000.00	\$300.00	\$226,500.00	\$200.00	\$151,000.00	\$231.86	\$175,054.30	\$190.00	\$143,450.00
17	0275-6003	CEMENT TRT (NEW BASE)(6")	SY 75328	\$4.20	\$316,377.60	\$1.50	\$112,992.00	\$5.00	\$376,640.00	\$2.00	\$150,656.00	\$1.99	\$149,902.72	\$3.50	\$263,648.00
18	0340-6108	D-GR-HMA(SQ) TY-D SAC-B	TONS 4340	\$182.24	\$790,921.60	\$100.00	\$434,000.00	\$185.00	\$802,900.00	\$110.00	\$477,400.00	\$323.99	\$1,406,116.60	\$130.00	\$564,200.00
19	0360-6010	CONC PVMT (CONT REIN- CRCP)(7.5")	SY 41078	\$69.30	\$2,846,705.40	\$83.00	\$3,409,474.00	\$80.00	\$3,286,240.00	\$80.00	\$3,286,240.00	\$86.24	\$3,542,566.72	\$99.00	\$4,066,722.00
20	0360-6012	CONC PVMT (CONT REIN- CRCP)(9.5")	SY 34250	\$76.65	\$2,625,262.50	\$95.00	\$3,253,750.00	\$95.00	\$3,253,750.00	\$84.00	\$2,877,000.00	\$109.90	\$3,764,075.00	\$113.50	\$3,887,375.00



BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

BIDDERS:					NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
21	0402-6001	TRENCH EXCAVATION PROTECTION	LF	3946	\$4.20	\$16,573.20	\$0.10	\$394.60	\$1.00	\$3,946.00	\$3.00	\$11,838.00	\$1.40	\$5,524.40	\$0.01	\$39.46
22	0416-6030	DRILL SHAFT (LIGHT POLE)(24")	FT	288	\$174.30	\$50,198.40	\$298.65	\$86,011.20	\$220.00	\$63,360.00	\$300.00	\$86,400.00	\$81.45	\$23,457.60	\$275.00	\$79,200.00
23	0420-6037	CL C CONC (BENT)	CY	40	\$472.50	\$18,900.00	\$750.00	\$30,000.00	\$800.00	\$32,000.00	\$700.00	\$28,000.00	\$428.57	\$17,142.80	\$1,200.00	\$48,000.00
24	0464-6003	RC PIPE (CL III)(18")	LF	436	\$86.10	\$37,539.60	\$80.00	\$34,880.00	\$80.00	\$34,880.00	\$107.00	\$46,652.00	\$86.17	\$37,570.12	\$110.00	\$47,960.00
25	0464-6005	RC PIPE (CLIII)(24")	LF	1231	\$105.00	\$129,255.00	\$95.00	\$116,945.00	\$90.00	\$110,790.00	\$130.00	\$160,030.00	\$104.31	\$128,405.61	\$140.00	\$172,340.00
26	0464-6007	RC PIPE (CLIII)(30")	LF	645	\$141.75	\$91,428.75	\$133.00	\$85,785.00	\$120.00	\$77,400.00	\$188.00	\$121,260.00	\$225.41	\$145,389.45	\$200.00	\$129,000.00
27	0464-6008	RC PIPE (CLIII)(36")	LF	796	\$210.00	\$167,160.00	\$185.00	\$147,260.00	\$145.00	\$115,420.00	\$257.00	\$204,572.00	\$191.07	\$152,091.72	\$260.00	\$206,960.00
28	0464-6009	RC PIPE (CLIII)(42")	LF	138	\$309.75	\$42,745.50	\$252.00	\$34,776.00	\$185.00	\$25,530.00	\$325.00	\$44,850.00	\$253.73	\$35,014.74	\$330.00	\$45,540.00
29	0464-9001	TIE TO EXIST. 24" STORM STUB OUT	EA	1	\$3,675.00	\$3,675.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$3,136.26	\$3,136.26	\$4,000.00	\$4,000.00
30	0465-6003	MANH (COMP)(PRM)(60 IN)	EA	2	\$6,825.00	\$13,650.00	\$10,000.00	\$20,000.00	\$8,500.00	\$17,000.00	\$6,300.00	\$12,600.00	\$9,811.48	\$19,622.96	\$6,100.00	\$12,200.00
31	0465-6004	MANH (COMP)(PRM)(84 IN)	EA	1	\$6,825.00	\$6,825.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$16,100.00	\$16,100.00	\$18,275.14	\$18,275.14	\$9,000.00	\$9,000.00
32	0465-6168	INLET (COMP) TY A	EA	3	\$6,090.00	\$18,270.00	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$3,300.00	\$9,900.00	\$9,719.84	\$29,159.52	\$5,800.00	\$17,400.00
33	0465-6180	INLET (COMP) (TY C2)(10FT)	EA	3	\$10,290.00	\$30,870.00	\$8,250.00	\$24,750.00	\$9,500.00	\$28,500.00	\$7,200.00	\$21,600.00	\$11,061.57	\$33,184.71	\$3,400.00	\$10,200.00
34	0465-6269	INLET (COMP)(TY C)(2 GRATE)	EA	12	\$6,090.00	\$73,080.00	\$5,500.00	\$66,000.00	\$10,000.00	\$120,000.00	\$4,900.00	\$58,800.00	\$5,137.19	\$61,646.28	\$5,200.00	\$62,400.00
35	0467-6389	SET (TY II)(24")(RCP)(3:1)(P)	EA	1	\$1,890.00	\$1,890.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$2,559.39	\$2,559.39	\$4,800.00	\$4,800.00
36	0467-6449	SET (TY II)(36")(RCP)(3:1)(P)	EA	1	\$4,830.00	\$4,830.00	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$1,900.00	\$1,900.00	\$5,560.47	\$5,560.47	\$8,300.00	\$8,300.00
37	0467-6462	SET (TY II)(42")(RCP)(3:1)(P)	EA	1	\$6,930.00	\$6,930.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$2,600.00	\$2,600.00	\$5,959.03	\$5,959.03	\$10,000.00	\$10,000.00
38	0479-6001	ADJUSTING MANHOLES	EA	2	\$2,940.00	\$5,880.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$2,600.00	\$5,200.00	\$1,474.61	\$2,949.22	\$4,000.00	\$8,000.00
39	0500-6001	MOBILIZATION	LS	1	\$82,215.00	\$82,215.00	\$1,245,000.00	\$1,245,000.00	\$750,000.00	\$750,000.00	\$1,255,000.00	\$1,255,000.00	\$241,816.33	\$241,816.33	\$750,000.00	\$750,000.00
40	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	13	\$5,775.00	\$75,075.00	\$1,000.00	\$13,000.00	\$5,000.00	\$65,000.00	\$3,000.00	\$39,000.00	\$11,588.84	\$150,654.92	\$3,200.00	\$41,600.00



BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

BIDDERS:					NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
41	0506-0000	CONSTRUCTION ENTRANCE, NOI AND NOT	LS	1	\$65,572.50	\$65,572.50	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$32,390.54	\$32,390.54	\$30,000.00	\$30,000.00
42	0529-6002	CONC CURB (TY II)	LF	3992	\$10.50	\$41,916.00	\$7.50	\$29,940.00	\$15.00	\$59,880.00	\$7.00	\$27,944.00	\$24.81	\$99,041.52	\$21.00	\$83,832.00
43	0529-6030	CONC CURB & GUTTER (VALLEY GUTTER)(72")	LF	149	\$58.80	\$8,761.20	\$95.00	\$14,155.00	\$165.00	\$24,585.00	\$90.00	\$13,410.00	\$30.45	\$4,537.05	\$75.00	\$11,175.00
44	0529-6031	CONC CURB & GUTTER (VALLEY GUTTER)(36")	LF	72	\$29.40	\$2,116.80	\$75.00	\$5,400.00	\$80.00	\$5,760.00	\$50.00	\$3,600.00	\$28.20	\$2,030.40	\$65.00	\$4,680.00
45	0531-6013	CURB RAMPS (TY10)	EA	2	\$2,625.00	\$5,250.00	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$2,000.00	\$4,000.00	\$2,819.51	\$5,639.02	\$1,650.00	\$3,300.00
46	0531-6042	CONC. SIDEWALKS (5")	SY	52	\$56.70	\$2,948.40	\$100.00	\$5,200.00	\$2,700.00	\$140,400.00	\$100.00	\$5,200.00	\$65.93	\$3,428.36	\$105.00	\$5,460.00
47	0550-6009	CHAIN LINK FENCE (INSTALL)(6")(BARB TOP)	LF	3225	\$57.75	\$186,243.75	\$32.00	\$103,200.00	\$45.00	\$145,125.00	\$30.00	\$96,750.00	\$36.97	\$119,228.25	\$75.00	\$241,875.00
48	0550-9001	6-FT CEDAR FENCE (INSTALLED)	LF	890	\$50.40	\$44,856.00	\$28.80	\$25,632.00	\$35.00	\$31,150.00	\$20.00	\$17,800.00	\$50.75	\$45,167.50	\$50.00	\$44,500.00
49	0610-6056	IN RD IL AM (TY AL)(40 S-8)	EA	26	\$1,365.00	\$35,490.00	\$12,488.91	\$324,711.66	\$1,500.00	\$39,000.00	\$12,500.00	\$325,000.00	\$3,383.41	\$87,968.66	\$11,500.00	\$299,000.00
50	0618-6033	CONDT (PVC)(SCH 40)(4")	LF	6200	\$28.35	\$175,770.00	\$59.73	\$370,326.00	\$20.00	\$124,000.00	\$60.00	\$372,000.00	\$13.18	\$81,716.00	\$55.00	\$341,000.00
51	0628-9000	ELC SRV 480/277/100 AMP	LS	1	\$378,000.00	\$378,000.00	\$46,154.65	\$46,154.65	\$15,000.00	\$15,000.00	\$46,100.00	\$46,100.00	\$28,195.11	\$28,195.11	\$42,500.00	\$42,500.00
52	0644-9001	R1-1 (STOP)(30"X30") MOUNTED SIGN	EA	2	\$834.75	\$1,669.50	\$795.00	\$1,590.00	\$1,200.00	\$2,400.00	\$870.00	\$1,740.00	\$896.60	\$1,793.20	\$800.00	\$1,600.00
53	0644-9002	R2-1 (SPEED LIMIT)(24"X30") MOUNTED SIGN	EA	1	\$834.75	\$834.75	\$795.00	\$795.00	\$1,200.00	\$1,200.00	\$870.00	\$870.00	\$896.60	\$896.60	\$800.00	\$800.00
54	0644-9003	R4-7 (KEEP RIGHT)(24"X30") MOUNTED SIGN	EA	1	\$834.75	\$834.75	\$795.00	\$795.00	\$1,200.00	\$1,200.00	\$910.00	\$910.00	\$896.60	\$896.60	\$800.00	\$800.00
55	0644-9004	R5-1 (NO LEFT TURN) (ENTER)(30"X30") MOUNTED SIGN	EA	2	\$834.75	\$1,669.50	\$795.00	\$1,590.00	\$1,200.00	\$2,400.00	\$930.00	\$1,860.00	\$448.30	\$896.60	\$800.00	\$1,600.00
56	0666-6047	REFL PAV MARK TY I (W)24"(SLD)(60MIL)	LF	46	\$12.60	\$579.60	\$12.31	\$566.26	\$12.00	\$552.00	\$10.00	\$460.00	\$13.53	\$622.38	\$12.00	\$552.00
57	0666-6053	REFL PAV MARK TY I (W)ARROW(60MIL)	EA	25	\$131.25	\$3,281.25	\$128.25	\$3,206.25	\$250.00	\$6,250.00	\$130.00	\$3,250.00	\$140.98	\$3,524.50	\$125.00	\$3,125.00
58	0666-6077	REFL PAV MARK TY I (W)WORD(60MIL)	EA	1	\$498.75	\$498.75	\$487.36	\$487.36	\$250.00	\$250.00	\$490.00	\$490.00	\$535.71	\$535.71	\$475.00	\$475.00
59	0666-6207	REFL PAV MARK TY II (Y)4"(SLD)	LF	52000	\$1.31	\$68,120.00	\$1.28	\$66,560.00	\$0.80	\$41,600.00	\$1.00	\$52,000.00	\$1.41	\$73,320.00	\$1.25	\$65,000.00
60	5131-6001	FIXED BOLLARDS	EA	80	\$1,890.00	\$151,200.00	\$450.00	\$36,000.00	\$950.00	\$76,000.00	\$1,300.00	\$104,000.00	\$620.29	\$49,623.20	\$1,500.00	\$120,000.00



BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

BIDDERS:					NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
61	5155-6002	AUTOMATIC SWING GATE (DOUBLE)	EA	2	\$15,750.00	\$31,500.00	\$10,610.00	\$21,220.00	\$10,000.00	\$20,000.00	\$29,200.00	\$58,400.00	\$4,736.78	\$9,473.56	\$5,000.00	\$10,000.00
62	7049-6011	FURNISH/INSTALL 6" C900 DR18	LF	837	\$29.40	\$24,607.80	\$39.46	\$33,028.02	\$55.00	\$46,035.00	\$30.00	\$25,110.00	\$48.35	\$40,468.95	\$43.00	\$35,991.00
63	7049-6012	FURNISH/INSTALL 8" C900 DR18	LF	2820	\$42.00	\$118,440.00	\$45.75	\$129,015.00	\$60.00	\$169,200.00	\$40.00	\$112,800.00	\$57.99	\$163,531.80	\$46.00	\$129,720.00
64	7049-6043	CASING STEEL (14IN)	LF	813	\$155.40	\$126,340.20	\$95.00	\$77,235.00	\$130.00	\$105,690.00	\$540.00	\$439,020.00	\$87.04	\$70,763.52	\$110.00	\$89,430.00
65	7049-6045	CASING STEEL (18IN)	LF	48	\$189.00	\$9,072.00	\$300.00	\$14,400.00	\$190.00	\$9,120.00	\$370.00	\$17,760.00	\$401.19	\$19,257.12	\$310.00	\$14,880.00
66	7049-6087	TAPPING SLEEVE & VALVE (12"X6")	EA	3	\$5,197.50	\$15,592.50	\$4,500.00	\$13,500.00	\$10,000.00	\$30,000.00	\$4,400.00	\$13,200.00	\$5,589.42	\$16,768.26	\$7,000.00	\$21,000.00
67	7049-6088	TAPPING SLEEVE & VALVE (12"X8")	EA	2	\$6,843.90	\$13,687.80	\$5,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$6,489.67	\$12,979.34	\$8,000.00	\$16,000.00
68	7168-6010	SAN. SEWER (8 IN)(PVC)(SDR26) < 10'	LF	700	\$39.90	\$27,930.00	\$85.00	\$59,500.00	\$62.00	\$43,400.00	\$50.00	\$35,000.00	\$61.13	\$42,791.00	\$80.00	\$56,000.00
69	7168-6032	SERVICE CONNECTION (SAN SEWER)	EA	2	\$1,575.00	\$3,150.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$3,100.00	\$6,200.00	\$2,647.58	\$5,295.16	\$1,400.00	\$2,800.00
70	7179-6004	CONNECT PRO SAN SWR MAIN TO EX STUBOUT	EA	1	\$7,875.00	\$7,875.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$4,219.25	\$4,219.25	\$3,000.00	\$3,000.00
71	7182-6016	SAN SEW (LATERAL)(6")	LF	30	\$36.75	\$1,102.50	\$175.00	\$5,250.00	\$3,500.00	\$105,000.00	\$150.00	\$4,500.00	\$238.68	\$7,160.40	\$50.00	\$1,500.00
72	7196-6003	HYDROSTATIC TESTING/CHLORINATION	LS	1	\$3,675.00	\$3,675.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$6,300.00	\$6,300.00	\$29,322.91	\$29,322.91	\$5,000.00	\$5,000.00
73	7196-6074	GATE VALVE & BOX (8")	EA	4	\$2,940.00	\$11,760.00	\$3,500.00	\$14,000.00	\$1,500.00	\$6,000.00	\$7,400.00	\$29,600.00	\$4,006.33	\$16,025.32	\$3,200.00	\$12,800.00
74	7242-6011	4' DIA SANITARY SEWER MANHOLE (0'-6' DEEP)	EA	3	\$11,434.50	\$34,303.50	\$10,000.00	\$30,000.00	\$6,000.00	\$18,000.00	\$11,800.00	\$35,400.00	\$9,638.81	\$28,916.43	\$8,000.00	\$24,000.00
75	7242-6014	EXTRA DEPTH 4' DIA SANITARY SWR MANHOLE	VF	4	\$1,984.50	\$7,938.00	\$11,000.00	\$44,000.00	\$750.00	\$3,000.00	\$12,500.00	\$50,000.00	\$705.77	\$2,823.08	\$1,000.00	\$4,000.00
76	7276-6049	FURNISH & INST FIRE HYDRANT w/ 6" GATE VALVE	EA	8	\$11,025.00	\$88,200.00	\$7,250.00	\$58,000.00	\$7,500.00	\$60,000.00	\$8,400.00	\$67,200.00	\$9,081.00	\$72,648.00	\$8,000.00	\$64,000.00
77	7286-6002	HYDRANT RELOCATION	EA	1	\$3,990.00	\$3,990.00	\$3,750.00	\$3,750.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$5,422.40	\$5,422.40	\$7,000.00	\$7,000.00
78	7300-6021	WATR SERV 1" SHRT SIDE NEW METR & CONCT	EA	1	\$3,360.00	\$3,360.00	\$1,300.00	\$1,300.00	\$3,000.00	\$3,000.00	\$4,900.00	\$4,900.00	\$4,938.20	\$4,938.20	\$1,000.00	\$1,000.00
79	7300-6023	WATR SERV 2" SHRT SIDE NEW METR & CONCT	EA	2	\$3,932.25	\$7,864.50	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$2,700.00	\$5,400.00	\$3,046.62	\$6,093.24	\$2,000.00	\$4,000.00
80	7313-6019	CONNECT TO EXISTING 8-IN WATER LINE	EA	1	\$3,990.00	\$3,990.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$3,572.25	\$3,572.25	\$2,000.00	\$2,000.00



BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

BIDDERS:					NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
81	7324-6005	DUCTILE IRON FITTINGS	TONS	1.1	\$6,825.00	\$7,507.50	\$15,000.00	\$16,500.00	\$1,000.00	\$1,100.00	\$6,100.00	\$6,710.00	\$9,517.94	\$10,469.73	\$10,000.00	\$11,000.00
82	7326-6007	SANITARY SEWER TWO-WAY CLEANOUT	EA	2	\$3,990.00	\$7,980.00	\$4,000.00	\$8,000.00	\$1,100.00	\$2,200.00	\$2,500.00	\$5,000.00	\$2,539.56	\$5,079.12	\$150.00	\$300.00
GRAND TOTAL					\$11,888,058.76		\$12,290,043.00		\$12,838,858.00		\$13,500,296.00		\$13,693,255.33		\$14,199,491.71	
BID BOND:					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
BID SUBMITTAL CHECKLIST					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
DISCLOSURE LOBBYING ACTIVITIES					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
NON-COLLUSION AFFIDAVIT					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
CHILD SUPPORT FORM					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
CONTRACTOR ASSURANCES					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
BIDDER CHECK RETURN					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
SUB CONTRACTORS					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		BLANK	
SOQ					SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
ACKNOWLEDGEMENT ADDENDUM					ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED	



600 W. Interstate 2 | Pharr, Texas 78577-1231
956.702.6100
www.txdot.gov

August 16, 2024

The Honorable Ambrosio Hernandez
Mayor
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

RE: Commercial Vehicle Parking Area
CSJ: 0921-02-423
Concurrence to Award Contract

Dear Mayor Hernandez:

We have completed our review of the bid package and analysis that was included with the City of Pharr letter dated July 10, 2024, and we do concur with awarding the contract to **NM Contracting, LLC** with their low bid amount of **\$11,888,058.76**. The City of Pharr may now award the contract and move forward with construction operations.

Ms. Bahareh Bathaei, P.E. out of the Pharr Area Office will serve as our construction project manager and your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the City of Pharr will need to follow can be found at <http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>.

If you have any questions, feel free to call me or our Advanced Project Delivery Supervisor, Margil Maldonado, Jr., P.E. at (956) 702-6134.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Pedro R. Alvarez".
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:

Maria Rangel, P.E., Assistant City Engineer, RPIC, City of Pharr
Rex A. Costley, P.E., Pharr Deputy District Engineer
Norma Y. Garza, P.E., Pharr District TP&D Director
Hector E. Siller, P.E., P.M.P., Pharr Area Engineer
Margil Maldonado Jr., P.E., Pharr District Advanced Project Delivery Supervisor
Francisco Chapa, P.E., Pharr District Project Manager, Advanced Project Delivery Section
Bahareh Bathaei, P.E., Pharr Area Office Construction Project Manager



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.B.

DATE SUBMITTED: May 2, 2025

MEETING DATE: May 5, 2025

FROM: Abel Molina, Special Events
Director

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

Agenda Item: Consideration and action, if any, on agreement with MacGregor Entertainment for carnival attractions for the City of Pharr Avocado Festival on October 11th, 2025. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Booking of carnival rides as part of the entertainment for the Avocado Festival

Fiscal Consideration: Total cost for these services is \$86,350 with a required deposit of \$43,175 by May 19th, 2025

Staff Recommendation: Staff recommends approval.

Alternatives: Deny this request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Abel Molina
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 5/2/2025
Approved - 5/2/2025
Approved - 5/2/2025
Final Approval - 5/2/2025

MacGregor Entertainment Rental Agreement

Host: City of Pharr

Event Title: Avocado Festival

Location: 118 S. Cage Blvd. Pharr, TX 78577

POC Name, Email, Cell: Crystal Lugo 956-638-2545 crystal.lugo@pharr-tx.gov

Planner: Tate MacGregor- MacGregor Entertainment

Contact: macgregorentertainment@yahoo.com P.O.Box 239 Crawford, TX 76638

This document serves as a binding contract between (The City of Pharr) hereafter known as "Host" and (MacGregor Entertainment) hereafter known as "Planner."

The Host desires to engage the services for the event starting on (October 11, 2025) at the (set-up) Locations of (118 S. Cage Blvd. Pharr, TX)

Both parties agree to abide by the following conditions. The Event will be as follows: Amusement Ride Rental Agreement.

The Host shall pay the Planner a total of (\$86,350) for all services stated below. A 50% deposit of \$43,175 will be paid to the planner upon booking, by/before 5/19/25. The remaining 50% of \$43,175 will be paid to the planner upon the set up of said event.

The Planner will be in charge of the following aspects of the event: will deliver, set up and operate (1) Eli Eagle Ferris Wheel, (1) Fireball, (1) Ballistic Swings, (1) MindWinder, (1)Tubs of fun, (1) Apple Spin, (1) 3ft Carousel, (1) Jokers Wild.

The Amusement ride(s) delivery is subject to change. First drop off could take place up to 3 weeks before said event. Final drop off and set up will be 2-3 days before said event. Rides will be off the street and torn town by midnight the following night- post event.

The Planner will operate all carnival attractions on Saturday October 11, 2025 with operating hours beginning: 2:00 pm - 11:00 pm for a sum total of (9) hours of operation.

The Host shall not enter into any other carnival attractions related contracts on behalf of the Planner's knowledge and consent.

If the Host cancels within {165 Days} of the event they will be refunded {50%} of the original deposit fee. If the Host cancels within {110 Days} of the event the Host will receive {25%} of the original deposit and after {55 Days} no refund will be given.

If the Planner cancels, {he/she} will either provide a substitute planner or refund the full Deposit. And If weather should become unsafe during the event, per insurance policy rides are subject to be closed at Planner's discretion to insure the safety of all participants, In the event this shall occur, no fees will be refunded.

The Host will be responsible for all their local city amusement ride permits for this event. The Host shall be liable to pay the full amount of \$86,350 to the Planner, even (IF) or shall the event be canceled due to inclement weather once Planner starts to arrive with the first delivery of the Planner's equipment.

Signatures required on the following page.



(Host Signature)

(Date)

(Planner's Signature)

(Date)



MacGregor Entertainment

INVOICE

Date 5/1/25

Tate Macgregor
Cell: (254) 717-8860

P.O. Box 239 Crawford, TX 76638
macgregorentertainment@yahoo.com

We Specialize in Safe, Clean, Family Fun.

Billing Name City of Pharr

Billing Company _____

Address _____

State/Province TX Zip Code 78577

Phone 956-638-2545 Fax _____

Email _____

Event Date 10/11/25 Event Time(Start to Finish) 2p-11p

QTY	RIDE	Price per Unit	TOTAL
	Eli Eagle 68' Ferris Wheel	\$25,000	
	Fireball	\$15,000	
	Ballistic Swings	\$4,500	
	Jokers Wild	\$8,500	
	Mind Winder	\$4,500	
	35ft Carousel	\$7,500	
	Apple Sin	\$9,000	
	Tubs of fun	\$4,500	\$78,500
	+ \$7,850 (10% distance fee)		\$86,350

DEPOSIT REQUIRED \$43,175 due by 5/19/25 **TOTAL** _____