

**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, NOVEMBER 3, 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 November 3, 2025, as the Mayor's Monarch Pledge Day.
- B) Proclamation proclaiming November 2025 as Alzheimer's Disease Awareness and Family Caregivers Month.

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

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

- A) Public hearing on development services cases

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

- A) City Engineer's Report
- B) Submission of Sales Tax Collection Reports for August, September, and October 2025.
- C) Trailblazer Recognition
- D) Recognition for 2025 Scenic City People's Choice Award
- E) Presentation by Pharr Police Department on Uniform Crime Reporting (UCR) Statistics
- F) Presentation by The Museum of South Texas History
- G) City Events of Interest

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

- A) Approval of Minutes for October 6, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (CITY CLERK'S OFFICE)
- B) Consideration and action, if any, on Ordinance renaming public roadway from West Doffing to Doffing Canal. (Control Section AA4018 and Official Route Number 109AA4018) **(3rd & Final Reading) This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)
- C) Consideration and action, if any, on Ordinance creating the Maintenance Department. **(3rd & Final Reading) This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)
- D) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 15 ft. by 303 ft. utility easement, consisting of 0.104 of an acre (4,545 square feet) located on Lot 1, Doniaz Subdivision, Pharr, Hidalgo County, Texas **(2nd Reading). This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
- E) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 20 ft. by 375.03 ft. utility easement, consisting of 0.17 of an acre (7,500.60 square feet) located on Lot 1, Border Subdivision, Pharr, Hidalgo County, Texas **(2nd Reading). This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) Consideration and action, if any, on Ordinance amending Ordinance O-2017-21 establishing requirements, administrative approval route for all Run/Walk events and other applicable activities. **(2nd Reading) This item supports QL - Quality of Life. (SPECIAL EVENTS)**

G) Consideration and action, if any, on Ordinance amending Ordinance O-2013-20 establishing requirements and administrative approval for open air events or activities. **(2nd Reading) This item supports QL - Quality of Life. (SPECIAL EVENTS)**

H) Consideration and action, if any, on request from St. Frances Xavier Cabrini Church for assistance during the Cabalgata a la Virgen de Guadalupe on Sunday, December 7, 2025 from 1:00 p.m.-3:00 p.m. **This item supports QL - Quality of Life. (SPECIAL EVENTS)**

I) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals (RFP) for the purchase and installation of artificial turf at the City's athletic sports complexes. **This item supports IF - Infrastructure. (PURCHASING)**

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

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

1. Jennifer Smith, representing Brookhaven Events LLC., owner, DBA Brookhaven Event Center, has filed with the Planning and Zoning Commission a request for a 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 0.33 acres, more or less, out of Lot 2, Matt's Cash and Carry Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 404 East Interstate Highway 2, Building C. CUP#250811 **This item supports EV - Economic Vitality.**

2. Oscar R. Romo and Priscilla Romo, DBA Cigar Society, have filed with the Planning and Zoning Commission a request for a 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 all of Lots 21, 22, 23 and 24, Block 29, Original Townsite of Pharr, Hidalgo County, Texas. The property is physically located at 116 West State Avenue. CUP#250912 **This item supports EV - Economic Vitality.**

3. Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food truck. The property is legally described as Lot 1, De Alba Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 902 South Cage Boulevard. CUP#240818 **This item supports EV - Economic Vitality.**

4. Parmveer Lidhar, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility. The property is legally described as Lots 2 and 3 of the Southwind Gardens Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The property's physical address is 1804 West Ridge Road. CUP#250913 **This item supports EV - Economic Vitality.**

5. EGS & Associates LLC., d/b/a JT Tavern, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.13 acres, more or less, out of Lot 1, Pattinson Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 503 West Nolana Loop. CUP#250914 **This item supports EV - Economic Vitality.**

6. Dr. Jonathan B. Flores, City Manager on behalf of the City of Pharr, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.06 acres net out of the South 165.10 ft. of the North 260.10 ft. of the West 543.20 ft. out of Lot 156, Kelly-Pharr Tract, Pharr, Hidalgo County, Texas. The property is physically located at 1889 North Cage Boulevard. COZ#251019 **This item supports EV - Economic Vitality.**

L) PLATS:

1. M2 Engineering, PLLC., representing Jorge A. Andrade, Manager for Blue-Man Investments, LLC., is requesting final plat approval of the proposed Blue-Man Acres Subdivision. The property is legally described as being 17.425 acres out of Lots 6 and 7, Re-Subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 10200 Block of South Veterans Boulevard. SUB#230204 **This item supports EV - Economic Vitality.**

2. Melden & Hunt Inc., representing Deyanira I. Guerrero, Managing Member for Little Explorers Development & Learning Center, LLC., is requesting final plat approval of the proposed Little Explorers Academy Subdivision. The property is legally described as being a Re-subdivision of 2.958 acres being a 2.50 acre part or portion out of Lot 5, Block 8, A.J. McColl Subdivision and 0.458 of one acre out of Lot 1, C.D. Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2300 Block of South Jackson Road. SUB#201030 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance creating the Golf Department. **(Adoption on One Reading) This item supports SG - Sound Governance and Fiscal Sustainability. (ADMINISTRATION)**

B) Consideration and action, if any, on Ordinance authorizing the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025 and levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; setting certain parameters for the obligations; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing matters incident thereto. **(Adoption on One Reading) This item supports IF - Infrastructure. (FINANCE)**

C) Consideration and action, if any, on an ordinance authorizing the issuance of the City of Pharr, Texas International Toll Bridge System Revenue Bonds, Series 2025, approving an official statement, authorizing the execution of a purchase contract, and making provisions for the security thereof, delegating authority to certain city officials to approve all final terms of the bonds, and authorizing amendment to the City's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject; and declaring an effective date. **(Adoption on One Reading) This item supports IF - Infrastructure. (FINANCE)**

D) Consideration and action, if any, on Resolution authorizing a partnership between the City of Pharr and The Museum of South Texas History. **This item supports QL - Quality of Life.** (LIBRARY)

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

F) Consideration and action, if any, on Resolution appointing/reappointing three (3) members to the Tierra Del Sol Golf Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (GOLF)

G) Consideration and action, if any, on Resolution authorizing participation in the Texas General Land Office (GLO) Resilient Communities Program to support the development code updates and designating authorized representatives for grant administration. **This item supports SG - Sound Governance and Fiscal Sustainability.** (GMCD)

8. ADMINISTRATIVE:

A) Consideration and action, if any, accepting the City of Pharr Audited Financial Statements for FY 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

9. PURCHASING:

A) Consideration and action, if any, authorizing the City Manager to purchase one (1) Pierce Enforcer Pumper from Siddons Martin Emergency Group, LLC utilizing BuyBoard Cooperative Purchasing Contract Number 746-24 in the amount of \$1,181,890.00. **This item supports SSC - Safe and Secure Community.** (FIRE)

B) Consideration and action, if any, authorizing the City Manager to purchase Self Contained Breathing Apparatus for the Fire Department from MES utilizing the Houston Galveston Area Council Cooperative Purchasing Contract Number EE 11-24 in the amount of \$458,720.00. **This item supports SSC - Safe and Secure Community.** (FIRE)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to amend the Professional Service Contract with The Warren Group of McAllen, Texas for the Pharr Events Center Project to include Civil Engineering Services. **(TABLED) This item supports IF - Infrastructure.** (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to execute a Lease Agreement with A&N Iglesias, Limited, at 710 S Cage Boulevard to provide administrative offices for the Fire Department. **This item supports SSC - Safe and Secure Community.** (FIRE)

C) Consideration and action, if any, on First Amendment to Land Lease Agreement between the City of Pharr and Cellco Partnership d/b/a Verizon Wireless for a cellular tower at the Waste Water Treatment Plant property. **This item supports EV - Economic Vitality.** (IT)

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

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

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

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

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

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

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

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

13. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4200 Ext 1201 or FAX 956-475-3442 or Email cityclerksoffice@pharr-tx.gov for further information. Braille is not available.2

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 28th day of October 2025 at 4:30 p.m. and will remain posted continuously for at least three (3) business days preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 28th day of October 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 monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but when compared to today's numbers, the population has dropped by more than 80%; and

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Pharr has played a leadership role by dedicating a significant amount of park acreage to native fauna and flora; and

WHEREAS, every citizen of the City of Pharr can make a difference for the monarch by planting native milkweed and other nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the people of City of Pharr who have already joined me in creating healthy habitat for these magnificent butterflies, I am honored to continue to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and I encourage other city officials across our great nation to take a stand with me so that the monarch butterfly will once again flourish across the continent.

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 November 03, 2025, as:

"Mayors' Monarch Pledge Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of November 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, Alzheimer’s disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and

WHEREAS, an estimated 7 million people in the United States are living with Alzheimer’s, including 459,300 in Texas; and

WHEREAS, Alzheimer’s disease is the sixth leading cause of death in the United States and the fifth leading cause among the elderly; and

WHEREAS, according to the Alzheimer’s Association’s Facts and Figures report, the direct costs of caring for those with Alzheimer’s to American society is valued at \$384 billion and more than 12 million caregivers provide 19 billion hours of unpaid care to those with Alzheimer’s or other dementia; and in Texas, nearly 1.1 million family members and friends cared for people with Alzheimer’s and other dementia, providing 1.9 billion hours of unpaid care, with the annual value of this caregiving totaling \$33.1 billion; and

WHEREAS, in recognition of the individuals, families, friends and caregivers dealing with Alzheimer’s disease, and the researchers who are seeking a cause or cure; and

WHEREAS, the City of Pharr recognizes the efforts of the Alzheimer’s Association to raise funds and promote awareness to fight Alzheimer’s and other dementia, thereby improving the quality of human life for those living with Alzheimer’s disease and their caregivers.

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

“Alzheimer’s Disease Awareness and Family Caregivers Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of November 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 4.A.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 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 - 10/22/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 17, 2025

MEETING DATE: November 3, 2025

FROM: Maria Rangel, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Pilar Rodriguez

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
Pilar Rodriguez
City Management Office

Created/Initiated - 10/17/2025
Approved - 10/17/2025
Final Approval - 10/17/2025



Report on Capital Improvement Project Activity Construction – November 2025

**City Engineer – Patrizia Longoria, P.E.
Monday, November 03, 2025**



Pharr
Engineering



City Engineers Report

Engineer: Halff Associates, Inc.
Contractor: TBD
CM: Brownstone Consultants, LLC
Status:

- Bid Opening for re-bid on Thur., June 20, 2024.
- Bid Analysis and recommendation sent to TxDOT for concurrence on Fri. July 05, 2024
- Received concurrence from TxDOT on Aug. 22, 2024.
- Awarded project at City Commission on Tue. Sept. 03, 2024.
- Pre-Construction Meeting was held on October 23, 2024.

Next Steps:

- Construction ongoing

Start Contract Time: November 04, 2024
Contract Time: 425 standard workweek days (22 mo.) + 30 (8/18/2025) = 455
Time to Date (10/25/25): ~255 (56.0%)
End Contract Time: July 17, 2026 (latest schedule August 26, 2026)
Contract Amount: \$45,253,972.12
Change Orders: \$22,835.40 (8/18/2025)
Revised Contract: \$45,276,807.52
PCOs: 7, -\$29,533.29, 48 days
Total Paid to Date (1-11): \$13,134,445.05 (29%) (9/25/2025)
Latest Reimbursement Requests: #7 for \$800,878.97 (submitted 10/07/2025; total to date \$7,514,111.28)

Month	Total Amount Paid to Date (%)	Total Time to Date (%)
November '24	1.0	3.5
December '24	1.7	8.7
January '25	5.1	14.1
February '25	9.2	19.1
March '25	12.2	23.8
April '25	14.8	29.2
May '25	16.6	34.1
June '25	21.3	39.5
July '25	23.2	44.5
August '25	25.2	49.4
September '25	29.0	51.2
October '25	TBD	56.0

Dock Expansion Phase I, II & Ag Lab (DAP FY 16)



Pharr
Engineering



CSJ: 0921-02-424
CSJ: 0921-02-424
CSJ: 0921-02-433

CONSTRUCTION





10-08-2025 – 3rd lift of flexible base at generator yard.

Dock Expansion Phase I, II & Ag Lab (DAP FY 16)



Pharr
Engineering



CSJ: 0921-02-424

CSJ: 0921-02-424

CSJ: 0921-02-433

CONSTRUCTION

Engineer: Structural Engineering Associates, Inc. (SEA)
CM: Brownstone Consultants, LLC
Contractor: IOC Company, LLC
Status:

- Project is under construction.
- OSB easements have been finalized. Light easements are being worked on.
- HCID No. 2 Agreement and Temporary Construction Permit were executed

Next Steps:

- Construction ongoing

Start Contract Time: August 05, 2024

Contract Time: 480 calendar days + 30 (int'l span, 2/25/25) + 15 (weather, SEJ, 5/19/2025) + 02 (9/2/25) = 527

Time to Date (10/25/25): 446 calendar days (84.63%)

End Contract Time: January 12, 2026 (latest schedule 01/13/26)

Contract Amount: \$47,601,706.75

Change Orders: -\$824,457.60 (OSB, 2/25/25)
\$36,317.42 (SEJ, 05/19/2025)
\$15,206.86 (9/2/2025)

Revised Contract: \$46,828,773.43

Total Paid to Date (1-14): \$31,607,313.65 (67.5%) (9/25/2025)

Latest Reimbursement Request: #11 & Final (9/09/2025)

Month	Total Amount Paid to Date (%)	Total Time to Date (%)
August '24	5.63	4.17
September '24	6.92	10.63
October '24	9.98	16.88
November '24	15.83	23.33
December '24	20.02	29.58
January '25	23.14	36.04
February '25	28.40	42.5
March '25	34.26	45.49
April '25	40.25	51.6
May '25	46.42	57.45
June '25	50.74	61.71
July '25	55.95	67.43
August '25	58.75	73.33
September '25	67.50	78.94
October '25	TBD	84.63

International Bridge Expansion

CSJ: 0921-02-479



Pharr
Engineering



CONSTRUCTION

Ongoing Work

Reinforced Concrete Slab **50%**

Ongoing Work

Deck Panels Installed **60%**

Ongoing Work

Girders Installed **85%**

Ongoing Work

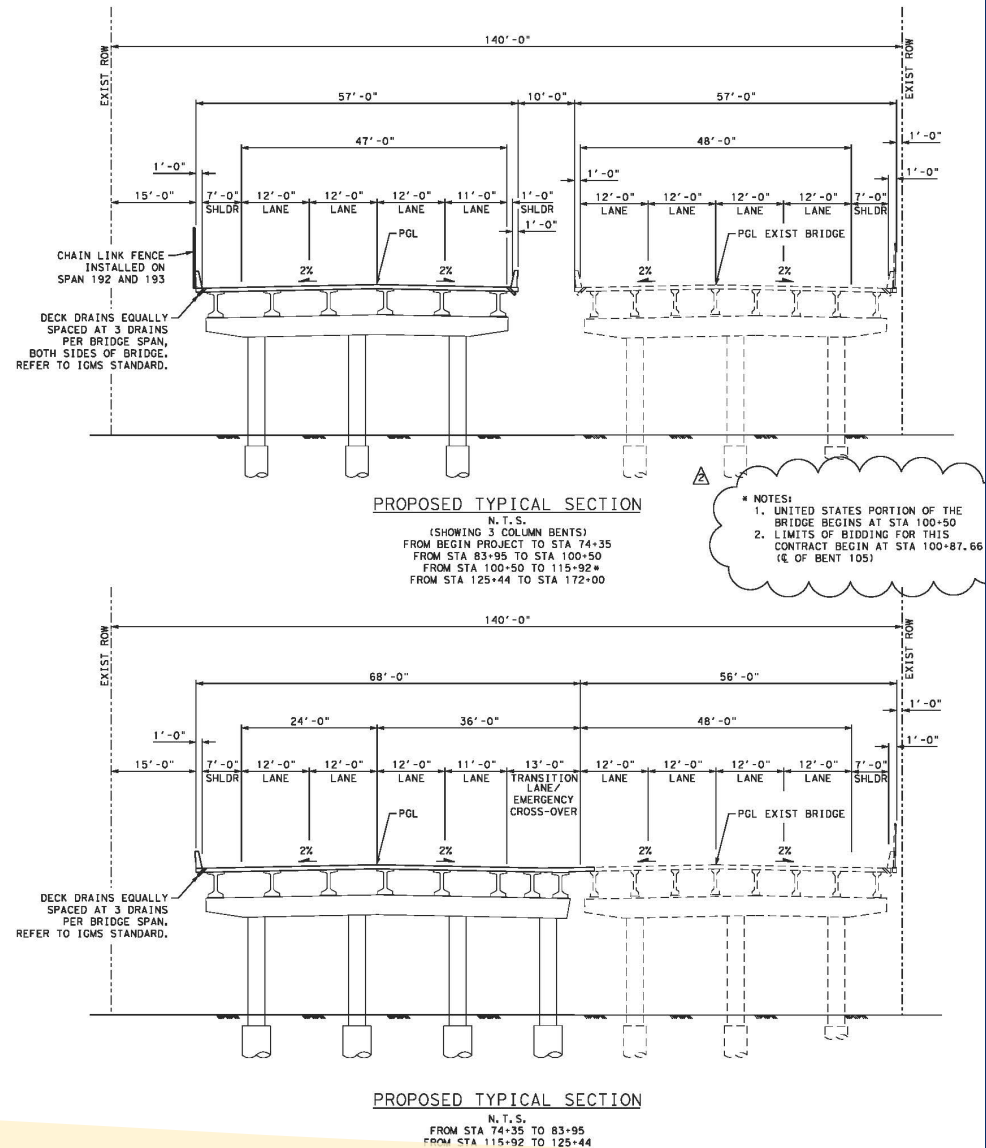
Precast Bent Caps Installed **95%** (pending bent caps at Bent 105, 190, and 193)

Ongoing Work

Columns Completed **96%** (pending columns at Bent 105 and 193)

Ongoing Work

Drilled Shafts Completed **100%** (pending two drill shafts at Bent 105)



International Bridge Expansion

CSJ: 0921-02-479



Pharr
Engineering



CONSTRUCTION



10-15-2025 – At Rio Grande River looking northeast.

International Bridge Expansion

CSJ: 0921-02-479



Pharr
Engineering



CONSTRUCTION



10-15-2025 – Around Unit 42 looking north.

International Bridge Expansion

CSJ: 0921-02-479



Pharr
Engineering



CONSTRUCTION



10-14-2025 – Crew installing wood form railings at the east and west ends of Unit 42.

International Bridge Expansion

CSJ: 0921-02-479



Pharr
Engineering



CONSTRUCTION

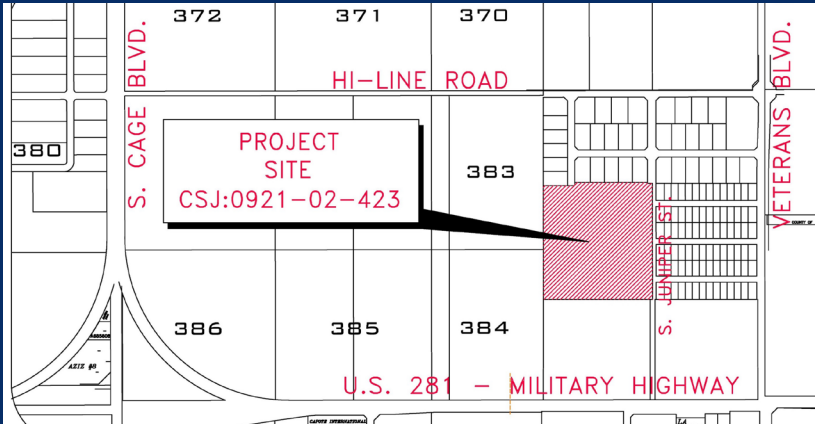
Engineer: Javier Hinojosa Engineering
Contractor: NM Contracting LLC
CM: City of Pharr
Location: 10200 S. Juniper St.
Status:

- Bid opening was on Thur., May 30, 2024, and a total of six (6) bids were received.
- City Commission awarded the project to NM Contracting on Monday, May 5, 2025
- Pre-Construction Meeting was held on Thursday, July 03, 2025.
- Contract time started Wednesday, July 16, 2025.

Next Steps:

- Contractor is lime treating the subgrade.
- Start Contract Time:** July 16, 2025
Contract Time: 275 standard workweek days
Time to Date (10/25/25): 73 (26.5%)
End Contract Time: August 19, 2026
Contract Amount: \$11,888,058.76
Change Orders: \$0
Total Paid to Date: \$447,232.68 (8/25/2025, 3.76%)
Latest Reimbursement Requests: \$72,448.43 (#1)

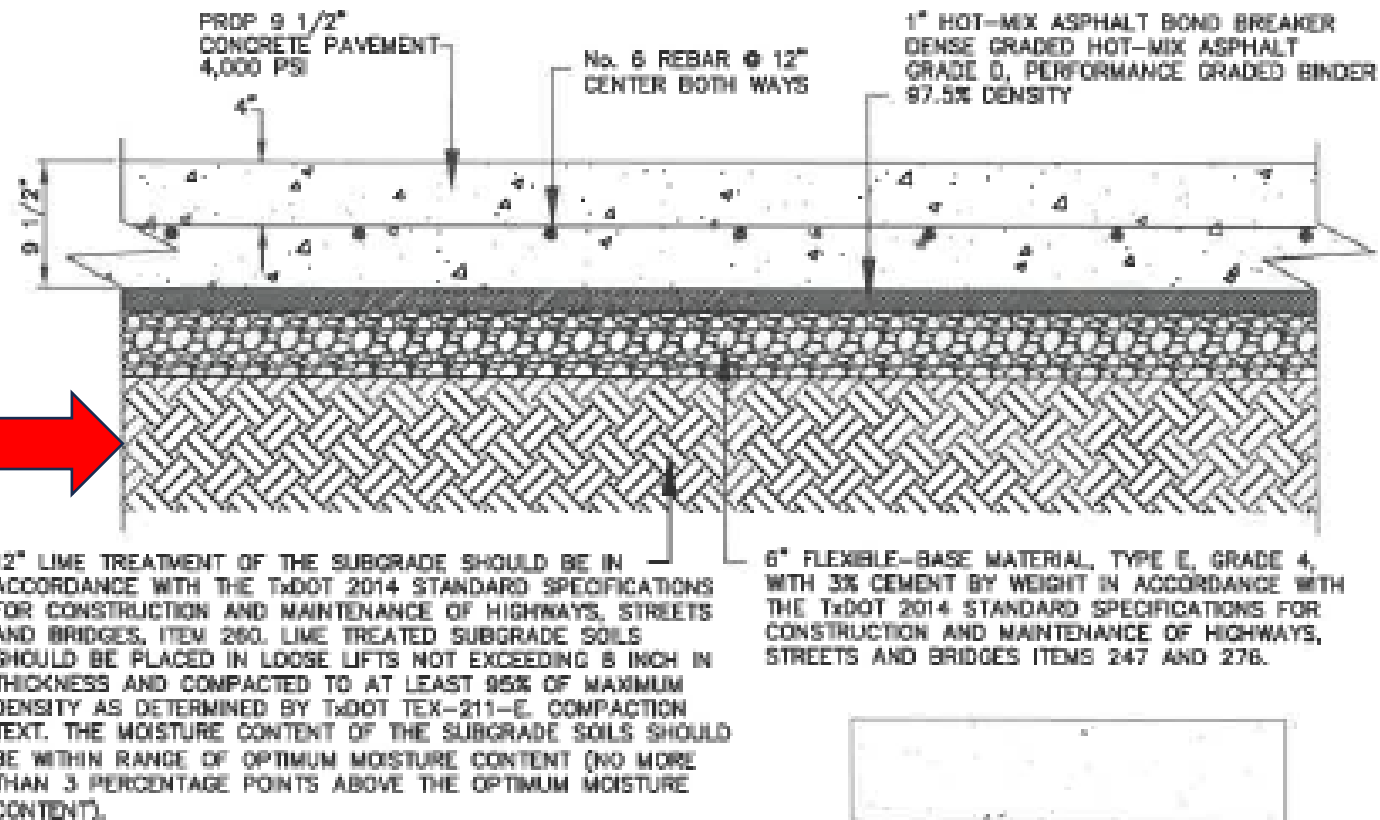
Month	Total Amount Paid to Date (%)	Total Time to Date (%)
July '25	0.76	2.5
August '25	3.76	10.2
September '25	TBD	17.5
October '25	TBD	26.5



Commercial Vehicle Parking Area
CSJ: 0921-02-423



CONSTRUCTION



CONCRETE CROSS-SECTION HEAVY DUTY

GEO TECH PROVIDED
BY RABA KISTNER
PROJECT No. AMA21-001-00
(REVISED-2)
JULY 10, 2023

Commercial Vehicle Parking Area

CSJ: 0921-02-423



Pharr
Engineering



CONSTRUCTION



10-16-2025

Commercial Vehicle Parking Area

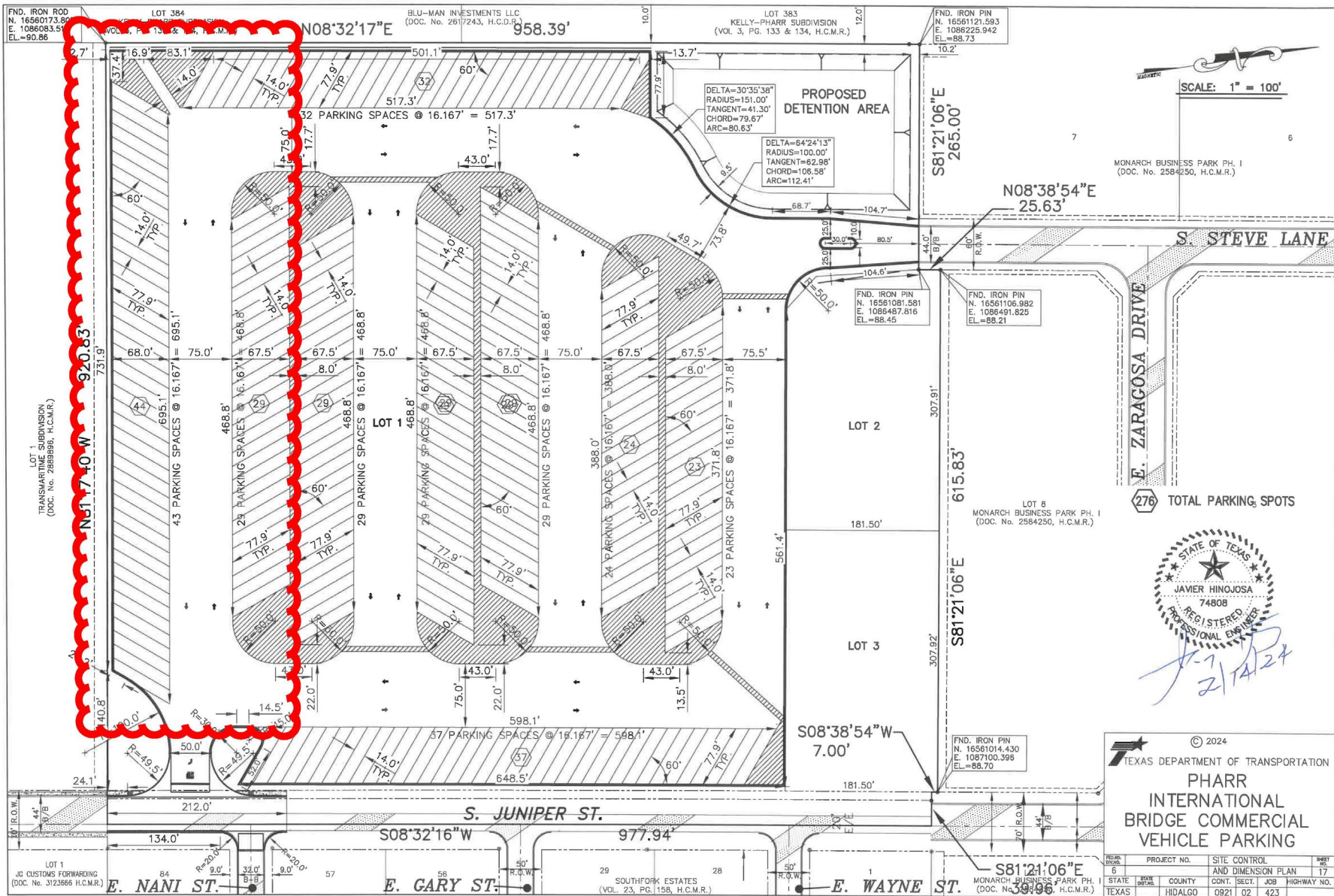
CSJ: 0921-02-423



Pharr
Engineering



CONSTRUCTION





10-06-2025

Commercial Vehicle Parking Area

CSJ: 0921-02-423



Pharr
Engineering



CONSTRUCTION

Engineer: Garcia Infrastructure Consultants, LLC
 Contractor: Mor-Wil, LLC
 CM: City of Pharr
 Notice to Proceed: September 16, 2024
 Contract Time (MF): 450 calendar days (End
 December 10, 2025)
 Time to Date (10/25/2025): ~404 days (89.7%)
 Contract Amount: \$6,749,668.03
 Change Orders: \$0
 Current Contract: \$6,749,668.03
 Total to Date (9/17/2025): \$2,548,376.94
 (33.8%)
 Description: Elimination of three lift stations and
 installation of gravity sanitary sewer lines in northwest and
 central Pharr.

Status: Construction is on-going. Contractor is working on
 W. El Dora Rd.

Month	Total Amount Paid to Date (%)	Total Time to Date (%)
September '24	0.0	2.0
October '24	0.0	8.7
November '24	0.0	15.6
December '24	0.0	22.2
January '25	0.0	29.1
February '25	10.4	36.0
March '25	18.3	42.2
April '25	22.2	49.1
May '25	22.2	55.8
June '25	22.2	62.7
July '25	29.8	69.3
August '25	29.8	76.2
September '25	33.8	83.1
October '25	TBD	89.7

*Northwest & Central Collection System Improvements and
 Lift Station No. 1, 29 & 33 Elimination*



Pharr
 Engineering



CONSTRUCTION



10-15-2025

*Northwest & Central Collection System Improvements and
Lift Station No. 1, 29 & 33 Elimination*



Pharr
Engineering



CONSTRUCTION

WE ARE

**TEAM
PHARR**



DEPARTMENT MISSION STATEMENT

“To enhance health, safety and welfare in the City of Pharr by providing economical, responsive and effective professional engineering and GIS services for the planning, construction, and preservation of public infrastructure and improvement of quality of life.”



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.B.

DATE SUBMITTED: October 27, 2025

MEETING DATE: November 3, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Reports for August, September, and October 2025.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

August - The City of Pharr shows an INCREASE of 4.79% YTD TRUE GROWTH compared to last YTD August 2024 and a 0.44% INCREASE compared to August 2024 payments.

September - The City of Pharr shows an INCREASE of 3.47% YTD TRUE GROWTH compared to last YTD September 2024 and a 5.98% DECREASE compared to September 2024 payments.

October - The City of Pharr shows an INCREASE of 3.89% YTD TRUE GROWTH compared to last YTD October 2024 and a 8.00% INCREASE compared to October 2024 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/27/2025
Approved - 10/27/2025
Final Approval - 10/28/2025



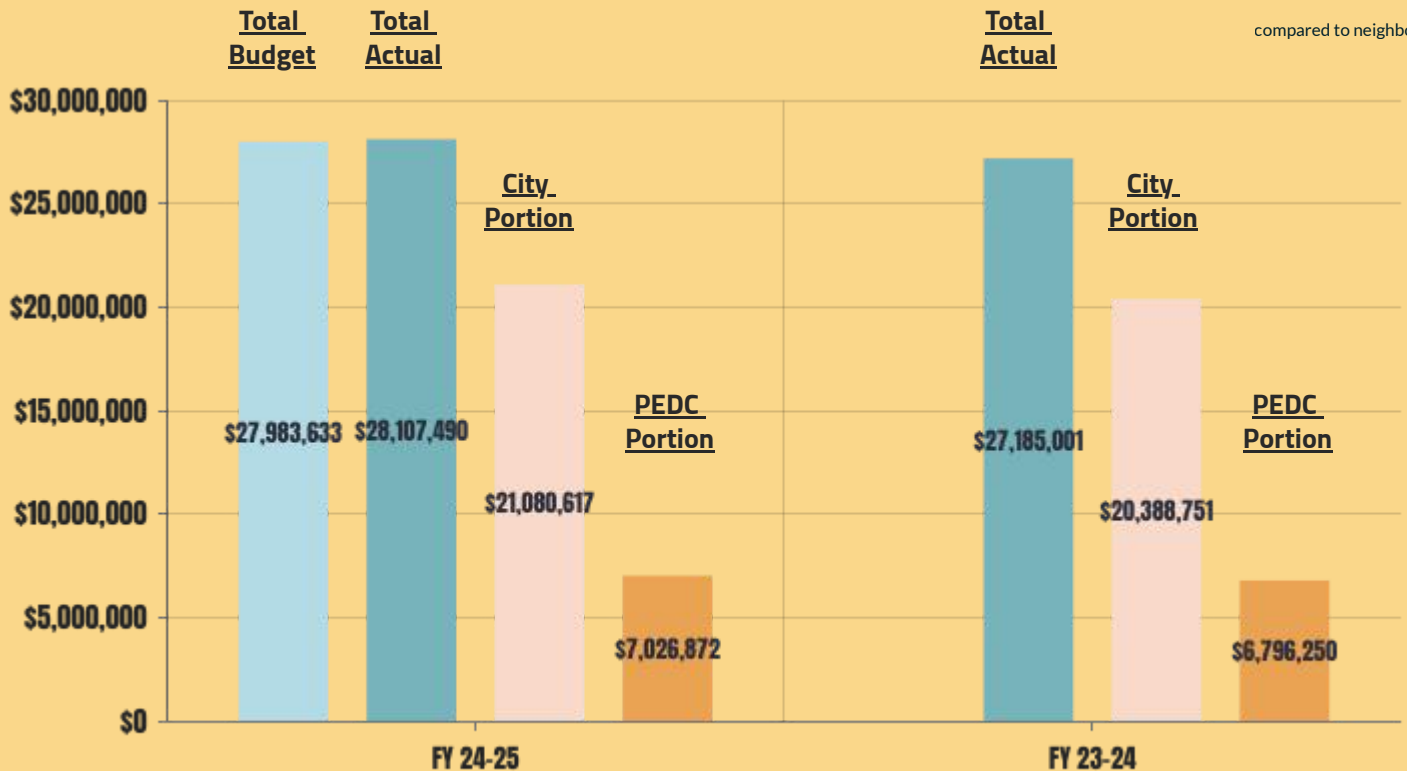
CITY OF PHARR SALES TAXES

as of August 2025
FY 2024-2025

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



4.79% YTD

Increase in Sales Tax from
Last Year*



0.44%

Compared to August 2024
Cash Basis.



0.44%

Above Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 3.39%.

CREATED BY

City of Pharr Finance Department





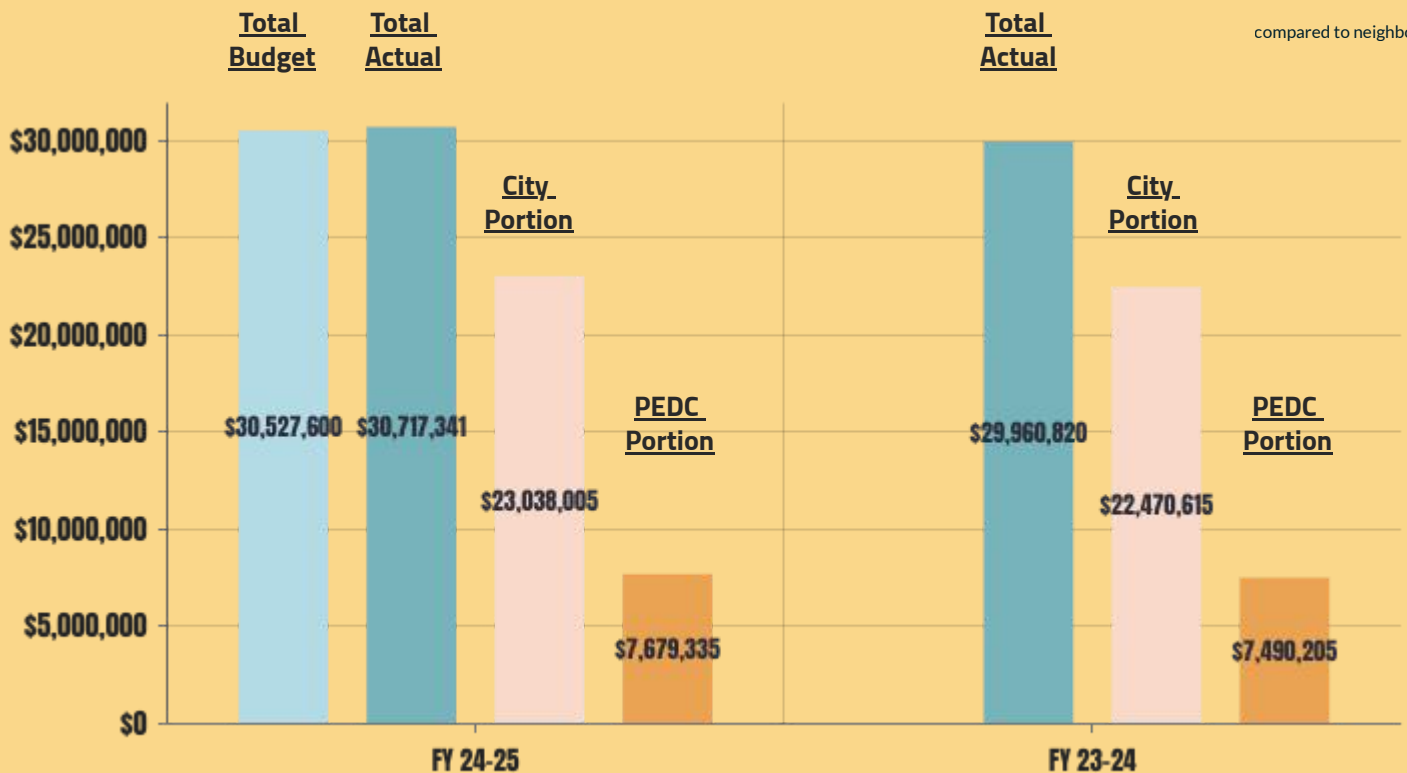
CITY OF PHARR SALES TAXES

as of September 2025 FY 2024-2025

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



3.47% YTD

Increase in Sales Tax from
Last Year*



-5.98%

Compared to September
2024 Cash Basis.



0.62%

Above Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 2.53%.

CREATED BY

City of Pharr Finance Department





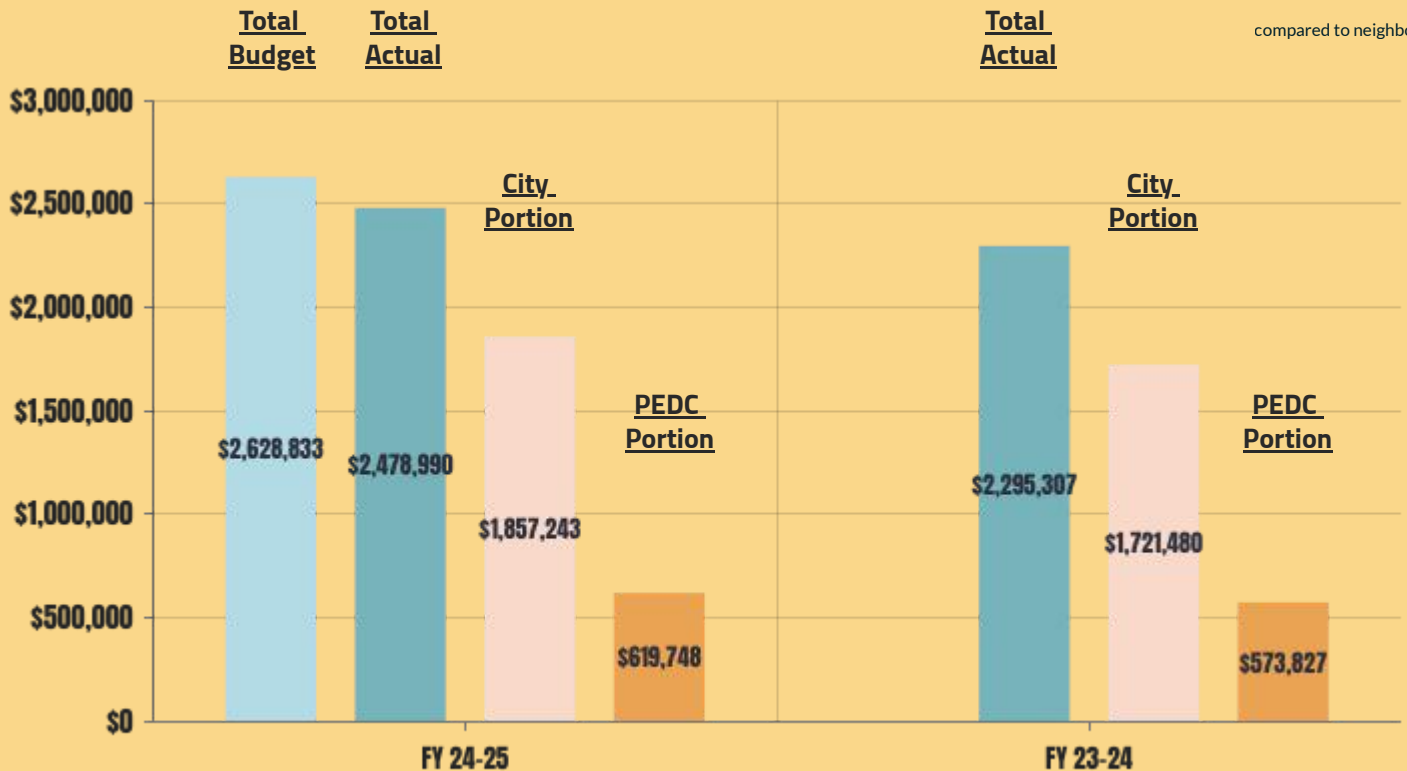
CITY OF PHARR SALES TAXES

as of October 2025
FY 2025-2026

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



3.89% YTD

Increase in Sales Tax from
Last Year*



8.00%

Compared to October
2024 Cash Basis.



-5.70%

Below Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 8.00%.

CREATED BY

City of Pharr Finance Department





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.C.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Trailblazer Recognition

Classification: Regular

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

Issue: Trailblazer Recognition

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends Trailblazer Recognition.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez

Created/Initiated - 10/22/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.D.

DATE SUBMITTED: October 24, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Recognition for 2025 Scenic City People's Choice Award

Classification: Regular

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

Issue: This distinguished honor celebrates not only the City's exceptional commitment to visual appeal, thoughtful planning, and civic pride - but also the hearts of the people who recognize and cherish Pharr's beauty. Unlike any other Scenic City recognition, the People's Choice Award was determined entirely by public vote, making it a true reflection of the admiration and appreciation the community has inspired across Texas.

Pharr's achievement shines as a testament to your City's dedication to creating inviting spaces, preserving natural charm, and elevating the everyday experience for residents and visitors alike.

Fiscal Consideration: N/A

Staff Recommendation: Presentation only

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 10/24/2025
Final Approval - 10/28/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.E.

DATE SUBMITTED: October 23, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Presentation by Pharr Police Department on Uniform Crime Reporting (UCR) Statistics

Classification: Regular

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

Issue: The UCR statistics are sent out by the Texas State Department of Public Safety. The objective of these statistics is to produce reliable crime statistics for law enforcement agencies.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends presentation of crime rate report.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Juan Gonzalez
City Management Office

Created/Initiated - 10/23/2025
Approved - 10/23/2025
Final Approval - 10/24/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.F.

DATE SUBMITTED: October 23, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Presentation by The Museum of South Texas History

Classification: Regular

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

Issue: Presentation by The Museum of South Texas History on partnership with City of Pharr.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends presentation by Museum of South Texas History.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 10/23/2025
Final Approval - 10/23/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.G.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 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 - 10/22/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: City Clerk's Office

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for October 6, 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: Minutes for October 6, 2025 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Recommend approval of Minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 10/22/2025
Final Approval - 10/22/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 6, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 6, 2025, and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez

STAFF PRESENT: Jonathan Flores, City Manager
Cynthia Garza, Deputy City Manager
David Friedlein, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Pilar Rodriguez, Interim City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roy Rodriguez, Asst. Code Compliance Dir.
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Oscar De Leon, Asst. Public Utilities Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Javier Martinez, Assistant Bridge Director
Maritza Magallan, Interim Purchasing Dir.
Danny Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Communications Officer
Sara Salinas, Asst. P.S. Communications Dir.
Niko Tapangan, Public Health Director
Victor Perez, PEDC Director
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management Director
Kenneth Walsch, Food Services Director
Will Borowski, Golf 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.

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

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

Comm. Pacheco was not present at the time of roll call but arrived at 4:15 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

David Friedlein, Assistant City Manager, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING OCTOBER 5 – 11, 2025 FIRE PREVENTION WEEK.

Jonathan Flores, City Manager, introduced the item.

Pilar Rodriguez, Fire Chief, stated they had some fire prevention activities lined up for the month of October and thanked the Commission for the proclamation.

Commissioner Chavez read the proclamation proclaiming October 5 – 11, 2025 as Fire Prevention Week. Chief Rodriguez and fire personnel received the proclamation.

At this time, Pilar Rodriguez, Fire Chief, announced the retirement of Deputy Fire Chief/Fire Marshal Manuel Renta. He stated Mr. Renta served the City of Pharr for twenty-six (26) years and has led the charge for life safety through public education and outreach. He further wished him well and congratulated him on his retirement.

B) PROCLAMATION PROCLAIMING OCTOBER 2025 AS NATIONAL BREAST CANCER AWARENESS MONTH.

Jonathan Flores, City Manager, introduced the item.

Mario Lizcano thanked the Commission for allowing DHR Hospital to bring awareness to the public on the importance of breast cancer awareness and thanked the commission for the recognition.

Comm. Flores read the proclamation proclaiming October 2025, as National Breast Awareness Month. Mario Lizcano received the proclamation.

C) PROCLAMATION PROCLAIMING OCTOBER 2025 AS THE 100TH ANNIVERSARY OF TRINITY EPISCOPAL CHURCH MONTH.

Jonathan Flores, City Manager, introduced the item.

Sharon Alexander, Reveron and Director of Trinity Church, stated they were very grateful to the City of Pharr for the land donation one hundred years ago. She stated the church would be having a big festival to celebrate its one-hundred-year anniversary and an invitation would follow for everyone to attend.

Comm. Caballero read the proclamation proclaiming October 2025 as the 100th Anniversary of Trinity Episcopal Church Month. Reveron Alexander and church members received the proclamation.

Commissioner Pacheco entered the meeting at this point of the agenda. The time being 4:15 p.m.

D) PROCLAMATION PROCLAIMING OCTOBER 2025 AS MANUFACTURING MONTH.

Jonathan Flores, City Manager, introduced the item.

Leticia Adame, PEDC Marketing Director, thanked the Commission for their support and introduced individuals present.

Mike Willis, Executive Director for South Texas National Manufacturing Association, expressed the importance of the manufacturing industry and the education provided to the public and students.

Belinda Vargas, PSJA ISD Career & Technical Education Coordinator, thanked the Commission for their partnership with the school district.

Comm. Carrillo read proclamation proclaiming October 2025 as Manufacturing Month. Pharr Economic Development Corporation staff and partners received the proclamation.

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) CITY ENGINEER'S REPORT

MINUTES: REGULAR CALLED MEETING

October 6, 2025

Jonathan Flores, City Manager, introduced the item. He briefly stated Pilar Rodriguez, Interim City Engineer, was in the audience and questions could be entertained at this time. There were no questions.

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, invited Police Chief Juan Gonzalez and Pharr Police Department Mental Health Unit members for a special recognition received.

Juan Gonzalez, Police Chief, honored members of the Mental Health Unit Team, Jackie Rodriguez, Albert Tijerina, and Lenny Longoria, for their exceptional service. He stated the Pharr Police Department's Mental Health Unit received the prestigious Martha Arbuckle Award, presented by the Texas Governor's Committee on People with Disabilities as part of the annual Lex Frieden Employment Awards.

Jackie Rodriguez, Pharr Police Department Mental Health Unit Officer, mentioned the Mental Health Unit's commitment to partnerships, mental health services, and inclusive advocacy and outreach, which continues to raise the bar for community policing and support across Pharr and the region. A video recap highlighting this recognition was also presented.

Yuri Gonzalez, Chief Communications Officer, presented additional video recaps highlighting the Leadership Conference Day, IKEA Grand Opening, Pharr International Bridge Truck Expo event and presented a promotional video for the upcoming Avocado Festival.

Yuri Gonzalez, Chief Communications Officer, announced the Pharr Fire Department would be hosting FIREFEST 2025 event on Thursday, October 16, 2025 from 6:00 p.m. to 9:00 p.m. at Downtown Park. She stated there would be food vendors, games, fire safety awareness and extended an invitation to the public to join this free event.

Yuri Gonzalez, Chief Communications Officer, also announced the 24th Annual PSJA Tri-City Red Ribbon Parade would be hosted in the city of Pharr and would be taking place on Saturday, October 18, 2025 to start at 9:00 a.m. She stated the purpose of the parade was to promote drug awareness and encourage a drug free lifestyle. She extended an invitation to the public and encouraged everyone to wear red in support of this event.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the 31st Rio Reforestation would take place on Saturday, October 18, 2025, from 8:00 a.m. to 12:00

MINUTES: REGULAR CALLED MEETING

October 6, 2025

p.m. at Milagro Tract, 904 W. Doffin Rd. She encouraged volunteers to participate and noted this event was a multi-agency collaboration involving restoration efforts across 100,000 acres.

ITEM 6. CONSENT AGENDA

- A) **APPROVAL OF MINUTES FOR SEPTEMBER 15, 2025 — REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE RENAMING PUBLIC ROADWAY FROM WEST DOFFING TO DOFFING CANAL. (CONTROL SECTION AA4018 AND OFFICIAL ROUTE NUMBER 109AA4018) (2ND READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- C) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING THE MAINTENANCE DEPARTMENT. (2ND READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- D) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE CONTRACT WITH THE WARREN GROUP OF MCALLEN, TEXAS FOR THE PHARR EVENTS CENTER PROJECT TO INCLUDE CIVIL ENGINEERING SERVICES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**
- E) **CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. **SHOUKATALI DHANANI, DBA PIZZA HUT, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE EAST 125 FEET OF BLOCK 1, PALM HEIGHTS SUBDIVISION, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1001 WEST BUSINESS HIGHWAY 83. CUP#250810 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. **RAUL GARCIA, REPRESENTING RICH HERITAGE CONSTRUCTION, INC. OWNER, REQUESTED A CHANGE OF ZONE FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.11 ACRES, MORE OR LESS, OUT OF LOT 120, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 3801 NORTH SUGAR ROAD. COZ#250816 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. **LEM GROUP LLC, D/B/A THE BRIDGE BAR, 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 0.099-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 1 & 2, LUVIL LLC ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY,**

MINUTES: REGULAR CALLED MEETING

October 6, 2025

TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 508 WEST IH-2, SUITES 12 & 13. CUP#210741 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, recommended to remove agenda item 6.D from consent agenda and recommended the item be tabled. Comm. Carrillo **moved** to remove agenda item 6.D from consent agenda. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Comm. Chavez **moved** to table agenda item 6.D. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

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

Comm. Carrillo **moved** to approve consent agenda as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2025-36 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A 15 FT. BY 303 FT. UTILITY EASEMENT, CONSISTING OF 0.104 OF AN ACRE (4,545 SQUARE FEET) LOCATED ON LOT 1, DONIAZ SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (1ST READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A 20 FT. BY 375.03 FT. UTILITY EASEMENT, CONSISTING OF 0.17 OF AN ACRE (7,500.60 SQUARE FEET) LOCATED ON LOT 1, BORDER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (1ST READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

MINUTES: REGULAR CALLED MEETING

October 6, 2025

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

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2017-21 ESTABLISHING REQUIREMENTS, ADMINISTRATIVE APPROVAL ROUTE FOR ALL RUN/WALK EVENTS AND OTHER APPLICABLE ACTIVITIES. (1ST READING) THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (SPECIAL EVENTS)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2013-20 ESTABLISHING REQUIREMENTS AND ADMINISTRATIVE APPROVAL FOR OPEN AIR EVENTS OR ACTIVITIES. (1ST READING) THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (SPECIAL EVENTS)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING SURPLUS ITEMS AND EQUIPMENT AND AUTHORIZING THE SALE OF SUCH ITEMS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2025-50 is filed with the City Clerk's Office.

- F) CONSIDERATION, AND ACTION, IF ANY, ON RESOLUTION ALLOWING PARTICIPATION WITH CHOICE PARTNERS FOR COOPERATIVE PURCHASES AND/OR SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

MINUTES: REGULAR CALLED MEETING
October 6, 2025

Resolution No. R-2025-51 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DESIGNATING A POET LAUREATE FOR THE CITY OF PHARR. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (LIBRARY)

Jonathan Flores, City Manager, introduced the item and recommended designation to Amanda Puryear El.

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

Resolution No. R-2025-52 is filed with the City Clerk's Office.

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE CITY OF WESLACO FOR ANIMAL SHELTER SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item and recommended approval.

Comm. Medina **moved** to approve as recommended. 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. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:55 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

MINUTES: REGULAR CALLED MEETING
October 6, 2025

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

ON THIS THE 6th DAY OF OCTOBER 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: October 20, 2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Ordinance renaming public roadway from West Doffing to Doffing Canal. (Control Section AA4018 and Official Route Number 109AA4018) *(3rd & Final Reading)* This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Consent

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

Issue: The proposed ordinance seeks to rename the public roadway currently designated as West Doffing to Doffing Canal. (Control Section AA4018 and Official Route Number 109AA4018)

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025

ORDINANCE NO. O-2025-__

AN ORDINANCE DESIGNATING AND RENAMING A PUBLIC ROADWAY: WEST DOFFING TO DOFFING CANAL; PROVIDING FOR A SEVERABILITY CLAUSE; CUMULATIVE CLAUSE; AND EFFECTIVE DATE

WHEREAS, the City of Pharr, in accordance with its powers and the authorizations granted to it by State Law and ordinance, seeks to designate a public roadway within its territorial city limits as indicated herein; and

WHEREAS, Section 251.013 of the Texas Transportation Code establishes that the authority of a county to name any public roadway within its territorial county limits is subject to municipal ordinance; and

WHEREAS, Section 1-8 (5) of the Pharr Code of Ordinances authorizes the City of Pharr to name public streets within its territorial city limits; and

WHEREAS, the roadway subject to this ordinance is identified as **Control Section AA4018** and **Official Route Number 109AA4018** under the Texas Department of Transportation (TxDOT) system.

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

SECTION 1. Public Roadway Name Designation. As indicated herein, as of the effective date of this ordinance, the roadway identified as **Control Section AA4018** and **Official Route Number 109AA4018**, currently designated as *West Doffing*, shall now be known as its original name given and dedicated under the Pharr Original Townsite Plat, referred to as:

“Doffing Canal” (see Exhibit A).

SECTION 2. Cumulative Clause. This ordinance shall be cumulative of all other ordinances dealing with the same subject, and any ordinances in direct conflict with this ordinance are hereby repealed. This ordinance shall supersede any provisions in conflict herewith, and all other provisions of the above-described ordinances shall remain in full force and effect.

SECTION 3. Severability Clause. If any section, part, or provision of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts, or provisions of this ordinance.

SECTION 4. Effective Date. This ordinance shall take effect thirty (30) days after final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of September, 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 6th day of October, 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 20th day of October, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

EXHIBIT A:

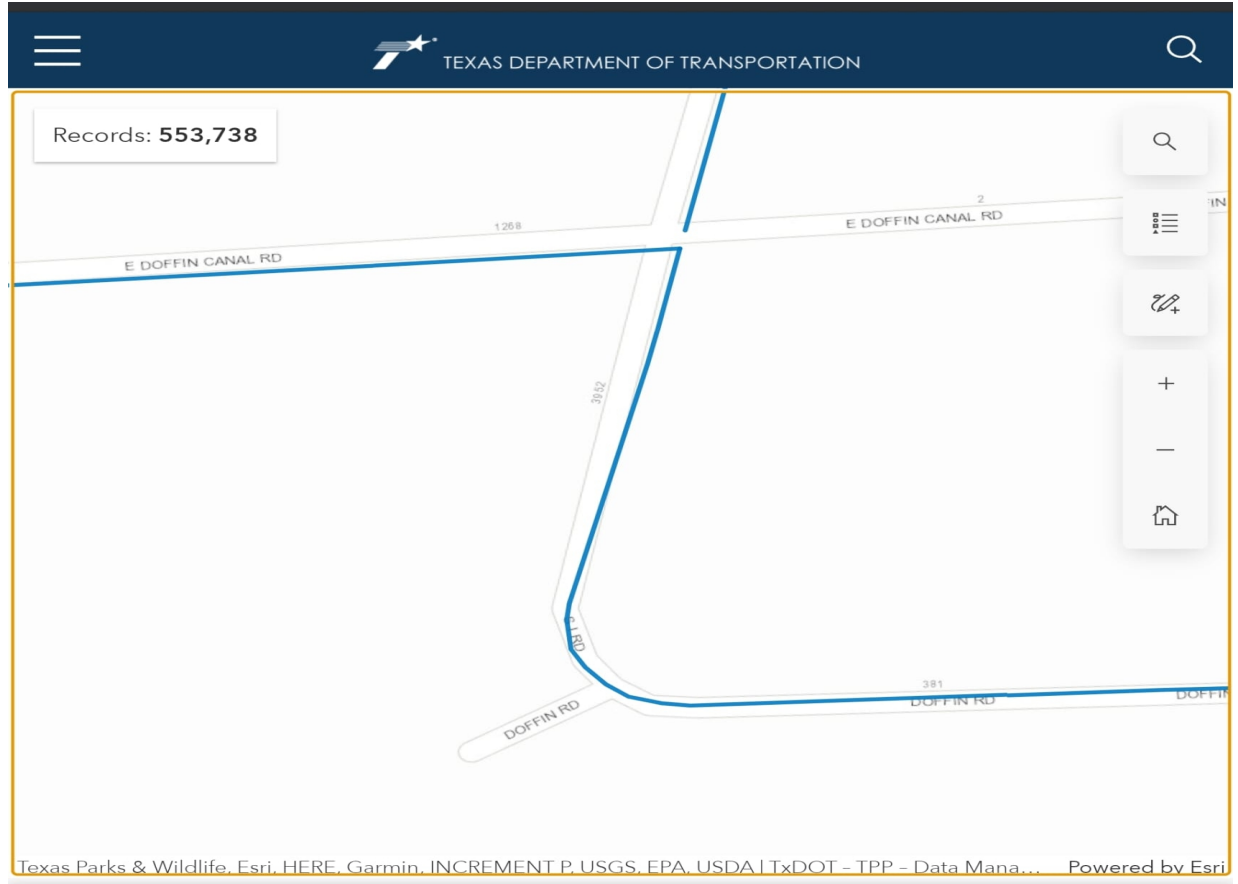


EXHIBIT B:

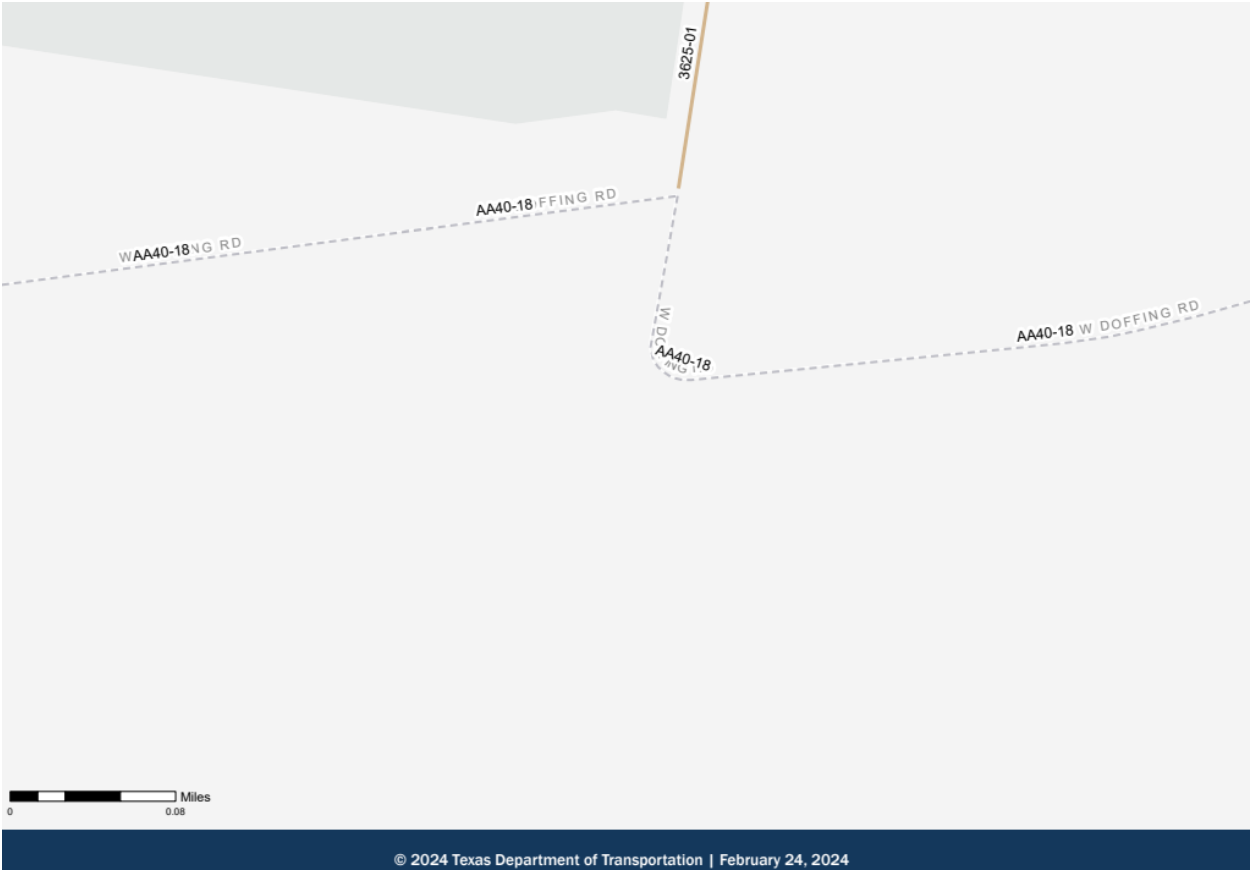
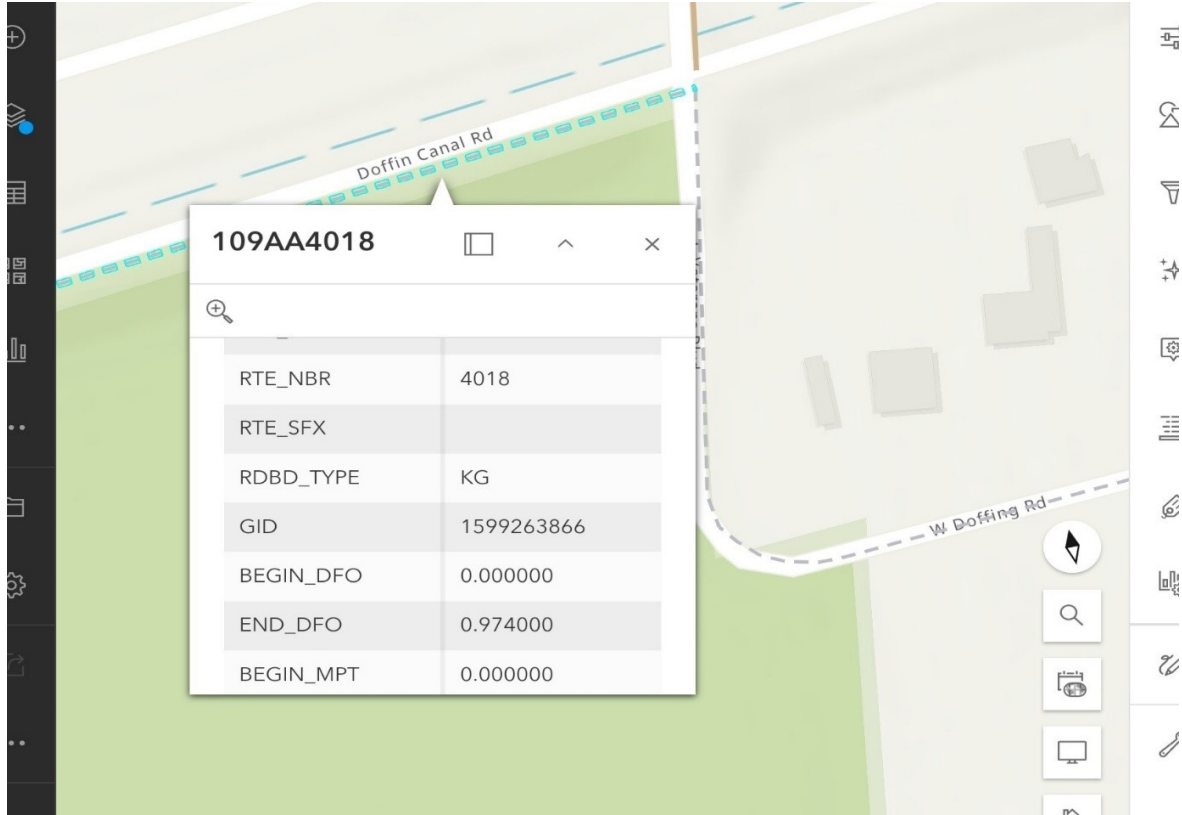


EXHIBIT C:





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Ordinance creating the Maintenance Department. *(3rd & Final Reading)* This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Consent

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

Issue: Ordinance creating the Maintenance Department in accordance with City of Pharr Charter.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends creation of the Maintenance Department.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025

ORDINANCE NO. O-2025-__

AN ORDINANCE ESTABLISHING THE MAINTENANCE DEPARTMENT; DEFINING DUTIES AND RESPONSIBILITIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REVEALING CONFLICTING ORDINANCES AND ESTABLISHING EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED

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

SECTION 2: AUTHORIZATION

The Maintenance Department is authorized to carry out all duties and responsibilities as directed by the City of Pharr and as permitted by applicable federal, state, and local laws, including but not limited to:

- (A) Building and park maintenance/operations for all city facilities, parks, and greenspaces.
- (B) Manage and fulfill work orders submitted by city departments and residents.
- (C) Manage departmental personnel, budget, and operations.
- (D) Coordinate with and supporting other city departments as necessary.

SECTION 3: CREATION AND DUTIES OF MAINTENANCE DEPARTMENT.

- (A) The Maintenance Department is hereby created.
- (B) The creation of the following positions is authorized:
 - 1. A Facilities Operations Director full-time exempt position; and
 - 2. Additional positions may be authorized by the Board of Commissioners based on operational needs and budget availability.
- (C) The department shall provide the following services:
 - 1. Citywide building and park maintenance.
 - 2. Fulfill and prioritize work orders for city departments and facilities via work order software system and/or 311 Resident Application.
 - 3. Provide support and resources for all city events in conjunction with pertinent departments.

4. Such other related duties as may be directed by the City Manager.
- (D) The department shall operate in accordance with:
1. All applicable safety regulations.
 2. City purchasing and procurement policies.
 3. Generally accepted maintenance operation standards.
 4. City financial management and accounting procedures.

SECTION 4: FISCAL RESPONSIBILITY

The department shall operate within approved budget allocations and shall maintain appropriate financial records and controls as required by city policy and applicable law.

SECTION 5: CUMULATIVE

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

SECTION 6: SEVERABILITY CLAUSE

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

SECTION 7: EFFECTIVE DATE; PUBLICATION

This Ordinance shall be read in three (3) separate readings and shall take effect on October 1, 2025, upon receiving final approval of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk in accordance with City of Pharr Charter. This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 8: 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 15th day of September, 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 6th day of October, 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 20th day of October, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 15 ft. by 303 ft. utility easement, consisting of 0.104 of an acre (4,545 square feet) located on Lot 1, Doniaz Subdivision, Pharr, Hidalgo County, Texas *(2nd Reading)*. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Consideration and possible action on an ordinance directing the City Manager to vacate, abandon, and close a 15 ft. by 303 ft. utility easement running east and west along the south boundary of the property located on Lot 1, Donaiz Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of the request since there are no utility lines within the easement requested for abandonment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Kimberly Mendoza
David Friedlein
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Approved - 10/23/2025
Final Approval - 10/23/2025

ORDINANCE NO. O-2025-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND, CLOSE A 15 FT. BY 303 FT. UTILITY EASEMENT, CONSISTING OF 0.104 OF AN ACRE (4,545.00 SQUARE FEET) LOCATED ON LOT 1, DONIAZ SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Pharr has received a request from the sole abutting property owner, Eduardo Zegaib, President/Member (the "Requestor") requesting that the City close, vacate, abandon and convey a 15 ft. by 303 ft. Utility Easement as more specifically described in Exhibit "A" and "B" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the respective utility companies and City departments have no objection to the abandonment as requested.

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

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

SECTION 1: That an Utility Easement being 15 ft. by 303 ft., consisting of 0.104 of an acre (4,545.00 square feet), located within the south of the property of Lot 1, Doniaz Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibits "A" and "B" is hereby vacated, and closed as a public Utility Easement, Right-of-Way, and abandoned as such.

SECTION 2: SAVINGS CLAUSE.

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

SECTION 3: SEVERABILITY CLAUSE.

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

SECTION 4: PUBLICATION.

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the __ day of _____, 2025.

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF
THE CITY OF PHARR, TEXAS, on this the _____ day of _____2025.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

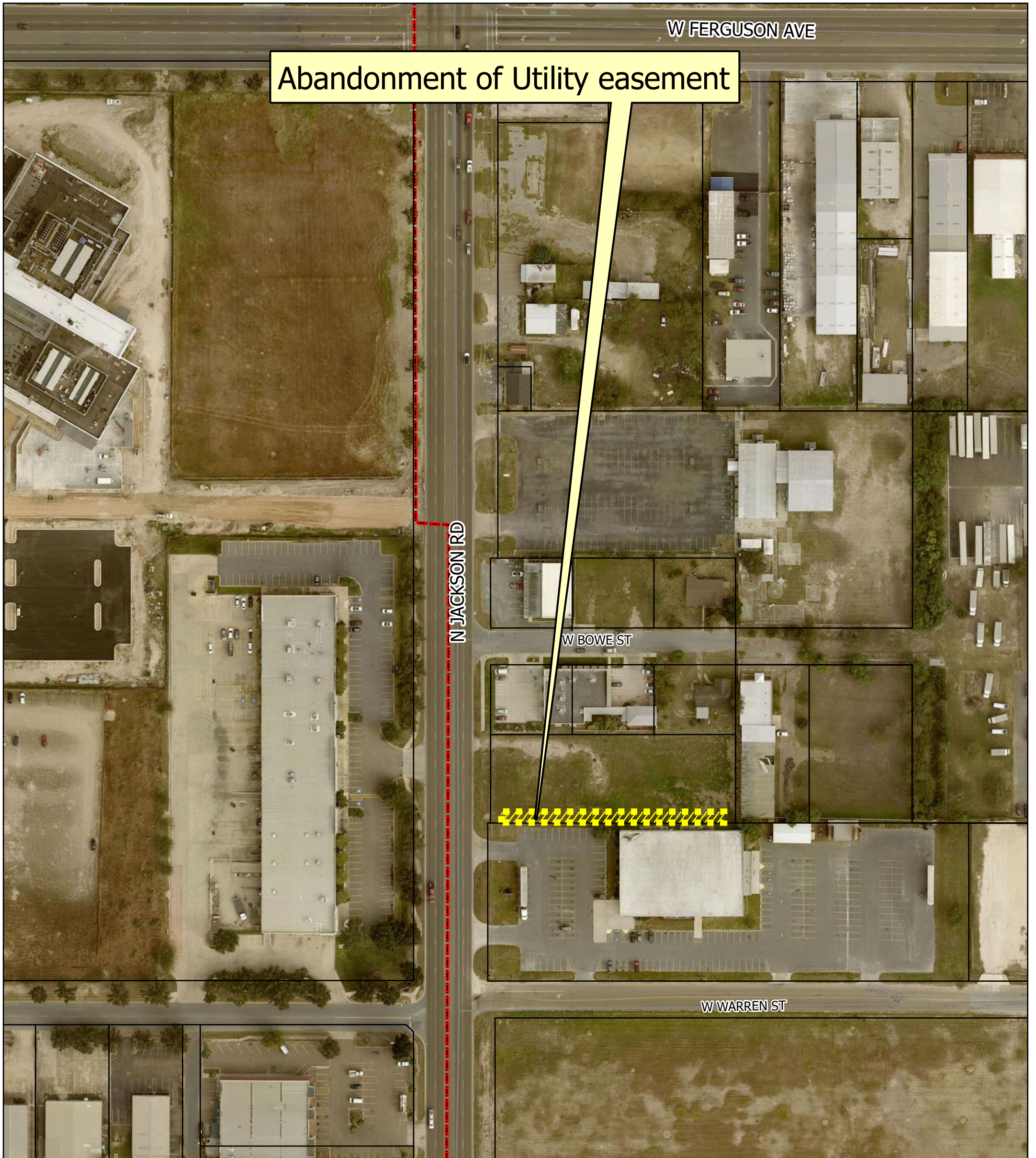
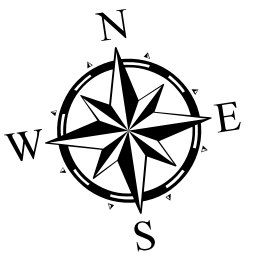
IMELDA PEREZ, CITY CLERK



Pharr
Engineering



City of Pharr Abandonment
of Utility easement Lot 1
Doniaz Subdivision Exhibit A



 Location

 Pharr City Limit

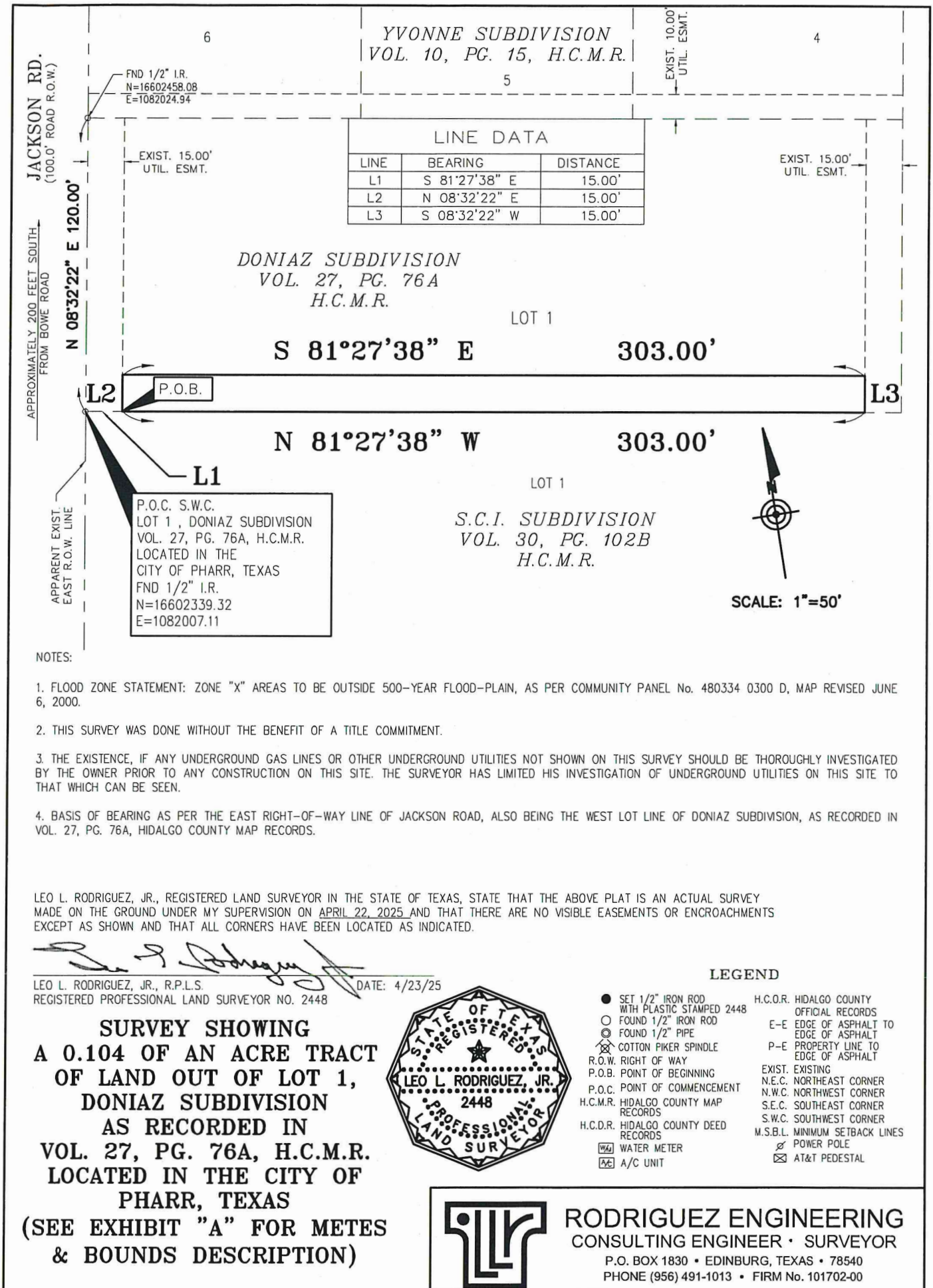
Scale:1:1,500

0 70 140 280 420 560 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date:9/15/2025

Exhibit B





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 20 ft. by 375.03 ft. utility easement, consisting of 0.17 of an acre (7,500.60 square feet) located on Lot 1, Border Subdivision, Pharr, Hidalgo County, Texas **(2nd Reading)**. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Consideration and possible action on an ordinance directing the City Manager to vacate, abandon, and close a 20 ft. by 375.03 ft. utility easement running north and south in the middle of the property located on Lot 1, Border Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of the request since there are no utility lines within the easement requested for abandonment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Kimberly Mendoza
David Friedlein
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Approved - 10/23/2025
Final Approval - 10/23/2025

ORDINANCE NO. O-2025-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND, CLOSE A 20 FT. BY 375.03 FT. UTILITY EASEMENT, CONSISTING OF 0.17 OF AN ACRE (7,500.60 SQUARE FEET) LOCATED ON LOT 1, BORDER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Pharr has received a request from the sole abutting property owner, Angela Donahoe, Senior Vice President (the "Requestor") requesting that the City close, vacate, abandon and convey a 20 ft. by 375.03 ft. Utility Easement as more specifically described in Exhibit "A" and Exhibit "B" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the respective utility companies and City departments have no objection to the abandonment as requested.

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

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

SECTION 1: That an Utility Easement being 20 ft. by 375.03 ft., consisting of 0.17 of an acre (7,500.60 square feet), located within the middle of the property of Lot 1, Border Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibit "A" and "Exhibit B" is hereby vacated, and closed as a public Utility Easement, Right-of-Way, and abandoned as such.

SECTION 2: SAVINGS CLAUSE.

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

SECTION 3: SEVERABILITY CLAUSE.

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

SECTION 4: PUBLICATION.

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the __ day of _____, 2025.

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF
THE CITY OF PHARR, TEXAS, on this the _____ day of _____2025.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

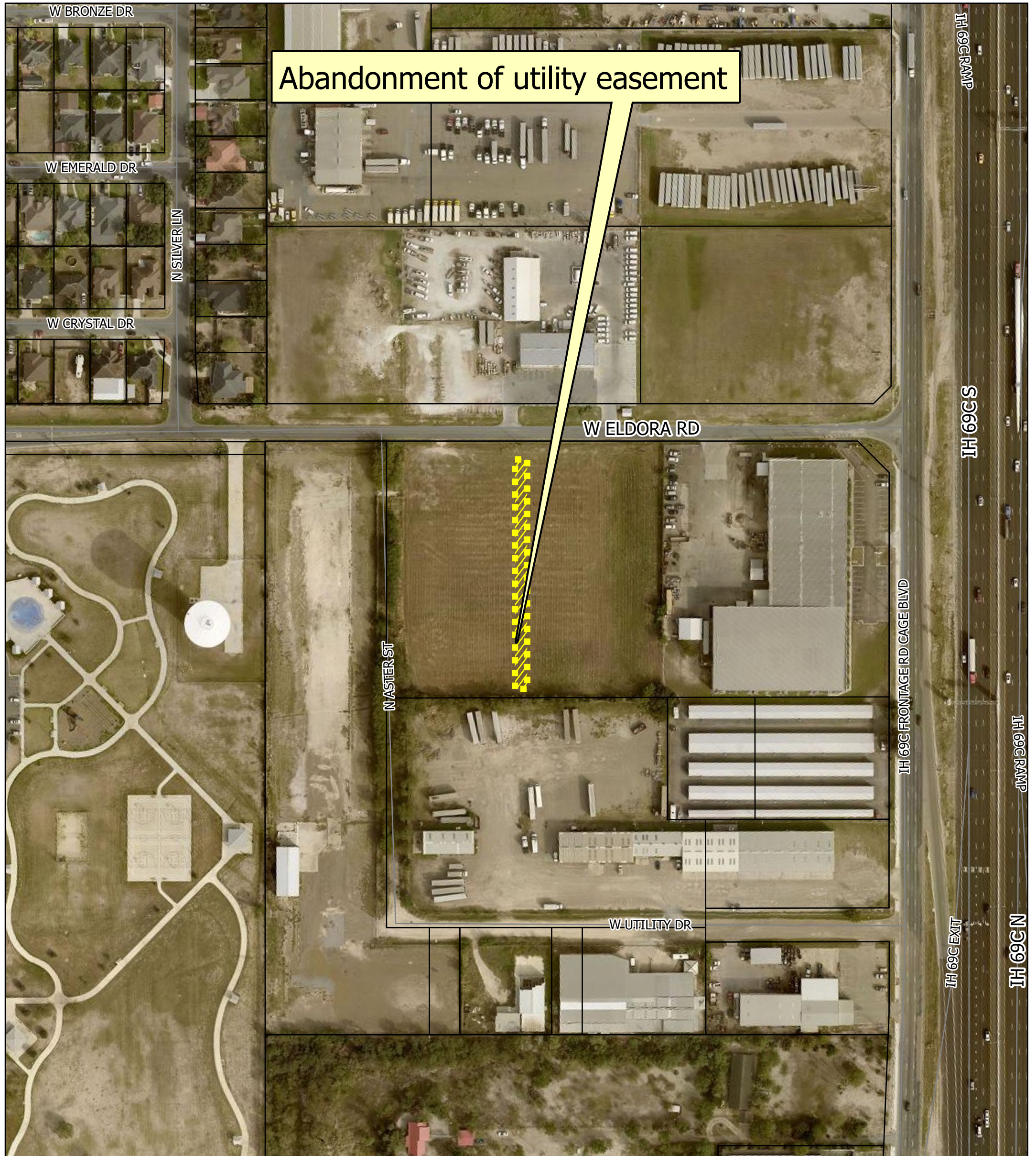
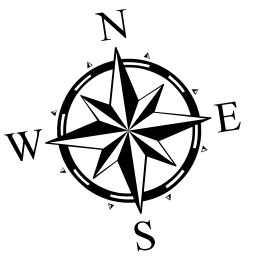
IMELDA PEREZ, CITY CLERK



Pharr
Engineering



City of Pharr
Abandonment of easement
101 W Eldora Road
Exhibit A



Location

Pharr City Limit

Scale:1:1,800

0 85 170 340 510 680 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date:9/15/2025

Exhibit B

METES AND BOUNDS DESCRIPTION FOR A 0.17 OF AN ACRE TRACT

A 0.17 of an acre tract of land being a portion of a 20.00' Utility Easement within Lot 1, Border Subdivision, as recorded in Volume 29, Page 85B, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Special Warranty Deed recorded in Document #2511260, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the north line of a 15.00' Utility Easement north of and adjacent to the south line of said Lot 1, Border Subdivision, for the southwest corner of herein described tract. Said point bears S 81° 30' 33" E 210.00 feet and N 08° 29' 27" E 15.00 feet from the southwest corner of said Lot 1, Border Subdivision.

THENCE N 08° 29' 27" E 375.03 feet parallel to the west line of said Lot 1, Border Subdivision, to a point on the south Right-of-Way line of Eldora Road as established by Special Warranty Deed recorded in Document #3424866, Official Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

THENCE S 81° 30' 33" E 20.00 feet along said south Right-of-Way line of Eldora Road as established by Special Warranty Deed recorded in Document #3424866, Official Records, Hidalgo County, Texas, to a point for the northeast corner of herein described tract.

THENCE S 08° 29' 27" W 375.03 feet parallel to the west line of said Lot 1, Border Subdivision, to a point on the north line of said 15.00' Utility Easement north of and adjacent to the south line of said Lot 1, Border Subdivision, for the southeast corner of herein described tract.

THENCE N 81° 30' 33" W 20.00 feet along said north line of a 15.00' Utility Easement north of and adjacent to the south line of Lot 1, Border Subdivision, being parallel to the south line of said Lot 1, Border Subdivision, to the point of beginning and containing 0.17 of an acre (7,500.55 square feet) of land, more or less.

2025-034.BORDER
R. E. GARCIA & ASSOCIATES





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.F.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2017-21 establishing requirements, administrative approval route for all Run/Walk events and other applicable activities. ***(2nd Reading) This item supports QL - Quality of Life.***

Classification: Regular

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

Issue: The proposed action seeks to amend Ordinance No. O-2017-21 to clarify and streamline the permitting process for Run/Walk events by designating the Special Events Department as the central point of contact for all event applications. Additionally, the amendment removes outdated route options and formally establishes the St. Patrick's Day 5K route as the sole route available for external organizations, thereby enhancing coordination, public safety, and operational efficiency.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Abel Molina
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025

ORDINANCE NO. O-2025-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2017-21 OF THE CITY OF PHARR TEXAS ESTABLISHING REQUIREMENTS, ADMINISTRATIVE APPROVAL, ROUTES FOR ALL RUN/WALK EVENTS AND OTHER APPLICABLE ACTIVITIES; AUTHORITY; AREA; DEFINITIONS; PROHIBITIONS; EXCEPTIONS; ENFORCEMENT, PUNISHMENT, PENALTIES AT LAW AND EQUITY; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

WHEREAS, Run/Walk events promote community health and wellness while requiring appropriate safety measures and city coordination; and

WHEREAS, the City of Pharr desires to regulate Run/Walk events to protect public safety by regulating traffic, noise, aesthetics, and other impacts; and

WHEREAS, Run/Walk events often require the provision of public services, including police, fire, transportation, and public works; and

WHEREAS, the City manages run/walk events by ensuring they are appropriately sized for their venues, provide adequate participant services, achieve sufficient cost recovery to offset municipal expenses, do not compromise the City's ability to deliver essential services to all residents, and minimize disruptions to neighbors and the broader community; and

WHEREAS, the City of Pharr finds it in the best interest of the City, its residents, and event attendees to establish designated routes for run/walk events and require race organizers to pay fees as determined by City staff to ensure proper event management and cost recovery.

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

SECTION 1: DEFINITIONS

Run/Walk Event - An organized event of any designated distance involving walking, running, racing, or similar activities, including but not limited to, 5k, 10k, half marathon, marathon.

5K Run/Walk: A walking/running event of five kilometers (3.1 miles).

Person: Any person, firm, partnership, association, corporation, company, or organizations of any kind.

SECTION 2: APPLICATION PROCEDURES AND REQUIREMENTS

A. Application Deadline

Not less than sixty (60) days before the date on which a race/run/walk event is to be held, any person(s) or representatives of the organized activity shall file an application for a permit with the **Special Events Department**.

B. Required Application Information

The application shall be submitted and shall include the following information:

- 1. Organizer Information:** Name, address, and contact information.
- 2. Organization details:** If the event is proposed to be conducted for, on behalf of, or by an organization
- 3. Event Chairman:** Name, address and contact information of the person who will be the event chairman
- 4. Event Schedule:** Proposed date(s) and time schedule
- 5. Route selection:** As approved by the City of Pharr
- 6. Participation Details:** Expected participant count and registration process.
- 7. Safety Plan:** Safety and medical preparation plan.
- 8. Insurance:** Copy of the general and/or special liability insurance policy and declarations and/or bonds (\$1,000,000.00) covering event and activity personnel, visitors, invitees, and participants.

C. Review Process

Following timely submission of the application and all necessary information, the application shall be reviewed by:

- Director or designee of the Department of Public Works
- Fire Chief or designee
- Police Chief or designee
- Director or designee of Parks and Recreation Department

The review ensures all safety, logistical, and operational requirements are met.

D. Decision Authority

The reviewing personnel shall submit individual reports to the City Manager with their recommendations for approval, denial, required conditions, or additional fees needed for compliance or cost reimbursement. The City Manager makes the final decision on the application.

E. Approval Criteria

Application shall be subject to the following factors:

1. **Location Adequacy:** Adequacy of the location of the start and finish line.
2. **Scheduling:** The dates and times of the run/walk event, or whether such event will conflict with a city sponsored or city-wide event.
3. **Capacity:** The maximum participant count organizers will allow in the event.
4. **Clean-up Plan:** The plan governing all event clean-up procedures must be reasonable and comply with legal standards for sanitation, health, and prevention measures throughout the entire event.
5. **Safety Plans:** The plan governing fire, smoke, traffic, food preparation and sales, parking, and security hazards and their prevention must be reasonable and comprehensive throughout the event.
6. **Parking Plan:** The plan governing all event and activity parking, including locations designated solely for parking purposes, must be reasonable and comprehensive.
7. **Medical Preparations:** The preparations for providing adequate ambulance and medical care during the event and activity must be reasonable and sufficient.
8. **Insurance Coverage:** The general and/or special liability insurance policy, declarations, and/or bonds must be adequate and sufficient to cover the event, personnel, visitors, invitees, and participants.
9. **Public Safety:** The conduct of the event must not be likely to cause injury to people or property, promote disorderly conduct, or create a disturbance.

F. Decision Timeline and Appeals

Notice of Rejection.

Within five (5) business days of receiving all recommendations from the reviewing officials, the City Manager shall decide on the event permit application, and the **Special Events Department** shall either issue the permit or mail a denial notice with reasons to

the applicant within five (5) business days of the City Manager's decision.

Appeal Procedure

Any person may appeal the denial of an event permit to the City Commission by filing a notice of appeal within three (3) days of the denial, and the City Commission shall hear the appeal at the next regular meeting for which proper state law notice requirements can be satisfied.

Alternative Permit

The City Manager may deny an application but authorize the event on an alternative date, time, or route, and the applicant may accept this alternate permit by filing written notice with the City Manager within three (3) days, with such alternate permits conforming to all requirements and having the same effect as a standard event permit under this section.

G. Permit Specifications

Each event permit shall specify:

- Date and starting/ending times
- Type of event activity authorized
- Special limitations or required conditions
- Starting/ending areas and street portions to be traversed or occupied
- Maximum event length in miles
- Name of the event's chairperson
- Any other information the City Manager deems necessary for ordinance enforcement.

H. Duties of Permittee

A permittee shall comply with all permit directions and conditions and with all applicable laws and ordinances.

Permit Possession

The event chairperson or other person heading or leading such activity shall carry the event permit upon their person during the conduct of the event.

I. Public Conduct During Events

- 1. Non-Interference:** No person shall unreasonably hamper, obstruct, impede, or interfere with any event, event assembly, or any person, vehicle, or animal participating in an event.
- 2. Vehicle Restrictions:** No driver shall drive between vehicles or people comprising an event when they are in motion and conspicuously designated as part of the event.
- 3. Parking Restrictions:** The Chief of Police may prohibit or restrict vehicle parking along highways or roads that are part of an event route when reasonably necessary and shall post signs or take other actions to notify the public, with violations of such parking restrictions being unlawful.
- 4. Distribution Prohibition:** No event participant shall throw, give, or offer any material, candy, pamphlets, or other articles to spectators viewing the event.

J. Permit Management

Revocation Authority

The City Manager has the authority to revoke an event permit for violations of the issuance standards set forth in this ordinance.

Violation of Permit Terms

It shall be illegal for any permit holder to violate the terms of their event permit.

SECTION 3: ROUTES FOR RACES/RUNS/WALKS

A. Available Routes

The following routes are available to Organizers:

- **St. Patrick's Day 5K Route (Exhibit A)**

B. Permitted Day and Times

Saturday only: 7:30 A.M. - 12:00 P.M.

C. Event Frequency Limitations

- **January 1 and weekend prior to Memorial Day:** No more than three (3) events

- **June through August:** No more than two (2) events
- **Weekend after Labor Day to weekend before Thanksgiving:** No more than three (3) events

D. Additional Route Restrictions and Permissions

1. **Vehicular Race Prohibition:** No vehicular races shall be permitted.
2. **Multi-Modal Events:** Events that include multiple modes of travel (such as walking, running, and bicycling) shall be permitted provided the start times for different modes are staggered.
3. **Route Determination:** Prior to issuing a Community Event Permit, City staff shall determine the specific roadway portions or lanes available for participant use based on safety considerations and preserving access to businesses and other scheduled activities along the route.
4. **External Events:** Races/walks/runs may be permitted on other city streets if most of the event occurs outside the city and the portion within city limits does not exceed one-half mile in length, with such events being exempt from the time and frequency requirements specified in this Section.
5. **City Event Conflicts:** Run/walk or race events are prohibited on the weekend designated by the City of Pharr for its annual events unless the City Commission approves otherwise.

SECTION 4: FEES

A. Application Fee

The application shall be submitted with a **non-refundable \$500.00** application fee payable to the City of Pharr and include all information described in Section 2, subsection (b).

B. Fee Exemptions

The \$500.00 non-refundable application fee shall not apply to:

- Public schools
- Parochial schools
- Charter schools
- Non-profit organizations
- Church events.

C. Contingent Fee

Upon approval of the event permit, the applicant shall be required to pay a balance fee of **\$4,500.00** to the City of Pharr. This fee ensures proper event management, recovery of municipal costs, and coverage of public services associated with the event.

Total Event Cost: \$5,000.00 (excludes exempt organizations)

SECTION 5: PROHIBITION AND EXCEPTIONS

A. Prohibited Activities

- 1. False Information:** It shall be unlawful to submit false information or materials on an application, or to conduct an event or activity without receiving final written approval and necessary permits from the City of Pharr in accordance with this ordinance.
- 2. Conspiracy to Circumvent:** It shall be unlawful to knowingly conspire to circumvent this ordinance by allowing the unauthorized use, transfer, or possession of a permit, license, or other authorization or agreement.

B. Exemptions

This Ordinance shall not apply to an event contracted or sponsored by the City of Pharr.

SECTION 6: ENFORCEMENT; PUNISHMENT; PENALTIES:

A. Enforcement Authority

Should any person or business violate the prohibitions contained herein or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance.

These actions may also include but not be limited to:

- Abatement of any premises or property
- Closure and condemnation
- Removal of any person or thing
- Court action
- Suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency
- Any and all other relief as may be necessary

B. Criminal and Civil Penalties

- 1. Criminal Violations:** Class C misdemeanor
- 2. Court Appearance:** Maximum penalties allowed by law for failing to appear in Court when charged with an offense.
- 3. Civil Penalties:** Up to \$1,000.00 per violation, or the maximum allowed by law
- 4. Multiple Prosecutions:** If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

SECTION 7: REPEAL OF CONFLICTING ORDINANCES

This Ordinance shall incorporate herein all other ordinances and those that exist in the Pharr Code of Ordinances related to similar events. Any ordinance in direct conflict with this Ordinance is repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above-described ordinance shall remain in full force and effect.

SECTION 8: SEVERABILITY

If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 9: PUBLICATION AND EFFECTIVE DATE

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

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

CITY OF PHARR, TEXAS

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 ____ day of _____, 2025.

CITY OF PHARR, TEXAS

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 ____ day of _____, 2025.

CITY OF PHARR, TEXAS

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

EXHIBIT A



Road Running Technical Council USA Track & Field

Measurement Certificate



Name of the course City of Pharr St. Patrick's Day 5K Distance 5 km

Location (state) TX (city) Pharr

Type of course: Road Race

Measuring Methods: Bicycle

Measured By Clent Mericle - 3221 Olsen Drive - Corpus Christi, TX 78411 - (361) 232-7131 - RUNCLEN@YAHOO.COM

Race Contact Sergio Alanis - 413 E. Clark Ave. Pharr, Tx 78577 - 956-402-4550

Date(s) when course measured: 02/13/2020

Number of measurements of entire course: 2 Course Configuration: partial loop

Elevation (meters above sea level) Start 30.48 Finish 30.48 Lowest 30.48 Highest 30.48

Straight line distance between start and finish 100.00 m Drop 0.00 m/km Separation 2.00 %

Type of surface: Paved 100 % Dirt 0 % Gravel 0 % Grass 0 % Track 0 %

Effective date of certification: February 15, 2020 Certification code: TX20017LAB

Note to Race Director: Use this Certification Code
in all public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course --- In the event a National Open Record is set on the course, or at the discretion of USA Track & Field, a verification measurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

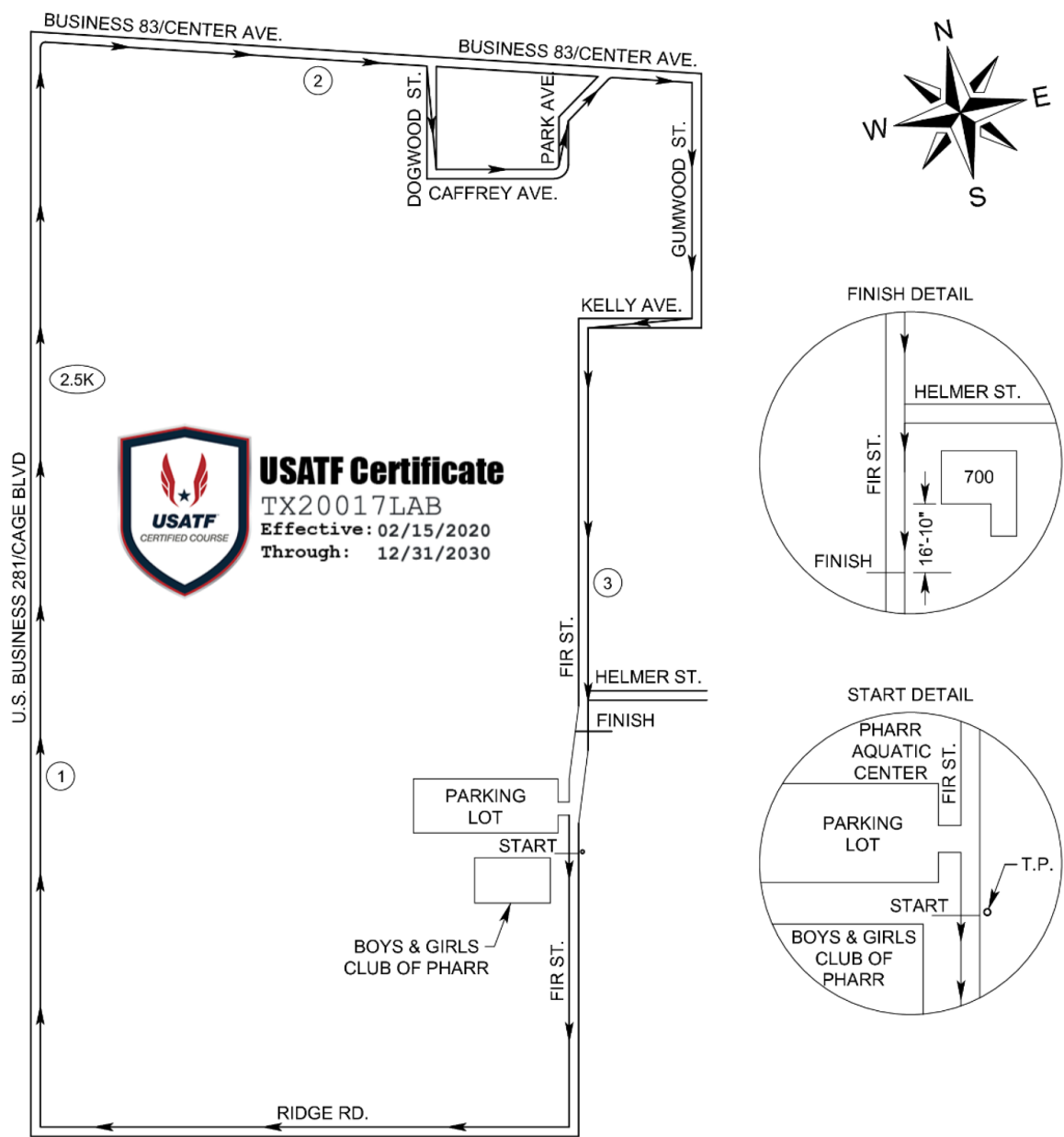
This certification expires on December 31 of the year: 2030

AS NATIONALLY CERTIFIED BY:

Date: March 5, 2020

Logan Burgess - USATF/RRTC Certifier - 614 Stillmeadow Drive, Richardson TX 75081
(214) 803-7800 - loganaburgess@yahoo.com

City of Pharr St. Patrick's Day 5K



REFERENCES

- START: EVEN WITH TELEPHONE POLE ACROSS FROM FRONT OF BOYS & GIRLS CLUB
- 1 MILE: 158' SOUTH OF FIRE HYDRANT ON SOUTH CORNER OF HELMER ON U.S. BUSINESS 281/CAGE BLVD.
- 2.5K: 126' SOUTH OF OF INTERSECTION POLE SOUTH OF CHARLES HALEY ON NORTH BOUND SIDE OF 2nd STREET
- 2 MILE: 7' EAST OF WALL BETWEEN 412 & 414 U.S. BUSINESS 83/CENTER AVE.
- 3 MILE: 10' SOUTH OF TARRANT
- 5K/FINISH: 16'-9" SOUTH OF BACK CORNER BRICK WALL OF 700 HELMER
- MAP NOT TO SCALE
 MEASURED: 2-13-20
 BY: CLENT MERICLE



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.G.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2013-20 establishing requirements and administrative approval for open air events or activities. **(2nd Reading) This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The proposed action seeks to establish clear procedures to promote consistency and streamline operations across the organization's various departments, with the Special Events Department taking the lead in this effort.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Abel Molina

Ricardo Rodriguez

City Management Office

Created/Initiated - 10/22/2025

Approved - 10/22/2025

Approved - 10/22/2025

Final Approval - 10/22/2025

ORDINANCE NO: O-2025-__

**AN ORDINANCE AMENDING ORDINANCE NOS. O-2013-20 AND O-2012-11;
ESTABLISHING REQUIREMENTS AND ADMINISTRATIVE APPROVAL FOR
PUBLIC AMUSEMENTS AND OTHER APPLICABLE EVENTS OR ACTIVITIES;
AUTHORITY; AREA; DEFINITIONS; PROHIBITIONS; EXCEPTIONS;
ENFORCEMENT, PUNISHMENT, PENALTIES AT LAW AND EQUITY; INCLUSION
IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES;
REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE**

WHEREAS, the City of Pharr hereby acts in exercising its legislative powers to define acts and prohibit the commission of those acts that may be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within its corporate boundaries; and

WHEREAS, the City of Pharr hereby acts to further the interests of the residents and potential attendees of related entertainment and public amusements.

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

SECTION 1: AUTHORITY AND AREA

A. Legal Authority

The provisions contained herewith are allowed pursuant to the legislative powers of a home rule municipality, and are in accordance with Texas Local Government Code, Chapter 215, Subchapter 0, §215.071–215.075.

B. Jurisdiction and Enforcement

1. The City of Pharr hereby adopts and enacts this Ordinance that shall be enforceable within the municipality's municipal boundaries and extra-territorial jurisdiction.
2. This Ordinance and provisions herewith shall be included in the Pharr Code of Ordinances.
3. As matters related to the public's health, safety, and welfare is of the utmost concern, the City of Pharr shall be authorized to enforce, through its City Attorney, this Ordinance as may be allowed by law herein.

SECTION 2: DEFINITIONS

- **Public Amusement:** Any event or activity that may be an open-air or tent show, carnival, circus, exhibition of common showmen, show, exhibition of natural or artificial curiosities, caravans, menageries, and musical exhibitions or performances.
- **Open-Air or Tent Show:** Any exhibition, event, or activity in open air or in tents.

- **Carnival:** An organized activity involving any amusement rides, games, or other festivities.
- **Circus:** An organized activity involving any trained animals, acrobats, or clowns.

SECTION 3: APPLICATION AND OTHER PROCEDURES

A. Application Deadlines

General Public Amusements

Not less than **forty-five (45)** days before the date on which a public amusement is to be held, any persons or representatives of the organized activity shall file a permit or license application with the **Special Events Department**.

Public Schools and Churches

Any public school or church organization shall, not less than **seven (7) days** before the date on which a public event is to be held, file a permit or license application with the **Special Events Department**.

B. Application Fee

- **Standard Fee:** \$500 non-refundable application fee made payable to the City of Pharr.
- **Exemption:** The \$500 application fee does not apply to public school or church events.

C. Required Application Materials

Along with the application fee (where applicable), the application shall include the following information and materials:

1. **Contact information:** Name, address, telephone numbers of all representatives, promoters, owners, performers, and vendors associated with the activity
2. **Financial statement:** Itemizing the funds being utilized to finance the activity
3. **Property Information:**
 - Location and description of the property where the event will be held
 - Name, address, and telephone numbers of the property owners
4. **Property Agreement:** Copy of the agreement between the property owners and event representatives or promoters
5. **Event Schedule:** The dates and times of the activity

6. **Capacity:** The maximum number of persons the activity will allow to attend on each day
7. **Clean-up Plan:** Specific, written description of the plan that will govern all clean-up procedures for the activity in compliance with legal and health standards
8. **Safety Plans:** Specific, written description of the plan governing:
 - Fire safety and smoke control
 - Traffic management
 - Parking arrangements
 - Security hazards and prevention
9. **Parking Plan:** Specific, written description of the plan governing the event and activity parking locations used solely for parking
10. **Medical Care Plan:** Specific, written description of the preparations made to provide adequate medical and nursing care during the event
11. **Insurance:** Copy of the general and/or special liability insurance policy and declarations and/or bonds of **\$1,000,000** covering event personnel, visitors, invitees, and participants.

D. Review Process

Following timely submission of the application fee and all required materials, the application shall be subject to review by:

1. Director or designee of the **Code Department**
2. Director or designee of **Development Services**
3. Director or designee of **Parks & Recreation**
4. Director or designee of **Health Department**
5. Fire Chief or designee
6. Police Chief or designee

E. Decision Authority

The reviewing personnel shall submit to the City Manager a report stating individual recommendations including approval, denial, conditions, or other fees required for compliance or to reimburse the City for costs. The City Manager shall have final authority in consideration of the application.

F. Approval Criteria

Factors considered for approval shall include:

1. Adequacy of the event location
2. Dates and times of the activity and potential conflicts with city-sponsored events
3. Maximum expected attendance
4. Reasonableness of clean-up procedures
5. Reasonableness of plans for fire, traffic, security, food, and parking
6. Adequacy of medical and nursing care preparations
7. Sufficiency of liability insurance.

SECTION 4: PROHIBITION; CONSPIRACY TO CIRCUMVENT; EXCEPTIONS

A. Prohibited Activities

1. **False Information:** It is unlawful to submit false information or materials, or to conduct an event without final written approval and necessary permits from the City of Pharr.
2. **Conspiracy to Circumvent:** It is unlawful to conspire to circumvent this Ordinance by allowing unauthorized use, transfer, or possession of a permit, license, or other authorization.

B. Exceptions

1. This Ordinance does not apply to events contracted or sponsored by the City of Pharr.
2. Public school and church events are exempt from the \$500 application fee shall and shall be handled through the **Special Events Department**.

SECTION 5: ENFORCEMENT; PUNISHMENT; PENALTIES

A. Enforcement Methods

Violations may be enforced by the City Attorney and may include:

- Abatement, removal, closure, or seizure of objects
- Suspension or cancellation of permits
- Other relief as necessary.

B. Penalties

- 1. Criminal Violations:** Class C misdemeanors
- 2. Civil penalties:** May reach \$1,000 per violation.
- 3. Multiple Prosecutions:** Violators may be prosecuted under all applicable laws if conduct also constitutes an offense under another law.

SECTION 6: INCORPORATION OF OTHER ORDINANCES

This Ordinance incorporates all other ordinances related to similar events. Any conflicting ordinance is repealed to the extent of the conflict. All other provisions remain in full force and effect.

SECTION 7: SEVERABILITY

If any part of this Ordinance is declared unconstitutional or invalid, the remainder shall remain in full force and effect.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall take effect upon passage and approval on three separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED THE THIRD AND FINAL READING BY THE BOARD
OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the ____ day
of _____, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.H.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

Agenda Item: Consideration and action, if any, on request from St. Frances Xavier Cabrini Church for assistance during the Cabalgata a la Virgen de Guadalupe on Sunday, December 7, 2025 from 1:00 p.m.-3:00 p.m. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: St. Frances X. Cabrini Church is hosting a Cabalgata (horse/riding) a la Virgen de Guadalupe on Sunday, December 7, 2025, from 1:00 p.m. to 3:00 p.m. The starting location is 6409 S. Jackson Rd. in Pharr and the ending location is 8001 S. Cage Blvd. The event is insured and will occupy only a portion of the shoulder.

Fiscal Consideration: N/A

Staff Recommendation: THE City Commission approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Abel Molina
David Friedlein
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025



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

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

Date of Event: Sunday December 7, 2025

Type of Event: ☐ Parade ☒ Walk-A-Thon ☐ Other _____

NAME OF CONTACT PERSON: Nydia E. Cavazos

ORGANIZATION (IF APPLICABLE): Mother Cabrini Parish

ADDRESS: 8001 S. Cage Blvd. CITY: Pharr TX ZIP CODE: 78577

PHONE NO.: 956-787-3554

CELLULAR PHONE: 956-460-6721

FAX NO.: _____

E-MAIL: St-frances-cabrini@cddc.org

PURPOSE AND DESCRIPTION OF EVENT:

Cabalgata a la Virgen De Guadalupe

START TIME: 1:00pm END TIME: 3:30pm

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

Starting Location: 6409 S. Jackson Rd. Pharr TX 78577

Ending Location: 8001 S. Cage Blvd. Pharr TX 78577

Will event occupy all or only a portion of the width of the street? Shoulder only

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information Catholic Mutual Relief Contact #: 956-542-2501

Applicant Signature: Nydia E. Cavazos ext. 354

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

City Manager's signature

Date

Certificate of Coverage

Date: 10/6/2025

Certificate Holder Diocese of Brownsville 1910 University Blvd. PO Box 2279 Brownsville TX 78522-2279	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
	Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154
Covered Location ST FRANCES XAVIER CABRINI (PHARR) 8001 S. CAGE BLVD PHARR, TX 78557-0000	

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	9007	7/1/2025	7/1/2026	Each Occurrence	500,000
	☒ Occurrence				General Aggregate	
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Saint Frances Xavier Cabrini Parish's Parade for the Virgin of Guadalupe on December 7, 2025.

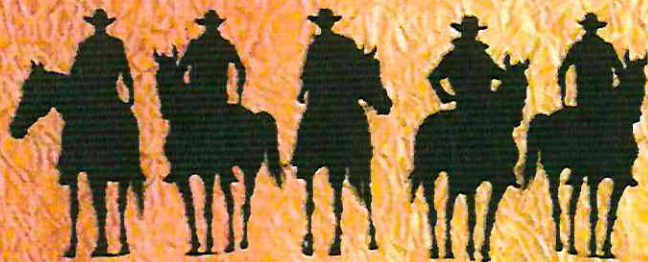
Holder of Certificate City of Pharr 118 S. Cage Blvd. Pharr, TX 78577	Cancellation Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
0261003280	Authorized Representative <i>Paul A. Peterson</i>

Parroquia Madre Cabrini

En Pharr Tx.

Invita A La Quinta

CABALGATA GUADALUPANA



DOMINGO 7 DE DICIEMBRE 2025

**6409 S JACKSON Rd,
PHARR, TX.**

REUNION 12:00 - SALIDA 1:00PM

MONTAR BAJO SU PROPIO RIESGO
HABRA REFRESCOS, CENA Y TRAILA



ASAMBLEA 3835



KofC Concilio 16796

Al servicio de la Iglesia
y Comunidad

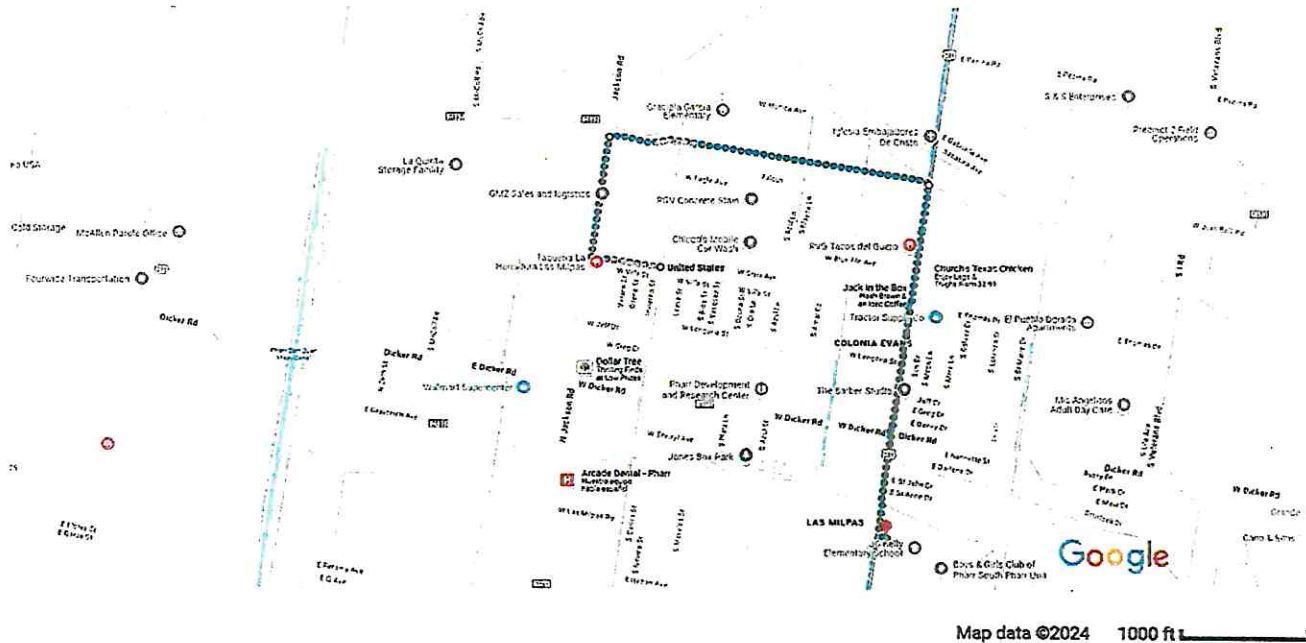


SA
Sanchez Botines





Pharr, Texas 78577 to Pharr, Texas 78577 Walk 3.5 miles, 1 hr 17 min



Use caution—walking directions may not always reflect real-world conditions

Pharr

Texas 78577

- ↑ 1. Head west on W Thomas Dr toward Interno St/S Invierno St
0.3 mi
- ➔ 2. Turn right onto S Jackson Rd
0.5 mi
- ➔ 3. Turn right onto Juan Balli Rd
1.3 mi
- ➔ 4. Turn right onto S Cage Blvd
1.4 mi
- ↩ 5. Turn left
210 ft

Pharr

Texas 78577

*requesting Pharr Police Dept. Mounted Patrol to help with vehicle/pedestrian traffic on shoulder of street.



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.I.

DATE SUBMITTED: October 23, 2025

MEETING DATE: November 3, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Maritza Magallan

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals (RFP) for the purchase and installation of artificial turf at the City's athletic sports complexes. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The city of pharr is in need of requesting for proposals for the Purchase and Installation of Artificial Turf for the Sports Complexes.
(Project No. 2526-01-522-S11-57)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Sergio Alanis

Maritza Magallan

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 10/23/2025

Approved - 10/24/2025

Approved - 10/28/2025

Approved - 10/28/2025

Approved - 10/28/2025

Approved - 10/28/2025

Final Approval - 10/28/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.J.

DATE SUBMITTED: October 23, 2025

MEETING DATE: November 3, 2025

FROM: Juan Gonzalez, Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on renewal of interlocal agreement between the Pharr Police Department and South Texas Auto Theft Task Force. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: To have an interlocal agreement between the Pharr Police Department and the South Texas Auto Theft Task Force for mutual aid and to collaboratively investigate vehicle burglary and theft of motor vehicles in the City of Pharr and both Hidalgo and Cameron Counties. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: Approximate funds for two task force Officers were budgeted and approved for FY 2025/2026. 80% of the approved funds will be reimbursed to the City of Pharr through this Interlocal Agreement.

Staff Recommendation: Staff recommends renewing the agreement.

Alternatives: Not renew agreement

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Juan Gonzalez
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/23/2025
Approved - 10/27/2025
Approved - 10/28/2025
Final Approval - 10/28/2025

Interlocal Agreement
State of Texas

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS,
THE CITY OF HARLINGEN, TEXAS, CAMERON COUNTY, TEXAS, THE CITY OF
MCALLEN, TEXAS, THE CITY OF PHARR, TEXAS, AND THE CITY OF DONNA,
TEXAS REGARDING A MUTUAL AID (BURGLARY AND THEFT OF MOTOR
VEHICLE FY 26) LAW ENFORCEMENT TASK FORCE TO COOPERATE IN
CERTAIN CRIMINAL INVESTIGATIONS**

THIS AGREEMENT is made this _____ day of _____, 2025, in the City of Brownsville, State of Texas, pursuant to the Inter-local Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth St, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of Harlingen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 E. Tyler Ave, Cameron County, Texas 78550, acting through the Harlingen City Commission, (3) the County of Cameron, a governmental division of the State of Texas, having its principal administrative offices at 1100 E. Monroe St, Brownsville, Cameron County, Texas 78520, acting through the Cameron Country Commissioners' Court (4) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (5) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, and (6) the City of Donna, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 307 S. 12th Street, Donna, Hidalgo County, Texas 78537, acting through the Donna City Council.

WITNESSETH

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Motor Vehicle Crime Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the MOTOR VEHICLE CRIME PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of \$1,960,343.00 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, SOUTH TEXAS AUTO THEFT TASK FORCE has agreed to contribute the total of **\$956,062.00** in matching funds if said grant application is approved; and,

WHEREAS, Cameron and Hidalgo County agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, **THE CITY OF BROWNSVILLE, THE CITY OF HARLINGEN, CAMERON COUNTY, THE CITY OF MCALLEN, THE CITY OF PHARR, and THE CITY OF DONNA AGREE AS FOLLOWS:**

I.

PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft & burglary criminal investigations, to include the agreement to conduct 68A vehicle inspections as often as scheduling and operations will allow for the individual cities of the task force for purposes of identifying stolen vehicles before titling in Texas. Whereby certain peace officers employed by said parties (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

To be established that there will be a fee for conducting 68A inspections to not be over \$40.00 dollars per inspection. Each agency part of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall decide whether they will charge for this service. The monies generated from these inspections will be deposited into the agency's account which shall be created solely for these events (unless it is deposited into a general account where track of the monies is kept). Once a month the monies generated will be transferred to the Grantee's account where it will be available for their agency's Taskforce member's needs as they arise. Each agency shall keep track of the inspections to include receipts if they so choose to charge.

II.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2025 to August 31, 2026, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions

contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

III.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IV.

EQUIPMENT and PERSONNEL

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/Investigators/Officer, not more than Eighteen (18) at any one time, assigned to the Task Force by the Brownsville Police Department, Harlingen Police Department, Cameron County Sheriff's Office, McAllen Police Department, Pharr Police Department, and Donna Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant (City of Brownsville). The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified, and inventory records will be updated.

V.

AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed

hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to reimbursement pursuant to the procedures established under the aforesaid state grant, after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging, and vehicle lease.

The personnel and sub grantee personnel (listed in the Professional and Contract Services Category) included in this grant shall only perform duties related to statutory purposes outlined in Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57. If the positions funded or used as cash match engage in general government duties, then the grantee (and sub-grantees) shall not submit for reimbursement the portion attributed to general government law enforcement operations.

VII.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency.

VIII.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron County and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COMMANDER. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo Counties; to this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COMMANDER shall remain solely responsible for the health, safety, acts, or omissions of that assigned peace officer or TASK FORCE COMMANDER.

IX.

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X.

UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment-Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation-Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cyber security Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cyber security training program for local government employees who have access to a local government computer system or

database. If Grantee has access to any state computer system or database, Grantee shall complete cyber security training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law-Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Cameron County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification-to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of South Texas Auto Theft Enforcement Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas

Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act-Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance-Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possesses longer term retention value. Grantee must include the substance of this clause in all sub-awards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct-Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit-The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring-Grantee represents and warrants that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub award performance goals are achieved.

XI.

FINANCIAL ADMINISTRATION

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

XII.

COMPLIANCE

Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

XIII.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.

CITY OF BROWNSVILLE, TEXAS

By: _____
John Cowen Jr., Mayor
(On _____, 2025)

ATTEST:

Name: _____

Title: _____

CITY OF HARLINGEN, TEXAS

By: _____
Norma Sepulveda, Mayor
(On _____, 2025)

ATTEST:

Name: _____

Title: _____

CAMERON COUNTY, TEXAS

By: _____
Eddie Trevino, County Judge
(On _____, 2025)

ATTEST:

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor
(On _____, 2025)

ATTEST:

Name: _____

Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2025)

ATTEST:

Name: _____

Title: _____

CITY OF DONNA, TEXAS

By: _____
David Moreno, Mayor
(On _____, 2025)

ATTEST:

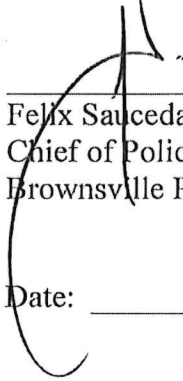
Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Brownsville Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.



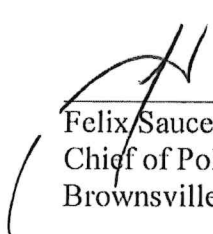
Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Pharr Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: _____

Juan F. Gonzalez
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ambrosio Hernandez, Mayor
City of Pharr, Texas 78577

Date

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57, requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that M.V.C.P.A funds have not been used to replace state or local funds that would have been available in the absence of M.V.C.P.A funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under TAC Rule §57.3 of this title (relating to Compliance Adoption by Reference).

AUTHORIZED OFFICIAL
Helen Ramirez

DATE _____

City of Brownsville
GRANTEE



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 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 - 10/22/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.1.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jennifer Smith, representing Brookhaven Events LLC., owner, DBA Brookhaven Event Center, has filed with the Planning and Zoning Commission a request for a 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 0.33 acres, more or less, out of Lot 2, Matt's Cash and Carry Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 404 East Interstate Highway 2, Building C. CUP#250811 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Jennifer Smith, representing Brookhaven Events LLC., owner, DBA Brookhaven Event Center, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 9, 2025, the Board voted unanimously to recommend approval of the request for a 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 the applicant and site being in compliance with all City Ordinances and City Department requirements. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 10/22/2025

Kimberly Mendoza

Approved - 10/22/2025

David Friedlein

Approved - 10/22/2025

Ricardo Rodriguez

Approved - 10/23/2025

City Management Office

Final Approval - 10/23/2025



MEMORANDUM

DATE: MONDAY, OCTOBER 20, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC FILE NO. CUP#250811 (BROOKHAVEN EVENT CENTER)
--

GENERAL INFORMATION:

APPLICANT: Jennifer Smith, representing Brookhaven Events LLC., owner, DBA Brookhaven Event Center, has filed with the Planning and Zoning Commission a request for a 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 0.33 acres, more or less, out of Lot 2, Matt's Cash and Carry Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 404 East Interstate Highway 2, Building C.

ZONING: The property is zoned General Business District (C). The properties to the north, east, and west are zoned General Business District (C). The properties to the south are zoned Residential Multi-Family High Density District (R-MFHD). The 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:	Pending inspection of the Conditional Use Permit.
HEALTH:	Pending inspection of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.
NOTIFICATION OF PUBLIC:	Ten (10) surrounding property owners were notified of the request by letter on September 26, 2025, and a legal notice was published in the Advance News Journal on September 24, 2025. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommended <u>approval</u> of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of October 9, 2025, the Board voted unanimously to recommend approval of the request for a 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 the applicant and site being in compliance with all City Ordinances and City Department requirements. There were six members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

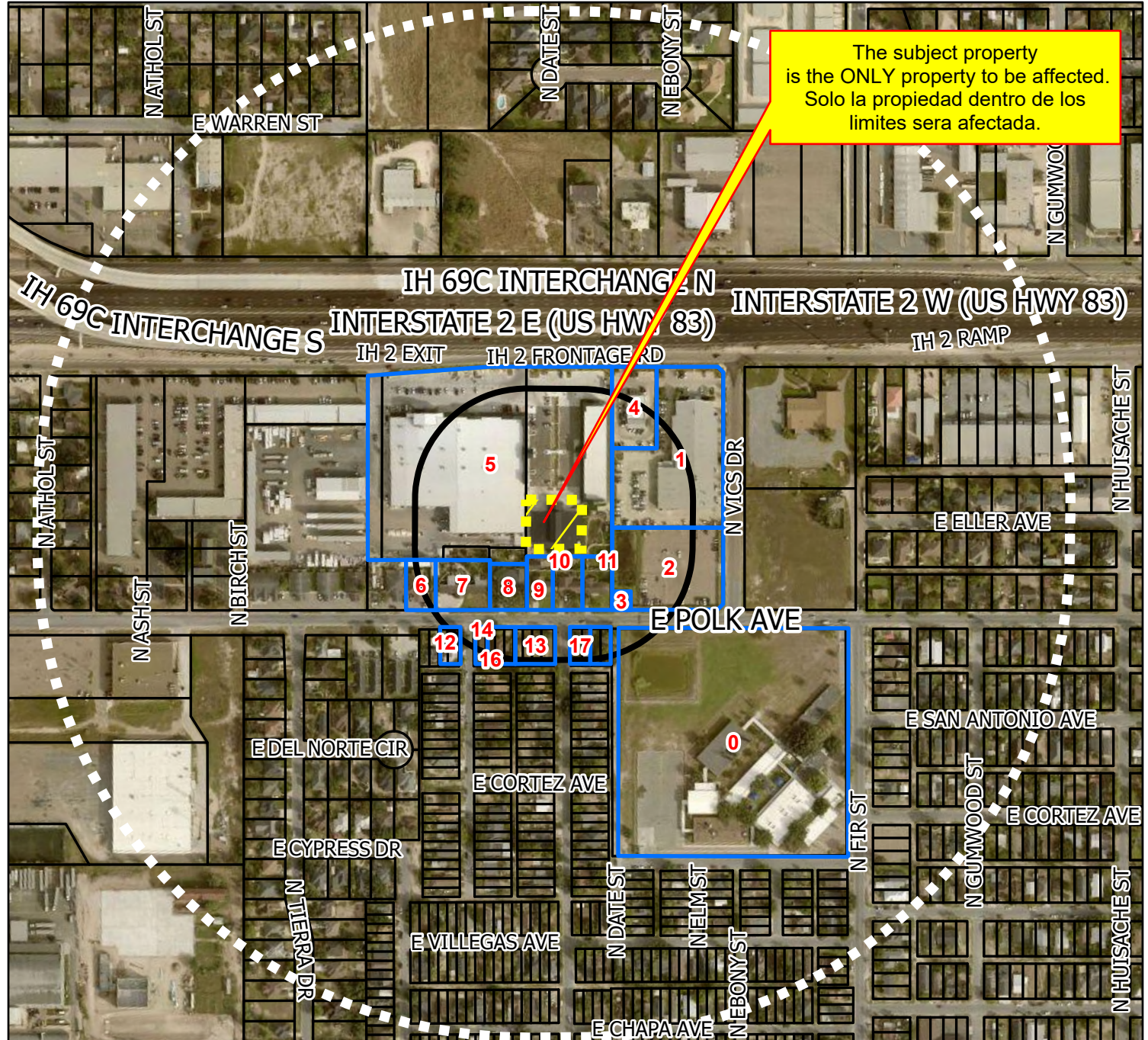
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.

3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation.

The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

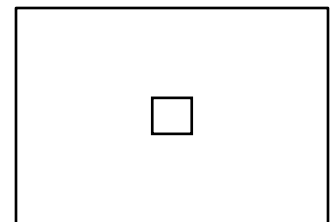
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

AERIAL

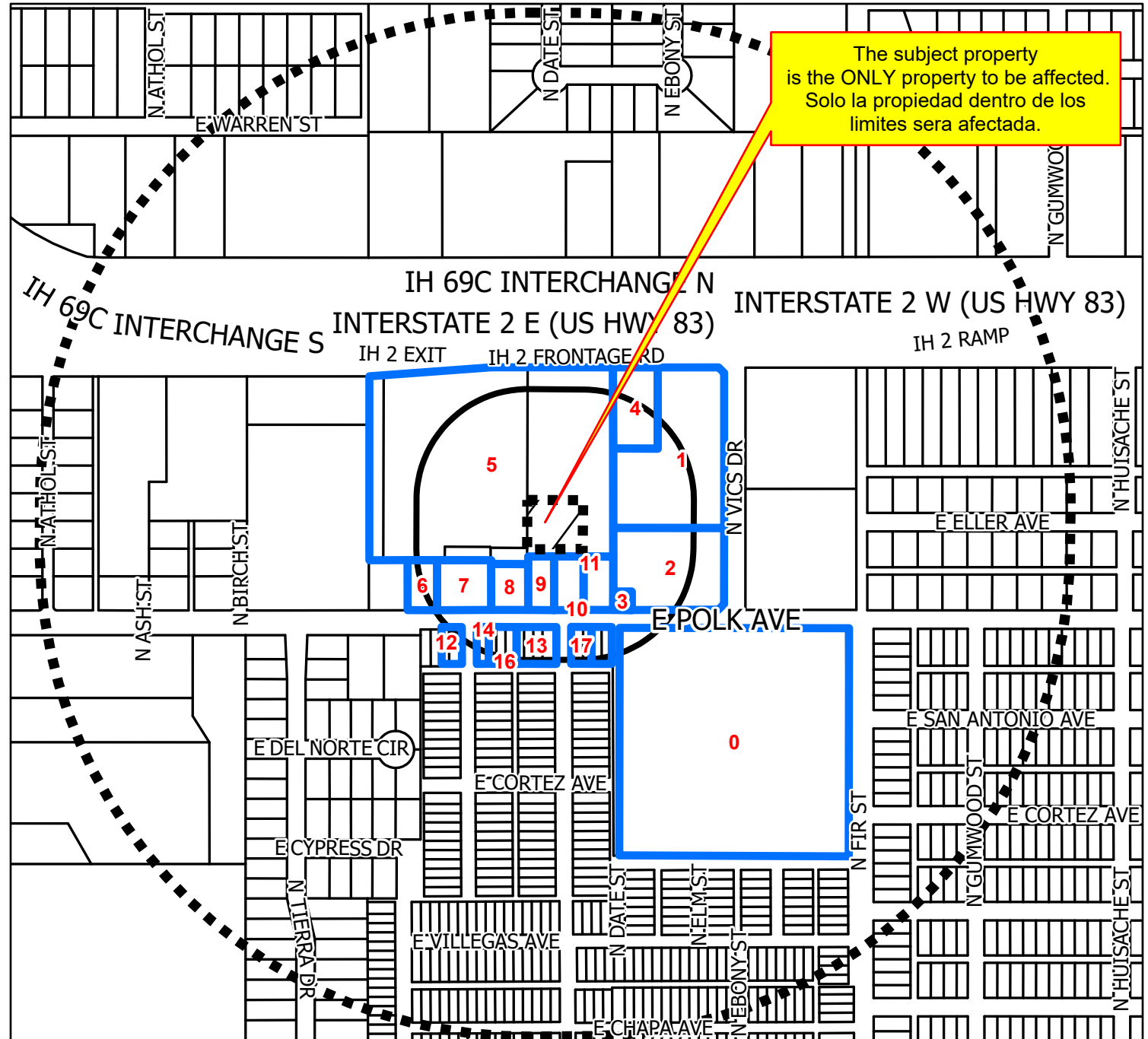


- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location
- Quarter Mile Radius

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

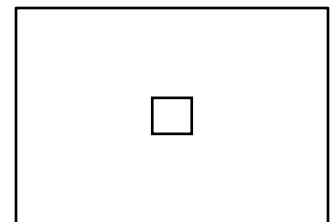


RADIUS

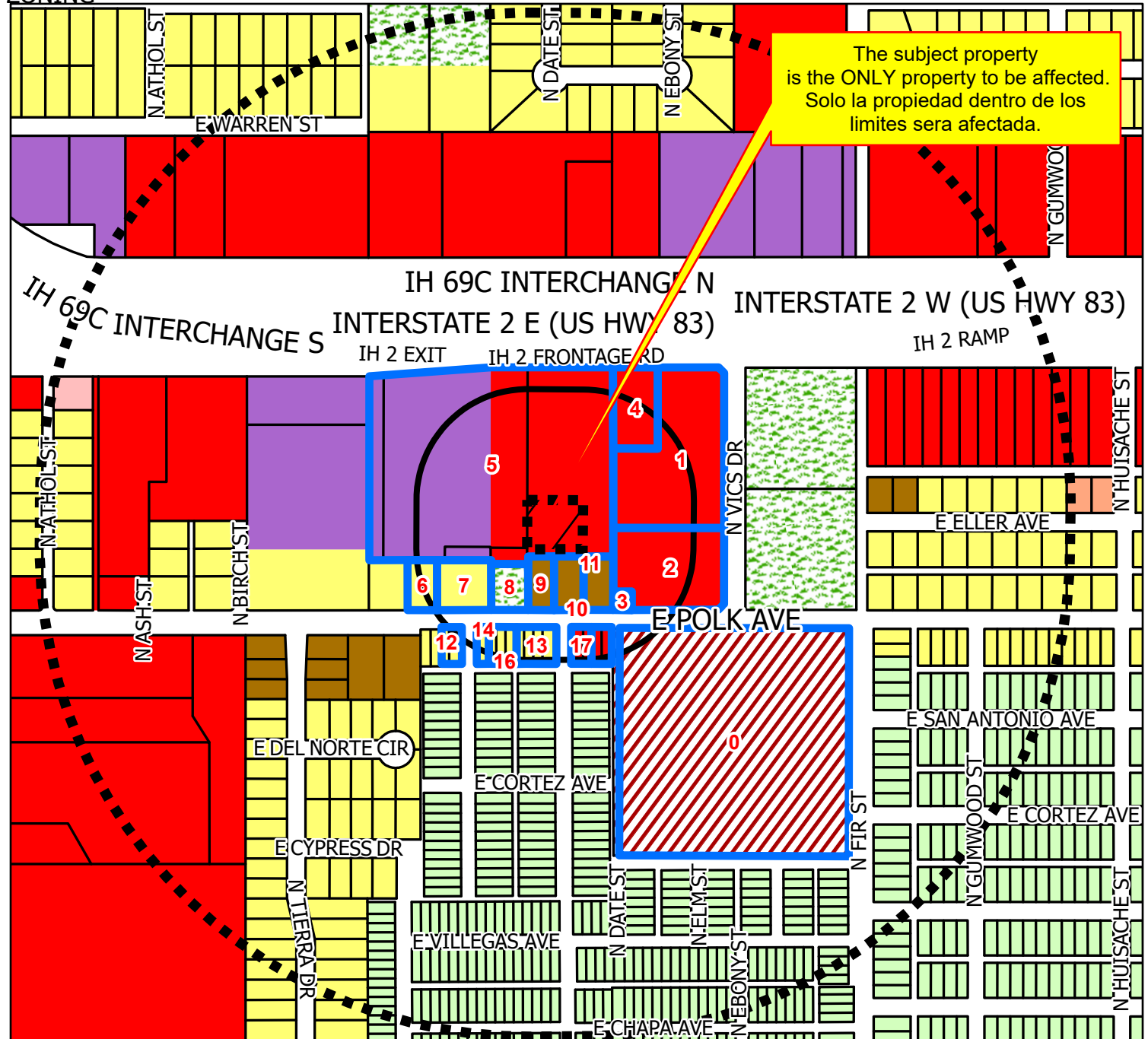


- Pharr City Limit
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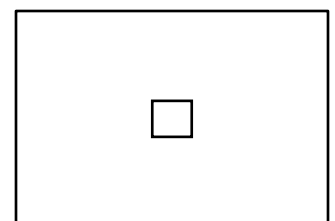


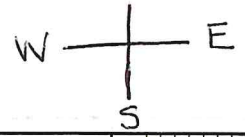
ZONING



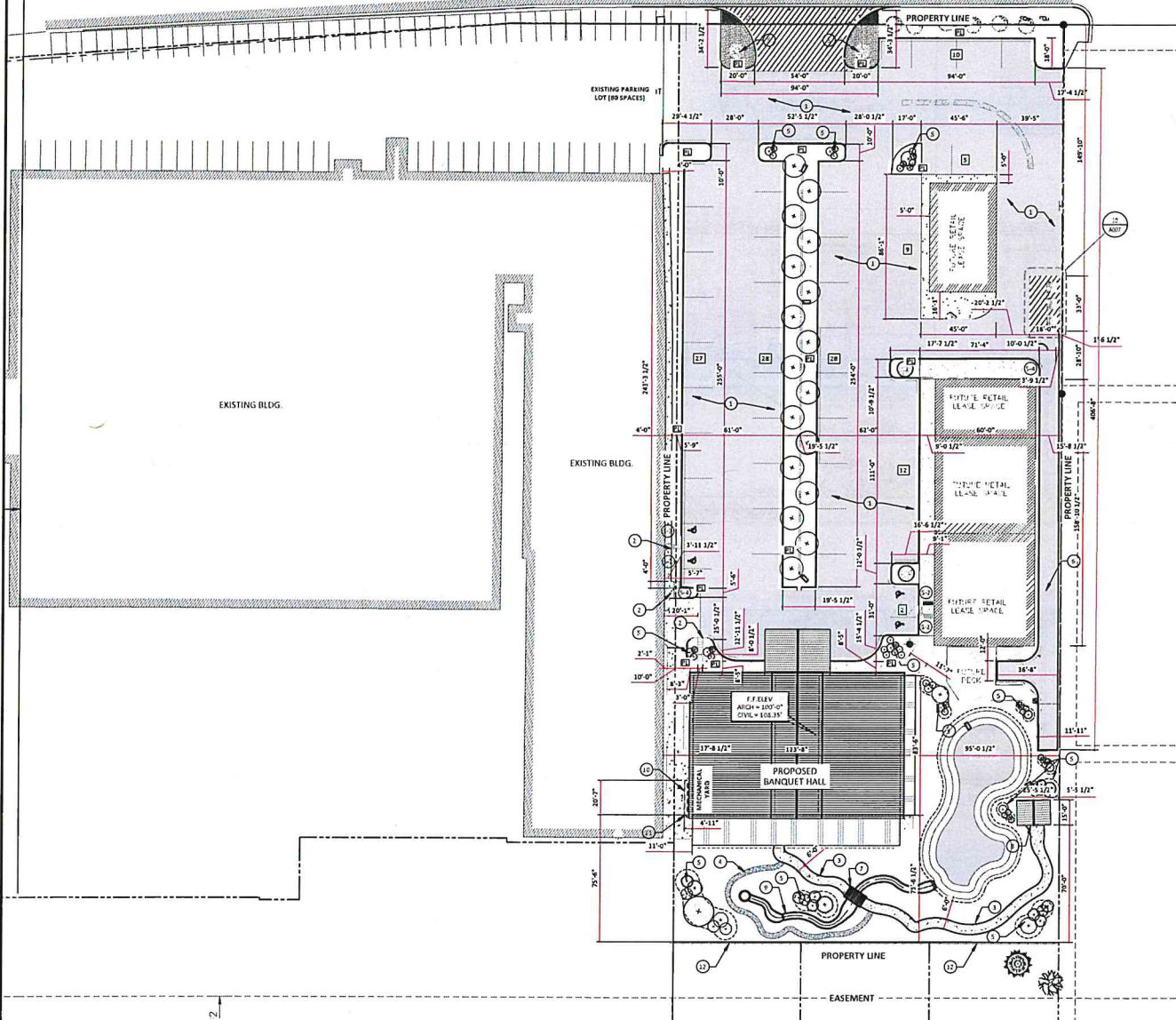
- | | | |
|-----------------------------|---------------------------------------|--------------------------|
| Pharr City Limit | Residential Multi-Family High Density | Heavy Commercial |
| 300 ft. Notification Buffer | Mobile Home | Heavy Industrial |
| Notified Properties | Townhouse | Limited Industrial |
| Location | HUD Code | Neighborhood Commercial |
| Quarter Mile Radius | Rail Road R.O.W | Office Professional |
| Agricultural Open Space | Government Owned | PSJA ISD |
| Single Family | General Business | Hidalgo ISD |
| Single Family Small Lot | Business District | Valley View ISD |
| Residential Multi-Family | Drainage Easement | Planned Unit Development |

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





U.S. HIGHWAY 83.



GENERAL SITE PLAN NOTES

- COORDINATE ALL SPOT ELEVATIONS AND DIMENSIONS WITH CIVIL AND STRUCTURAL DRAWINGS.
- PROVIDE POSITIVE DRAINAGE OF 1% MINIMUM / 2% MAXIMUM AT ALL EXTERIOR PAVED PEDESTRIAN AREAS SUCH AS SIDEWALKS, PATIOS, STAIRS, ETC. UNLESS NOTED OTHERWISE.
- PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING OF 5% FOR A DISTANCE OF 10 FEET UNLESS NOTED OTHERWISE.
- FINISH GRADE SLOPES SHALL BE NO STEEPER THAN 1 FOOT VERTICAL IN 3 FEET HORIZONTAL.

KEYED NOTES

- ASPHALT PAVING
- RAMP, SEE DETAIL 16/A006
- CONCRETE WALK, SEE DETAILS 1,2,3,4/A006. REFER TO CIVIL FOR ELEVATIONS.
- GRAVEL PATH
- LANDSCAPE PLANT BEDS
- ASPHALT PAVED DRIVE
- PRE-FABRICATED FOOTBRIDGE
- PRE-FABRICATED GAZEBO
- DRY STREAM BED W/ RIP-RAP BANKS
- 4'-0" CHAIN-LINK FENCE W/ PRIVACY SLATS
- 4'-0" x 3'-0" CHAIN-LINK GATE W/ PRIVACY SLATS
- EXISTING WOOD FENCE

SIGNAGE LEGEND

- DO NOT ENTER
- H/C PARKING
- STAFF PARKING
- AUTHORIZED VEHICLES ONLY
- VISITOR PARKING

SIGNAGE NOTES:
1. REFER TO DETAIL 13 SHEET A006 FOR SIGNAGE SCHEDULE.
2. NOT ALL SIGNAGE USED. REFER TO PLAN.

SYMBOL LEGEND

CHAIN-LINK FENCE

CHAIN-LINK SWING GATE

TREES

MULCHED LANDSCAPING BEDS

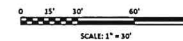
PLANTER

SITE INFORMATION

DESCRIPTION	QUANTITY
LOT AREA	125,997 S.F.
LANDSCAPE AREA REQ'D	18,876 S.F.
LANDSCAPE AREA PROVIDED	11,079
PARKING SPACES REQ'D	59
PARKING SPACES PROVIDED	121

NOTE: 80 EXISTING PARKING SPACES.

NOTE:
1. REFER TO CIVIL FOR ALL SITE RELATED WORK.
2. REFER TO CIVIL FOR DIMENSIONAL CONTROLS AND BENCH MARKS.



REV.	DESCRIPTION	DATE

BROOKHAVEN EVENT CENTER
PAHRR, TX
ARCHITECTURAL SITE
PLAN



100% CDs - ISSUED FOR CONSTRUCTION

URBAN
INFRASTRUCTURE
GROUP, INC.
200 S. Capitol Blvd.
Austin, Texas 78704
737.440.1237
www.urbaninfrastructure.com

DRAWING NO.
DATE
SCALE

SHEET NUMBER: A005

5 SITE PLAN
Scale: 1" = 30'



Pharr
Development Services



Site Photo

404 East Interstate Highway 2, Building C





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.2.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Oscar R. Romo and Priscilla Romo, DBA Cigar Society, have filed with the Planning and Zoning Commission a request for a 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 all of Lots 21, 22, 23 and 24, Block 29, Original Townsite of Pharr, Hidalgo County, Texas. The property is physically located at 116 West State Avenue. CUP#250912 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Oscar R. Romo and Priscilla Romo, DBA Cigar Society, have filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 9, 2025, the Board voted unanimously to recommend approval of the request for a 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 the applicant and site being in compliance with all City Ordinances and City Department requirements. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 10/22/2025

Kimberly Mendoza
David Friedlein
Ricardo Rodriguez
City Management Office

Approved - 10/22/2025
Approved - 10/22/2025
Approved - 10/23/2025
Final Approval - 10/23/2025



MEMORANDUM

DATE: MONDAY, OCTOBER 20, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC FILE NO. CUP#250912 (CIGAR SOCIETY)
--

GENERAL INFORMATION:

APPLICANT: Oscar R. Romo and Priscilla Romo, DBA Cigar Society, have filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 21, 22, 23 and 24, Block 29, Original Townsite of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 116 West State Avenue.

ZONING: The property and properties to the north, east, and west are currently zoned Business District (C-2) and General Business District (C) to the south. The 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:	Pending inspection of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.
HOURS OF OPERATION:	Hours of operation will be from Sunday through Wednesday 8am-1am and Thursday to Saturday 8am-2am.
NOTIFICATION OF PUBLIC:	Thirty (30) surrounding property owners were notified of the request by letter on September 26, 2025, and a legal notice was published in the Advance News Journal on September 24, 2025. Staff received no response to the letters of the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommends <u>approval</u> 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) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of October 9, 2025, the Board voted unanimously to recommend approval of the request for a 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 the applicant and site being in compliance with all City Ordinances and City Department requirements. There were six members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

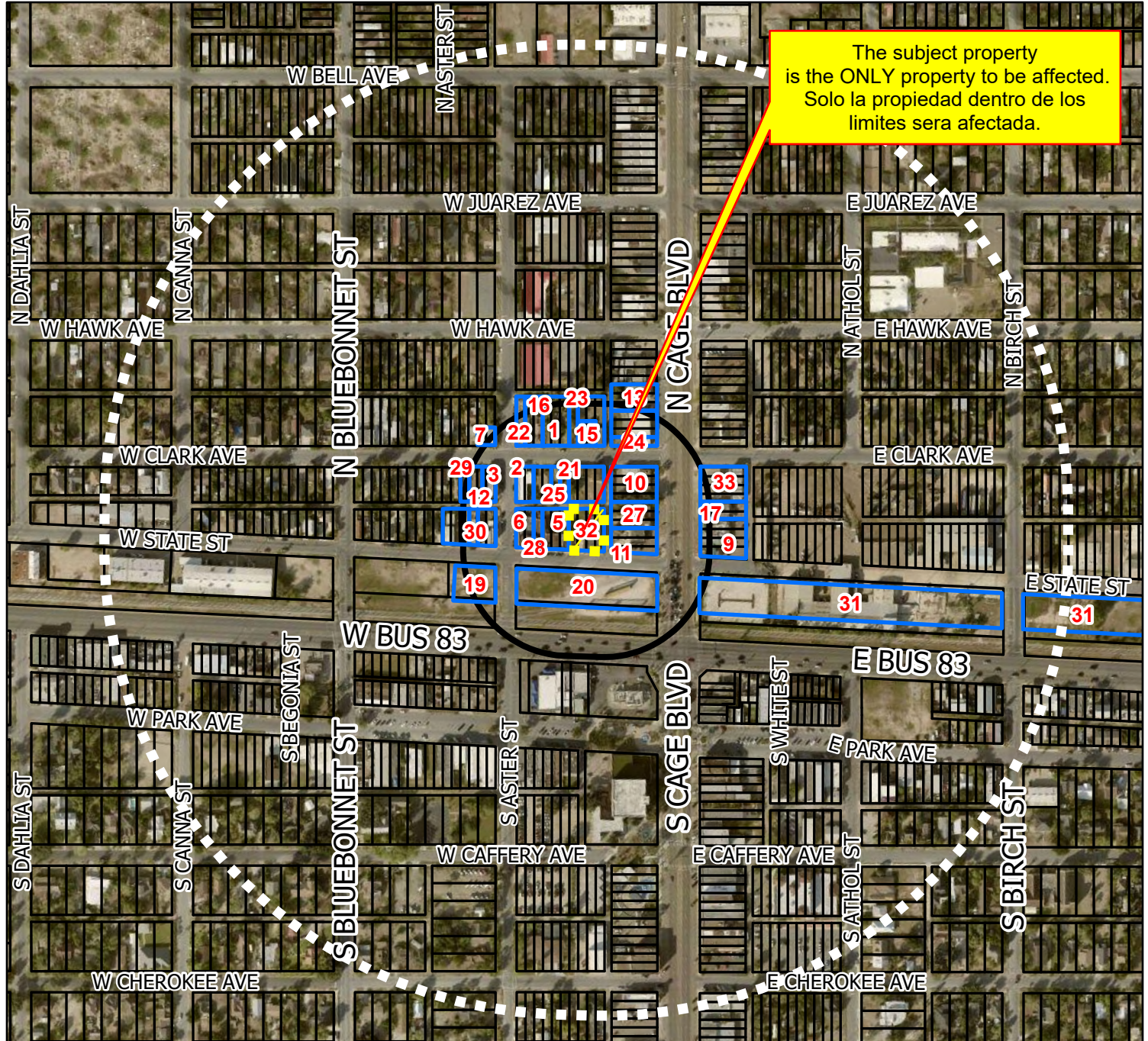
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of

alcoholic beverages within 300 feet of a church, public or private school, or public hospital.

3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
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6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this

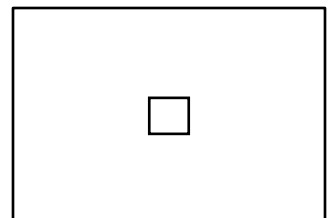
provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.



- Pharr City Limit
- Quarter Mile
- 300 ft. Notification Buffer
- Notified Properties
- Location

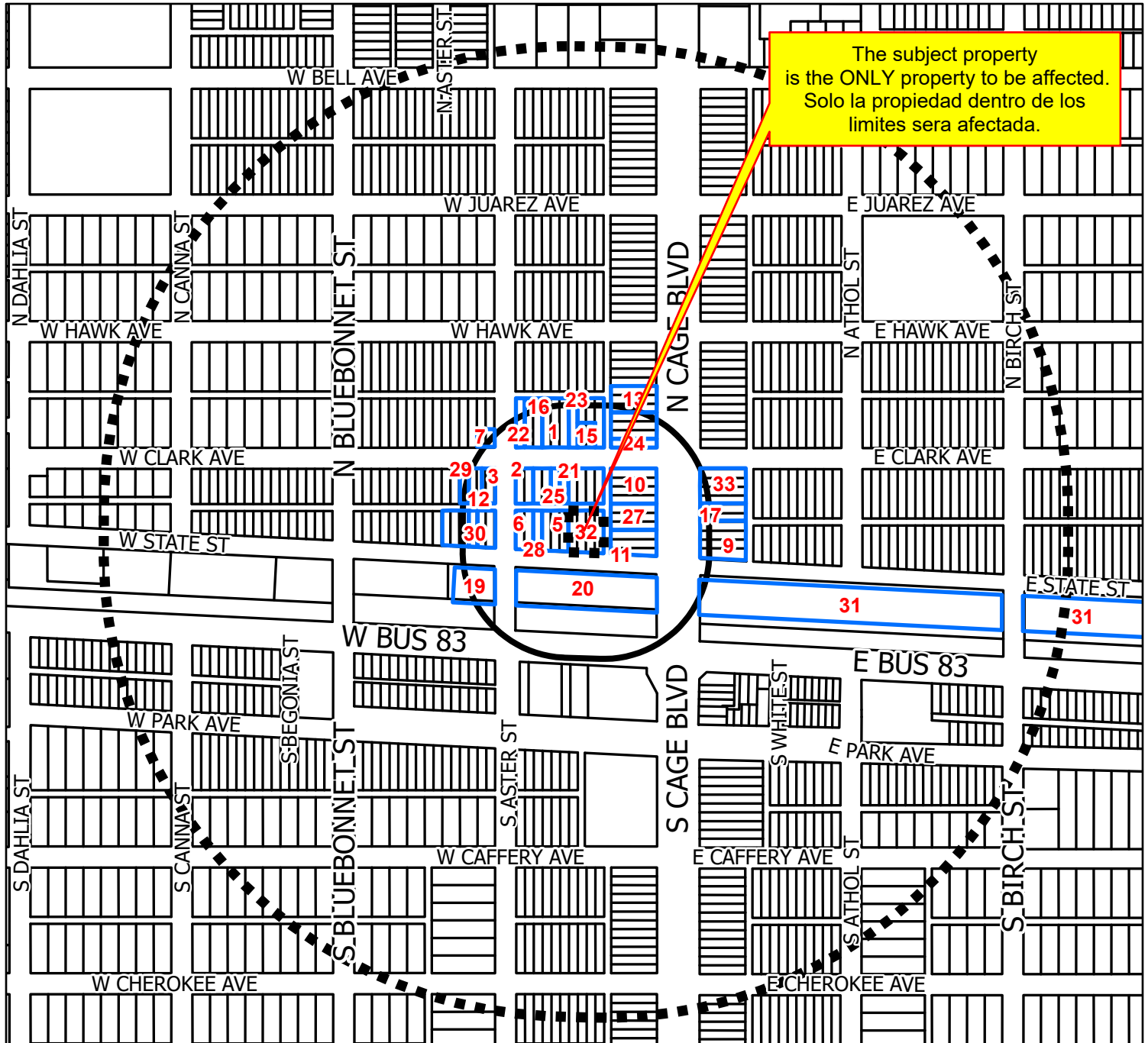
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Conditional Use Permit
Pharr Original Townsite Lot 21-24 Blk
29
116 W State Ave/Oscar Romo
RADIUS



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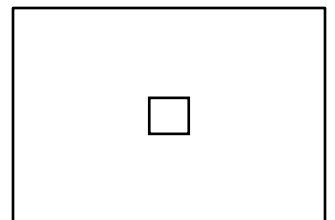
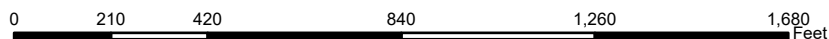
- Pharr City Limit
- Quarter Mile
- 300 ft. Notification Buffer
- Notified Properties
- Location

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City of Pharr, Texas
Engineering Department
956.402.4221

Date: 9/24/2025

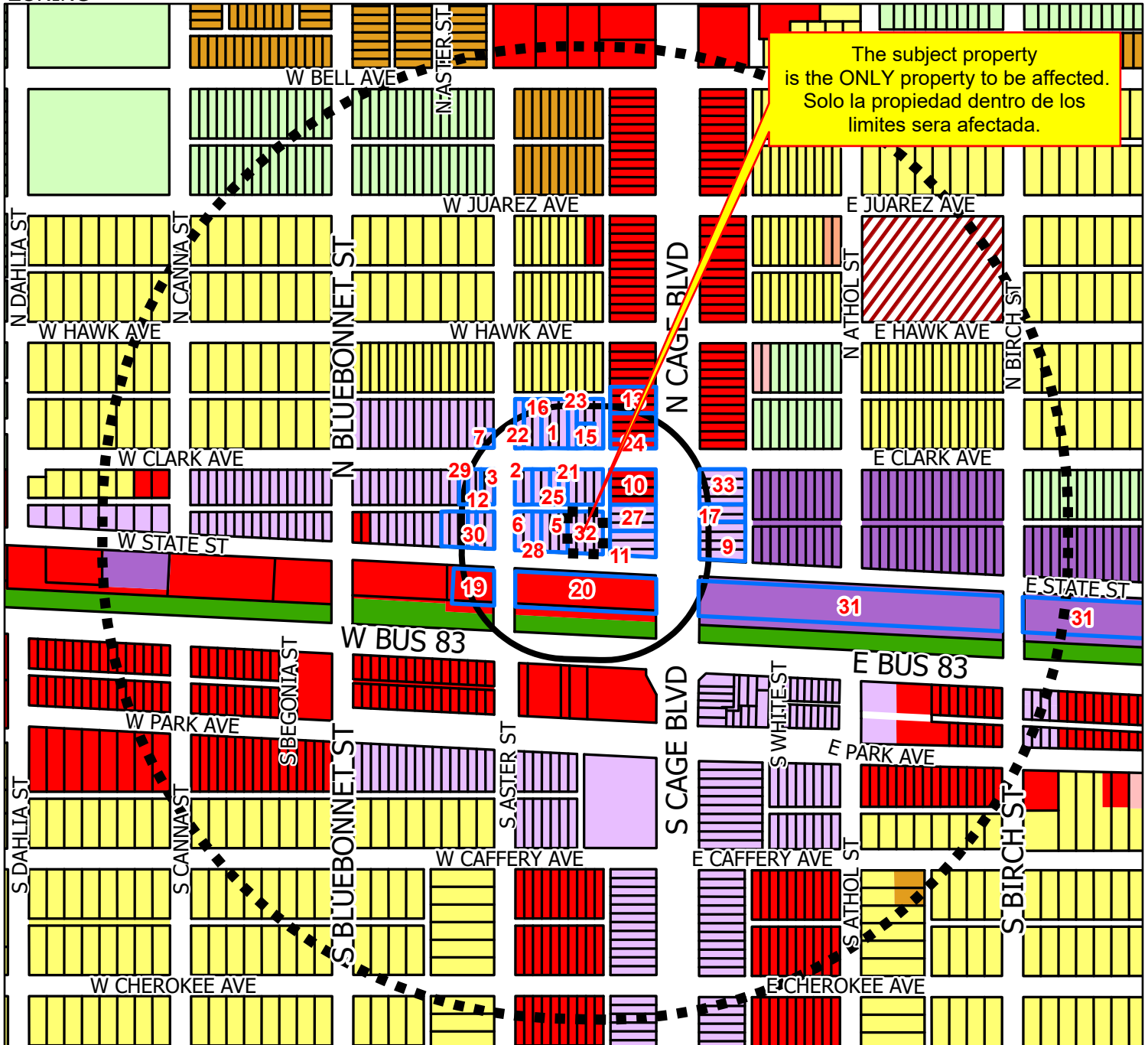
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Proposed Conditional Use Permit Pharr
Original Townsite Lot 21-24 Blk 29
116 W State Ave/Oscar
ZONING



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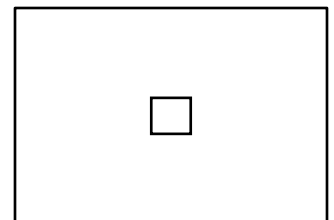
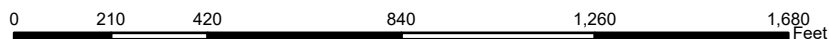
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|-----------------------------|---------------------------------------|--------------------------|
| Pharr City Limit | Residential Multi-Family High Density | Heavy Commercial |
| Quarter Mile | Mobile Home | Heavy Industrial |
| 300 ft. Notification Buffer | Townhouse | Limited Industrial |
| Notified Properties | HUD Code | Neighborhood Commercial |
| Location | Rail Road R.O.W | Office Professional |
| Agricultural Open Space | Government Owned | PSJA ISD |
| Single Family | General Business | Hidalgo ISD |
| Single Family Small Lot | Business District | Valley View ISD |
| Residential Multi-Family | Drainage Easement | Planned Unit Development |

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City of Pharr, Texas
Engineering Department
956.402.4221

Date: 9/24/2025

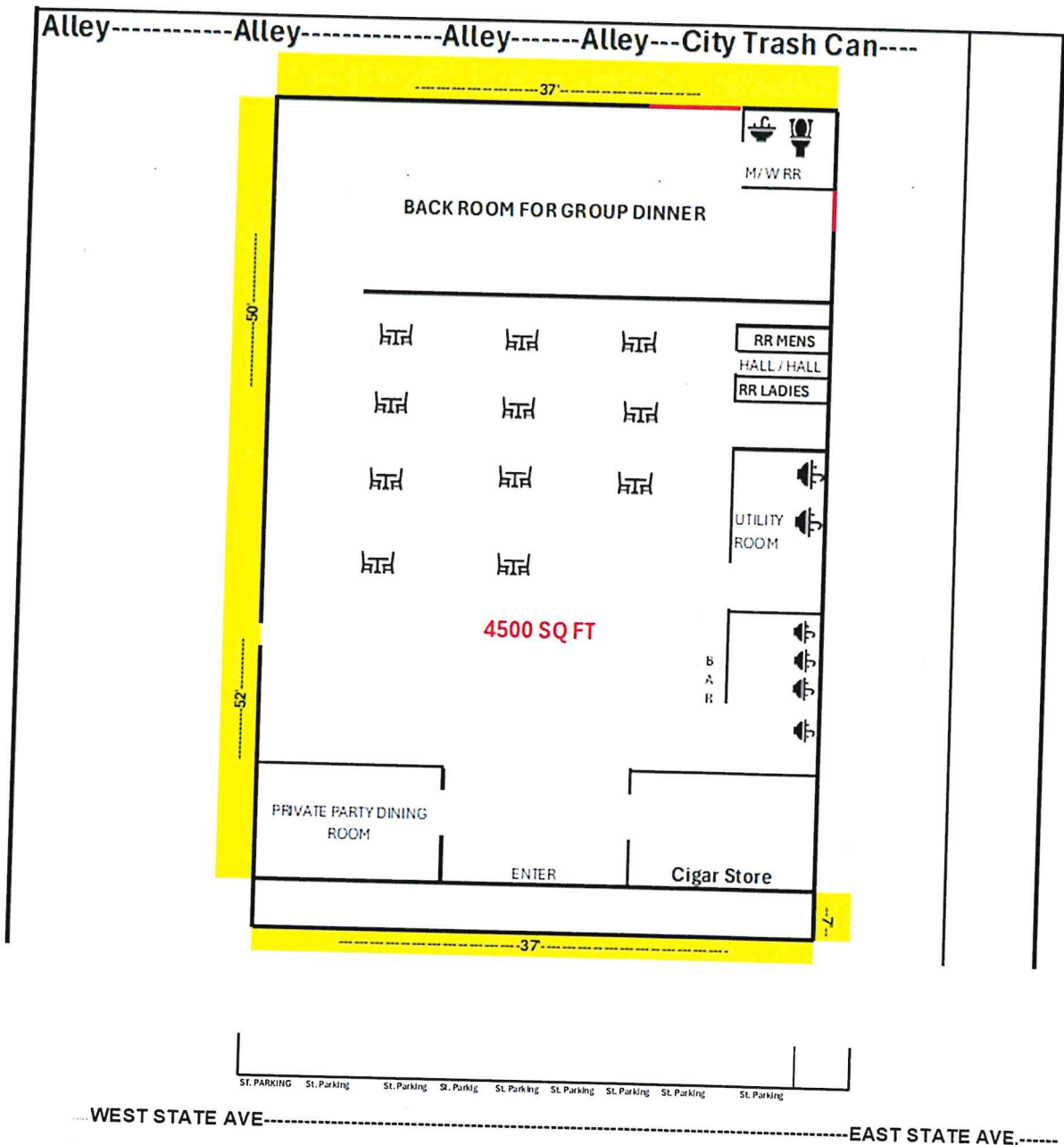
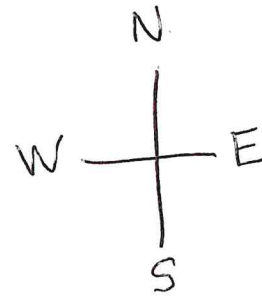
Scale: 1:5,000



Cigar Society Café

116 W State Ave.

Pharr, Texas 78577





Pharr
Development Services



Site Photo

116 West State Avenue





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.3.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food truck. The property is legally described as Lot 1, De Alba Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 902 South Cage Boulevard. CUP#240818 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food truck. This request constitutes the 1st renewal for Carniceria Mendez.

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 the site and applicant being in compliance with all City Ordinances and City Department requirements. In addition, the Conditional Use Permit is for the main building only and not for the food truck.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Kimberly Mendoza
David Friedlein
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Approved - 10/23/2025
Final Approval - 10/23/2025



MEMORANDUM

DATE: MONDAY, OCTOBER 20, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#240818 (CARNICERIA MENDEZ)

GENERAL INFORMATION:

APPLICANT: Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food truck.

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

LOCATION: The property's physical address is 902 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The properties to the north are zoned General Business District (C). Office and Professional District (O-P) to the east, Townhouse Residential District (R-TH) to the south and Residential Multi-Family District (R-MF) to the west. This area is generally designated for commercial use in the Land Use Plan.

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

**FIRE
DEPARTMENT:** 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. In
addition, the Conditional Use Permit is for the main
building only and not for the food truck.



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 20, 2025

Conditional Use Permit **Renewal** for ABC –

Carniceria Mendez

Background:

Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., are 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 Carniceria Mendez.

The property is located at 902 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.

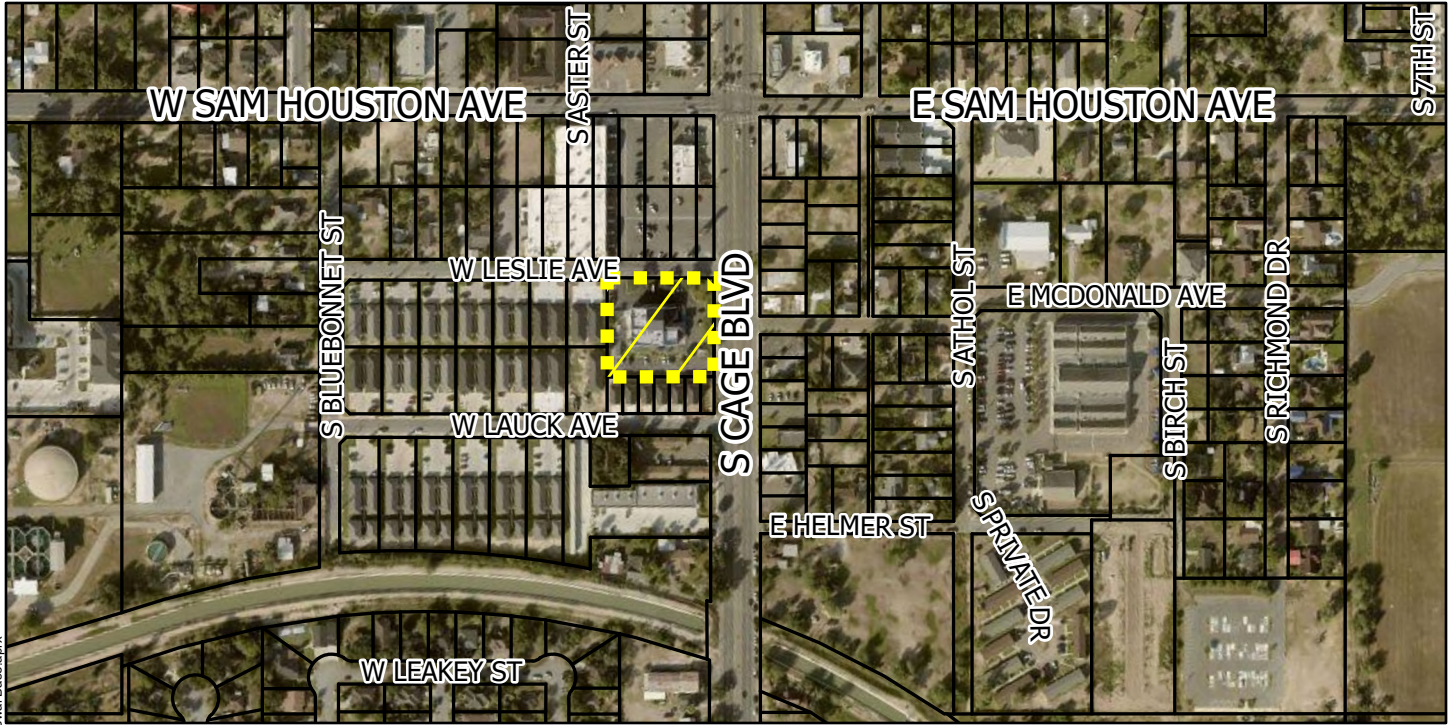
Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption.

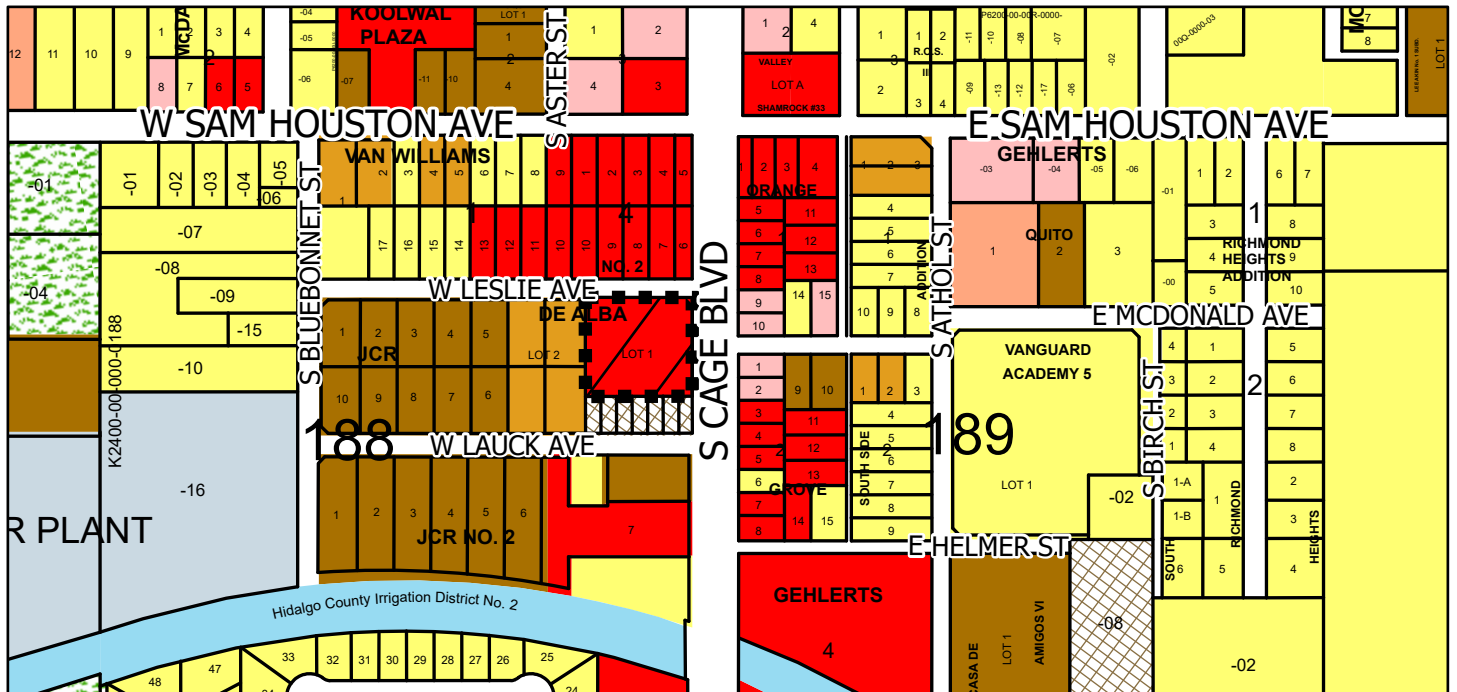
Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov

CUP Renewal
 Lot 1, De Alba Subdivision,
 an addition to the City of Pharr
 Carniceria Mendez/Jose Mendez



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- | | | | |
|---------------------------------------|------------------|-------------------------|--------------------------|
| 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: 1:5,000

0 205 410 820 1,230 1,640 Feet



Date: 9/9/2025



Pharr
Development Services



Site Photo

902 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.4.

DATE SUBMITTED: October 27, 2025

MEETING DATE: November 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Parmveer Lidhar, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility. The property is legally described as Lots 2 and 3 of the Southwind Gardens Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The property's physical address is 1804 West Ridge Road. CUP#250913 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Parmveer Lidhar, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
David Friedlein

Created/Initiated - 10/27/2025
Approved - 10/27/2025
Approved - 10/27/2025

City Management Office

Final Approval - 10/27/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, NOVEMBER 3, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR LIFE OF THE USE (SELF-STORAGE) FILE NO. CUP#250913

GENERAL INFORMATION:

APPLICANT: Parmveer Lidhar, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lots 2 and 3 of the Southwind Gardens Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1804 West Ridge Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north. Agricultural and/or Open Space District (A-O) to the east and General Business District (C) and Residential Multi-Family High Density (R-MFHD) to the west. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	FIRE DEPARTMENT:	Inspection to be conducted at building permit phase.
------------------	-------------------------	--

CODE COMPLIANCE:	Inspection to be conducted at building permit phase.
-------------------------	--

**DEVELOPMENT
SERVICES:**

Recommends approval of the
Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Thirteen (13) surrounding property owners were notified of the request by letter on October 10, 2025, and a legal notice was published in The Advance News Journal on October 08, 2025. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

**PLANNING & ZONING
COMMISSION:**

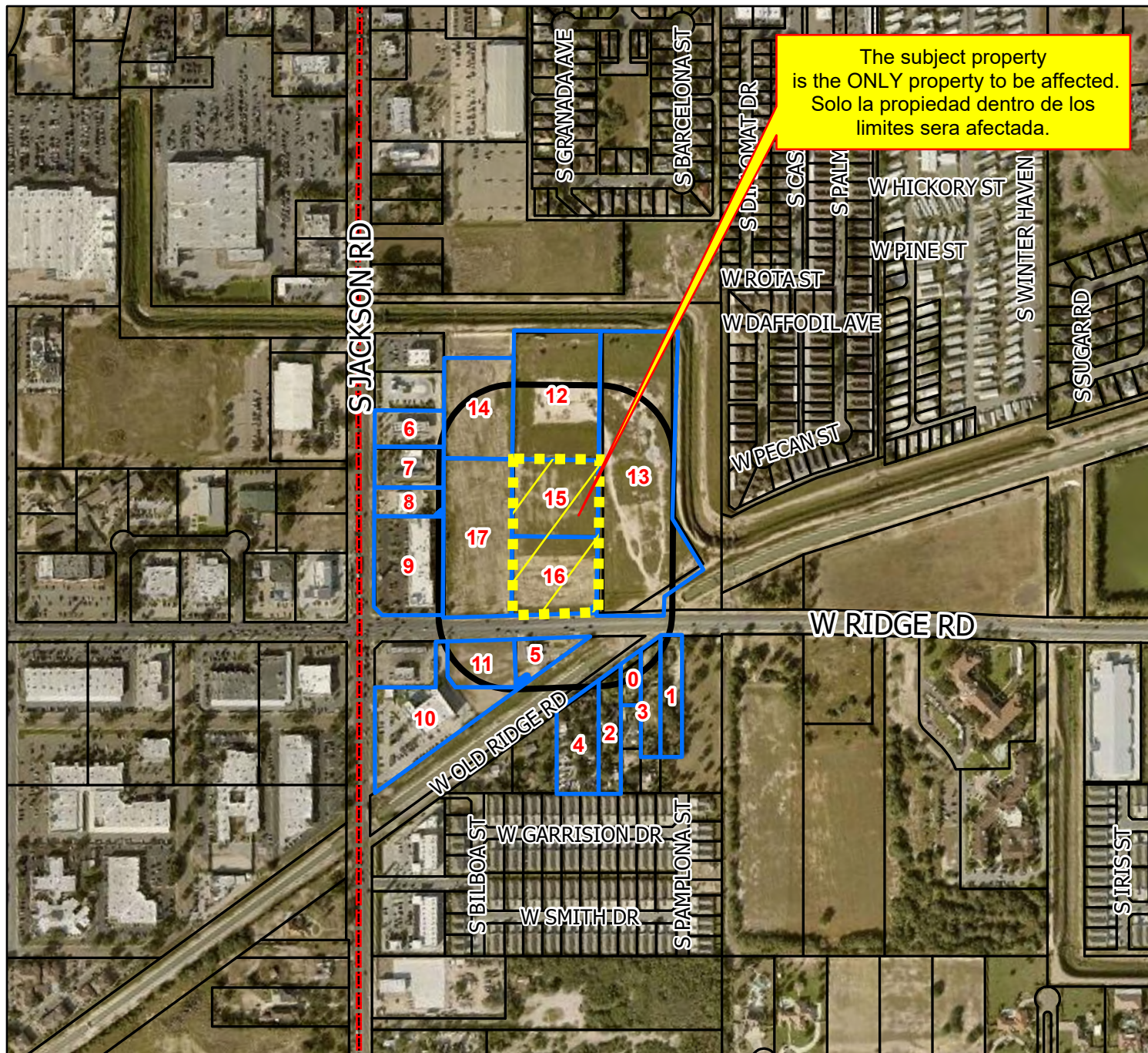
At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage Facility in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were five members present and voting.

NOTE: This item is scheduled to go before the City Commission Meeting of **Monday, November 03, 2025, at 4:00 p.m.**

1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. No living amenities shall be installed in any unit;
3. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
4. Must be in compliance with Ordinance O-2019-23;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.

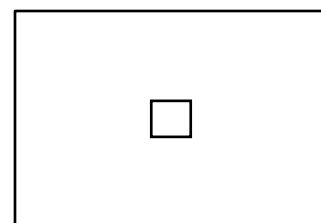
- Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
- Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

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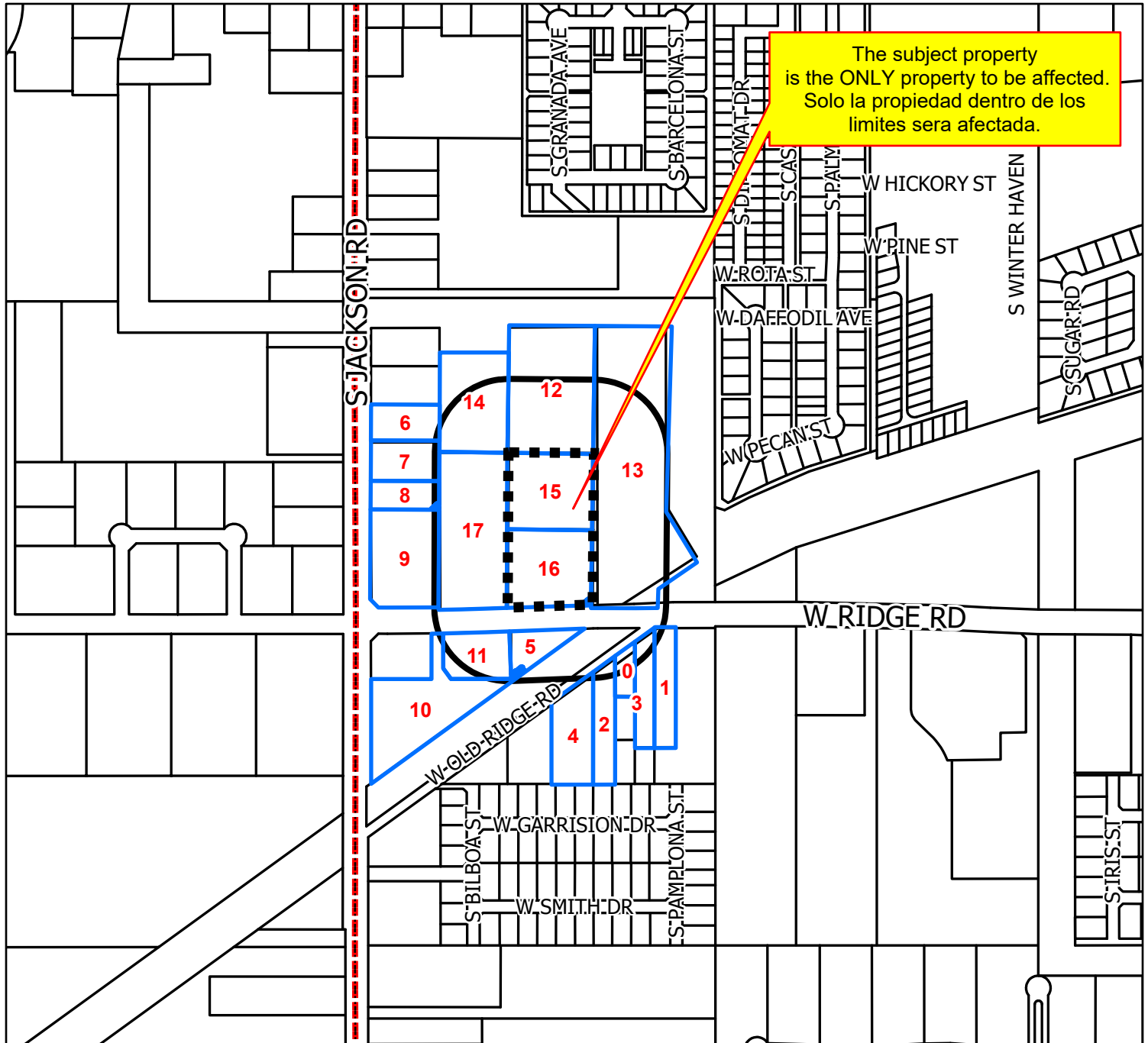


- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location

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

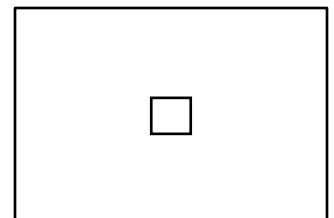


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-  Pharr City Limit
-  300 ft. Notification Buffer
-  Notified Properties
-  Location

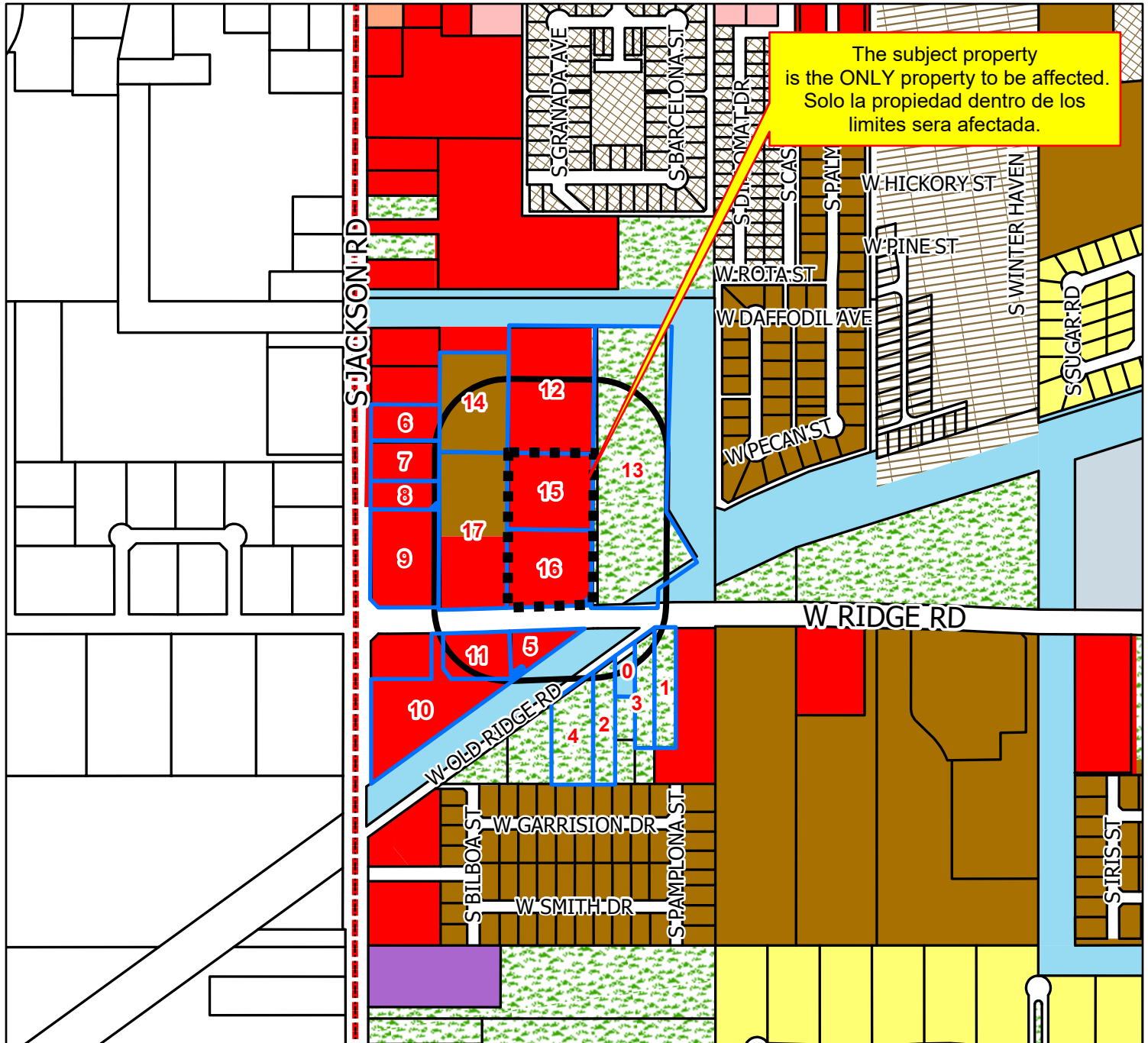
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



CUP 250913 SELF
STORAGE PARMVEER
LIDHAR ZONING

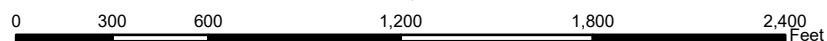
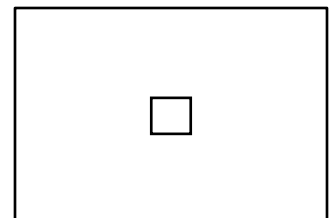


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- | | | |
|---------------------------------------|-------------------|--------------------------|
| Pharr City Limit | Mobile Home | Heavy Industrial |
| 300 ft. Notification Buffer | Townhouse | Limited Industrial |
| Notified Properties | HUD Code | Neighborhood Commercial |
| Location | Rail Road R.O.W | Office Professional |
| Agricultural Open Space | Government Owned | PSJA ISD |
| Single Family | General Business | Hidalgo ISD |
| Single Family Small Lot | Business District | Valley View ISD |
| Residential Multi-Family | Drainage Easement | Planned Unit Development |
| Residential Multi-Family High Density | Heavy Commercial | |

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



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G002	ACCESSIBILITY REQUIREMENTS
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C1.1	GENERAL NOTES
C1.2	GENERAL NOTES
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P300	PLUMBING DETAILS

ACCESSIBILITY REQUIREMENTS

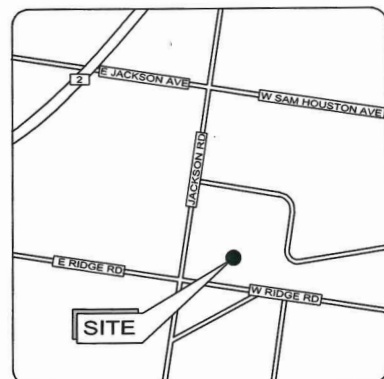
REFERENCES TO A.D.A. REQUIREMENTS IN THESE DRAWINGS MAY BE REFERENCED ON SHEET G001 AND G002 OF THESE CONSTRUCTION DOCUMENTS. THIS PARTIAL SET OF REGULATIONS IS NOT INTENDED TO REPLACE THE TAB REGULATIONS DATED MARCH 5TH, 2012.

ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE TAB REGULATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.

CONTRACTOR NOTICE

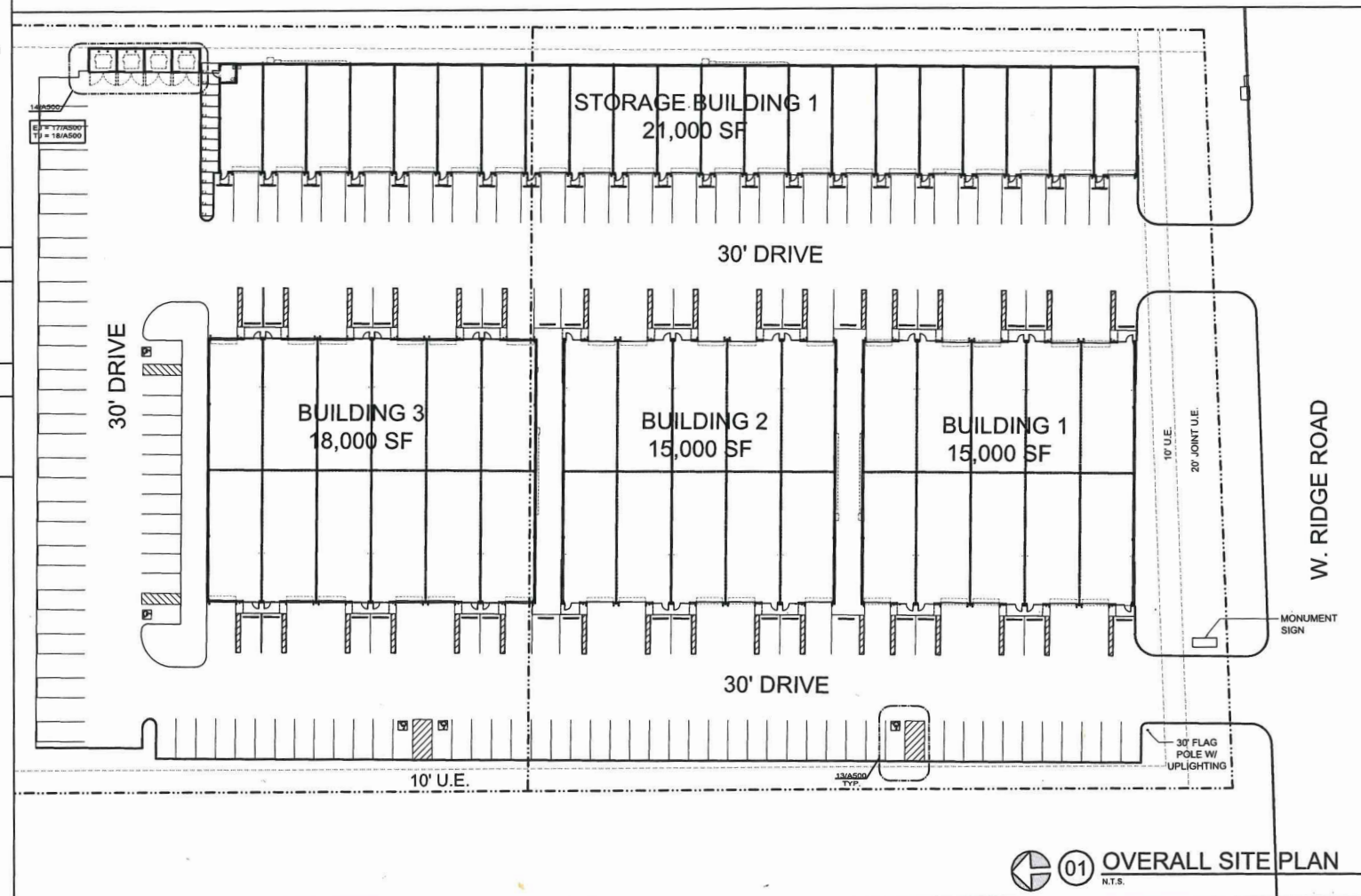
ARCHITECTURAL CAD FILES FOR USE BY GENERAL CONTRACTOR OR SUB CONTRACTOR MAY BE OBTAINED FROM CDA ARCHITECTS. THE END USER OF THE FILE(S) WILL BE REQUIRED TO SIGN A RELEASE FORM PRIOR TO THE DISTRIBUTION OF THE CAD FILE(S). SUBMIT YOUR REQUEST TO THE CDA PROJECT MANAGER FOR REVIEW.

THE ARCHITECTS CONSULTANTS CAD FILES MUST BE OBTAINED DIRECTLY FROM THE CONSULTANTS AT THE CONSULTANT'S DISCRETION.



NORTH
VICINITY MAP
N.T.S.

RIDGE ROAD BUSINESS PARK BLDG 1, 2, 3, AND STORAGE BUILDING 1 1804 W. RIDGE ROAD PHARR, TEXAS 78577



01 OVERALL SITE PLAN
N.T.S.

PROJECT INFO

OWNER
LIDHAR DEVELOPMENT
ATTN: PARMVEER LIDHAR
EMAIL: LIDHAR@LIDHARDEVELOPMENT.COM
PH: (956) 240-2675

ARCHITECT
CDA ARCHITECTS
20445 STATE HWY. 249, SUITE 200
HOUSTON, TEXAS 77070
PH: (832) 678-9232
FAX: (832) 678-9240
ATTN: STUART ALLISON, A.I.A.

STRUCTURAL
DALLY + ASSOCIATES, INC.
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
PH: (713) 337-8881
FAX: (713) 337-8882
ATTN: ERASMO MORALES

ELECTRICAL & PLUMBING
SALAS O'BRIEN
10930 W. SAM HOUSTON PKWY., SUITE 900
HOUSTON, TEXAS 77064
PH: (281) 664-1900
FAX: (281) 664-1912
ATTN: JEREMY KAULFUS

CIVIL
RGV STRATA
4900 W EXPY 83 SUITE 202 MCALLEN, TX 78504
PH: (956) 650 6034
ATTN: MARK CORBITT

LANDSCAPE ARCHITECT
HEFFNER DESIGN TEAM
4100 N 22ND STREET
MCALLEN, TX 78504
PH: (956) 212 3385
ATTN: ANDREW HEFFNER

BUILDING CODE ANALYSIS

SUMMARY OF THE PROJECT NEW GROUNDUP CONSTRUCTION OF A SHELL BUILDING LOCATED AT: 1804 W. RIDGE ROAD PHARR, TX 78577			
BUILDING DEPARTMENT CONTACT CITY OF PHARR 115 S. GAGE BLVD. PHARR, TX 78577 PHONE: 361-42-0000			
APPLICABLE BUILDING CODES			
BUILDING	2018 INTERNATIONAL BUILDING CODE	LOCAL AMENDMENTS	
FIRE	2018 INTERNATIONAL FIRE CODE	LOCAL AMENDMENTS	
PLUMBING	2018 INTERNATIONAL PLUMBING CODE	LOCAL AMENDMENTS	
MECHANICAL	2018 INTERNATIONAL MECHANICAL CODE	LOCAL AMENDMENTS	
ELECTRICAL	STATE OF TEXAS ADOPTED 2017 NFPA 70	LOCAL AMENDMENTS	
ACCESSIBILITY	2018 INTERNATIONAL STANDARDS	A.D.A. / F.A.S.	
ENERGY	2018 INTERNATIONAL ENERGY CODE / ASHRAE 90.1 2013	LOCAL AMENDMENTS	
CONSTRUCTION TYPE TYPE I-B UNSPRINKLED			
GROSS BUILDING AREA: 69,000 S.F.			
OCCUPANCY CLASSIFICATION (GROUP B - BUSINESS / BUILDING 1)			
CALCULATED OCCUPANT LOAD			
EXIT CAPACITY			
MINIMUM NUMBER OF EXITS			
OCCUPANCY CLASSIFICATION (GROUP B - BUSINESS / BUILDING 2)			
CALCULATED OCCUPANT LOAD			
EXIT CAPACITY			
MINIMUM NUMBER OF EXITS			
OCCUPANCY CLASSIFICATION (GROUP B - BUSINESS / BUILDING 3)			
CALCULATED OCCUPANT LOAD			
EXIT CAPACITY			
MINIMUM NUMBER OF EXITS			
OCCUPANCY CLASSIFICATION (GROUP S1 - STORAGE / STORAGE BUILDING 1)			
CALCULATED OCCUPANT LOAD			
EXIT CAPACITY			
MINIMUM NUMBER OF EXITS			

11/14/2024

12/09/2024

06/13/2025

OWNER REVIEW

DESIGN FOR BID

ISSUE FOR BIDDING

CDA Architects

20445 State Hwy 249, Suite 200

Houston, Texas 77070

832/678-9232

832/678-9240

LIDHAR DEVELOPMENT

1804 W. RIDGE ROAD

PHARR TEXAS 78577

COVER SHEET, INDEX, & SITE PLAN

G000



Pharr
Development Services



Site Photo
1804 West Ridge Road





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.5.

DATE SUBMITTED: October 27, 2025

MEETING DATE: November 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: EGS & Associates LLC., d/b/a JT Tavern, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.13 acres, more or less, out of Lot 1, Pattinson Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 503 West Nolana Loop. CUP#250914 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: EGS & Associates LLC., d/b/a JT Tavern, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit for one year to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food trucks.

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit for one year to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
David Friedlein
City Management Office

Created/Initiated - 10/27/2025
Approved - 10/27/2025
Approved - 10/27/2025
Final Approval - 10/27/2025



MEMORANDUM

DATE: MONDAY, NOVEMBER 3, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#250914 (JT TAVERN)
--

GENERAL INFORMATION:

APPLICANT: EGS & Associates LLC., d/b/a JT Tavern, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit for one year to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food trucks.

LEGAL DESCRIPTION: The property is legally described as being 0.13 acres, more or less, out of Lot 1, Pattinson Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 503 West Nolana Loop.

ZONING: The property and properties to the north, south, east and west are currently zoned General Business District (C). The 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.

NOTIFICATION OF PUBLIC: Four (4) surrounding property owners were notified of the request by letter on October 10, 2025, and a legal notice was published in the Advance News Journal on October 08, 2025. Staff received no response to the letters of the legal notice.

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

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit for one year to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were five members present and voting.

NOTE: This item is scheduled to go before the City Commission Meeting of **Monday, November 03, 2025, at 4:00 p.m.**

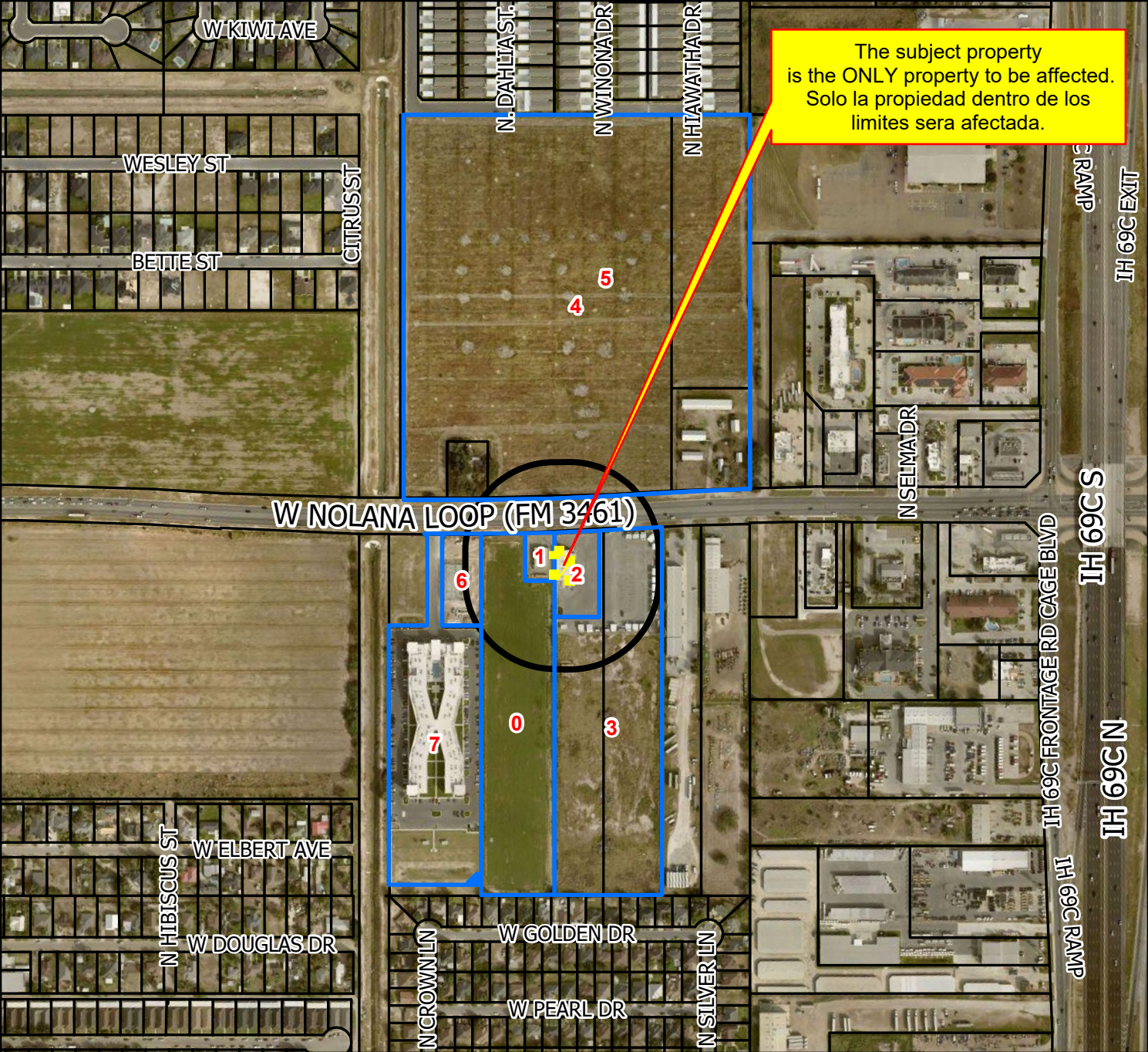
Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.

3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation.

The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

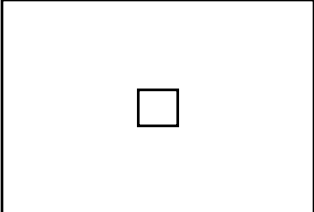
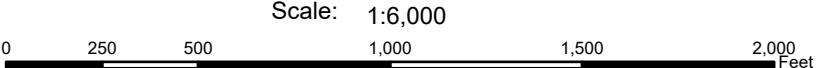
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.



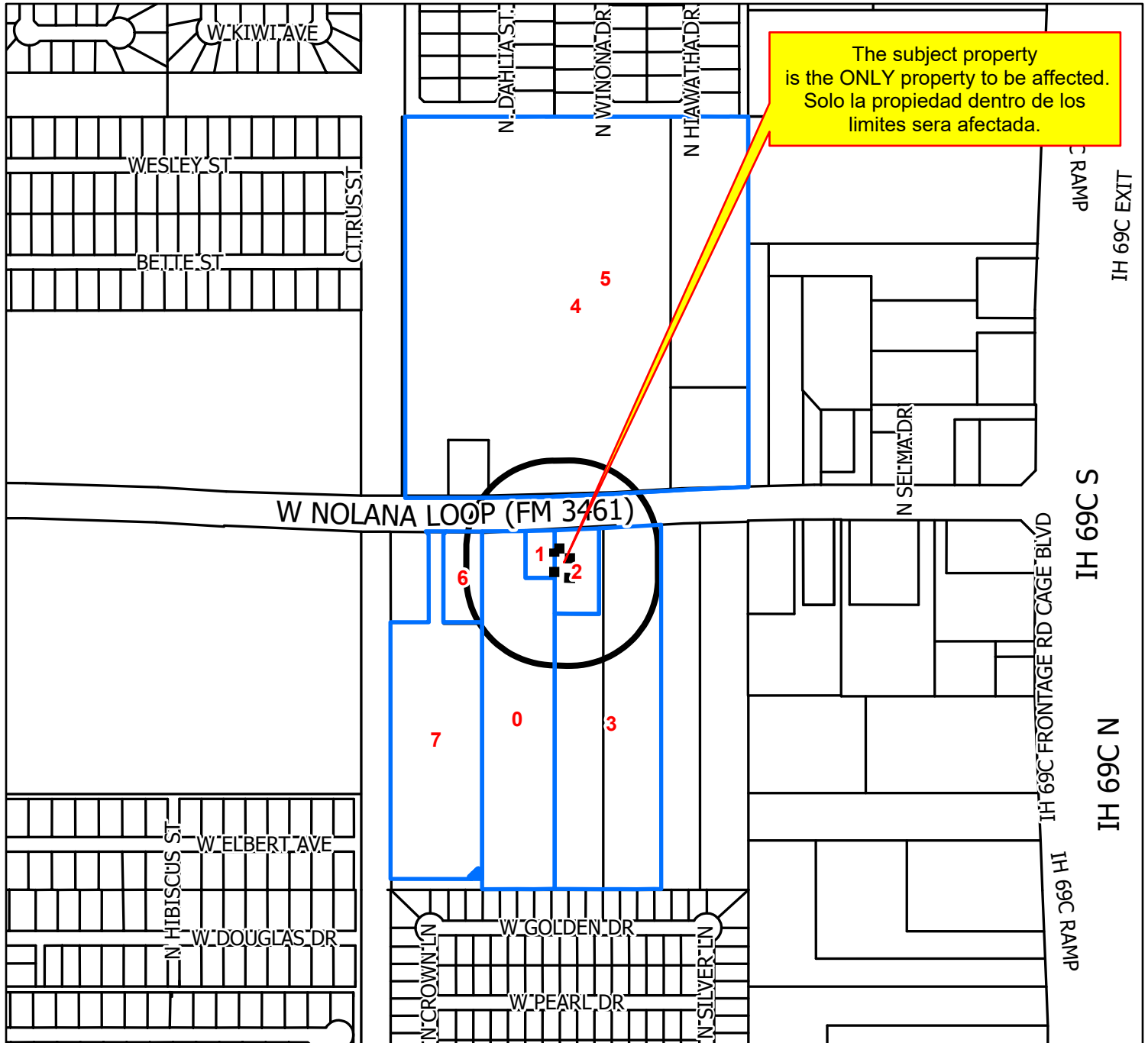
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\00_BASE CUP - Copy - Copy\aprx\00_BASE Project File.aprx

- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location

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

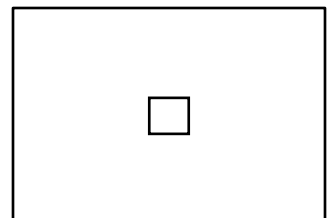


G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\00_BASE CUP - Copy - Copy\aprx\00_BASE Project File.aprx

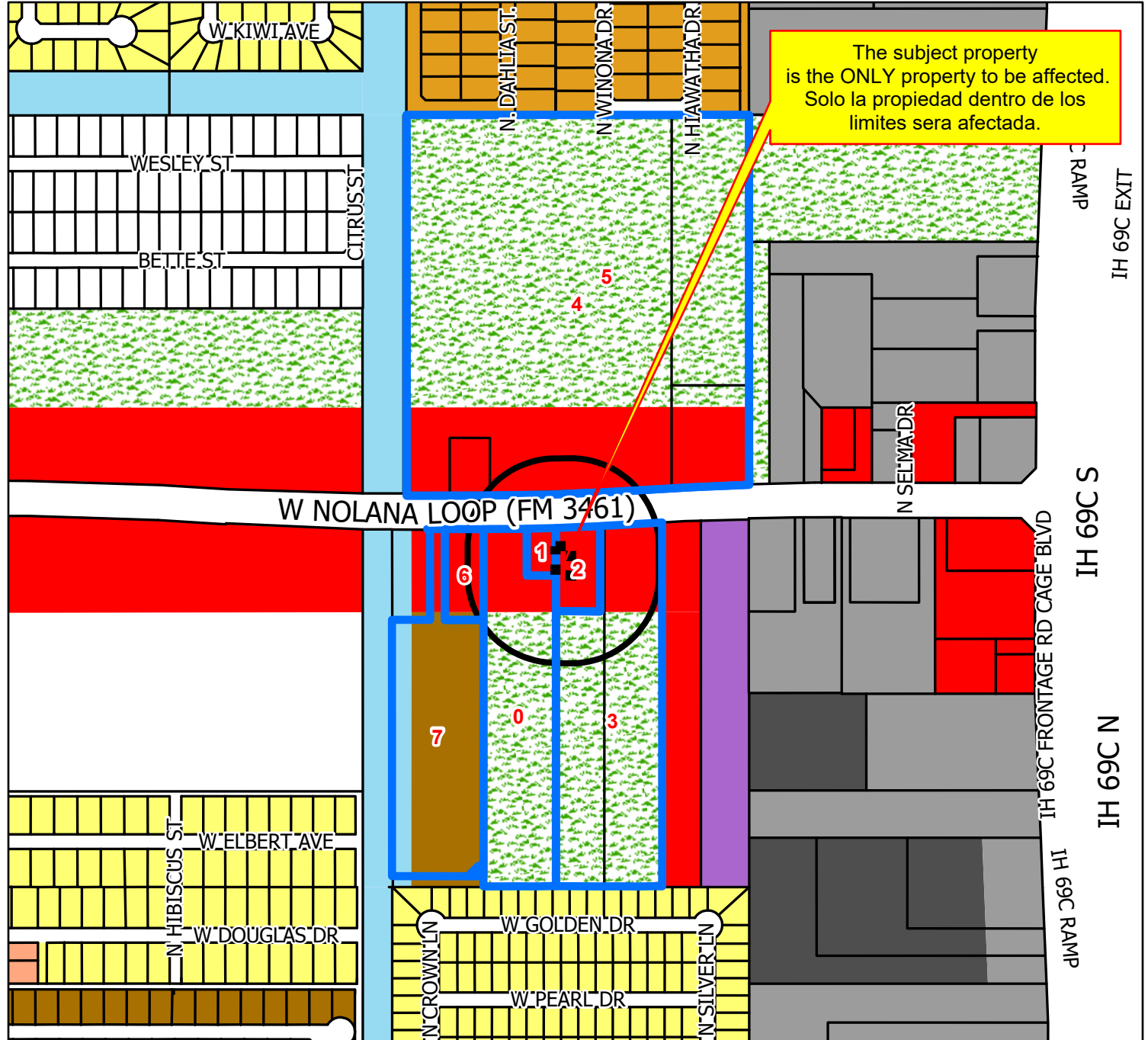


-  Pharr City Limit
-  300 ft. Notification Buffer
-  Notified Properties
-  Location

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



Proposed Conditional Use Permit
503 W Nolana Loop\Juan Olivares
JT Tavern
ZONING



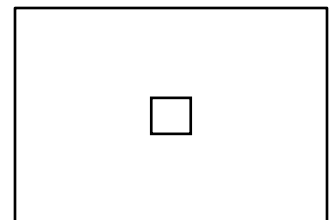
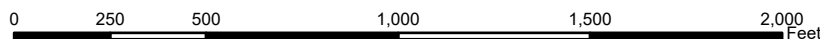
- | | | |
|---------------------------------------|-------------------|--------------------------|
| Pharr City Limit | Mobile Home | Heavy Industrial |
| 300 ft. Notification Buffer | Townhouse | Limited Industrial |
| Notified Properties | HUD Code | Neighborhood Commercial |
| Location | Rail Road R.O.W | Office Professional |
| Agricultural Open Space | Government Owned | PSJA ISD |
| Single Family | General Business | Hidalgo ISD |
| Single Family Small Lot | Business District | Valley View ISD |
| Residential Multi-Family | Drainage Easement | Planned Unit Development |
| Residential Multi-Family High Density | Heavy Commercial | |

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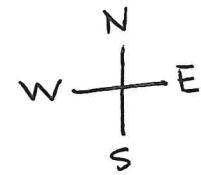
City of Pharr, Texas
Engineering Department
956.402.4221

Date: 10/1/2025

Scale: 1:6,000



Site plan



Entrance

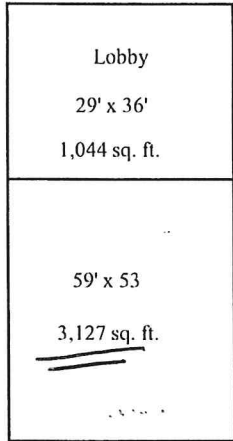
Entrance



Building Has A Total Of
Four (4) Restrooms,
(2) Men, (2) Women

**503 W.
Nolana Loop
Pharr, Tx
78577**

Lobby: 1,044 sq. ft.
Market: 3,127 sq. ft.
Food Truck Dining: 5,355 sq. ft.
Total: 9,526 sq. ft.



4,171 total sq. ft.

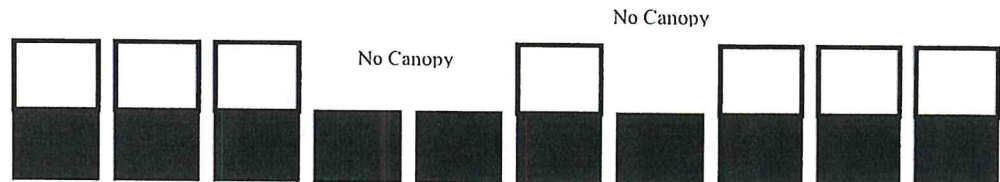
15' x 17"
255' Sq. Ft.
Each Canopy

Each Food Truck
Dining 255' Sq. Ft.

5,355 total sq. ft.

Canopy

Food Truck





Pharr
Development Services



Site Photo
503 West Nolana Loop





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.K.6.

DATE SUBMITTED: October 27, 2025

MEETING DATE: November 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Dr. Jonathan B. Flores, City Manager on behalf of the City of Pharr, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.06 acres net out of the South 165.10 ft. of the North 260.10 ft. of the West 543.20 ft. out of Lot 156, Kelly-Pharr Tract, Pharr, Hidalgo County, Texas. The property is physically located at 1889 North Cage Boulevard. COZ#251019 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Dr. Jonathan B. Flores, City Manager on behalf of the City of Pharr, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to construct an events center.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, complies with the Future Land Use Plan, and has adequate ingress and egress. The proposed rezoning aligns well with the existing development trends in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C). There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
David Friedlein
City Management Office

Created/Initiated - 10/27/2025
Approved - 10/27/2025
Approved - 10/27/2025
Final Approval - 10/27/2025



MEMORANDUM

DATE: MONDAY, NOVEMBER 3, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.06 acres net out of the South 165.10 ft. of the North 260.10 ft. of the West 543.20 ft. out of Lot 156, Kelly-Pharr Tract, Pharr, Hidalgo County, Texas. The property is physically located at 1889 North Cage Boulevard. COZ#251019

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

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

DESCRIPTION OF PROPERTY:

Dr. Jonathan B. Flores, City Manager on behalf of the City of Pharr, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to construct an events center.

The subject site is located south of West Ferguson Avenue and west of North Cage Boulevard and has a physical address of 1889 North Cage Boulevard. The property is legally described as being 2.06 acres net out of the South 165.10 ft. of the North 260.10 ft. of the West 543.20 ft. out of Lot 156, Kelly-Pharr Tract, Pharr, Hidalgo County, Texas.

The subject site is located south of West Ferguson Avenue, which runs east and west with a posted speed limit of 40-55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The properties to the north were rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on May 6, 2008, upon comprehensive zoning in 1982. The property to the east was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on April 5, 1983. The property to the south was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on February 1, 2016. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

The General Business District (C) is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and traffic from such use should not pass-through residential areas, except on arterials or major collectors.

Eleven (11) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on October 10, 2025, and a legal notice was published in the Advance News Journal on October 08, 2025. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the rezoning from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, complies with the Land Use Plan, and has adequate ingress and egress. The proposed rezoning aligns well with the existing development trends in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C). There were five members present and voting.

PLANNING COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Dr. Jonathan B. Flores, City Manager on behalf of City of Pharr
APPLICANT

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

1889 N Cage Boulevard
ADDRESS

General Business District (C)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

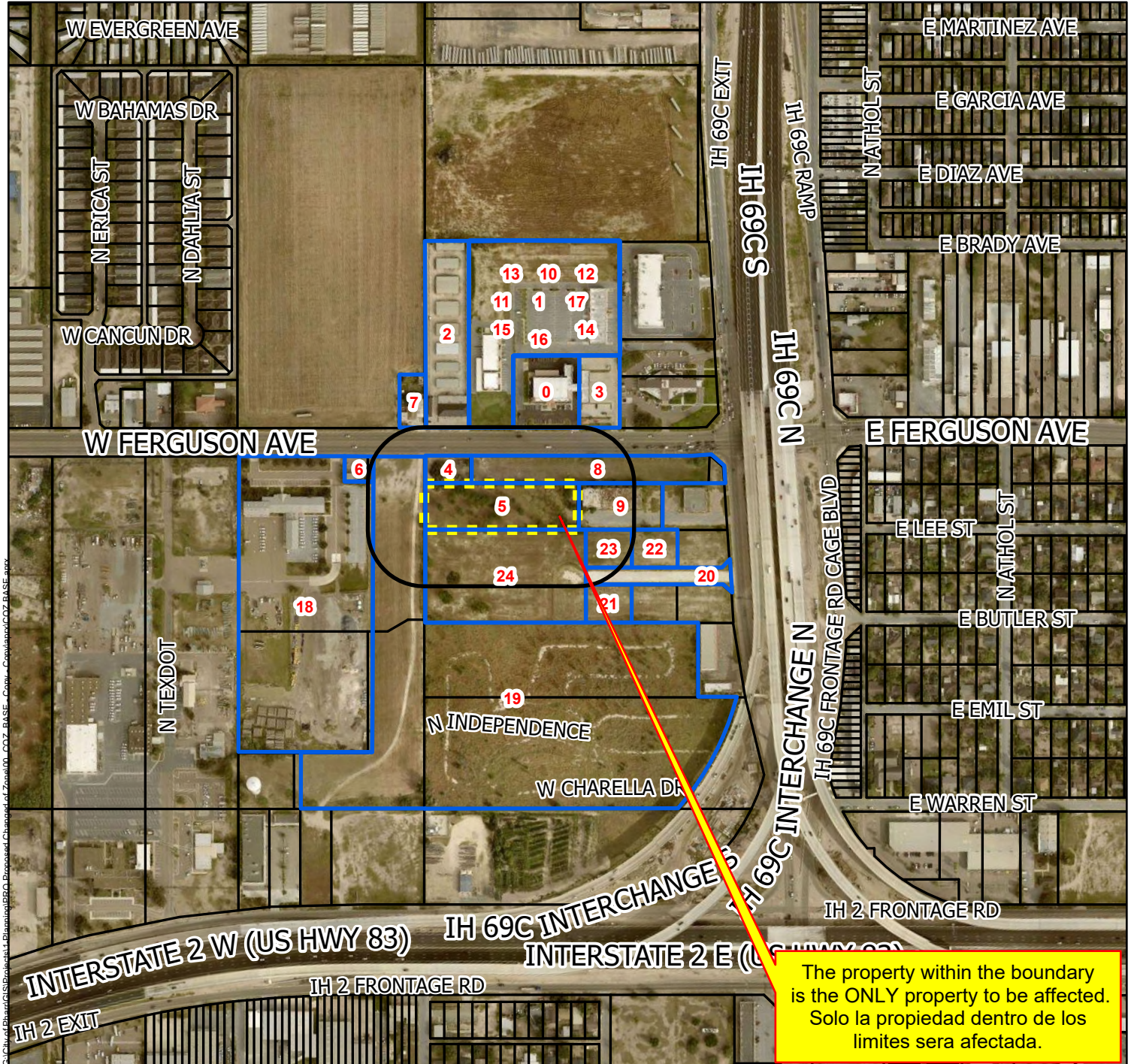
Approval

Development Services is recommending approval of the request to rezone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, complies with the future Land Use Plan, and has adequate ingress and egress. The proposed rezoning aligns well with the existing development trends in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Joanna Villarreal, Planner I
PREPARED BY

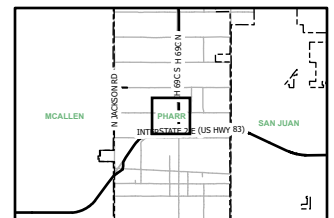
October 8, 2025
DATE

COZ 251019
 2.06 AC NET OUT OF THE SOUTH 165.10 OF THE NORTH
 260.10 OF THE WEST 543.20 FEET OUT OF LOT 156
 JONATHAN FLORES
 AERIAL

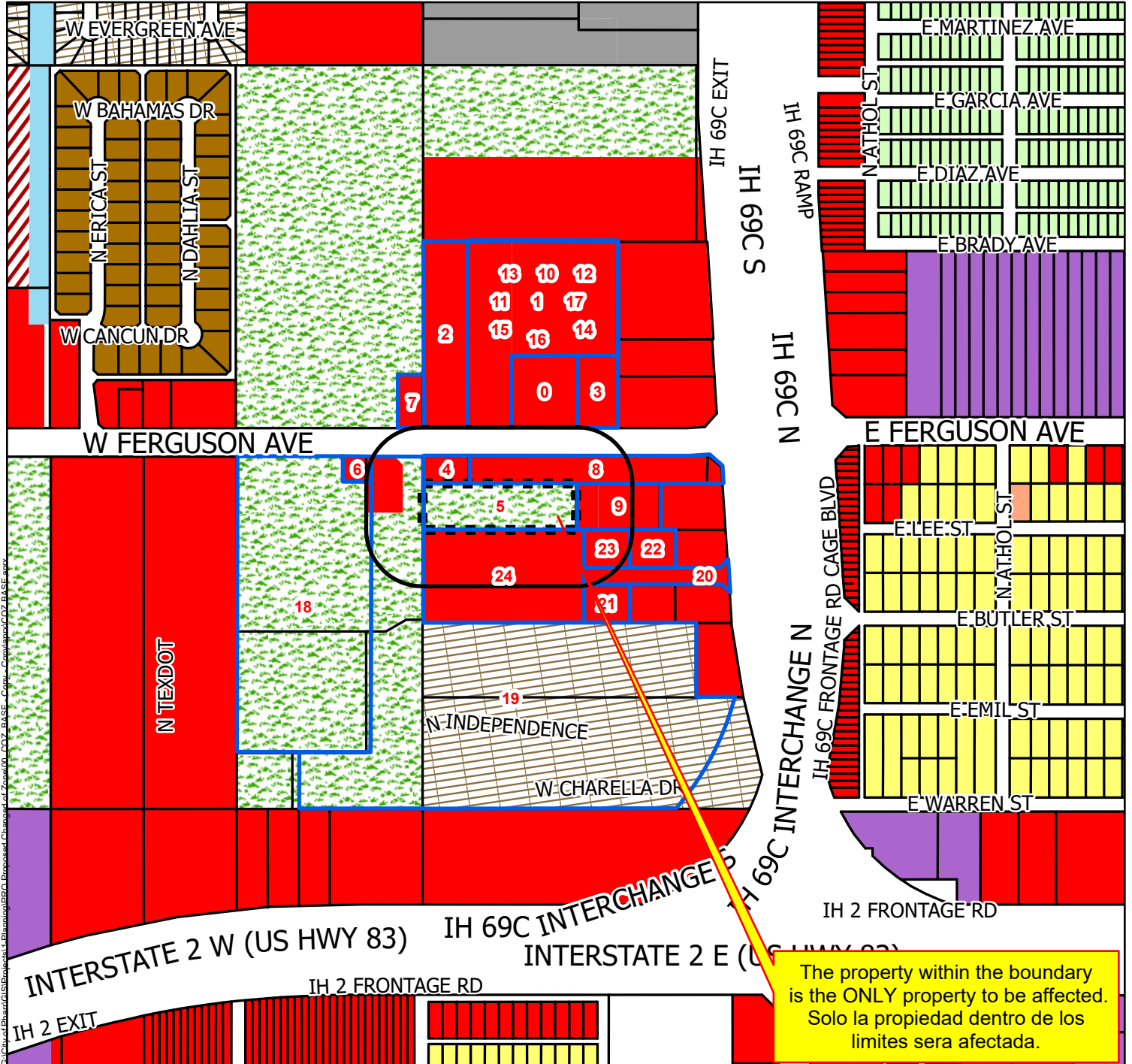


-  200ft_Buffer
-  Notify
-  Location
-  Pharr City Limit

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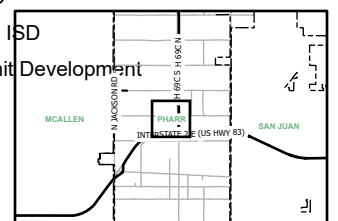


COZ 251019
 2.06 AC NET OUT OF THE SOUTH 165.10 OF THE NORTH
 260.10 OF THE WEST 543.20 FEET OUT OF LOT 156
 JONATHAN FLORES
 ZONING

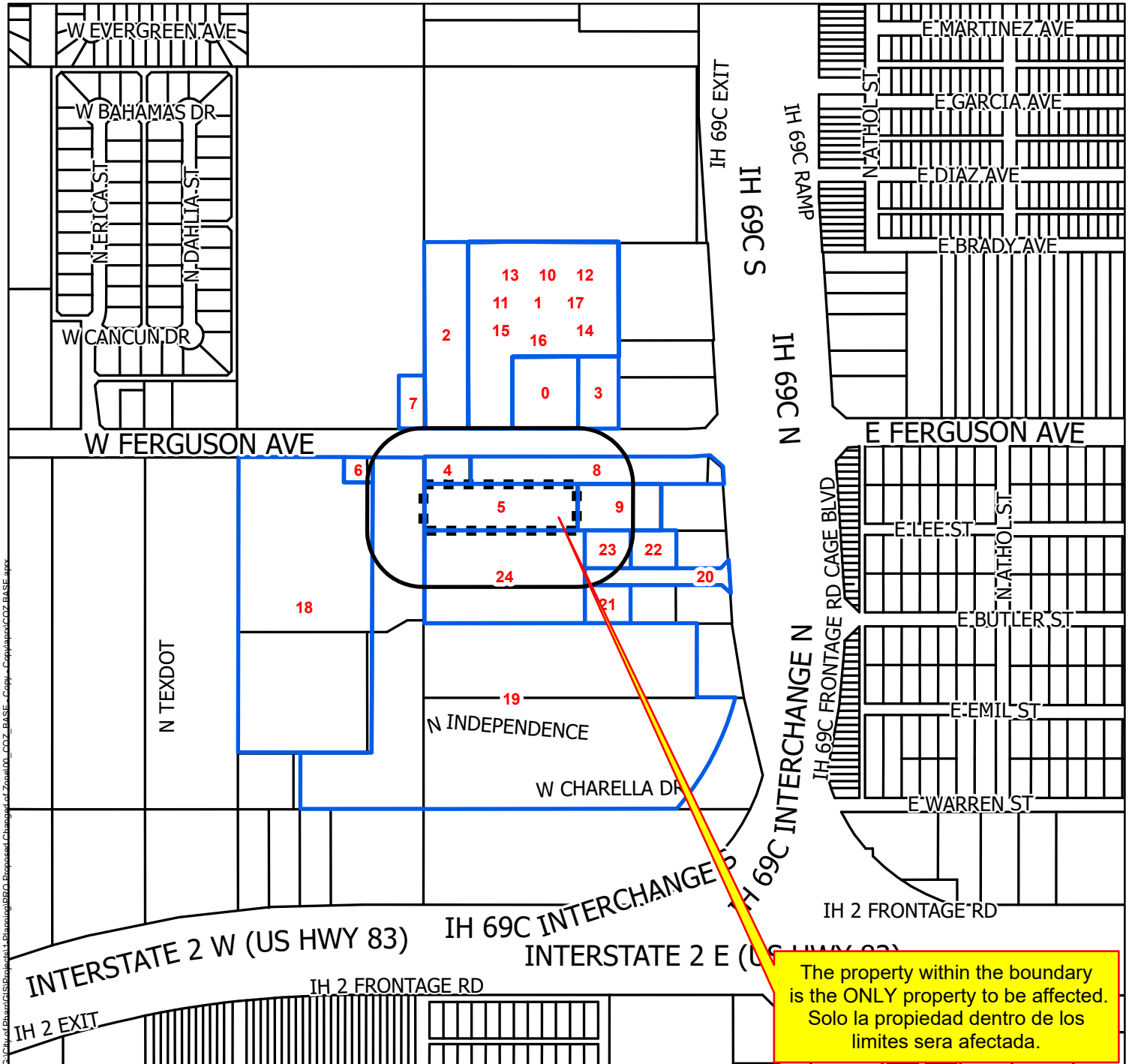


200ft_Buffer	Single Family	Rail Road R.O.W	Limited Industrial
Notify	Single Family Small Lot	Government Owned	Neighborhood Commercial
Location	Residential Multi-Family	General Business	Office Professional
Pharr City Limit	Residential Multi-Family High Density	Business District	PSJA ISD
Zoning	Mobile Home	Drainage Easement	Hidalgo ISD
ZONE	Townhouse	Heavy Commercial	Valley View ISD
Agricultural Open Space	HUD Code	Heavy Industrial	Planned Unit Development

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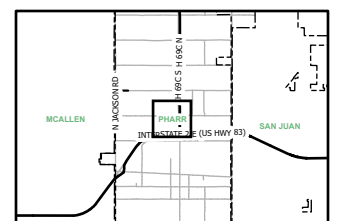


COZ 251019
 2.06 AC NET OUT OF THE SOUTH 165.10 OF THE NORTH
 260.10 OF THE WEST 543.20 FEET OUT OF LOT 156
 JONATHAN FLORES
 RADIUS

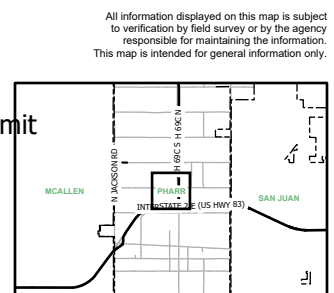
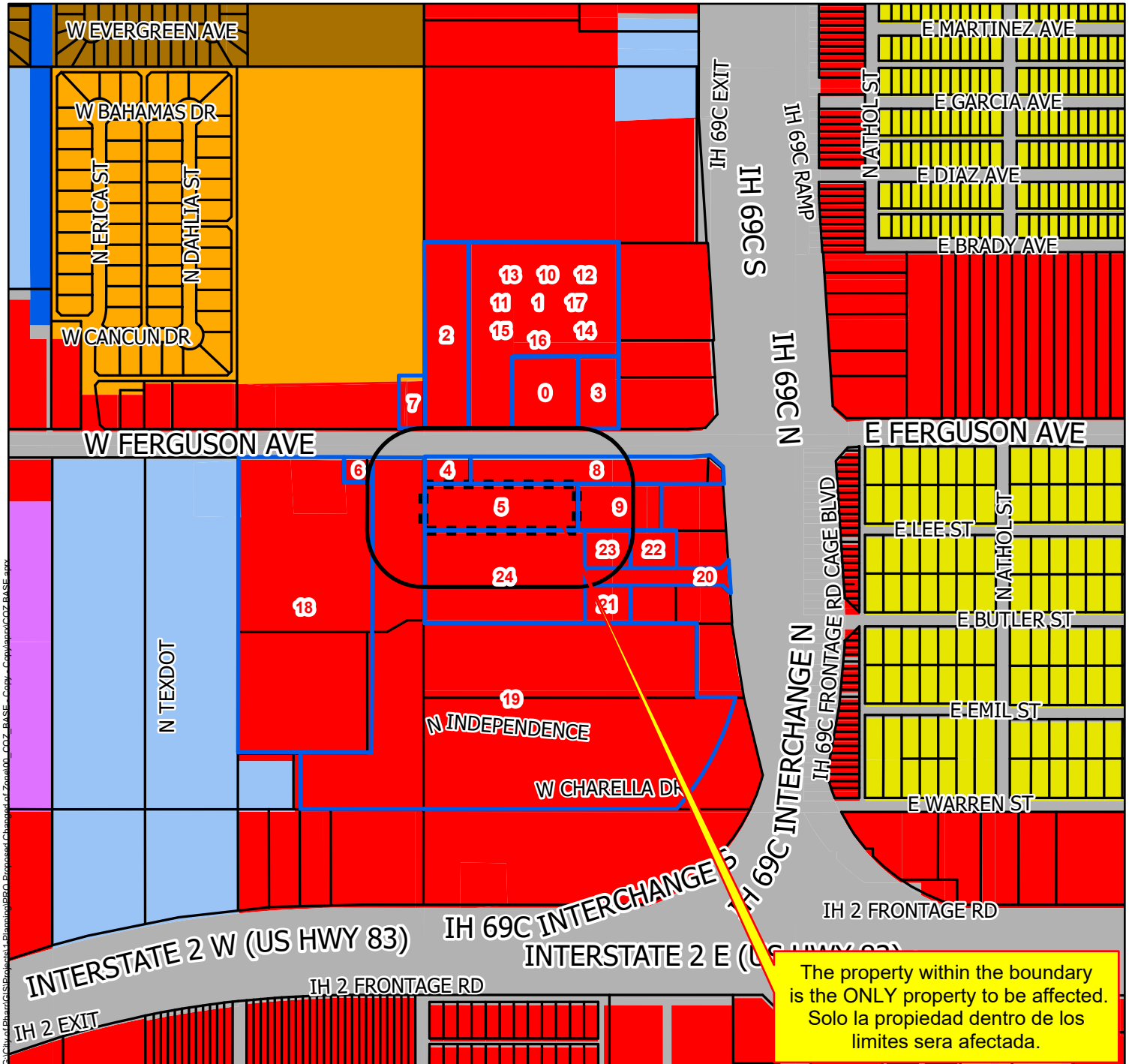


-  200ft_Buffer
-  Notify
-  Location
-  Pharr City Limit

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COZ 251019
 2.06 AC NET OUT OF THE SOUTH 165.10 OF THE NORTH
 260.10 OF THE WEST 543.20 FEET OUT OF LOT 156
 JONATHAN FLORES
 FTLU





Pharr
Development Services



Site Photo

1889 North Cage Boulevard





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.L.

DATE SUBMITTED: October 28, 2025

MEETING DATE: November 3, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

(* 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 - 10/28/2025



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.L.1.

DATE SUBMITTED: October 27, 2025

MEETING DATE: November 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: M2 Engineering, PLLC., representing Jorge A. Andrade, Manager for Blue-Man Investments, LLC., is requesting final plat approval of the proposed Blue-Man Acres Subdivision. The property is legally described as being 17.425 acres out of Lots 6 and 7, Re-Subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 10200 Block of South Veterans Boulevard. SUB#230204 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: M2 Engineering, PLLC., representing Jorge A. Andrade, Manager for Blue-Man Investments, LLC., is requesting final plat approval of the proposed Blue-Man Acres Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Blue-Man Acres Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the final plat of the proposed Blue-Man Acres Subdivision. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
David Friedlein
City Management Office

Created/Initiated - 10/27/2025
Approved - 10/27/2025
Approved - 10/27/2025
Final Approval - 10/27/2025



MEMORANDUM

DATE: MONDAY, NOVEMBER 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: BLUE-MAN ACRES SUBDIVISION
FILE NO. **SUB#230204**

GENERAL INFORMATION:

APPLICANT: M2 Engineering, PLLC., representing Jorge A. Andrade, Manager for Blue-Man Investments, LLC, is requesting final plat approval of the proposed Blue-Man Acres Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 17.425 acres out of Lots 6 and 7, Re-Subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 10200 Block of South Veterans Blvd.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Agricultural Open Space District (A-O) to the north and City limits to the east and south and Single Family Residential District (R-1) and Agricultural Open Space District (A-O) to the west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Office and Truck/Trailer Parking.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Blue-Man Acres Subdivision subject to the following conditions set before you.

**STREETS, PAVING
AND R.O.W.:
EASEMENTS:** 1. In compliance.
1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the final plat of the proposed Blue-Man Acres Subdivision. There were five members present and voting.

GENERAL NOTES

- BUILDING SETBACKS AS PER CITY ORDINANCE
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C".

THIS PROPERTY APPEARS TO LIE WITHIN ZONE "C" WHICH IS DEFINED AS "AREAS OF MINIMAL FLOODING", ACCORDING TO THE FLOOD INSURANCE RATE MAP OF COMMUNITY PANEL NO. 480334 0500 B, REVISED JANUARY 2, 1981.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF PAVEMENT OF CENTER OF ROAD.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 17.42 ACRES AND A VOLUME OF APPROXIMATELY 5.78 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS DEVELOPMENT.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- OWNER/DEVELOPER SHALL MAINTAIN THE PERIMETER OF THE SUBDIVISION.
- EROSION & SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.), THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (T.C.E.Q.), AND CITY OF PHARR BEST MANAGEMENT PRACTICES (B.M.P.) REQUIREMENTS.
- BENCHMARK: CITY OF PHARR MONUMENT No. 4 - ELEVATION 88.43. BENCHMARK IS LOCATED NORTH OF E. MILITARY HIGHWAY 281 & WEST OF S. VETERANS BLVD. (S. 1 RD.) (N:16560518.618 E:1087052.203)
- 5' SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE CONSTRUCTED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
- OWNER TO MAINTAIN DETENTION/RETENTION AREAS.

CHAIRMAN, PLANNING COMMISSION

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

DANNY WYLIE
CHAIRMAN, PLANNING AND ZONING COMMISSION

DATE

MAYOR, CITY OF PHARR

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DR. AMBROSIO HERNANDEZ, M.D.
MAYOR, CITY OF PHARR

DATE

ATTEST: CITY CLERK

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

EMIGDIO SALINAS, P.E.
LICENSED PROFESSIONAL ENGINEER No. 107703

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

ROBERTO N. TAMEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6238
TBPELS No. 10096900

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS BLUE-MAN ACRES TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

JORGE A. ANDRADE
BLUE-MAN INVESTMENTS, LLC
24523 CLIFF LINE
SAN ANTONIO, TX 78257

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLU-MAN INVESTMENTS, LLC KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____

APPROVED BY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS _____ DAY OF _____, 20____

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

BY: _____ ATTEST: _____
PRESIDENT SECRETARY

CERTIFICATION FOR POTABLE WATER SUPPLY:

THIS PLAT "BLUE-MAN ACRES", HAS BEEN SUBMITTED TO AND CONSIDERED BY THE MILITARY HIGHWAY WATER SUPPLY CORPORATION, AND IS HEREBY APPROVED BY SUCH CORPORATION AND WE HEREBY CERTIFY THAT PROPER WATER IS AVAILABLE UPON REQUEST.

CONSUELO DE LA ROSA
GENERAL MANAGER

DATE

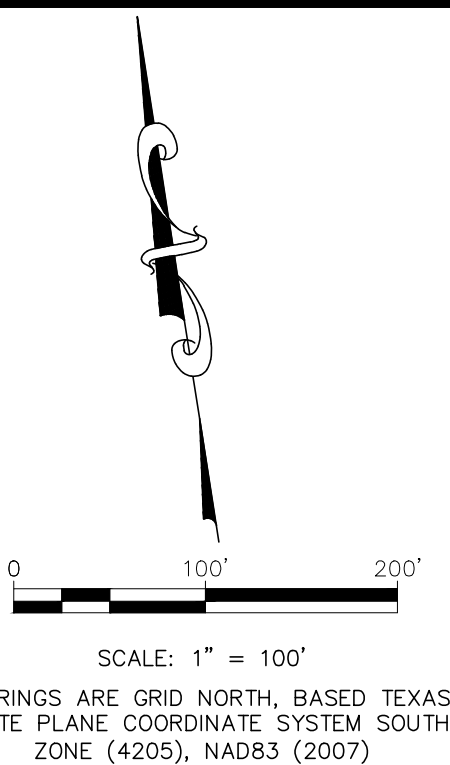
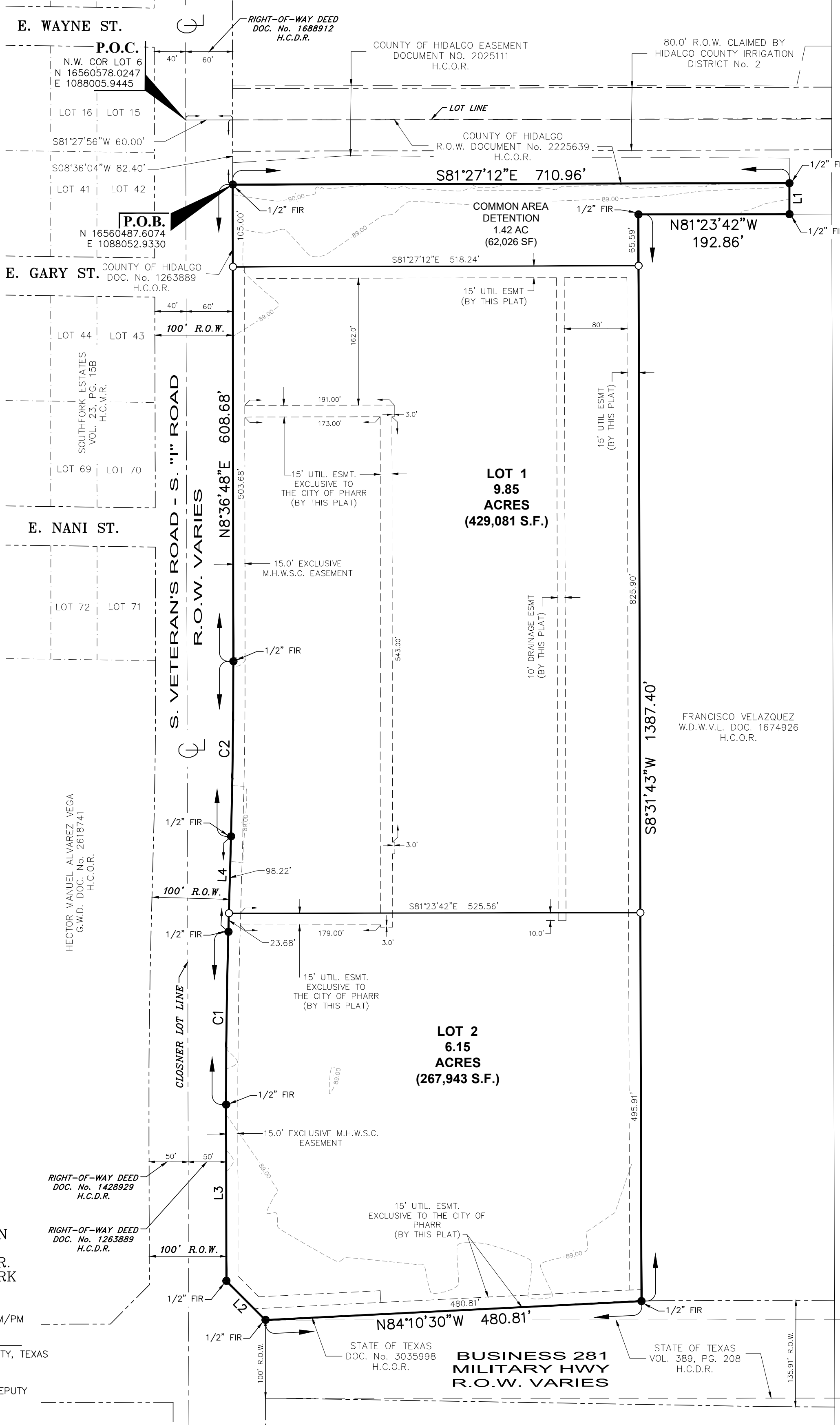
APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

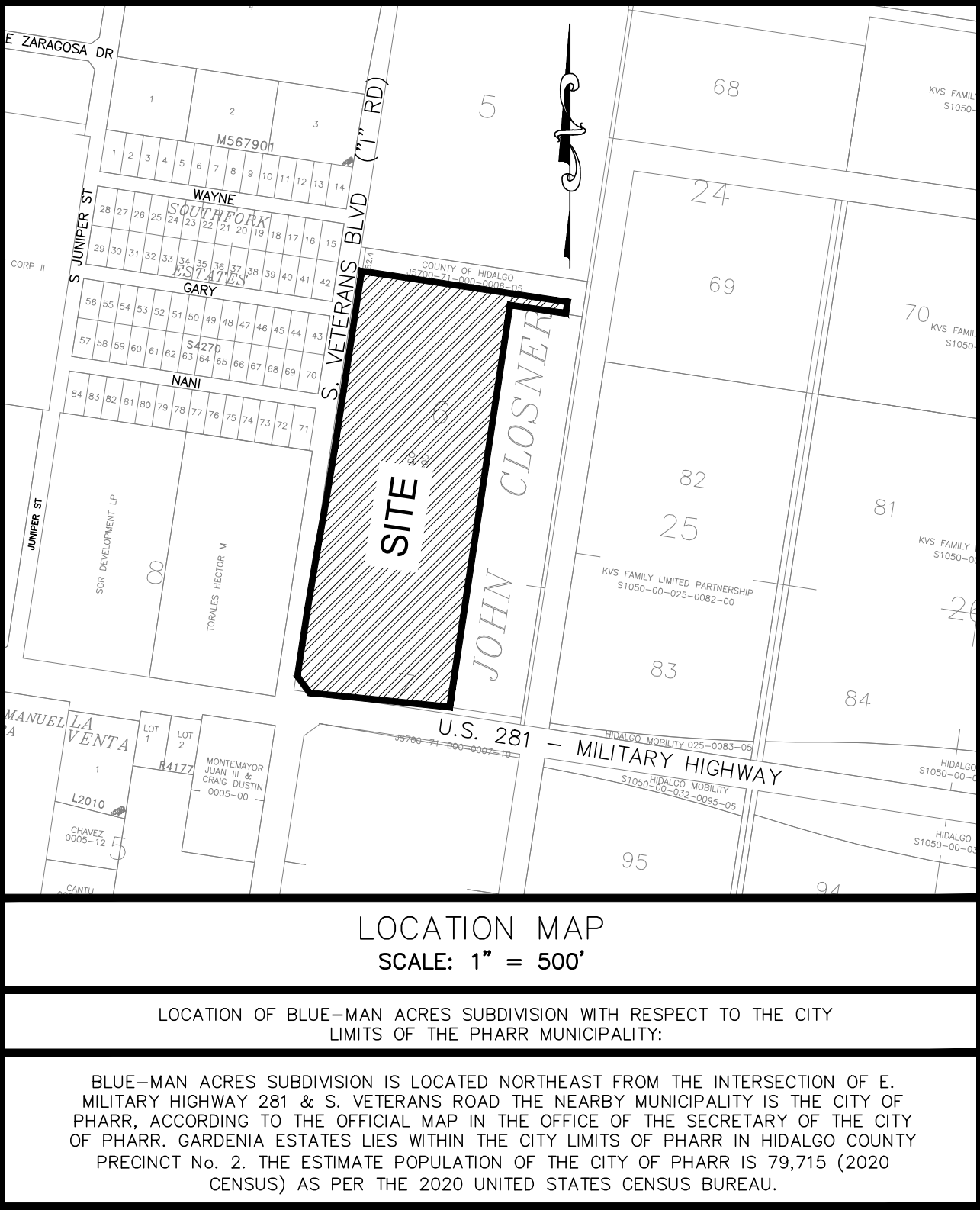
DATE



LEGEND

- 1/2" FIR ● — 1/2" IRON ROD FOUND
- 1/2" SIR ○ — 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED 6238
- ▲ — CALCULATED POINT "CP"
- (50'00'00"W 0.0')
- EASEMENT LINE
- PROPERTY LINE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- R.O.W. — RIGHT OF WAY
- H.C.D.R. — HIDALGO COUNTY TEXAS DEED RECORDS
- H.C.M.R. — HIDALGO COUNTY TEXAS MAP RECORDS
- H.C.O.R. — HIDALGO COUNTY TEXAS OFFICIAL RECORDS
- VOL. — VOLUME
- PG. — PAGE
- SWD: — SPECIAL WARRANTY DEED

Line Table		
Line #	Bearing	Length
L1	S8°32'52"W	39.60'
L2	N36°25'12"W	70.60'
L3	N8°36'48"E	225.05'
L4	N10°16'45"E	121.90'



METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 17.425 ACRES SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, OUT OF LOT 6 AND LOT 7, OUT OF THE RE-SUBDIVISION OF CLOSNER SUBDIVISION, IN PORTION 71, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56A, HIDALGO COUNTY MAP RECORDS, WHICH SAID 17.425 ACRES BEING OUT OF 21 ACRES CONVEYED TO ROCIO ISABEL LLANOS COLLADO, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2115854, HIDALGO COUNTY OFFICIAL RECORDS, FURTHER DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED UNDER DOCUMENT NUMBER 1263889, HIDALGO COUNTY OFFICIAL RECORDS AND DOCUMENT NUMBER 2225639, HIDALGO COUNTY OFFICIAL RECORDS, SAID 17.425 ACRES ALSO BEING MORE PARTICULARLY DESCRIBE BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE CENTERLINE OF SOUTH VETERANS ROAD - SOUTH "I" ROAD;

THENCE, SOUTH 81 DEGREES 27 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD - SOUTH "I" ROAD;

THENCE, SOUTH 08 DEGREES 36 MINUTES 04 MINUTES WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD-SOUTH "I" ROAD, A DISTANCE OF 82.40 FEET TO A NO. 4 REBAR SET, FOR THE POINT OF BEGINNING, AND THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEGREES 27 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF A CERTAIN TRACT OF LAND CONVEYED TO THE COUNTY OF HIDALGO, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2225639, HIDALGO COUNTY OFFICIAL RECORDS, A DISTANCE OF 710.96 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08 DEGREES 32 MINUTES 52 SECONDS WEST, A DISTANCE OF 39.60 FEET TO A NO. 4 REBAR SET ON THE NORTH LINE OF A CERTAIN TRACT OF LAND CONVEYED TO FRANCISCO VELAZQUEZ, BY VIRTUE OF A WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 1574926, HIDALGO COUNTY OFFICIAL RECORDS, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, NORTH 81 DEGREES 23 MINUTES 42 SECONDS WEST, ALONG SAID FRANCISCO VELAZQUEZ TRACT, A DISTANCE OF 192.86 FEET TO A NO. 4 REBAR SET, FROM WHICH A NO. 4 REBAR FOUND BEARS SOUTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.31 FEET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, SOUTH 08 DEGREES 31 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID FRANCISCO VELAZQUEZ TRACT, A DISTANCE OF 1,387.40 FEET TO A NO. 4 REBAR SET ON THE NORTH RIGHT-OF-WAY LINE OF U.S. BUSINESS 281 - MILITARY HIGHWAY, FROM WHICH A NO. 4 REBAR FOUND BEARS SOUTH 07 DEGREES 16 MINUTES 09 SECONDS EAST, A DISTANCE OF 1.49 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 84 DEGREES 10 MINUTES 30 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF U.S. BUSINESS 281 MILITARY HIGHWAY, A DISTANCE OF 480.81 FEET TO A NO. 4 REBAR SET ON THE CUTBACK CORNER, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, NORTH 36 DEGREES 25 MINUTES 12 SECONDS WEST, ALONG THE CUTBACK CORNER, A DISTANCE OF 70.60 FEET TO A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD - SOUTH "I" ROAD, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, NORTH 08 DEGREES 36 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD SOUTH "I" ROAD, A DISTANCE OF 225.05 FEET TO A NO. 4 REBAR SET, FOR A POINT OF TANGENT OF THIS TRACT;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 01 DEGREES 39 MINUTES 57 SECONDS, A RADIUS OF 7,589.00 FEET, AN ARC LENGTH OF 220.64 FEET A TANGENT OF 110.33 FEET, AND A CHORD THAT BEARS NORTH 09 DEGREES 26 MINUTES 46 SECONDS EAST, A DISTANCE OF 220.63 FEET TO A NO. 4 REBAR SET, FROM WHICH A NO. 4 REBAR FOUND BEARS NORTH 80 DEGREES 24 MINUTES 54 SECONDS WEST, A DISTANCE OF 0.90 FEET, FOR A POINT OF TANGENT OF THIS TRACT;

THENCE, NORTH 10 DEGREES 16 MINUTES 45 SECONDS EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD - SOUTH "I" ROAD, A DISTANCE OF 121.90 FEET TO A NO. 4 REBAR SET, FOR A POINT OF TANGENT OF THIS TRACT;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 01 DEGREES 39 MINUTES 57 SECONDS, A RADIUS OF 7,689.00 FEET, AN ARC LENGTH OF 223.55 FEET, A TANGENT OF 111.78 FEET, AND A CHORD THAT BEARS NORTH 09 DEGREES 26 MINUTES 46 SECONDS EAST, A DISTANCE OF 223.54 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD - SOUTH "I" ROAD TO A NO. 4 REBAR FOUND, FOR A POINT OF TANGENT OF THIS TRACT;

THENCE, NORTH 08 DEGREES 36 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD SOUTH "I" ROAD A DISTANCE OF 608.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 17.425 ACRES OF LAND, MORE OR LESS.

PLAT OF
BLUE-MAN ACRES

BEING A 17.425 ACRES OUT OF LOTS 6 AND 7, RE-SUBDIVISION OF CLOSNER SUBDIVISION
VOLUME 1, PAGE 56A H.C.M.R. CITY OF PHARR, HIDALGO COUNTY, TEXAS



TBPELS FIRM REGISTRATION F-19545

1810 E. GRIFFIN PARKWAY
MISSION TX 78572
956-600-8628

PRINCIPAL CONTACTS:

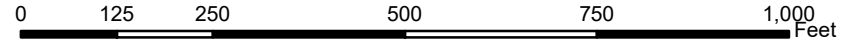
NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: JORGE A. ANDRADE BLUE-MAN INVESTMENTS, LLC	24523 CLIFF LINE	SAN ANTONIO, TEXAS 78557	(956) 500-1119
ENGINEER: EMIGDIO "MILQ" SALINAS, P.E.	1810 E. GRIFFIN PARKWAY	MISSION, TEXAS 78572	(956) 600-8628
SURVEYOR: ROBERTO N. TAMEZ, R.P.L.S.	115 W MCINTYRE ST.	EDINBURG, TEXAS 78541	(956) 381-0981

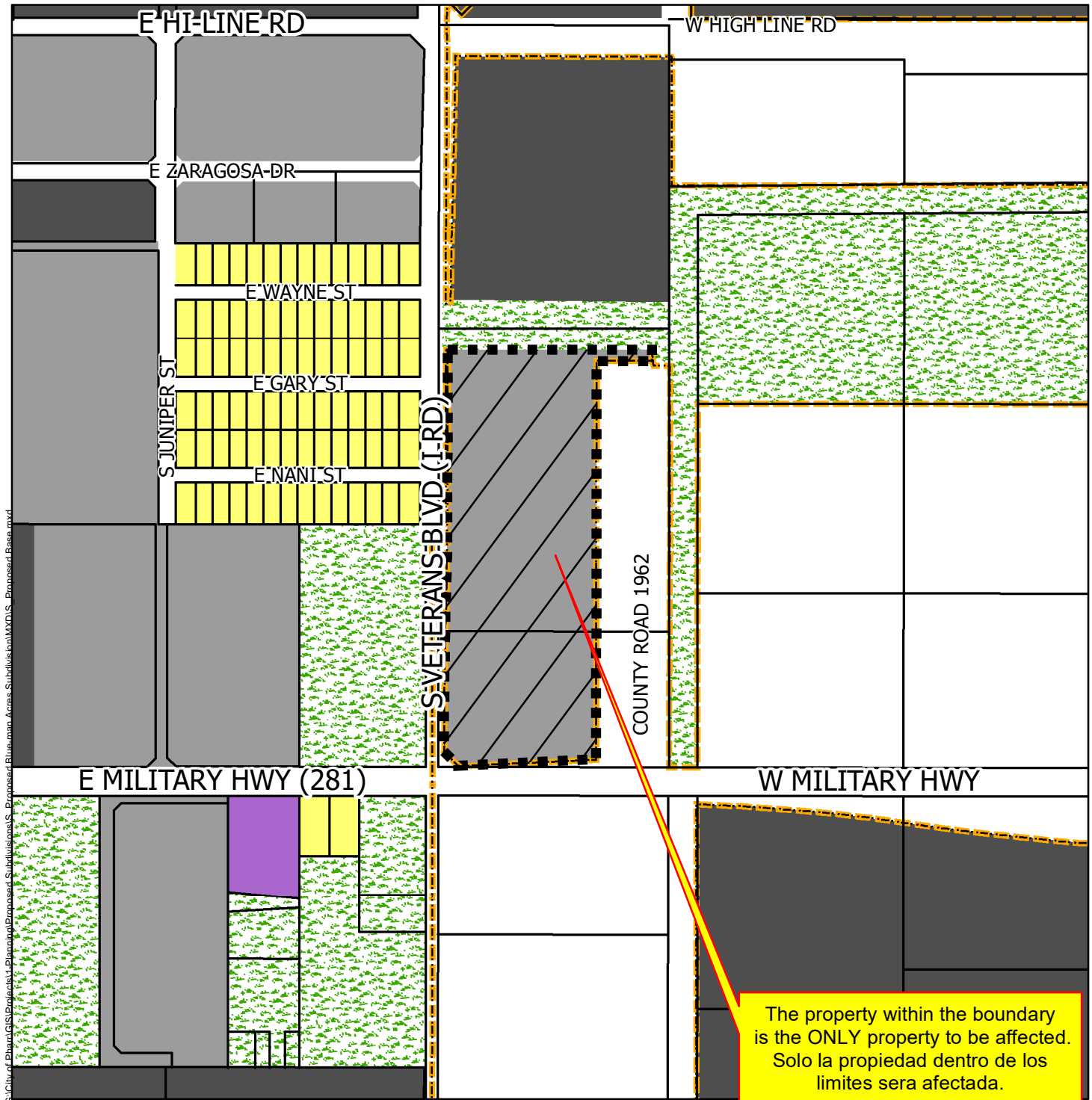
DATE OF PREPARATION: OCTOBER, 2025



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 | Subject Property |
| Mobile Home | Business District | Office Professional | Pharr City Limit |
| | | | Pharr ETJ |

Scale: 1 inch = 250 feet





- | | | | |
|--|---|---|--|
|  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 |  Subject Property |
|  Mobile Home |  Business District |  Office Professional |  Pharr City Limit |
| | | |  Pharr ETJ |

Scale: 1 inch = 500 feet

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





Pharr
Development Services



Site Photo

10200 Blk. of South Veterans Blvd.





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.L.2.

DATE SUBMITTED: October 27, 2025

MEETING DATE: November 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Deyanira I. Guerrero, Managing Member for Little Explorers Development & Learning Center, LLC., is requesting final plat approval of the proposed Little Explorers Academy Subdivision. The property is legally described as being a Re-subdivision of 2.958 acres being a 2.50 acre part or portion out of Lot 5, Block 8, A.J. McColl Subdivision and 0.458 of one acre out of Lot 1, C.D. Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2300 Block of South Jackson Road. SUB#201030 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Deyanira I. Guerrero, Managing Member for Little Explorers Development & Learning Center, LLC., is requesting final plat approval of the proposed Little Explorers Academy Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Little Explorers Academy Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the final plat of the Little Explorers Academy Subdivision. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
David Friedlein
City Management Office

Created/Initiated - 10/27/2025
Approved - 10/27/2025
Approved - 10/27/2025
Final Approval - 10/27/2025



MEMORANDUM

DATE: MONDAY, NOVEMBER 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: LITTLE EXPLORERS ACADEMY SUBDIVISION
FILE NO. **SUB#201030**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Deyanira I. Guerrero, Managing Member for Little Explorers Development & Learning Center, LLC., is requesting final plat approval of the proposed Little Explorers Academy Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a Re-subdivision of 2.958 acres being a 2.50 acre part or portion out of Lot 5, Block 8, A.J. McColl Subdivision and 0.458 of one acre out of Lot 1, C.D. Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 2300 Block of S. Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Residential Multi-Family High Density District (R-MFHD) to the north, Single Family Residential District (R-1) and Agricultural Open Space District (A-O) to the east, Residential Town house District (R-TH) to the south and City limits to the west. The property is designated for commercial and multi-family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Day Care.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Little Explorers Academy Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

At the Planning and Zoning Commission meeting of October 23, 2025, the Board voted unanimously to recommend approval of the final plat of the Little Explorers Academy Subdivision. There were five members present and voting.

SUBDIVISION MAP OF LITTLE EXPLORERS ACADEMY

A RE-SUBDIVISION OF 2.958 ACRES BEING A 2.50 ACRES PART OR PORTION OUT OF
LOT 5, BLOCK 8, A.J. McCOLL SUBDIVISION AND
0.458 OF ONE ACRE OUT OF
LOT 1, C.D. SUBDIVISION,
CITY OF PHARR, HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

BEING A RE-SUBDIVISION OF A TRACT OF LAND CONTAINING 2.958 ACRES SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, BEING A 2.50-ACRE PART OR PORTION OUT OF LOT 5, BLOCK 8, A.J. McCOLL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGE 988, HIDALGO COUNTY DEED RECORDS, AND 0.458 OF ONE ACRE OUT OF LOT 1, C.D. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGE 195A, HIDALGO COUNTY MAP RECORDS, WHICH SAID 2.958-ACRE TRACT WAS CONVEYED TO LITTLE EXPLORERS DEVELOPMENT & LEARNING CENTER L.L.C. BY VIRTUE OF A WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2809336, HIDALGO COUNTY OFFICIAL RECORDS, SAID 2.958 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 8;

THENCE, S 08° 31' 50" W ALONG THE WEST LINE OF SAID LOT 5, BLOCK 8 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. JACKSON ROAD (F.M. 2061), A DISTANCE OF 331.43 FEET TO A NAIL SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 81° 28' 10" E AT A DISTANCE OF 35.00 FEET PASS A No. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. JACKSON ROAD (F.M. 2061), AT A DISTANCE OF 331.34 FEET PASS THE NORTHWEST CORNER OF SAID LOT 1, C.D. SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 389.96 FEET TO A No. 4 REBAR FOUND (NORTHING: 16587839.571, EASTING: 1080201.337) FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 05° 49' 44" W AT A DISTANCE OF 288.98 FEET PASS A No. 4 REBAR SET ON THE NORTH RIGHT-OF-WAY LINE OF A CERTAIN HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT-OF-WAY, CONTINUING A TOTAL DISTANCE OF 303.91 FEET TO A No. 4 REBAR SET AT THE SOUTH LINE OF SAID LOT 1, C.D. SUBDIVISION, FOR THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
3. THENCE, N 81° 28' 10" W WITHIN SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT-OF-WAY, A DISTANCE OF 72.94 FEET TO A No. 4 REBAR FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, C.D. SUBDIVISION, FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 08° 31' 50" W A DISTANCE OF 25.00 FEET TO A No. 4 REBAR SET ON THE NORTH LINE OF AMENDING MAP OF DUNLYN ESTATES PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25, PAGE 138, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
5. THENCE, N 81° 28' 10" W ALONG THE NORTH LINE OF SAID AMENDING MAP OF DUNLYN ESTATES PHASE 1 AND WITHIN SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT-OF-WAY, AT A DISTANCE OF 298.34 FEET PASS THE EXISTING EAST RIGHT-OF-WAY LINE OF S. JACKSON ROAD (F.M. 2061), CONTINUING A TOTAL DISTANCE OF 331.34 FEET TO A NAIL SET ON THE WEST LINE OF SAID LOT 5, BLOCK 8, FOR THE SOUTHWEST CORNER OF THIS TRACT;
6. THENCE, N 08° 31' 50" E ALONG THE WEST LINE OF SAID LOT 5, BLOCK 8 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. JACKSON ROAD (F.M. 2061), A DISTANCE OF 328.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.958 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "B" (MEDIUM SHADING). ZONE "B" IS DEFINED AS: AREAS BETWEEN THE LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING). COMMUNITY-PANEL NUMBER: 480334 0425 C. MAP REVISED: NOVEMBER 16, 1982.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.
3. MINIMUM BUILDING SETBACKS ARE AS PER CITY OF PHARR SETBACK ORDINANCE.
4. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A VOLUME OF APPROXIMATELY 0.233 ACRE FEET AND A VOLUME OF APPROXIMATELY 10,144 C.F. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
5. CITY OF PHARR BENCHMARK: "BM #33" FROM THE CITY OF PHARR REFERENCE MARKS LIST PREPARED BY J.E. SAENZ AND ASSOCIATES, INC. ON AUGUST 15, 2002, BEING LOCATED 150 FEET WEST OF CARINA DR. AND 15 FEET NORTH ALONG MOORE ROAD. NORTHING: 16589322.845, EASTING: 1081647.387, ELEVATION= 111.85 NAVD 83 (GEOID 1989).
6. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT.
7. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS DISCHARGE POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.).
8. A 5' SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED ALONG THE EAST SIDE OF S. JACKSON ROAD (F.M. 2061) AT SUBDIVISION CONSTRUCTION STAGE.
9. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
10. OWNER(S) TO MAINTAIN DETENTION/RETENTION AREA.
11. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
12. OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
14. PROPERTY WILL BE REGRADED TO ALLOW SHEET FLOW INTO DETENTION POND.
15. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.

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

APPROVED THIS THE _____ DAY OF _____, 20____

DANNY WYLIE
CHAIRMAN, PLANNING & ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

ATTEST: CITY CLERK

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2

ON THIS THE _____ DAY OF _____, 20____

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

PRESIDENT

ATTEST:

SECRETARY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "LITTLE EXPLORERS ACADEMY" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

LITTLE EXPLORERS DEVELOPMENT & LEARNING CENTER, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

DEVANIRAL GUERRERO,
MANAGING MANAGER
2807 S. JACKSON ROAD,
PHARR, TEXAS 78577

DATE

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DEVANIRAL GUERRERO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE.

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, RUBEN JAMES DE JESUS, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____

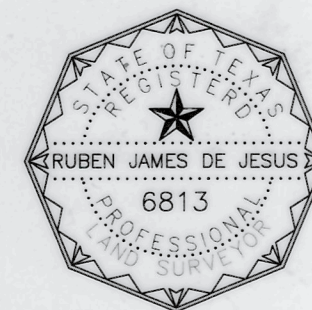
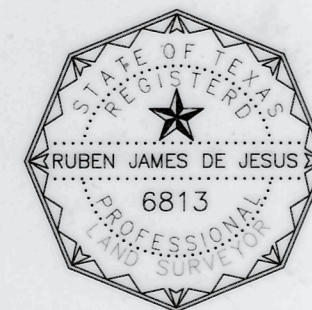
RUBEN JAMES DE JESUS, PROFESSIONAL ENGINEER No. 126282
STATE OF TEXAS
DATE PREPARED: 2-19-2021
ENGINEERING JOB # 20109.00

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____

RUBEN JAMES DE JESUS, PROFESSIONAL LAND SURVEYOR No. 6813
STATE OF TEXAS
DATE SURVEYED: 9-10-2020
SURVEY JOB # 20109.08



FILED FOR RECORD IN
HIDALGO COUNTY,
ARTURO GUJARDO, JR.,
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

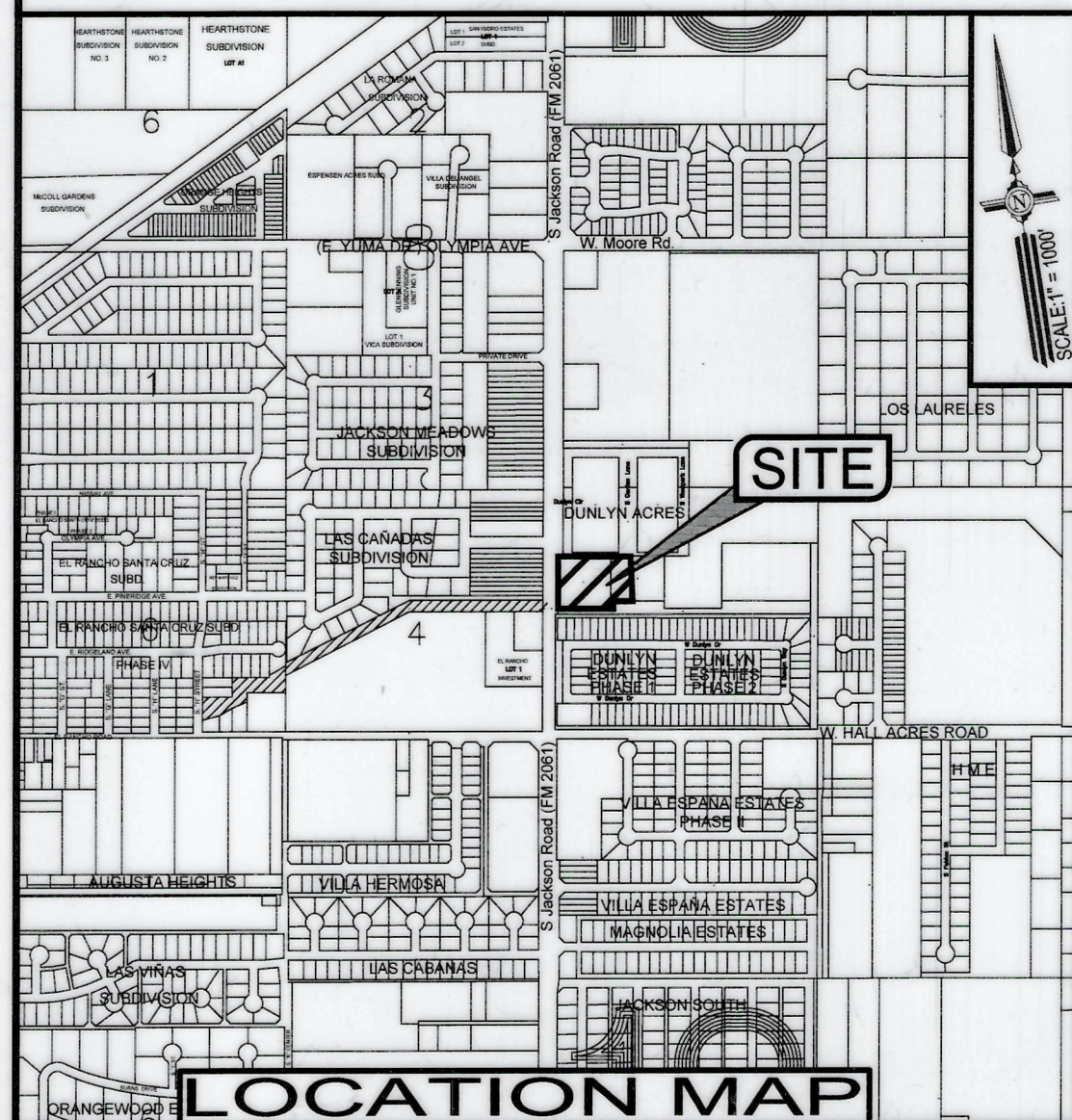


MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 78541
PH. (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

DRAWN BY: S.A. EVZ DATE: 2-19-21
SURVEYED, CHECKED: _____ DATE: _____
FINAL CHECK: _____ DATE: _____

- LEGEND**
- FOUND No. 4 REBAR
 - SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT SET NAIL
 - AC - ACRES
 - DOC - DOCUMENT
 - E.E. - ELECTRICAL EASEMENT
 - H.C.D. - HIDALGO COUNTY IRRIGATION DISTRICT
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - I.E.E. - INGRESS EGRESS EASEMENT
 - No. - NUMBER
 - N.W. COR. - NORTHWEST CORNER
 - PG - PAGE
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - R.O.W. - RIGHT OF WAY
 - R.O.W.E. - RIGHT OF WAY EASEMENT
 - SQ. FT. - SQUARE FEET
 - U.E. - UTILITY EASEMENT
 - VOL. - VOLUME
 - CL - CENTER LINE

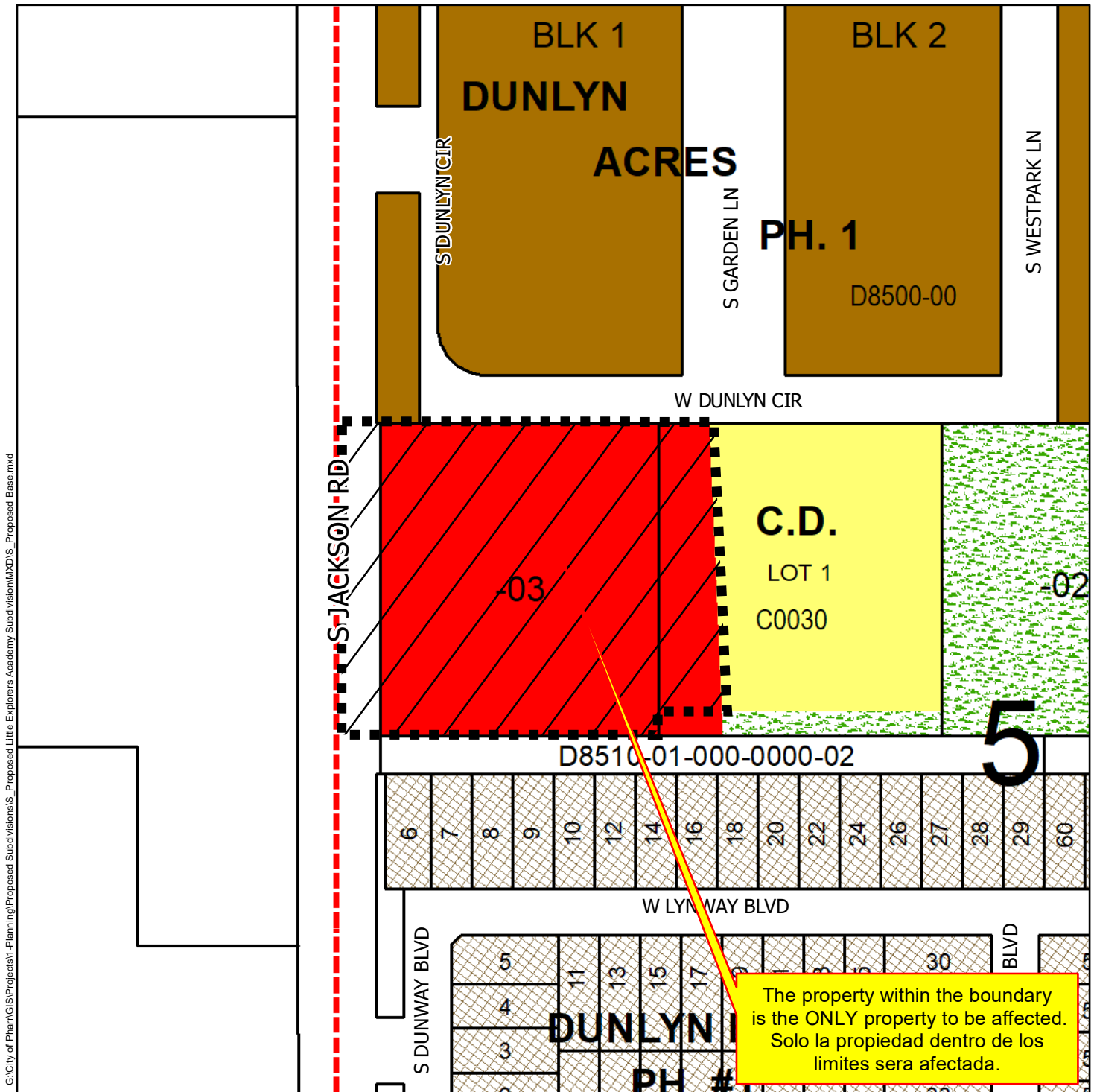
SCALE: 1" = 50'





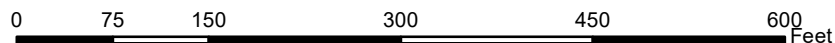
- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | 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 | |





- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

Scale: 1 inch = 150 feet



Date: 2/5/2021



Pharr
Development Services



Site Photo

2300 Blk. of South Jackson Rd.





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Ordinance creating the Golf Department. (*Adoption on One Reading*) This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: Ordinance creating the Golf Department in accordance with City of Pharr Charter.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Ordinance on One Reading.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025

ORDINANCE NO. O-2025-__

AN ORDINANCE ESTABLISHING THE GOLF DEPARTMENT; DEFINING DUTIES AND RESPONSIBILITIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REVEALING CONFLICTING ORDINANCES AND ESTABLISHING EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED

The Golf Department shall be created pursuant to the City Charter, municipal chain of authority and city employment policy. This Ordinance and provisions herewith shall be included in the Pharr Code of Ordinances. All acts and operations related to golf course management occurring prior to the effective date of this Ordinance are hereby ratified and adopted.

SECTION 2: AUTHORIZATION

The Golf Department is authorized to carry out all duties and responsibilities as directed by the City of Pharr and as permitted by applicable federal, state, and local laws, including but not limited to:

- (A) Operation, management, and maintenance of the City of Pharr Golf Course and related facilities, including but not limited to: the clubhouse, pro shop, maintenance facilities, driving range, practice areas, and irrigation systems.
- (B) Oversight of golf programs, tournaments, memberships, and public recreational services.
- (C) Management of departmental personnel, budget, and operations in accordance with city policy.
- (D) Coordination with other city departments and community organizations to promote golf recreation, leagues, tourism and economic development.

SECTION 3: CREATION AND DUTIES OF GOLF DEPARTMENT

- (A) The Golf Department is hereby established as a department of the City of Pharr.
- (B) **Authorized Positions:**
 - 1. A Golf Director full-time exempt position, who shall report directly to the City Manager or designee and serve as the department head.
 - 2. Additional positions may be authorized by the Board of Commissioners based on operational needs and budget availability and prior approval by the City Manager.

(C) **Department Services and Responsibilities:**

1. Daily operations, upkeep, and supervision of the City of Pharr Golf Course, grounds, and all associated facilities.
2. Planning, organizing, and hosting tournaments, leagues, and community golf events.
3. Administration of golf memberships, tee time reservations, concessions, and pro shop operations.
4. Maintenance of fairways, greens, landscaping, and related amenities in accordance with the Professional Golfers' Association (PGA) management and maintenance standards, or as otherwise directed by the Golf Director.
5. Collaboration with Parks & Recreation and Tourism departments to promote public use, community engagement, and marketing of golf facilities and events.
6. Implementation and enforcement of all golf course rules, safety protocols, and policies.
7. Such other related duties as may be directed by the City Manager.

(D) **Operational Standards:** The department shall operate in accordance with:

1. All applicable federal, state, and local safety and environmental regulations.
2. City purchasing and procurement policies.
3. Generally accepted golf course management and maintenance standards.
4. City financial management and accounting procedures.
5. All applicable personnel and employment policies of the City of Pharr.

SECTION 4: FISCAL RESPONSIBILITY

The department shall operate within approved budget allocations as determined by the City Manager and Board of Commissioners. The department shall maintain appropriate financial records, accounting controls, and documentation as required by city policy and applicable law.

SECTION 5: ADMINISTRATIVE STRUCTURE

The Golf Director shall report directly to the City Manager and shall be responsible for all personnel management, budget administration, and operational decisions related to the Golf Department. The Golf Director shall attend relevant City management meetings and coordinate with other city departments as directed by the City Manager.

SECTION 6: REPEALING CLAUSE

All ordinances and provisions in direct conflict with this Ordinance are hereby repealed. In the event of conflict between the provisions of this Ordinance and any other city ordinance, the provisions of this Ordinance shall prevail. All other provisions of existing ordinances shall remain in full force and effect.

SECTION 7: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. All provisions of this Ordinance shall remain in compliance with state, federal, and applicable guidelines.

SECTION 8: EMERGENCY CLAUSE AND EFFECTIVE DATE

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk in accordance with City of Pharr Charter. This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 9: 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 BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the first and final reading on this the 20th day of October, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 28, 2025

MEETING DATE: November 3, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance authorizing the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025 and levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; setting certain parameters for the obligations; authorizing a pricing officer to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing matters incident thereto. ***(Adoption on One Reading)*** This item supports IF - Infrastructure.

Classification: Regular

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

Issue: To be Completed

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Ordinance.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/28/2025
Approved - 10/28/2025
Final Approval - 10/28/2025

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025 AND LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE OBLIGATIONS; SETTING CERTAIN PARAMETERS FOR THE OBLIGATIONS; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATES, PRICE, REDEMPTION PROVISIONS AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AND CONTAINING MATTERS INCIDENT THERETO.

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

WHEREAS, the City Commission authorized the publication of a notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2025 (the “Certificates”) to the effect that the City Commission was tentatively scheduled to meet at 4:00 p.m. on November 3, 2025, at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) the revenues to be derived from the City’s waterworks and sewer system (the “Waterworks and Sewer System”) after the payment of all operation and maintenance expenses thereof (the “Net Revenues”) in an amount not to exceed \$1,000, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates;

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

WHEREAS, no petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before November 3, 2025 or the date of passage of this Ordinance.

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

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

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

“Certificate” or “Certificates” shall mean any or all of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025, authorized by this Ordinance.

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

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

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

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

“Construction Fund” shall mean the Combination Tax and Revenue Certificates of Obligation, Series 2025 Construction Fund established by the City and described in Section 4.3 of this Ordinance.

“Debt Service Fund” shall mean the Combination Tax and Revenue Certificates of Obligation, Series 2025 Debt Service Fund established by the City and described in Section 4.2 of this Ordinance.

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

“Interest Payment Date,” when used with respect to the Certificates, shall mean the date(s) determined by a Pricing Officer and set forth in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

“Paying Agent/Registrar” shall mean the paying agent/registrar authorized by a Pricing Officer in a Pricing Certificate and its successors in the capacities of paying agent and registrar for the Certificates.

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

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

“Purchaser” shall mean the underwriting syndicate named on the cover page of the Official Statement authorized pursuant to Section 6.2 hereof.

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

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

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

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

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

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

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

ARTICLE II

TERMS OF THE CERTIFICATES

Section 2.1: Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of Chapter 1371, et seq., Texas Government Code and Chapter 271, Subchapter C, Texas Local Government Code, as amended, in the total authorized aggregate principal amount of not to exceed Seventeen Million Dollars (\$17,000,000) to provide all or part of the funds to pay contractual obligations to be incurred for (i) the design, engineering, acquisition, construction, and equipping the expansion of the City owned International Bridge System including the addition of new lanes and related parking infrastructure.

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

Section 2.3: Designation. The Certificates shall be designated as "City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025," or otherwise as determined by the Pricing Officer in the Pricing Certificate.

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

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

(1) the price to be paid for the Certificates shall not be less than 95% of the aggregate original principal amount of the Certificates plus accrued interest thereon from their date to their delivery;

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

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

(4) no Certificate shall mature more than forty (40) years after the dated date thereof.

Section 2.6: Sale of the Certificates.

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

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

(3) The City hereby acknowledges that, as determined by a Pricing Officer, the sale of the Certificates may be contingent upon the issuance of a policy of municipal bond insurance. A Pricing Officer is authorized to apply for and pay any costs associated with one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Certificates, which guarantee or insurance shall be specified in the Pricing Certificate; and, any acts of a Pricing Officer relating to applications for any such insurance are hereby authorized, approved, ratified and confirmed. The Pricing Certificate may contain provisions related to the bond insurance policies, if any, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this

Ordinance. The appropriate officials and representatives of the City are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or insurance, and the printing on the Certificates of an appropriate legend or statement regarding such insurance, as provided by the bond insurer for the Certificates, is hereby approved.

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

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

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

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

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

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

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

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

Section 2.10: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

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

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

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

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

benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

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

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

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

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

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

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

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

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

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

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

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

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

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

ARTICLE III

FORM OF CERTIFICATES

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

ARTICLE IV

SECURITY FOR THE CERTIFICATES

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

The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

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

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

Section 4.2: Debt Service Fund. The Combination Tax and Revenue Certificates of Obligation, Series 2025 Debt Service Fund (the "Debt Service Fund") is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 4.3: Construction Fund. The Combination Tax and Revenue Certificates of Obligation, Series 2025 Construction Fund (the "Construction Fund") is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 2.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be applied to make such payments to the United States of America as shall be required to assure that interest on the Certificates is exempt from federal income taxation. Upon the completion of the

purposes set forth in Section 2.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

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

ARTICLE V

CONCERNING THE PAYING AGENT/REGISTRAR

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

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

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

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

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

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

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

ARTICLE VI

PROVISIONS CONCERNING CERTIFICATES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

CONTINUING DISCLOSURE UNDERTAKING

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

PASSED AND APPROVED on this 3rd day of November 2025.

CITY OF PHARR

Mayor

ATTEST

City Clerk

(SEAL)

EXHIBIT A

FORM OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF PHARR, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025

REGISTERED NUMBER

¹R-

REGISTERED DENOMINATION

\$ _____

²INTEREST
RATE:

_____ %

DATED
DATE:

INTEREST
ACCRUES

FROM:
Date of Delivery

²MATURITY
DATE:

²CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

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

¹ Initial Certificate shall be numbered T-1.

² Omitted from the Initial Certificate.

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

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

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

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of \$_____ issued pursuant to an ordinance adopted by the City Commission of the City on November 3, 2025 (the "Ordinance") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) the design, engineering, acquisition, construction, and equipping the expansion of the City owned International Bridge System including the addition of new lanes and related parking infrastructure;

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

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

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

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying

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

Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

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

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

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

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

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

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

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's waterworks and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates provided that the pledge of Net

Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

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

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

CITY OF PHARR, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Clerk

* * *

⁵FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

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

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

* * *

⁶FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

AUTHENTICATION CERTIFICATE

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

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

* * *

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

⁶ Omitted from the Initial Certificate.

⁷FORM OF ASSIGNMENT

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

ASSIGNMENT

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

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

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

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

DATED: _____

Signature Guaranteed:

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

Registered Owner

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

* * *

FORM OF STATEMENT OF INSURANCE

TBD

⁷ Omitted from the Initial Certificate.

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

SEE TAB __



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 28, 2025

MEETING DATE: November 3, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on an ordinance authorizing the issuance of the City of Pharr, Texas International Toll Bridge System Revenue Bonds, Series 2025, approving an official statement, authorizing the execution of a purchase contract, and making provisions for the security thereof, delegating authority to certain city officials to approve all final terms of the bonds, and authorizing amendment to the City's budget to appropriate such proceeds for purposes authorized herein; and ordaining other matters relating to the subject; and declaring an effective date. ***(Adoption on One Reading)*** This item supports IF - Infrastructure.

Classification: Regular

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

Issue: To approve the issuance of revenue bonds not to exceed for the funding of the Bridge Expansion Projects including DAP 16.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Ordinance.

Alternatives: To Reject

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/28/2025
Approved - 10/28/2025
Final Approval - 10/28/2025

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE OF CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2025, APPROVING AN OFFICIAL STATEMENT, AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT, AND MAKING PROVISIONS FOR THE SECURITY THEREOF, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO APPROVE ALL FINAL TERMS OF THE BONDS, AND AUTHORIZING AMENDMENT TO THE CITY’S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

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

**§
§
§**

WHEREAS, the following International Toll Bridge System Revenue Bonds of the City of Pharr (the “Issuer” or “City”) are presently outstanding:

City of Pharr, Texas International Toll Bridge Revenue, Series 2021, dated October 1, 2021, finally maturing on August 15, 2046 and now outstanding in the aggregate principal amount of \$20,365,000 (the “Series 2021 Bonds”); and

WHEREAS, the Bonds hereinafter authorized for improvements are designated to be issued and delivered as Additional Bonds pursuant to Chapter 367, Texas Transportation Code, and Chapter 1371, Texas Government Code, for the acquisition, purchase, construction, improvement, enlargement and equipment of the City’s International Toll Bridge System; and

WHEREAS, the City is an “Issuer” under Section 1371.001(4)(A), Texas Government Code, being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, the City Commission hereby finds and determines that it is in the best interests of the City to issue the Bonds hereinafter authorized, for the purposes stated, and to delegate to the Designated Officer (hereinafter designated) the authority to act on behalf of the City in selling and delivering the Bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Designated Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, said meeting was open to the public and published notice of such meeting of the time, place and purpose was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. AMOUNT AND PURPOSE OF THE BONDS; DELEGATION OF AUTHORITY TO CERTAIN CITY OFFICIALS.

(a) Authorization to Issue Toll Bridge System Revenue Bonds. International toll bridge system revenue bonds of the City are hereby authorized to be issued and delivered in the aggregate principal amount as designated by the City Manager (the “Designated Officer”) pursuant to the provisions of Section 1(b) of this Ordinance **TO ACQUIRE, CONSTRUCT, IMPROVE, ENLARGE AND EQUIP THE PHARR-REYNOSA INTERNATIONAL BRIDGE, AND RELATED BUILDINGS, STRUCTURES, AND OTHER FACILITIES AND TO PAY FOR COSTS OF ISSUANCE.** The City bonds herein authorized are issued as “Additional Obligations” under and pursuant to the City’s ordinance authorizing the issuance of the Series 2021 Bonds (the “2021 Ordinance”).

(b) Delegation of Final Terms. As authorized by Section 1371.053, Texas Government Code, as amended, the Designated Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation procuring municipal bond insurance (if it is determined that such insurance would be financially desirable and advantageous), and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$_____;

(ii) the final maturity of the Bonds shall not exceed August 15, _____;

(iii) the maximum interest rate on the Bonds shall not exceed the highest rate permitted by Chapter 1204, Texas Government Code;

(iv) the true interest cost of the Bonds shall not exceed _____%; and

(v) the delegation made hereby shall expire if not exercised by the Designated Officer prior to May 2, 2026.

(c) In establishing the aggregate principal amount of the Bonds, the Designated Officer shall establish an amount not exceeding the amount authorized in Subsection (b) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(d) Determination Required by Section 1201.022(a)(3), Texas Government Code. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Commission hereby determines that the delegation of the authority to each Designated Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by a Designated Officer pursuant to such delegated authority will be, in the City’s best interests, and each Designated Officer is hereby authorized to make an appropriate finding to that effect.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2025", and initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in annual installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, having serial and annual maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Bonds" as used in this Ordinance shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND. (a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated as of the date determined by a Designated Officer and set forth in Exhibit A, and payable on the dates and in the principal amounts determined by a Designated Officer and set forth in Exhibit A, with Bonds issued and delivered in substitution for the Initial Bond being in the denomination of \$5,000 or any integral multiple thereof, being numbered consecutively from R-1 upward, and being payable to the initial registered owner designated in the Pricing Certificate, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (the "Registered Owner").

(b) The Initial Bond (i) may be assigned and transferred, (ii) may be converted and exchanged for other Bonds, (iii) shall have the characteristics, and (iv) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Ordinance.

Section 4. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF INITIAL BOND set forth in this Ordinance to their respective dates of maturity at the rates per annum determined by a Designated Officer as set forth in Exhibit A attached hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF INITIAL BOND set forth in this Ordinance.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows, with such information as determined by the Designated Officer in the Approval Certificate as may be necessary or desirable and not prohibited by this Ordinance:

[The remainder of this page intentionally left blank.]

FORM OF INITIAL BOND

NO. T-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR, TEXAS
INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS,
SERIES 2025**

The CITY OF PHARR, in HIDALGO COUNTY, TEXAS (the “Issuer”), being a political subdivision of the State of Texas, hereby promises to pay to

or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the “registered owner”) the aggregate principal amount of

in annual installments of principal due and payable on _____ in each of the years, in the respective principal amounts, and to pay interest, from the date of delivery of the Bonds, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as set forth in the following schedule:

<u>Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
-----------------	------------------------------	--------------------------

with said interest being payable on _____, and semiannually on each February 15 and August 15 thereafter while this Bond or any portion hereof is outstanding and unpaid.

The Bonds maturing _____ (the “*Term Bonds*”) are subject to mandatory sinking fund redemption prior to their stated maturity at a price of par plus accrued interest to the redemption date as follows:

**Term Bonds Stated to
Mature on**

<u>Year</u>	<u>Principal Amount (\$)</u>
** _____	_____ _____

** Stated Maturity

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof

through _____ which is the "Paying Agent/Registrar" for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the registered owner. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$ _____ **TO ACQUIRE, CONSTRUCT, IMPROVE, ENLARGE AND EQUIP THE PHARR-REYNOSA INTERNATIONAL BRIDGE AND RELATED BUILDINGS, STRUCTURES, AND OTHER FACILITIES AND TO PAY FOR COSTS OF ISSUANCE.**

ON _____, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Ordinance. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered

owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Ordinance, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND ORDINANCE, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Bond Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond and the Series of which it is a part have been performed, existed, and been done in accordance with law; that the interest on and principal of this Bond and Series of

Bonds which it is part, together with other outstanding revenue bonds, constitutes special obligations of the Issuer, secured by and payable from a first lien on and pledge of the “Pledged Revenues”, comprised primarily of the Net Revenues of the System, which lien on and pledge of Net Revenues is on parity with the lien on and pledge of Net Revenues that secures the City’s outstanding City of Pharr, Texas International Toll Bridge Revenue Bonds, Series 2021.

THE ISSUER has reserved the right, subject to the restrictions stated and adopted by reference in the Ordinance authorizing this Series of Bonds, to issue additional parity revenue bonds, which also may be made payable from and secured by a first lien on and pledge of the aforesaid Pledged Revenues on parity with the lien thereon and pledge thereof that secures the Bonds. This City has also reserved the right to issue, at its discretion (subject only to restrictions and provisions of applicable law) to issue and incur obligations wholly or partially secured by a lien on and pledge of all or any part of the Pledged Revenues (which lien and pledge is subordinate to the lien thereon and pledge thereof that secures the Outstanding Bonds, the Bonds, and any additional parity obligations hereafter issued or incurred by the City).

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Ordinance, to amend the Bond Ordinance.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation, or from any sources whatsoever other than those described in the Bond Ordinance.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between the registered owner hereof and the Issuer.

ALL CAPITALIZED TERMS used in this Bond which are not otherwise defined herein shall have the same meanings as set forth in the Bond Ordinance.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Clerk of the Issuer, has caused the official seal of the Issuer to be duly impressed on this Bond.

City Clerk

Mayor

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER’S REGISTRATION CERTIFICATE

REGISTER NO. _____

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

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE BONDS. (a) Registration and Transfer. The Issuer shall keep or cause to be kept at the designated office of a paying agent to be approved by the Designated Officer (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Bond, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Bond, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Bonds issued and delivered in conversion of and exchange for the Initial Bond shall be in any denomination or denominations of any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Ordinance, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Bond or any portion thereof is assigned and transferred or converted the Initial Bond must be surrendered to the Paying Agent/Registrar for cancellation, and each Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Bond is assigned and transferred, there shall be delivered to

and registered in the name of the initial registered owner substitute Bonds in exchange for the unassigned balance of the Initial Bond in the same manner as if the initial registered owner were the assignee thereof. If any Bond or portion thereof other than the Initial Bond is assigned and transferred or converted each Bond issued in exchange shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is exchanged. A form of assignment shall be printed or endorsed on each Bond, excepting the Initial Bond, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Bonds or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Bond or Bonds, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Bond or Bonds), or to the previous registered owner in case only a portion of a Bond is being assigned and transferred, all in conversion of and exchange for said assigned Bond or Bonds or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Bonds by any registered owner of a Bond. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Bond or Bonds, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to convert and exchange or replace Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Conversion and Exchange or Replacement; Authentication. Each Bond issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives,

with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Ordinance, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Bond is assigned and transferred or converted each substitute Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Bond (other than the Initial Bond) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof (other than the Initial Bond) is assigned and transferred or converted, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange or replace Bonds as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be converted and exchanged or replaced. It is specifically provided that any Bond authenticated in conversion of and exchange for or replacement of another Bond on or prior to the first scheduled Record Date for the Initial Bond shall bear interest from the date of the Initial Bond, but each substitute Bond so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Bond was so authenticated, unless such Bond is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged is due but has not been paid, then such Bond shall bear interest from the date to which such interest has been paid in full. THE INITIAL BOND issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in conversion of and exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed a certificate, in the form substantially as follows:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____
Authorized Representative

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1207, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE BOND set forth in this Ordinance.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Bonds that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Bonds, and with respect to the conversion and exchange of Bonds solely to the extent above provided in this Ordinance.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/ Registrar, to be

effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of Depository Trust Company of New York (“DTC”), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on, as the case may be, the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, as the case may be, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to payment of principal of, premium, if any, and interest on, or as the case may be, the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest, as the case may be, pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

(i) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(j) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, or as the case may be, such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 7. FORM OF SUBSTITUTE BONDS. The form of all Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF SUBSTITUTE BOND

NO. R-__

PRINCIPAL AMOUNT

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR, TEXAS
INTERNATIONAL TOLL BRIDGE SYSTEM
REVENUE BONDS, SERIES 2025**

INTEREST RATE

MATURITY DATE

DELIVERY DATE

CUSIP NO.

ON THE MATURITY DATE specified above THE CITY OF PHARR, in HIDALGO COUNTY, TEXAS (the “Issuer”), being a political subdivision of the State of Texas, hereby promises to pay to

_____,
or to the registered assignee hereof (either being hereinafter called the “registered owner”) the principal amount of

and to pay interest thereon from the Delivery Date to the maturity date specified above, at the interest rate per annum specified above; with interest being payable on _____ and semiannually thereafter on each February 15 and August 15, except that if the date of authentication of this Bond is later than _____, 20__, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____ which is the “Paying Agent/Registrar” for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bonds (the “Bond Ordinance”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and the risk and expense of, the registered owner. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered

owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of an issue of Bonds initially dated _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____ **TO ACQUIRE, CONSTRUCT, IMPROVE, ENLARGE AND EQUIP THE PHARR-REYNOSA INTERNATIONAL TOLL BRIDGE AND RELATED BUILDINGS, STRUCTURES, OR OTHER FACILITIES AND TO PAY FOR COSTS OF ISSUANCE.**

ON _____, or any date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to

the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered pursuant to the laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond and the Series of which it is a part have been performed, existed, and been done in accordance with law; that the interest on and principal of this Bond and Series of Bonds which it is part, together with other outstanding revenue bonds, constitutes special obligations of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", comprised primarily of the Net Revenues of the System, which lien on and pledge of Net Revenues is on parity with the lien on and pledge of Net Revenues that secures the City's outstanding City of Pharr, Texas International Toll Bridge Revenue Bonds, Series 2021.

THE ISSUER has reserved the right, subject to the restrictions stated and adopted by reference in the Ordinance authorizing this Series of Bonds, to issue additional parity revenue bonds, which also may be made payable from and secured by a first lien on and pledge of the aforesaid Pledged Revenues on parity with the lien thereon and pledge thereof that secures the Bonds. This City has also reserved the right to issue, at its discretion (subject only to restrictions and provisions of applicable law) to issue and incur obligations wholly or partially secured by a lien on and pledge of all or any part of the Pledged Revenues (which lien and pledge is subordinate to the lien thereon and pledge thereof that secures the Outstanding Bonds, the Bonds, and any additional parity obligations hereafter issued or incurred by the City).

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Ordinance, to amend the Bond Ordinance.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation, or from any sources whatsoever other than those described in the Bond Ordinance.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

ALL CAPITALIZED TERMS used in this Bond which are not otherwise defined herein shall have the same meanings as set forth in the Bond Ordinance.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Clerk of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

City Clerk

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

(Assignee's Social Security or Tax
Payer Identification Number)

(Print or type Assignee's Name and Address Including
Zip Code)

and hereby irrevocably constitutes and appoints

Attorney, to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated _____

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

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Bond in every particular without alteration or enlargement or any change whatsoever.

Section 8. DEFINITIONS. As used in this Ordinance the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be issued by this Ordinance and, for so long as the Series 2021 Bonds remain outstanding and unpaid, shall also mean and include any "Additional Obligations" (as such term is defined in the 2021 Ordinance).

The term "Bonds" or "Series 2025 Bonds" shall mean the City of Pharr, Texas International Toll Bridge System Revenue Bonds, Series 2025 authorized by this Ordinance.

The term "Bridge Board" shall mean the Board of Directors appointed by the City to manage and operate the System pursuant to the City's Home Rule Charter.

The term "City" or "Issuer" shall mean the City of Pharr, in Hidalgo County, Texas.

The term "Current Expenses of the System" shall mean all necessary current operating expenses and maintenance expenses and charges, including the expenses of reasonable upkeep and repairs, premiums, and charges for insurance, and all other current expenses and charges incident to the operation and maintenance of the System actually incurred by the Issuer, but shall exclude depreciation.

The term "Gross Revenues of the System" shall mean all of the revenues, income, tolls, rentals, rates, fees and charges of every nature derived by the Issuer from the operation of the System, including, without limitation, all tolls collected from pedestrians and vehicular traffic using the facilities of the System for passage from the United States of America to the Republic of Mexico, and all rentals or income collected from any land, buildings, structures, and facilities of the System,

excluding any rentals from leases which may be executed in the future wherein the lease consideration is pledged or otherwise utilized to finance the construction and improvements of buildings or facilities for lessee-tenants of the Issuer, but only for such time and to such extent in each case as the rentals received in the lease and any extension or renewal thereof are required to be deposited in a separate Interest and Sinking Fund and/or Reserve Fund in order to meet the Issuer's obligations for principal and interest and other payments in connection with bonds or other instruments of indebtedness issued to finance the improvements which is the subject of the lease.

The term "International Toll Bridge System" or "System" shall mean and include the International Toll Bridge System consisting of -

(a) the portion of the Pharr-Reynosa International Bridge which has been acquired, purchased, constructed, improved, enlarged and equipped; together with all related buildings, structures, and other facilities for any public purpose and appurtenances hereafter acquired by the Issuer in connection with the ownership and operation of the aforesaid Bridge spans the Rio Grande River between a point within the City of Pharr and a point opposite thereof in the vicinity of the City of Reynosa, State of Tamaulipas, Republic of Mexico, which is owned by the Issuer, being that a portion of said bridge that is situated within the territorial limits of the United States;

(b) any other revenue producing properties, buildings, structures, activities, operations, or facilities hereafter acquired, purchased, or constructed by the Issuer with the proceeds of Additional Bonds or other City obligations;

(c) all improvements, enlargements, extensions, and additions to all of the foregoing, and all replacements thereof; and

(d) such other International Toll Bridges or related improvements that may be financed by the City or through the State of Texas or the United States of America, title to which may be transferred to a division or agency of the government of the State of Texas or the United States of America pursuant to a donation acceptance or similar program (as authorized and undertaken in accordance with Chapter 367, Texas Transportation Code).

The term "Net Revenues of the System" shall mean the Gross Revenues of the System less the Current Expenses of the System.

The term "Parity Bonds" means, for so long as any of the same remain outstanding and unpaid, the Series 2021 Bonds, the Bonds, and any Additional Bonds.

The term "Pledged Revenues" shall mean the Net Revenues of the System and any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds or the Additional Bonds.

The term "year" shall mean the fiscal year.

Section 9. PLEDGE. (a) The City hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged, on a first and prior lien basis, to the payment and security of the currently outstanding Parity Bonds (including the establishment and maintenance of the special funds

or accounts created and established for the payment and security thereof), all as hereinafter provided; and it is hereby ordained that the currently outstanding Parity Bonds, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Pledged Revenues for the payment and security of the currently outstanding Parity Bonds shall be but prior in right and claim as to any other indebtedness, liability, or obligation of the City or the System.

(b) Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this section, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged et Revenues granted by the City under this section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 10. REVENUE FUND. There has been created and established and there shall be maintained on the books of the Issuer a separate fund to be entitled the “City of Pharr, Texas International Toll Bridge System Revenue Bonds Revenue Fund (the “Revenue Fund”). Moneys in said Fund shall be maintained at an official depository of the Issuer. All Gross Revenues shall be credited to the Revenue Fund immediately upon receipt.

Section 11. DEPOSIT AND USE REVENUES. Amounts from time to time on deposit in the Revenue Fund are used in the manner and in the order of priority hereafter described:

FIRST: to the payment of all Current Expenses of the System, constituting a first charge on and claim against the Gross Revenues.

SECOND: to the payment of the amounts required to be deposited into the Interest and Sinking Fund.

THIRD: to the payment of the amounts, if any, required to be deposited into the Reserve Fund.

FOURTH: to the payment of the amounts required to be deposited into the special funds and accounts created and established for the payment, security, and benefit of any then-outstanding City obligations secured by and payable from a lien on and pledge of the Net Revenues that is subordinate to the lien thereon and pledge thereof that secures the Parity Bonds.

FIFTH: to the payment of the amounts that must be deposited to the Contingency Fund.

SIXTH: to the City for its use for any lawful purpose.

Section 12. INTEREST AND SINKING FUND. For the sole purpose of paying the principal of and interest on all outstanding Parity Bonds, as the same come due, there has been created and established and there shall be maintained on the books of the Issuer, a separate fund entitled the “City of Pharr, Texas International Toll Bridge System Revenue Bonds Interest and Sinking Fund” (the “Interest and Sinking Fund”). Moneys in said Fund shall be maintained at the official depository of the Issuer.

Section 13. RESERVE FUND. There has been created and established and there shall be maintained on the books of the Issuer, a separate fund entitled the “City of Pharr, Texas International Toll Bridge System Revenue Bonds Reserve Fund” (the “Reserve Fund”). Moneys in said Fund shall be maintained at the official depository of the Issuer. The Reserve Fund shall be used solely for the purpose of finally retiring the last of the outstanding Bonds and Additional Bonds hereafter issued and with respect to which the City provides in the ordinance authorizing their issuance that such Additional Bonds are benefitted by the additional security of the Reserve Fund, or for paying principal of and interest on any outstanding Bonds and any such Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is insufficient for such purpose.

When and if the Reserve Fund at any time contains less than the “Required Amount” (meaning the least of (i) 10% of the stated principal amount of the Bonds and any Additional Bonds at such time of calculation outstanding and benefitted by the additional security of the Reserve Fund, (ii) the maximum annual principal and interest requirements on the Bonds and any Additional Bonds at such time of calculation outstanding and benefitted by the additional security of the Reserve Fund, or (iii) 125% of the average annual principal and interest requirements on the Bonds and any Additional Bonds at such time of calculation outstanding and benefitted by the additional security of the Reserve Fund in market value), then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the Issuer shall transfer from the Pledged Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on or before the tenth day of each month, a sum equal to 1/60th of the difference between any such balance and the Required Amount, until the Reserve Fund is restored to said Required Amount. So long as the Reserve Fund contains the Required Amount, any surplus in the Reserve Fund over the Required Amount may be withdrawn and used for any lawful purpose; provided, however, to the extent that such surplus amount represents Bond proceeds, then such amount must be transferred to the Interest and Sinking Fund.

Subject only to limitations imposed by applicable law, the City may fund all or part of the Required Amount by purchasing an insurance policy that will unconditionally obligate the insurance company or other entity to pay all, or any part thereof, of the Required Amount in the event funds on deposit in the Reserve Fund are not sufficient to pay the debt service requirements on the Bonds and any Additional Bonds at such time outstanding and benefitted by the Reserve Fund. In the event an insurance policy issued to satisfy all or part of the City’s obligation with respect to the Required Amount causes the amount then on deposit in the Reserve Fund to exceed the Required Amount, the City may transfer such excess amount to any fund or account established for the payment of or security for the Bonds or applicable series of Additional Bonds (including any escrow established for the final payment of any such obligations pursuant to Chapter 1207, as amended, Texas Government Code) or use such excess amount for any lawful purpose now or hereafter provided by law.

Upon issuance of the Bonds, the Required Amount equals \$2,165,000, representing [10% of the stated principal amount of the Bonds/the maximum annual principal and interest requirements on the Bonds/125% of the average annual principal and interest requirements on the Bonds], which will be satisfied by the City’s depositing cash derived from Bond proceeds in such amount to the Reserve Fund at the time initial delivery of the Bonds.

Section 14. CONTINGENCY FUND. There has been created and established and there shall be maintained on the books of the Issuer, a separate fund entitled the “City of Pharr, Texas International Toll Bridge System Revenue Bonds Contingency Fund” (the “Contingency Fund”). Moneys in said Fund shall be maintained at the official depository of the Issuer. The Contingency Fund shall be use solely for the purpose of paying the cost of additions and improvements to the System for which System funds are not otherwise available, or for paying unexpected or extraordinary expenses

of operation and maintenance of the System for which System funds are not otherwise available. In addition, the City may (but is not obligated or required to) use amounts from time to time on deposit in the Contingency Fund to pay principal of and interest on any outstanding Parity Bonds, when and to the extent the amount in the Interest and Sinking Fund and (with respect to Parity Bonds other the Outstanding Bonds) the Reserve Fund are insufficient for such purpose.

If and when the amount in the Contingency Fund is reduced or depleted below a balance of \$500,000, then such reduction or depletion shall be restored from amounts from time to time on deposit in Revenue Fund, subject and subordinate to making the required deposits therefrom to the credit of the Interest and Sinking Fund, the Reserve Fund, and any funds or accounts from which payment is made or security for the repayment is provided with respect to City obligations hereafter issued that are secured by a lien on and pledge of Net Revenues that is subordinate to the lien thereon and pledge thereof that is included in Pledged Revenues and secures the Parity Bonds. To replenish any such Contingency Fund deficiency, the City shall, on or before the tenth day of each month, deposit to the Contingency Fund from the Revenue Fund a sum equal to 5% of the Gross Revenues of the System during the previous month, until such reduction or depletion is restored.

Section 15. INVESTMENTS. Money in any fund maintained pursuant to this Ordinance may, at the option of the Issuer, be placed in time deposits or certificates of deposit secured by obligations of the type hereinafter described, or be invested in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in obligations of instrumentalities of the United States of America, including, but not limited to, evidences of indebtedness issued, insured, or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, United States Postal Service, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, Federal Housing Association, or Participation Certificates in the Federal Assets Financing Trust; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the 15th day of January and of July of each year. Interest and income derived from such deposits and investments shall be credited to the fund from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 16. FUNDS SECURED. Money in all funds maintained pursuant to this Ordinance, to the extent not invested, shall be secured in the manner by law for securing funds of the Issuer, in principal amounts at all times not less than the amounts of money credited to such funds, respectively.

Section 17. DEBT SERVICE REQUIREMENTS. (a) Immediately after the delivery of the Bonds, the Issuer shall deposit any accrued interest received as proceeds from the sale and delivery of the Bonds to the credit of the Interest and Sinking Fund.

(b) The Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund the amounts, at the times as follows:

- (1) Such amounts, deposited in approximately equal monthly installments on or before the 10th day of November, 2021, and on or before the 10th day of each month thereafter, as will be sufficient, together with other amounts, if any, then on hand in the Interest

and Sinking Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds on the next succeeding interest payment date; and

(2) Such amounts, deposited in approximately equal monthly installments on or before the 10th day of September, 2024, and on or before the 10th day of each month thereafter, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Sinking Fund and available for such purpose, to pay the principal scheduled to mature and come due on the next succeeding principal payment date, (whether by maturity or earlier mandatory sinking fund redemption).

Section 18. RESERVE FUND REQUIREMENTS. When and if the Reserve Fund at any time contains less than the "Required Amount" (meaning the least of (i) 10% of the stated principal amount of the Bonds and any Additional Bonds at such time of calculation outstanding and benefitted by the additional security of the Reserve Fund, (ii) the maximum annual principal and interest requirements on the Bonds and any Additional Bonds at such time of calculation outstanding and benefitted by the additional security of the Reserve Fund, or (iii) 125% of the average annual principal and interest requirements on the Bonds and any Additional Bonds at such time of calculation outstanding and benefitted by the additional security of the Reserve Fund in market value), then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the Issuer shall transfer from the Pledged Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on or before the tenth day of each month, a sum equal to 1/60th of the difference between any such balance and the Required Amount, until the Reserve Fund is restored to said Required Amount. So long as the Reserve Fund contains the Required Amount, any surplus in the Reserve Fund over the Required Amount may be withdrawn and used for any lawful purpose; provided, however, to the extent that such surplus amount represents Bond proceeds, then such amount must be transferred to the Interest and Sinking Fund.

Subject only to limitations imposed by applicable law, the City may fund all or part of the Required Amount by purchasing an insurance policy that will unconditionally obligate the insurance company or other entity to pay all, or any part thereof, of the Required Amount in the event funds on deposit in the Reserve Fund are not sufficient to pay the debt service requirements on the Bonds and any Additional Bonds at such time outstanding and benefitted by the Reserve Fund. In the event an insurance policy issued to satisfy all or part of the City's obligation with respect to the Required Amount causes the amount then on deposit in the Reserve Fund to exceed the Required Amount, the City may transfer such excess amount to any fund or account established for the payment of or security for the Bonds or applicable series of Additional Bonds (including any escrow established for the final payment of any such obligations pursuant to Chapter 1207, as amended, Texas Government Code) or use such excess amount for any lawful purpose now or hereafter provided by law.

Upon issuance of the Bonds, the Required Amount equals \$2,165,000, representing [10% of the stated principal amount of the Bonds/the maximum annual principal and interest requirements on the Bonds/125% of the average annual principal and interest requirements on the Bonds], which will be satisfied by the City's depositing cash derived from Bond proceeds in such amount to the Reserve Fund at the time initial delivery of the Bonds.

Section 19. CONTINGENCY FUND REQUIREMENTS. If and when the amount in the Contingency Fund is reduced or depleted below a balance of \$500,000, then such reduction or depletion shall be restored from amounts from time to time on deposit in Revenue Fund, subject and subordinate to making the required deposits therefrom to the credit of the Interest and Sinking Fund, the Reserve Fund, and any funds or accounts from which payment is made or security for the repayment is provided

with respect to City obligations hereafter issued that are secured by a lien on and pledge of Net Revenues that is subordinate to the lien thereon and pledge thereof that is included in Pledged Revenues and secures the Parity Bonds. To replenish any such Contingency Fund deficiency, the City shall, on or before the tenth day of each month, deposit to the Contingency Fund from the Revenue Fund a sum equal to 5% of the Gross Revenues of the System during the previous month, until such reduction or depletion is restored.

Section 20. DEFICIENCIES. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other source available for such purpose.

Section 21. SURPLUS REVENUES. Subject to making the required deposits to the credit of the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund, when as required by this Ordinance, or any ordinance authorizing the issuance of Additional Bonds or City obligations payable from and secured by a lien and pledge of any Pledged Revenues that is subordinate to the lien thereon and pledge that secures by Parity Bonds, any surplus Pledged Revenues may be used for any lawful purpose, including payment to the State of Texas, or its agency, or authority or department, and to the United States of America or any of its departments, pursuant to an agreement authorized by the Issuer, such amount as required to pay for the funds contributed by such parties for the construction of Bridge No. IV, or any other International Toll Bridges as permitted in Section 8(g) hereof.

Section 22. PAYMENT OF BONDS. The Issuer shall make available to the Paying Agent/Registrar therefor, out of the Interest and Sinking Fund, the Reserve Fund, and/or the Contingency Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds as will accrue or mature on February 15 or August 15 immediately following. The Paying Agent/Registrar shall cancel and deliver to the Finance Director, or shall totally destroy, all paid Bonds and Additional Bonds, and furnish the Issuer with an appropriate certificate of cancellation or destruction.

Section 23. FINAL DEPOSITS. At such time as the aggregate amount of money and investments in the Interest and Sinking Fund and the Reserve Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Bonds and Additional Bonds, plus (2) the aggregate amount of all unpaid (unmatured and matured) outstanding interest due on such Bonds and Additional Bonds, no further deposits need be made into the Interest and Sinking Fund, the Reserve Fund, or the Contingency Fund. In determining the amount of such Bonds and Additional Bonds, and interest due thereon at any time, there shall be subtracted and excluded the amount of any such Bonds and Additional Bonds, and interest due thereon, which shall have been duly called for redemption and for which funds shall have been deposited with the Paying Agent/Registrar therefor sufficient for such redemption.

Section 24. ADDITIONAL OBLIGATIONS. (a) The City hereby reserves and has the right to issue Additional Bonds in one or more series. Such Additional Bonds, when issued, will be secured by a lien on and pledge of the Pledged Revenues on parity and of equal dignity with the lien thereon and pledge thereof that secures the outstanding Parity Bonds (including the Bonds). Proceeds of Additional Bonds and may be issued for any purpose then authorized by law. Issuance of Additional Bonds is subject to the City's compliance with the following:

- (i) Certification that neither the City nor the Bridge Board is then in default as to any covenant, condition or obligation prescribed by each City ordinance authorizing the issuance of any then-outstanding series of Parity Bonds;

(ii) Certification by the Mayor and the City Clerk of the City that all funds and accounts established and maintained under each City ordinance authorizing the issuance of any then-outstanding series of Parity Bonds each contains the applicable and respective amount then required to be therein maintained;

(iii) Certification from (a) an independent certified public accountant or an independent firm of certified public accountants or (b) the City Manager or the City's Finance Director to the effect that, during any of (x) the next preceding fiscal year, (y) the most recently-completed fiscal year for which the City has received its annual audit, or (z) any twelve consecutive calendar month period ending not more than 90 days prior to the City ordinance authorizing the issuance of the then-proposed Additional Bonds, the Pledged Revenues were or will be (as applicable) at least equal to 1.40 times the average annual principal and interest requirements of Parity Bonds that will remain outstanding after issuance of the proposed series of Additional Bonds; provided, however, that no such certification shall be required for as a condition precedent to the issuance of a series of Additional Bonds issued solely for the purpose of refunding any then-outstanding Parity Bonds to realize gross debt service savings;

(iv) The ordinance authorizing such Additional Bonds shall contain provisions for increasing the monthly deposits to be made into the Interest and Sinking Fund so that the additional deposits into the Interest and Sinking Fund will assure the availability of money on time for the purpose of paying the installments of principal and interest of principal of such Additional Bonds;

(v) The Additional Bonds are scheduled to mature only on August 15, and the interest thereon is scheduled to be paid only on February 15 and August 15; and

(vi) Specification if the Additional Bonds are to be benefitted by the Reserve Fund and, if so, provision in the City ordinance authorizing their issuance to fund the Reserve Fund in an amount necessary to satisfy the increase in the Required Amount attributable to such issuance of Additional Bonds and in a manner consistent with the Reserve Fund funding options provided for in this Ordinance.

(b) In addition to Additional Bonds, the City may issue or incur obligations secured by a subordinate lien on and pledge of Net Revenues, within the limits prescribed by law and having the terms and features determined by the City

Section 25. APPLICATION OF PRIOR ORDINANCE PROVISIONS. The City recognizes its prior issuance of Series 2021 Bonds and the provisions of the 2021 Ordinance having application over matters concerning the use of the Net Revenues of the System and the operation and management of the System. The provisions of this Ordinance are intended to reconcile with those provisions. If the provisions of this Ordinance and the 2021 Ordinance are in conflict with respect to the same matters that are addressed in both ordinances (such as with respect to the issuance of Additional Bonds), the more stringent or restrictive provisions shall control; provided, however, that those more stringent or restrictive provisions that are found in the 2021 Ordinance shall only have application for so long as the Series 2021 Bonds remain outstanding and unpaid and, thereafter, shall be of no further force and effect and the provisions of this Ordinance shall control in all respects.

Section 26. GENERAL COVENANTS. The Issuer further covenants and agrees that:

(a) PERFORMANCE. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in any City ordinance authorizing the issuance of

a series of Parity Bonds (each, a “Parity Bond Ordinance”), and in each and every Parity Bond; that it will promptly pay or cause to be paid the principal of and interest on every Parity Bond, on the dates and in the places and manner prescribed in such ordinances and Parity Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund; and any holder of the Parity Bonds may require the Issuer, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of any Parity Bond Ordinance (subject only to the provisions of Section 25 hereof), by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its officials, and employees.

(b) ISSUER’S LEGAL AUTHORITY. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) TITLE. It has and will obtain lawful title to the lands, buildings, structures, and facilities constituting the System, save and except improvements and facilities indented in clause (d) of the definition of “System” appearing in Section 8 hereof, that the Issuer warrants that it will defend, the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) LIENS. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic’s, laborer’s, materialman’s, or other lien or charge which might or could be prior to the liens hereof, or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanics, laborer’s, materialman’s, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) OPERATION OF SYSTEM; NO FREE SERVICE. While the Bonds or any Additional Bonds are outstanding and unpaid it will cause the System to be continuously and efficiently operated and maintained in good condition, repair, and working order, and at a reasonable cost. The City and the Bridge Board covenant that no free vehicular or pedestrian passage will be permitted over the System.

(f) FURTHER ENCUMBRANCE. While the Bonds or any Additional Bonds are outstanding and unpaid, the Issuer shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Ordinance; but the right of the Issuer heretofore reserved to issue revenue bonds or to incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized.

(g) SALE, ENCUMBRANCE, OR DISPOSAL OF PROPERTY. While the Bonds or any Additional Bonds, are outstanding and unpaid, the Issuer shall not sell, convey, mortgage, encumber, or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the Issuer deems it necessary to dispose of any machinery, fixtures, or equipment, it may sell or otherwise dispose of such machinery, fixtures, or equipment when it has made arrangements to replace the same or provide substitutes therefor;

(h) INSURANCE. (1) It will cause to be insured such parts of the System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the Issuer gives a written opinion to the effect that the Issuer is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Issuer shall not be required to carry insurance on the works being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Bondholders and their representatives at all reasonable times.

(2) Upon the happening of any loss or damage covered by insurance from one or more of said causes, the Issuer shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Issuer. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Issuer for repairing the property damage or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each series or issues of Bonds or Additional Bonds bears to the total outstanding principal of all Bonds and Additional Bonds; provided that if on any such occasion the principal of any such series or issues is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(ii) if none of the outstanding Bonds or Additional Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any such Bonds or Additional Bonds shall not exceed the redemption price of such Bonds or Additional Bonds on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Issuer, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the Issuer has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) **RATE COVENANT.** It will fix, establish, maintain, and collect such tolls, rentals, rates, charges, and fees for the use and availability of the System at all times as are necessary to produce Gross Revenues of the System sufficient to pay all Current Expenses of the System and to provide money sufficient, together with any other Pledged Revenues, to make all payments and deposits when and as required to be made into the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund by the ordinances authorizing the Bonds and any Additional Bonds, to pay the principal and interest on the Bonds and any Additional Bonds, with such revenues being at least equal annually to 1.40 times the annual amount of principal and interest of all Bonds to be payable that fiscal year, and in making such calculations to include any applicable mandatory redemption requirements for the Bonds, and to satisfy such other obligations as the Issuer may have in connection with the System, including those obligations that may be entered into pursuant to Section 8(g) hereof.

(j) **RECORDS.** Proper books of record and account shall be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and the funds created pursuant to this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(k) **AUDITS.** That after the close of each year while any of the Bonds or Additional Bonds are outstanding, an audit will be made of the books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant or an independent firm of certified public accountants. As soon as practicable after the close of each such year, and when said audit has been completed and made available to the Issuer, a copy of such audit for the preceding year shall be mailed to any bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(l) **GOVERNMENTAL AGENCIES.** That it will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the Issuer has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(m) **NO COMPETITION.** The Issuer covenants that it will not grant any franchise or permit for the acquisition, construction, or operation of any competing bridge over, or tunnel under, the Rio Grande River, or any other facilities which might be used as a substitute for the System's bridges, and, to the extent that it legally may, the Issuer will prohibit any such competing facilities.

Section 27. **AMENDMENT OF ORDINANCE.** (a) The holders of Bonds and Additional Bonds aggregating in principal amount two-thirds of the aggregate principal amount of then outstanding Bonds and Additional Bonds shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the Issuer, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds or Additional Bonds so as to:

- (1) Make any change in the maturity of the outstanding Bonds or Additional Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds or Additional Bonds;
- (3) Reduce the amount of the principal payable on the outstanding Bonds or Additional Bonds;
- (4) Modify the terms of payment of principal of or interest on the outstanding Bonds or Additional Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the holders of less than all of the Bonds and Additional Bonds then outstanding;
- (6) Change the minimum percentage of the principal amount of Bonds and Additional Bonds necessary for consent to such amendment.

(b) If at any time the Issuer shall desire to amend the Ordinance under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, or in the City of Austin, Texas, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Bonds and Additional Bonds. Such publication is not required, however, if notice in writing is given to each holder of Bonds and Additional Bonds.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the Issuer shall receive an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of all Bonds and Additional Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Issuer may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties, and obligations under this Ordinance, and all the holders of then outstanding Bonds and Additional Bonds and all future Additional Bonds shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of Bonds or Additional Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bonds or Additional Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar, but such revocation shall not be effective if the holders of two-thirds aggregate principal amount of the then outstanding Bonds and Additional Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of Bonds or Additional Bonds by any bondholder and the amount and numbers of such Bonds and Additional Bonds, and the date of

their holding same, may be proved by the affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository, the Bonds or Additional Bonds described in such certificate. The Issuer may conclusively assume that such ownership continues until written notice to the contrary is served upon the Issuer.

Section 28. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bonds, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bonds so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bonds shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bonds, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bonds with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, this Section 28 of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in Section 6(d) of this Ordinance for bonds issued in conversion and exchange for other bonds.

Section 29. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the

principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 29(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 29(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 31. COVENANTS REGARDING TAX EXEMPTION. The Issuer covenants to refrain from taking any action which would adversely affect, and to take any required action to ensure, the treatment of the Bonds as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance, or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in Subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(1) proceeds of the Bonds invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of thirty days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

In order to facilitate compliance with the above covenant (h), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

Section 32. DISPOSITION OF PROJECT; ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT; WRITTEN PROCEDURES. (a) The Issuer covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(b) The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the “Project”) on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(c) Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Commission hereby adopts and establishes the instructions attached hereto as Exhibit B as the City’s written procedures.

Section 33. CONTINUING DISCLOSURE.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access system being established by the MSRB.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by

this Ordinance being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

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

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of holders;
3. Redemption calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 29 of this Ordinance that causes Bonds no longer to be outstanding.

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

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

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 34. SALE OF INITIAL BOND. The Bonds shall be sold and delivered subject to the provisions of Section 1 and pursuant to the terms and provisions of a bond purchase contract (the "Purchase Agreement") which the Designated Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

Section 35. APPROVAL OF OFFICIAL STATEMENT. The City hereby authorizes the Mayor and the City Manager to approve the form and content of an Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and to approve the distribution of the Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The preparation, distribution and use of a Preliminary Official Statement for the Bonds is also hereby approved.

Section 36. INTEREST EARNINGS ON BOND PROCEEDS. That earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds, as described in Section 1 hereof; provided that after completion of such project, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 31 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purpose of this Section.

Section 37. INSURANCE. On the date of delivery of the Bonds, the City may obtain from the insurer approved by a Designated Officer and identified in Exhibit A attached hereto (the “Insurer”) a municipal bond insurance policy in support of the Bonds. To that end, for so long as said policy is in effect, the ordinance requirements of the Insurer, as a condition to the issuance of said policy, to be attached hereto as Exhibit E, are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The City is authorized to use proceeds of the Bonds to purchase such policy.

Section 38. FURTHER PROCEDURES. The Mayor, City Manager, City Clerk, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of the Bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 39. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 40. FINDING AND AMENDMENT TO BUDGET. It is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that this Ordinance shall become effective on final passage, and that the annual budget for this year is hereby amended to appropriate the proceeds from the Bonds for the purposes authorized herein.

Section 41. NO ACCELERATION OF PAYMENT. A Bondholder shall never have the right to acceleration of payment of the Bonds.

Section 42. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

APPROVED THIS THE 3rd DAY OF NOVEMBER, 2025.

CITY OF PHARR

Mayor

ATTEST:

City Clerk

(SEAL)

EXHIBIT A

FORM OF APPROVAL CERTIFICATE

CERTIFICATE APPROVING THE FINAL TERMS OF THE BONDS

I, the City Manager of the **CITY OF PHARR, TEXAS** (the “**City**”), pursuant to authority granted by the provisions of Section 1371.053, Texas Government Code, as amended, and by the City Commission of the City in Section 1(b) of an ordinance approved by the City Commission on November 3, 2025, relating to the issuance of the Bonds defined below (the “**Ordinance**”), hereby certify as follows:

1. **GENERAL.** This Certificate is given in connection with the issuance by the City of the **CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2025** (the “**Bonds**”) which, pursuant to the Ordinance, have been authorized by the City Commission.

2. **DEFINITIONS.** All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. **DATED DATE AND AGGREGATE PRINCIPAL AMOUNT.** The Bonds shall be dated _____, 2025, and shall be issued in the aggregate principal amount of \$_____.

4. **PRINCIPAL AMOUNTS AND INTEREST RATES.** The Bonds shall (i) mature on August 15 in each of the years and in the respective principal amounts, and (ii) bear interest from _____, to their respective date of maturity at the respective interest rates, all as set forth below:

CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2025

MATURITY DATE (8/15)	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)	MATURITY DATE (10/1)	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
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5. **INTEREST ON BONDS.** As provided in Section 4 of the Ordinance and in the FORM OF BONDS contained in Section 5 of the Ordinance, interest on the Bonds shall be payable on each February 15 and August 15, commencing on _____, until stated maturity or redemption.

6. **OPTIONAL REDEMPTION.** The Bonds maturing on and after August 15, 20__, may be redeemed prior to their scheduled maturities, at the option of the City on August 15, 20__, or on

any date thereafter at the redemption price equal to par plus accrued interest to the date fixed for redemption.

7. **Initial Purchaser and Purchase Price.** The Bonds shall be sold to _____ as the initial purchaser thereof pursuant to a negotiated underwriting and shall be purchased at a price equal to \$_____ (which amount is equal to par, [plus][less] a net original issue [premium][discount] on the Bonds of \$_____, less Underwriters' discount of \$_____), and no accrued interest. The Initial Bond shall be registered in the name of _____.

8. **DETERMINATION REQUIRED BY SECTION 1201.022(A)(3), TEXAS GOVERNMENT CODE.** In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1(d) of the Ordinance, and upon consultation with the City's Financial Advisor, the undersigned hereby determines that the final terms of the Bonds as set forth in this Certificate are in the City's best interests.

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EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the City's chief financial officer (the "Responsible Person"), which currently is the City's Finance Director, will:

(i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;

(ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;

(iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Bonds (the "Issue Date"), and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Bonds are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 33 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement and Tables referred to) below:

Tables 1 through 6 and 8 through 15 and Appendix B

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

PURCHASE CONTRACT

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT AS IT APPEARS ELSEWHERE IN THIS TRANSCRIPT.

[EXHIBIT E

INSURANCE COMMITMENT]



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.D.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution authorizing a partnership between the City of Pharr and The Museum of South Texas History.
This item supports QL - Quality of Life.

Classification: Regular

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

Issue: The City of Pharr seeks to enhance educational and cultural opportunities for its residents by establishing a partnership with the Museum of South Texas History to promote local heritage, history, historical preservation, and community engagement through collaborative programs and initiatives.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Adolfo Garcia
David Friedlein
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Approved - 10/23/2025
Approved - 10/23/2025
Final Approval - 10/23/2025

RESOLUTION R-2025- __

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS, AUTHORIZING A PARTNERSHIP BETWEEN THE CITY OF PHARR AND THE MUSEUM OF SOUTH TEXAS HISTORY FOR EDUCATIONAL COLLABORATION, TOURS, COMMUNITY OUTREACH, AND DATA COLLECTION INITIATIVES.

WHEREAS, the City of Pharr recognizes the importance of preserving and promoting its own cultural, historical, and educational heritage, while providing opportunities for residents to engage with the broader history of the Rio Grande Valley; and

WHEREAS, the Museum of South Texas History (MoSTHistory) serves as a leading regional institution dedicated to collecting, preserving, and interpreting the history and heritage of South Texas and Northeastern Mexico; and

WHEREAS, the City of Pharr seeks to enhance educational and cultural opportunities for its residents by partnering with MoSTHistory to develop programs, exhibits, and experiences that foster knowledge, civic pride, and community engagement; and

WHEREAS, both entities share a commitment to community enrichment, historical preservation, and educational advancement, creating meaningful experiences that directly benefit Pharr's residents and workforce; and

WHEREAS, the City of Pharr is focused on a data-driven approach to expand quality of life, ensuring that all programs and initiatives are informed by research, analysis, and measurable outcomes to maximize impact for the community; and

WHEREAS, this partnership will include, but is not limited to:

1. Coordinated **guided tours** and field experiences for Pharr residents, students, and visitors;
2. Joint **educational components**, such as curriculum-based workshops, lectures, and interactive learning opportunities;
3. Collaboration in **data collection, research, and analysis** related to Pharr's historical, cultural, and demographic evolution;
4. Development of **public exhibits and outreach events** highlighting the shared heritage and contributions of the Pharr community; and
5. Opportunities for **volunteer engagement** to strengthen educational and workforce pathways in the arts and humanities;

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

1. The City of Pharr hereby formally establishes a **Partnership Agreement** with the Museum of South Texas History to promote mutual goals in education, research, and cultural programming.
2. The Mayor, or his designee, is authorized to execute any necessary documents and to coordinate with MoSTHistory leadership to implement the partnership objectives outlined herein.
3. This Resolution shall take effect immediately upon its passage and approval.
4. The term of the agreement shall be for one-year, beginning October 1, 2025, and expiring September 30, 2026.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of October, 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez
City Clerk

APPROVED AS TO FORM:

Ricardo Rodriguez
City Attorney



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.E.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Legal

DIRECTOR: Ricardo Rodriguez

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

Classification: Regular

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

Issue: On June 30, 2025, Texas Gas Service Company (TGS or Company) filed a statement of intent to increase rates application with each of the cities in their Central-Gulf, West North and Rio Grande Valley service areas. In the filing, the company asserted that it is entitled to a \$41.1 million increase or a 9.83% increase over current adjusted revenues, excluding gas costs.

In June, the Cities served by Texas Gas Service Company engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, TGS Cities' attorney recommends that all TGS Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, TGS will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with TGS filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 28202) currently pending at the Railroad Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until November 17, 2025. As such, all cities with original jurisdiction will need to adopt the Resolution no later than November 17th.

Accordingly, the purpose of the Resolution is to deny the rate application proposed by TGS.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approving Resolution to deny rates increase.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 10/22/2025

Ricardo Rodriguez

Approved - 10/22/2025

City Management Office

Final Approval - 10/22/2025

RESOLUTION NO. R-2025-__

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

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

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

WHEREAS, on or about June 30, 2025, TGS filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas revenues by \$41.1 million annually and to all customers residing in the City; and

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

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

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

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

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

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

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

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

Section 5. That a copy of this Resolution shall be sent to TGS representatives Judy Hitchye, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Judy.Hitchye@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 20th day of October, 2025, by the Board of Commissioners of the City of Pharr, Texas

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED AS TO FORM:

Ricardo Rodriguez, City Attorney



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.F.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Golf

DIRECTOR: Will Borowski

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing three (3) members to the Tierra Del Sol Golf Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The terms for Jaime Villarreal, Rudy Martinez and Xavier Garcia will expire on November 1, 2025 and therefore, need to appoint or reappoint members for the Golf Advisory Board.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointing/reappointing three (3) members.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Will Borowski
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N
NO: R-2025-

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 99-23, has created and appointed Tierra del Sol Golf Club Advisory Board composed of nine members who shall be residents of the City of Pharr and serve a term of two and three years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Xavier Garcia, Rudy Martinez and Jaime Villarreal will expire on November 1, 2025; and

WHEREAS, appointment/re-appointment of three (3) members need to be made at this time; and such Board members shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Tierra del Sol Golf Club Advisory Board of the City of Pharr.

NAME:

LENGTH OF TERM

- | | |
|----|------------------------------------|
| 1. | 3-Year Term (to expire on 11/1/28) |
| 2. | 3-Year Term (to expire on 11/1/28) |
| 3. | 3-Year Term (to expire on 11/1/28) |

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 20th day of October 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.G.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: GMCD

DIRECTOR: Napoleon Coca

Agenda Item: Consideration and action, if any, on Resolution authorizing participation in the Texas General Land Office (GLO) Resilient Communities Program to support the development code updates and designating authorized representatives for grant administration. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The Texas General Land Office (GLO) Resilient Communities Program assists local governments in updating local codes, ordinances, and planning tools to enhance community resilience and reduce disaster risk. The City of Pharr seeks to participate in this program to strengthen local development and building codes, support sustainable growth, and mitigate the impacts of flooding and natural hazards through coordinated departmental collaboration and stakeholder engagement.

Fiscal Consideration: No direct fiscal impact at this stage. Grant funds will be requested through GLO upon approval.

Staff Recommendation: Staff recommends approval of Resolution authorizing participation in the GLO Resilient Communities Program.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Napoleon Coca
Cynthia Garza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/23/2025
Approved - 10/23/2025
Final Approval - 10/23/2025

RESOLUTION R-2025-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS GENERAL LAND OFFICE (GLO) RESILIENT COMMUNITIES PROGRAM TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF RESILIENT BUILDING AND DEVELOPMENT CODE UPDATES AND DESIGNATING AUTHORIZED REPRESENTATIVES FOR GRANT ADMINISTRATION.

WHEREAS, the City of Pharr recognizes the importance of strengthening community resilience and ensuring that local planning, construction, and infrastructure standards align with best practices for hazard mitigation, sustainability, and disaster recovery; and

WHEREAS, the Texas General Land Office (GLO) established the Resilient Communities Program (RCP) to assist local governments in planning and implementing resilience-building initiatives, including updates to local codes and ordinances that reduce disaster risk and improve long-term sustainability; and

WHEREAS, the City of Pharr seeks to participate in the GLO Resilient Communities Program to develop and adopt enhanced local development and building codes that promote safety, protect public investments, and mitigate the impacts of flooding and other natural hazards; and

WHEREAS, this initiative aligns with the City's long-term planning priorities and supports collaborative participation among the City's Planning and Development Services Department, Engineering Department, and Grants Management Department, in coordination with local contractors, consultants, and community stakeholders; and

WHEREAS, the City of Pharr's leadership is committed to strengthening the city's resilience framework, integrating data-driven decision-making, and ensuring compliance with all state and federal program requirements; and

WHEREAS, this participation will include, but is not limited to:

1. Conducting a comprehensive review of existing building and development codes to identify areas for resilience enhancement; and
2. Engaging engineering and planning professionals to develop code recommendations based on risk analysis and GLO guidance; and
3. Coordinating with community stakeholders, contractors, and city departments to ensure equitable implementation; and
4. Preparing and submitting all required project documents including the Grant Management Plan, Local Certifications, Legal Authority documentation, and SF-424; and

5. Establishing procedures for oversight, monitoring, and reporting in compliance with GLO regulations.

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

1. The City of Pharr hereby authorizes participation in the Texas General Land Office Resilient Communities Program and approves submission of all required applications and documentation.
2. The Mayor, or his designee, is authorized to execute all necessary documents, agreements, and certifications on behalf of the City for the proper administration of the grant.
3. The Grants Management Department shall serve as lead administrator for the project, coordinating with the Engineering Department, Planning and Development Services Department, and the City Manager's Office to ensure compliance and timely implementation.
4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

APPROVED AS TO FORM:

Ricardo Rodriguez, City Attorney



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, accepting the City of Pharr Audited Financial Statements for FY 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Each year, the City undergoes a financial and external control audit as required by state law. The report is presented for the FY 2023-2024 with an unmodified (clean) opinion. This indicates that it is the opinion of the auditor that the Financial Statements for the City of Pharr and its component units are presented fairly in all material aspects.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

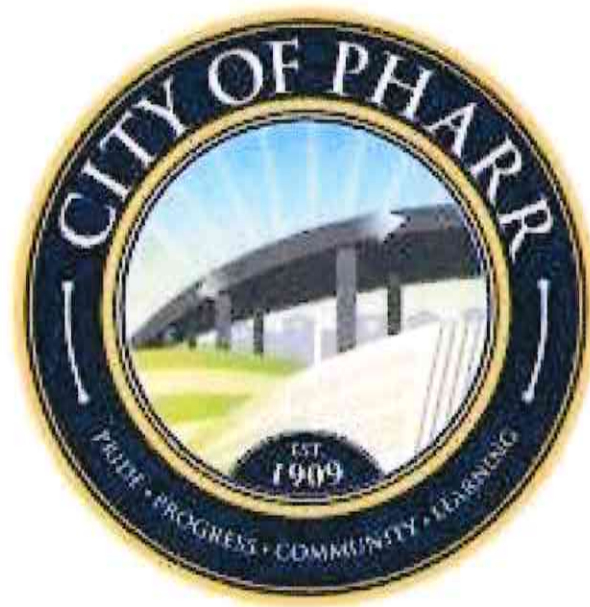
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Jamison Merrick
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025



CITY OF PHARR, TEXAS

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Raul Hernandez & Company, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

5402 Holly Road, Suite 102 Corpus Christi, TX 78411 Office: (361) 980-0428 Fax: (361) 980-1002

CITY OF PHARR, TEXAS
ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED
SEPTEMBER 30, 2024

CITY OF PHARR, TEXAS
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2024

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FINANCIAL SECTION

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INDEPENDENT AUDITORS' REPORT

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Raul Hernandez & Company, P.C.
Certified Public Accountants
5402 Holly Rd, Suite 102
Corpus Christi, Texas 78411
Office (361)980-0482 Fax (361)980-1002

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor
Members of the City Commission
City of Pharr, Texas

Report on the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Pharr, Texas, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City of Pharr, Texas's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Pharr, Texas, as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Pharr, Texas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Change of Accounting Principle

As discussed in the notes to the financial statements, in the year ending September 30, 2024, the City of Pharr, Texas adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 100, Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City of Pharr, Texas's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Pharr, Texas's ability to continue as a going concern for twelve months beyond the financial statement due date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Pharr, Texas's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Pharr, Texas's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and budgetary comparison and schedule of the City of Pharr, Texas's proportionate share of the net pension liability and schedule of City of Pharr, Texas's pension contributions, and schedule of the City of Pharr, Texas's proportionate share of the net OPEB liability and schedule of City of Pharr, Texas's OPEB contributions identified as required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Pharr, Texas's basic financial statements. The combining and individual nonmajor fund statements, the schedule of expenditures of federal and state awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State of Texas *Grant Management Standards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2025, on our consideration of the City of Pharr, Texas's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Pharr, Texas's internal control over financial reporting and compliance.

Raul Hernandez & Company, P.C.
Corpus Christi, Texas
September 30, 2025

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MANGEMENT'S DISCUSSION AND ANALYSIS

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City of Pharr Management's Discussion and Analysis

As management of the City of Pharr, Texas (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Pharr for the fiscal year ended September 30, 2024.

Financial Highlights

- The assets and deferred outflows of the City's governmental activities exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$161,888,575.
- The assets and deferred outflows of the City's business-type activities exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$154,064,969. The majority of the business-type activities' net position is unrestricted.
- The General Fund assets exceeded its liabilities by over \$11,131,270. The general fund showed an increase in revenues of \$4,864,532, primarily due to an increase in fees & charges and property tax collections. Sales taxes showed an increase of 2%, and property taxes went up by 10%, but we also saw an increase of \$4,527,236 in operating expenses compared to the previous fiscal year. The significant increase in expenditures is mainly due to capital equipment purchase and the City's growing personnel needs.
- During the prior fiscal year 22-23, the Pharr Economic Development Corporation II (PEDC) came back as a City blended component unit due to its relationship with the City and to comply with GASB No. 61. During the year, PEDC's assets exceeded its liabilities by \$14,668,848 (fund balance), with the decrease being due to decreased transfers and bond issuance.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information and the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner like a private-sector business.

The Statement of Net Position presents information on all the City's assets and liabilities and deferred outflow and inflow of resources, with the difference being reported as net position. Over time, increases or decreases in net position may serve as a helpful indicator of whether the City's financial position is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event which gives rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

City of Pharr Management's Discussion and Analysis

Government-Wide Financial Statements (Continued)

Government-wide financial statements distinguish functions of the City that are supported by taxes and intergovernmental revenues (governmental activities) from other operations that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The City's governmental activities include services provided to the citizens for the City's essential health, safety, welfare, and administration. Examples include police and fire protection, animal control, streets, parks, and recreation. Business-type activities of the City include the services provided to the citizens, the cost of which is recouped by user fees charged for the services. The revenues include water and wastewater services, bridge toll, emergency services, event concession, rents, and golf course fees to all residents and businesses.

The government-wide financial statements include separate component units for which the city is financially accountable: the Pharr Economic Development Corporation II (PEDC), The Greater Pharr Chamber of Commerce (Chamber), The Tax Increment Reinvestment Zone No. 1 (TIRZ No.1) and Tax Increment Reinvestment Zone No.2 (TIRZ No.2), the Pharr Housing Finance Corporation (PHFC), and the Jackson Place Apartments (JPA).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Like other state and local governments, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the City's funds are divided into four categories: governmental funds, proprietary funds, blended presented component units and discretely presented component units.

Governmental Funds

Governmental funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of resources that can be spent and on balances of resources that can be spent which are available at the end of the fiscal year. Such information may be helpful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is helpful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains three major (General, PEDC II and the Debt Service Fund) and ten nonmajor governmental funds. Information for the major funds is presented separately in the governmental fund's Balance Sheet and the governmental fund's Statement of Revenues, Expenditures, and Changes in Fund Balances. The nonmajor governmental funds are combined into a single, aggregated presentation.

City of Pharr Management's Discussion and Analysis

Governmental Funds (Continued)

Individual fund data for each of these nonmajor funds is provided by combining statements elsewhere in this report.

The City adopts an annual appropriated budget for the General, Asset Sharing, Community Development, Hotel/Motel, Parkland Dedication, Paving & Drainage, Grants, General Capital Improvement Projects, and Debt Service governmental funds. A budgetary comparison statement has been provided for those funds to demonstrate compliance with this budget.

Proprietary Funds

The City maintains two different types of proprietary funds: enterprise funds and internal service funds.

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and wastewater operations, its bridge toll, internet services, ambulances services, and golf course operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its vehicle repair activities and health insurance.

Proprietary funds provide more detailed information than government-wide financial statements. The proprietary funds financial statements offer separate data for water and wastewater operations, bridge toll, internet services ambulances services, and golf course operations. Conversely, internal service funds are combined into a single, aggregated presentation in the proprietary funds' financial statements. Individual fund data for the internal service funds are provided by combining statements elsewhere in this report.

The City adopts an annual appropriated budget for the Utility, TeamPharr.net, Pharr Emergency Medical Services, Bridge, Golf, Health Insurance, and City Garage funds. A budgetary comparison statement has been provided for those funds to demonstrate compliance with this budget.

Notes to the Financial Statements

The notes provide additional information essential to a complete understanding of the data provided in the government-wide and fund financial statements.

Other Information

The City's progress in funding its obligations to provide pension benefits to its employees can be found at the end of the notes to the financial statements.

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the result of activities comparing the budget versus actual.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information.

City of Pharr Management's Discussion and Analysis

Other Information (Continued)

The City's condensed Statement of Net Position along with last fiscal year's numbers are presented for comparison in the table located below:

	Governmental Activities		Business-Type Activities		Totals		Increase (Decrease)
	2024	2023	2024	2023	2024	2023	
Current Assets	\$ 68.16	\$ 78.41	\$ 117.28	\$ 123.30	\$ 185.43	\$ 201.71	\$ (16.28)
Capital Assets, Net	270.69	258.39	179.39	173.91	450.08	432.30	17.78
Total Assets	338.85	336.80	296.66	297.21	635.51	634.01	1.50
Deferred Outflows of Resources	5.77	13.29	1.28	2.33	7.05	15.62	(8.57)
Total assets and deferred outflows of resources	344.62	350.09	297.94	299.54	642.56	649.63	(7.07)
Current and Other Liabilities	25.63	30.62	21.24	15.66	46.87	46.28	0.59
Long-Term Liabilities	156.01	162.30	122.40	131.45	278.40	293.75	(15.35)
Total Liabilities	181.63	192.92	143.64	147.11	325.27	340.03	(14.76)
Deferred Inflows of Resources	1.10	4.82	0.25	5.73	1.34	10.55	(9.21)
Net Invested in Capital Assets	125.36	110.09	74.57	41.58	199.94	151.67	48.27
Restricted	39.13	45.12	-	-	39.13	45.12	(5.99)
Unrestricted	(2.61)	(2.86)	79.49	105.12	76.88	102.26	(25.38)
Total Net Position	161.89	152.35	154.06	146.70	315.95	299.05	16.90
Total Liabilities, deferred inflows of resources and net position	\$ 344.62	\$ 350.09	\$ 297.94	\$ 299.54	\$ 642.56	\$ 649.63	\$ (7.07)

The excess of assets/deferred outflows of resources over liabilities/deferred inflows of resources reported on the government-wide Statement of Net Position of \$315,953,544 as of September 30, 2024. The increase of \$13,353,670 is due to the increase in new capital projects to improve citizens' quality of life.

By far, the most significant portion of the City's net position reflects its Net Investment in Capital Assets (e.g., land buildings, machinery, and equipment), less any related debt used to acquire those assets that are still outstanding, which is \$125,363,887 for governmental activities and \$74,572,297 for business-type activities. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investments in its capital assets are reported in Net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City's net position, \$39,131,439, represents resources subject to external restrictions on how they may be used. Fiscal year 23-24 shows a negative unrestricted net position of \$2,606,751 mainly due to new investments, changes in net pension liability, the addition of PHFC as a blended component unit and bringing back PEDC as a blended component unit as a result of the GASB No. 61 guidelines.

City of Pharr
Management's Discussion and Analysis

Governmental Activities

The City's condensed changes in net position along with last fiscal year's numbers are presented for comparison in the table below:

	Governmental		Business-Type		Totals		Increase
	2024	2023	2024	2023	2024	2023	(Decrease)
Revenues:							
Program Revenues							
Charges for Services	\$ 9.76	\$ 7.81	\$ 45.71	\$ 53.57	\$ 55.47	\$ 61.38	\$ (5.91)
Operating Grants and Contributions	13.01	16.00	-	-	13.01	16.00	(2.99)
Capital Grants and Contributions	-	-	-	-	-	-	-
General Revenues							
Property Taxes	37.68	29.22	-	-	37.68	29.22	8.46
Sales Tax	29.83	30.08	-	-	29.83	30.08	(0.25)
Other Taxes	3.95	4.02	-	-	3.95	4.02	(0.07)
Other Revenues	11.14	2.50	4.51	5.40	15.65	7.90	7.75
Total Revenues	105.36	89.63	50.22	58.97	155.58	148.60	6.98
Expenses:							
General Government	25.65	16.70	-	-	25.65	16.70	8.95
Public safety	36.92	24.30	-	-	36.92	24.30	12.62
Highway and Streets	4.46	8.71	-	-	4.46	8.71	(4.25)
Health and Welfare	3.73	2.26	-	-	3.73	2.26	1.47
Culture and Recreation	17.62	6.59	-	-	17.62	6.59	11.03
Economic development	5.54	19.01	-	-	5.54	19.01	(13.47)
Interest on long-term debt	6.14	5.36	-	-	6.14	5.36	0.78
Utility Services	-	-	18.26	18.70	18.26	18.70	(0.44)
Pharr EMS	-	-	7.82	14.45	7.82	14.45	(6.63)
TeamPharr.net	-	-	4.81	1.24	4.81	1.24	3.57
Toll Brigle	-	-	6.42	7.54	6.42	7.54	(1.12)
Tierra del sol golf course	-	-	1.45	1.60	1.45	1.60	(0.15)
Total Expenses	100.05	82.93	38.76	43.53	138.81	126.46	12.35
Increase in net position before transfers	5.31	6.69	11.46	15.44	16.77	22.14	(5.37)
Contributions	0.24	-	-	1.70	0.24	1.70	(1.46)
Transfers	7.80	8.21	(8.02)	(8.21)	(0.22)	-	(0.22)
Change in Net Position	13.35	14.91	3.44	8.93	16.79	23.84	(7.05)
Net Position Beginning	152.36	136.67	146.65	137.22	299.01	273.89	25.12
Adjustments and Restatements	(3.81)	0.78	3.92	0.50	0.11	1.28	(1.17)
Net Position Ending	\$ 161.90	\$ 152.36	\$ 154.01	\$ 146.65	\$ 315.91	\$ 299.01	\$ 16.90

City of Pharr Management's Discussion and Analysis

Business-Type Activities

There was an increase in revenues for most Business-Type funds, however, an increase in operating expenses was also reflected. The decrease of \$8,079,717 in revenues reflected during this fiscal year is primarily comprised of EMS receivables, which are expected to be received in a later period.

Capital Assets and Debt Administration

The City of Pharr's capital assets for its governmental and business-type activities amount to \$450,079,885. This investment in capital assets includes water rights, lease assets (GASB No. 87), land, buildings and system improvements, other improvements, machinery and equipment, infrastructure, and construction in progress net of depreciation. The total increase in the City's capital assets for the current fiscal year was \$17.77 million or 5%.

	Governmental		Activities		Business-Type		Totals		Increase (Decrease)
	2024		2023		2024		2024	2023	
Lease Assets	\$	2.04	\$	3.40	\$	3.00	\$	5.05	\$ (1.60)
Subscription Assets		0.06		0.14				0.06	(0.08)
Water Rights		-		-		7.75		7.75	-
Land		27.04		22.42		6.90		33.93	4.61
Building and System Improvements		62.72		64.18		12.71		75.44	(2.22)
Other Improvements		53.97		56.07		9.29		63.25	(2.96)
Machinery and Equipment		8.04		7.81		9.16		17.20	2.85
Infrastructure		25.34		26.87		100.01		125.35	4.24
Construction in progress		91.49		77.50		30.56		122.05	12.93
Total Capital Assets	\$	270.69	\$	258.39	\$	179.39	\$	450.08	\$ 17.77

Additional information on the City's capital assets can be found in the Notes to the Financial Statements in this report under section *III-Detailed Notes on Funds and Component Units Subsection F-Capital Assets*.

Long-Term Debt Obligations

At the end of the current fiscal year, the City had a total contractually obligated long-term debt of \$250.89 million. The details of the change in debt from last fiscal year are as indicated:

	Governmental		Increase (Decrease)
	2024	2023	
Bonds	\$ -	\$ -	\$ -
Certificates of Obligation	112.23	115.54	(3.32)
Capital Equipment Loans	7.99	4.58	3.41
Notes Payable	15.54	18.94	(3.40)
Total Long-Term Debt	135.76	139.06	(3.30)
	Business-Type		
	2024	2023	Increase (Decrease)
Bonds Payable	108.60	114.15	(5.55)
Capital Equipment Loans	6.54	6.13	0.41
Total Long-Term Debt	115.14	120.28	(5.14)
Total Long-Term Debt	\$ 250.89	\$ 259.34	\$ (8.45)

City of Pharr
Management's Discussion and Analysis

Long-Term Debt (Continued)

Long-term debt for governmental activities decreased by \$3.32 million due to bonds issued for the TeamPharr.net project which was funded by the Pharr Economic Development Corporation.

Long-term debt for Business-Type activities decreased by \$5.14 million. The decrease in long-term debt is mainly due to debt repayments made during the fiscal year.

Additional information on the City's long-term debt can be found in this report's Notes to the Financial Statements under *Section III-Detailed Notes on Funds and Component Units Subsection G-Long-Term Obligations*.

Pension Liability and Other Post-Employment Benefits

The adoption of Statement No. 68 and Statement No. 75 resulted in the City's reporting of net pension and OPEB liabilities, deferred inflows, and deferred outflows of resources for each of these qualified pension and benefit plans and the recognition expense by the statement provisions.

Table 5 provides the City's key pension statistics related to the Texas Municipal Retirement System (TMRS) plan as of and for the fiscal year ended September 30, 2024:

Description	Amount
Net Pension Liability	24.03
Pension Expense	6.72
OPEB Liability	1.41
OPEB Expense	0.08

Additional information on the City's net pension liability can be found in the Notes to the Financial Statements as indicated in the table of contents of this report.

Economic Factors and Next Year's Budgets and Rates

- The launch of TeamPharr.net, and the new broadband service provided by the City continues to provide citizens with the opportunity to connect and further improve quality of life. The service will also expand by extending services the business community.
- The continuation of the new infrastructure projects related to the Bridge Expansion and other improvements inside the Port of Entry will ultimately streamline the truck/cargo inspection process, allow for better flow and maximum efficiency, and produce more crossing revenues for the City of Pharr.
- The City's proposed revenues for the 2024-2025 fiscal year are \$83,703,900, which represents an increase of approximately \$9,554,345 from the current year.

City of Pharr
Management's Discussion and Analysis

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to City of Pharr, Office of the Finance Director, P.O. Box 1729, Pharr, TX 78577.

BASIC FINANCIAL STATEMENTS

CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Primary Government		
	Governmental	Business -	Total
	Activities	Type Activities	
ASSETS			
Cash and Cash Equivalents	\$ 25,751,979	\$ 64,348,684	\$ 90,100,663
Taxes Receivable, Net	2,489,415	-	2,489,415
Accounts Receivable, Net	11,571,026	9,888,762	21,459,788
Notes Receivable, Net	1,334,713	-	1,334,713
Due from Other Funds	5,898,774	(5,988,115)	(89,341)
Due from Others	4,671,230	-	4,671,230
Inventories/Prepays	23,690	262,787	286,477
Land Available for Sale	3,353,679	-	3,353,679
Permanently Restricted:			
Restricted Asset - Cash and Cash Equivalents	11,579,969	46,947,209	58,527,178
Restricted Asset - Cash with Fiscal Agent	1,050,923	1,816,000	2,866,923
Restricted Asset - Intergovernmental Receivable	433,365	-	433,365
Capital Assets:			
Land	27,036,155	14,647,338	41,683,493
Infrastructure, Net	25,344,306	100,009,987	125,354,293
Buildings, Net	62,720,392	12,714,977	75,435,369
Improvements other than Buildings, Net	53,965,855	9,287,222	63,253,077
Machinery and Equipment, Net	8,037,354	9,162,928	17,200,282
Right-to-Use Lease Assets, Net	2,042,352	3,004,101	5,046,453
SBITA Assets, Net	58,043	-	58,043
Construction in Progress	91,488,733	30,560,142	122,048,875
Total Assets	<u>338,851,953</u>	<u>296,662,022</u>	<u>635,513,975</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Charge for Refunding	-	65,162	65,162
Deferred Outflow Related to Pension Plan	5,138,885	1,151,184	6,290,069
Deferred Outflow Related to OPEB	290,220	65,013	355,233
Deferred Resource Related to TESRS	337,083	-	337,083
Total Deferred Outflows of Resources	<u>5,766,188</u>	<u>1,281,359</u>	<u>7,047,547</u>
LIABILITIES			
Accounts Payable	7,517,069	5,649,487	13,166,556
Accrued Liabilities	1,142,107	767,608	1,909,715
Compensated Absences Payable	41,010	598,743	639,753
Due to Others	-	-	-
Accrued Interest Payable	581,678	750,826	1,332,504
Unearned Revenues	4,071,658	4,881,026	8,952,684
Escrow Accounts	1,685,760	-	1,685,760
Noncurrent Liabilities:			
Due Within One Year	10,589,805	8,591,001	19,180,806
Due in More Than One Year:			
Debt Due In More Than One Year	134,461,281	117,741,516	252,202,797
Net TMRs/TESRS Pension Liability	19,635,762	4,398,690	24,034,452
Net OPEB Liability	1,908,260	257,180	2,165,440
Total Liabilities	<u>181,634,390</u>	<u>143,636,077</u>	<u>325,270,467</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflow Related to Pension Plan	630,207	141,175	771,382
Deferred Inflow Related to OPEB	464,969	104,160	569,129
Total Deferred Inflows of Resources	<u>1,095,176</u>	<u>245,335</u>	<u>1,340,511</u>
NET POSITION			
Net Investment in Capital Assets and Lease Assets	125,363,887	74,572,297	199,936,184
Restricted:			
Restricted for Capital Outlay	1,050,923	-	1,050,923
Restricted for Debt Service	17,224,286	-	17,224,286
Restricted for Economic Development	13,923,662	-	13,923,662
Restricted for Other Purposes	6,932,568	-	6,932,568
Unrestricted	(2,606,751)	79,489,672	76,882,921
Total Net Position	<u>\$ 161,888,575</u>	<u>\$ 154,061,969</u>	<u>\$ 315,950,544</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT A-1

Component Units	
Pharr Chamber of Commerce	PHFC Jackson Apartments
\$ 237,630	\$ 233,524
-	-
-	20,389
-	-
89,341	-
-	-
-	114,937
-	-
-	2,679,318
-	-
-	-
-	1,500,000
-	-
-	22,967,270
-	-
1,611	-
-	-
-	-
-	-
328,582	27,515,438
-	-
-	-
-	-
-	-
-	-
41,375	43,767
-	71,150
-	-
-	3,842,783
-	-
-	28,643
45,546	-
-	-
1,350	801,059
-	-
4,051	29,255,166
-	-
-	-
92,322	34,042,568
-	-
-	-
-	-
-	-
-	-
-	-
-	2,679,318
236,259	-
-	-
-	(9,206,448)
\$ 236,259	\$ (6,527,130)

CITY OF PHARR, TEXAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

		Program Revenues	
	Expenses	Charges for Services	Operating Grants and Contributions
Primary Government:			
GOVERNMENTAL ACTIVITIES:			
General Government	\$ 25,654,927	\$ 2,207,871	\$ 8,411,937
Public Safety	36,915,756	1,351,501	4,043,180
Highways and Streets	4,457,757	5,532,779	555,802
Health and Welfare	3,729,898	-	-
Culture and Recreation	17,621,115	670,913	-
Economic Development	5,537,733	-	-
Interest on Debt	6,130,101	-	-
Other Debt Service	5,766	-	-
Total Governmental Activities	100,053,053	9,763,064	13,010,919
BUSINESS-TYPE ACTIVITIES:			
Utility	18,261,867	16,727,722	-
EMS	7,825,183	5,809,416	-
TeamPharr.Net	4,818,163	2,330,321	-
Toll Bridge	6,429,512	19,917,871	-
Tierra Del Sol Golf Course	1,426,948	922,517	-
Total Business-Type Activities	38,761,673	45,707,847	-
TOTAL PRIMARY GOVERNMENT	\$ 138,814,726	\$ 55,470,911	\$ 13,010,919
Component Units:			
Greater Pharr Chamber of Commerce	\$ 303,795	\$ 71,784	\$ -
PHFC Jackson Place Apartments	3,732,376	3,912,493	-
TOTAL COMPONENT UNITS	\$ 4,036,171	\$ 3,984,277	\$ -

General Revenues:

Taxes:

Property Taxes, Levied for General Purposes
Property Taxes, Levied for Debt Service
General Sales and Use Taxes
Franchise Tax
Other Taxes
Grants and Contributions
Miscellaneous Revenue
Investment Earnings
Transfers In (Out)

Total General Revenues and Transfers

Change in Net Position

Net Position - Beginning
Adjustments and Restatement
Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position				
Primary Government			Component Units	
Governmental Activities	Business-Type Activities	Total	Pharr Chamber of Commerce	PIIFC Jackson Apartments
\$ (15,035,119)	\$ -	\$ (15,035,119)	\$ -	\$ -
(31,521,075)	-	(31,521,075)	-	-
1,630,824	-	1,630,824	-	-
(3,729,898)	-	(3,729,898)	-	-
(16,950,202)	-	(16,950,202)	-	-
(5,537,733)	-	(5,537,733)	-	-
(6,130,101)	-	(6,130,101)	-	-
(5,766)	-	(5,766)	-	-
(77,279,070)	-	(77,279,070)	-	-
-	(1,534,145)	(1,534,145)	-	-
-	(2,015,767)	(2,015,767)	-	-
-	(2,487,842)	(2,487,842)	-	-
-	13,488,359	13,488,359	-	-
-	(504,431)	(504,431)	-	-
-	6,946,174	6,946,174	-	-
(77,279,070)	6,946,174	(70,332,896)	-	-
-	-	-	(232,011)	-
-	-	-	-	180,117
-	-	-	(232,011)	180,117
28,385,162	-	28,385,162	-	-
9,290,632	-	9,290,632	-	-
29,828,389	-	29,828,389	-	-
2,616,057	-	2,616,057	-	-
1,329,793	-	1,329,793	-	-
245,089	-	245,089	-	-
10,383,641	1,387,461	11,771,102	5,611	105
754,840	3,122,776	3,877,616	-	-
7,799,137	(8,017,537)	(218,400)	218,400	-
90,632,740	(3,507,300)	87,125,440	224,011	105
13,353,670	3,438,874	16,792,544	(8,000)	180,222
152,347,674	146,704,793	299,052,467	244,259	(6,707,352)
(3,812,769)	3,921,302	108,533	-	-
\$ 161,888,575	\$ 154,064,969	\$ 315,953,544	\$ 236,259	\$ (6,527,130)

CITY OF PHARR, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	General Fund	Economic Development Corp II, Inc.	Debt Service Fund
ASSETS			
Cash and Cash Equivalents	\$ (2,418,842)	\$ 5,331,215	\$ 11,929,298
Taxes Receivable	2,489,415	-	-
Accounts Receivable, Net	6,477,981	1,391,195	694,568
Notes Receivable, Net	-	1,277,424	-
Due from Other Funds	7,720,292	-	-
Due from Others	4,671,230	-	-
Prepaid Items	-	-	-
Land Available for Sale	-	3,353,679	-
Restricted Cash with Fiscal Agent	-	5,434,241	-
Restricted Asset - Cash with Fiscal Agent	1,050,923	-	-
Restricted Asset - Intergovernmental Receivable	-	-	-
Total Assets	<u>\$ 19,990,999</u>	<u>\$ 16,787,754</u>	<u>\$ 12,623,866</u>
LIABILITIES			
Accounts Payable	\$ 3,488,913	\$ 1,744,642	\$ 1,160
Accrued Liabilities	1,142,107	-	-
Due to Other Funds	121,046	202,771	-
Unearned Revenues	-	-	-
Escrow Accounts	124,802	-	-
Total Liabilities	<u>4,876,868</u>	<u>1,947,413</u>	<u>1,160</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Property Taxes	1,096,866	-	344,594
Deferred Revenue - Accounts	872,891	171,493	-
Deferred Revenue - Warrants	2,013,104	-	-
Total Deferred Inflows of Resources	<u>3,982,861</u>	<u>171,493</u>	<u>344,594</u>
FUND BALANCES			
Nonspendable Fund Balance:			
Land Available for Sale	-	3,353,679	-
Prepaid Items	-	-	-
Restricted Fund Balance:			
Public Safety	-	-	-
Tourism	-	-	-
Parkland	-	-	-
Paving and Drainage	-	-	-
Retirement of Long-Term Debt	1,050,923	4,946,174	12,278,112
Economic Development	-	6,368,995	-
Unassigned Fund Balance	10,080,347	-	-
Total Fund Balances	<u>11,131,270</u>	<u>14,668,848</u>	<u>12,278,112</u>
Total Liabilities, Deferred Inflows & Fund Balances	<u>\$ 19,990,999</u>	<u>\$ 16,787,754</u>	<u>\$ 12,623,866</u>

The notes to the financial statements are an integral part of this statement.

Other Funds		Total Governmental Funds	
\$	11,287,236	\$	26,128,907
	-		2,489,415
	3,007,282		11,571,026
	57,289		1,334,713
	177,343		7,897,635
	-		4,671,230
	10,000		10,000
	-		3,353,679
	6,145,728		11,579,969
	-		1,050,923
	433,365		433,365
<u>\$</u>	<u>21,118,243</u>	<u>\$</u>	<u>70,520,862</u>
\$	2,280,339	\$	7,515,054
	-		1,142,107
	1,670,029		1,993,846
	3,990,165		3,990,165
	1,560,958		1,685,760
<u></u>	<u>9,501,491</u>	<u></u>	<u>16,326,932</u>
	-		1,441,460
	2,245,593		3,289,977
	-		2,013,104
<u></u>	<u>2,245,593</u>	<u></u>	<u>6,744,541</u>
	-		3,353,679
	10,000		10,000
	1,173,931		1,173,931
	1,184,170		1,184,170
	145,946		145,946
	1,064,842		1,064,842
	-		18,275,209
	7,554,667		13,923,662
	(1,762,397)		8,317,950
<u></u>	<u>9,371,159</u>	<u></u>	<u>47,449,389</u>
<u>\$</u>	<u>21,118,243</u>	<u>\$</u>	<u>70,520,862</u>

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CITY OF PHARR, TEXAS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total Fund Balances - Governmental Funds	\$ 47,449,389
The City uses internal service funds to charge the costs of certain activities, such as self-insurance and printing, to appropriate functions in other governmental funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net assets. The net effect of this consolidation is to increase (decrease) net position.	(214,554)
Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. In addition, long-term liabilities, including bonds payable, are not due and payable in the current period, and, therefore are not reported as liabilities in the funds. The net effect of including the beginning balances for capital assets (net of depreciation) and long-term debt in the governmental activities is to increase (decrease) net position.	109,808,898
Current year capital outlays and long-term debt principal payments are expenditures in the fund financial statements, but they should be shown as increases in capital assets and reductions in long-term debt in the government-wide financial statements. The net effect of including the 2024 capital outlays and debt principal payments is to increase (decrease) net position.	25,149,128
Included in the noncurrent liabilities is the recognition of the City's net pension liability required by GASB Statement No. 68, a deferred resource outflow and a deferred resource inflow. This resulted in a decrease in net position.	(15,127,084)
Included in the noncurrent liabilities is the recognition of the City's net pension liability required by GASB Statement No. 75, a deferred resource outflow and a deferred resource inflow. This resulted in a decrease in net position.	(1,322,795)
The 2024 depreciation expense increases accumulated depreciation. The net effect of the current year's depreciation is to decrease net position.	(10,175,817)
Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue as revenue, eliminating interfund transactions, reclassifying the proceeds of bond sales as an increase in bonds payable, and recognizing the liabilities associated with maturing long-term debt and interest. The net effect of these reclassifications and recognitions is to increase (decrease) net position.	6,321,410
Net Position of Governmental Activities	\$ 161,888,575

The notes to the financial statements are an integral part of this statement.

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund	Economic Development Corp II, Inc.	Debt Service Fund
REVENUES:			
Taxes:			
Property Taxes	\$ 25,623,334	\$ -	\$ 9,290,632
General Sales and Use Taxes	22,371,291	7,457,098	-
Franchise Tax	2,616,057	-	-
Other Taxes	215,109	-	-
Licenses and Permits	1,714,026	-	-
Intergovernmental Revenue and Grants	82,112	-	-
Charges for Services	5,431,706	-	-
Charges for Services - Other	-	-	-
Fines	698,839	-	-
Investment Earnings	65,553	251,006	262,449
Sponsorships	-	245,088	-
Other Revenue	1,338,258	340,225	-
Total Revenues	60,156,285	8,293,417	9,553,081
EXPENDITURES:			
Current:			
General Government	18,947,427	-	-
Public Safety	31,579,167	-	-
Highways and Streets	5,556,715	-	-
Health and Welfare	3,729,898	-	-
Culture and Recreation	9,924,002	-	-
Economic Development	2,058,417	5,453,326	-
Debt Service:			
Principal on Debt	2,462,053	-	5,547,373
Interest on Debt	255,814	2,377,830	3,048,795
Other Debt Service	5,766	-	-
Total Expenditures	74,519,259	7,831,156	8,596,168
Excess (Deficiency) of Revenues Over (Under) Expenditures	(14,362,974)	462,261	956,913
OTHER FINANCING SOURCES (USES):			
Issuance of Bonds	2,446,100	-	-
Sale of Real and Personal Property	-	435,750	-
Proceeds from Right-to-Use Leases	225,076	-	-
Transfers In	16,151,500	249,346	2,120,600
Transfers Out	(9,732,201)	(2,310,500)	(3,692,601)
Other (Uses)	-	-	(7,061)
Total Other Financing Sources (Uses)	9,090,475	(1,625,404)	(1,579,062)
Net Change in Fund Balances	(5,272,499)	(1,163,143)	(622,149)
Fund Balance - October 1 (Beginning)	16,722,608	15,831,991	-
Adjustments and Restatements	(318,839)	-	12,900,261
Fund Balance - September 30 (Ending)	\$ 11,131,270	\$ 14,668,848	\$ 12,278,112

The notes to the financial statements are an integral part of this statement.

Other Funds	Total Governmental Funds
\$ 1,185,300	\$ 36,099,266
-	29,828,389
-	2,616,057
1,114,684	1,329,793
-	1,714,026
12,928,808	13,010,920
-	5,431,706
1,265,834	1,265,834
-	698,839
175,832	754,840
-	245,088
<u>18,348</u>	<u>1,696,831</u>
<u>16,688,806</u>	<u>94,691,589</u>
8,210,560	27,157,987
3,470,483	35,049,650
1,932,825	7,489,540
-	3,729,898
4,976,711	14,900,713
-	7,511,743
1,462,708	9,472,134
113,769	5,796,208
-	<u>5,766</u>
<u>20,167,056</u>	<u>111,113,639</u>
<u>(3,478,250)</u>	<u>(16,422,050)</u>
-	2,446,100
-	435,750
-	225,076
6,658,132	25,179,578
(1,645,500)	(17,380,802)
-	<u>(7,061)</u>
<u>5,012,632</u>	<u>10,898,641</u>
1,534,382	(5,523,409)
20,737,038	53,291,637
(12,900,261)	(318,839)
<u>\$ 9,371,159</u>	<u>\$ 47,449,389</u>

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CITY OF PHARR, TEXAS
 RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES,
 AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

Total Net Change in Fund Balances - Governmental Funds	\$ (5,523,409)
The city uses some internal service funds to charge the costs of certain activities primarily to the governmental funds. The net income (loss) of these internal service funds are reported with governmental activities. The net effect of this consolidation is to increase (decrease) the change in net position.	(445,782)
Current year capital outlays and long-term debt principal payments are expenditures in the fund financial statements, but they should be shown as increases in capital assets and reductions in long-term debt in the government-wide financial statements. The net effect of removing the 2024 capital outlays and debt principal payments is to increase (decrease) the change in net position.	28,643,058
GASB 68 requires certain plan expenditures to be de-expended and recorded as deferred resource outflows. These contributions made after the measurement date of the plan caused the change in ending net position. Contributions made before the measurement date and during the previous fiscal year were expended and recorded as as reduction in net pension liability. Finally, the proportionate share of pension expense on the plan as a whole has to be recorded.	(1,693,153)
GASB 75 requires certain plan expenditures to be de-expended and recorded as deferred resource outflows. These contributions made after the measurement date of the plan caused the change in ending net position. Contributions made before the measurement date and during the previous fiscal year were expended and recorded as as reduction in net pension liability. Finally, the proportionate share of pension expense on the plan as a whole has to be recorded.	(29,261)
Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease the change in net position.	(10,175,817)
Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue as revenue, adjusting current year revenue to show the revenue earned from the current year's tax levy, eliminating interfund transactions, reclassifying the proceeds of bond sales, and recognizing the liabilities associated with maturing long-term debt and interest. The net effect of these reclassifications and recognitions is to increase (decrease) the change in net position.	2,578,034
Change in Net Position of Governmental Activities	\$ 13,353,670

The notes to the financial statements are an integral part of this statement.

CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2024

	Business-Type Activities	
	Utility	EMS
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 1,800,132	\$ 96,006
Restricted Assets - Current:		
Restricted Cash	46,947,209	-
Restricted Cash with Fiscal Agent	166,000	-
Accounts Receivable, Net	2,350,827	2,614,183
Inventories	104,359	52,705
Total Current Assets	<u>51,368,527</u>	<u>2,762,894</u>
Noncurrent Assets:		
Capital Assets:		
Land	12,043,127	785,224
Infrastructure, Net	80,248,773	-
Buildings, Net	7,473,322	1,967,720
Improvements other than Buildings, Net	7,837,631	40,899
Machinery and Equipment, Net	2,759,255	4,410,971
Right-to-Use Lease Assets, Net	96,151	2,832,661
Construction in Progress	8,791,268	-
Total Noncurrent Assets	<u>119,249,527</u>	<u>10,037,475</u>
Total Assets	<u>170,618,054</u>	<u>12,800,369</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Charge for Refunding	65,162	-
Deferred Outflow Related to Pension Plan	407,193	510,927
Deferred Outflow Related to OPEB	22,996	28,855
Total Deferred Outflows of Resources	<u>495,351</u>	<u>539,782</u>

The notes to the financial statements are an integral part of this statement.

- Enterprise Funds				Governmental Activities
TeamPharr.Net	Toll Bridge	Tierra Del Sol Golf Course	Total Enterprise Funds	Total Internal Service Funds
\$ 52,307	\$ 62,350,227	\$ 50,012	\$ 64,348,684	\$ (376,928)
-	-	-	46,947,209	-
-	1,650,000	-	1,816,000	-
3,986,107	925,399	12,246	9,888,762	-
-	85,303	20,420	262,787	13,690
4,038,414	65,010,929	82,678	123,263,442	(363,238)
-	819,645	999,342	14,647,338	-
-	19,761,214	-	100,009,987	-
-	3,037,013	236,922	12,714,977	278,217
-	252,220	1,156,472	9,287,222	-
32,337	1,811,438	148,927	9,162,928	-
-	3,803	71,486	3,004,101	-
-	21,768,874	-	30,560,142	-
32,337	47,454,207	2,613,149	179,386,695	278,217
4,070,751	112,465,136	2,695,827	302,650,137	(85,021)
-	-	-	65,162	-
-	153,626	79,438	1,151,184	-
-	8,676	4,486	65,013	-
-	162,302	83,924	1,281,359	-

CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2024

	Business-Type Activities	
	Utility	EMS
LIABILITIES		
Current Liabilities:		
Accounts Payable	656,550	177,608
Compensated Absences Payable	404,050	91,224
Due to Other Funds	3,872,354	337,305
Accrued Interest Payable	162,182	-
Unearned Revenues	3,194,174	220
Debt Due Within One Year	5,303,183	380,329
Other Current Liabilities	767,608	-
Total Current Liabilities	<u>14,360,101</u>	<u>986,686</u>
Noncurrent Liabilities:		
Debt Due In More Than One Year	48,942,455	2,614,336
Net Pension Liability	1,555,892	1,952,259
Net OPEB Liability	90,969	114,143
Total Noncurrent Liabilities	<u>50,589,316</u>	<u>4,680,738</u>
Total Liabilities	<u>64,949,417</u>	<u>5,667,424</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred Inflow Related to Pension Plan	49,936	62,657
Deferred Inflow Related to OPEB	36,843	46,229
Total Deferred Inflows of Resources	<u>86,779</u>	<u>108,886</u>
NET POSITION		
Net Investment in Capital Assets and Lease Assets	65,069,054	7,042,810
Unrestricted	41,008,155	521,031
Total Net Position	<u>\$ 106,077,209</u>	<u>\$ 7,563,841</u>

The notes to the financial statements are an integral part of this statement.

- Enterprise Funds			Governmental Activities	
TeamPharr.Net	Toll Bridge	Tierra Del Sol Golf Course	Total Enterprise Funds	Total Internal Service Funds
300,316	4,502,458	12,555	5,649,487	2,015
3,050	76,821	23,598	598,743	41,010
1,694,856	55,863	27,737	5,988,115	5,015
-	588,644	-	750,826	-
-	1,634,605	52,027	4,881,026	81,493
-	2,755,483	152,006	8,591,001	-
-	-	-	767,608	-
1,998,222	9,613,874	267,923	27,226,806	129,533
-	66,151,678	33,047	117,741,516	-
-	587,006	303,533	4,398,690	-
-	34,321	17,747	257,180	-
-	66,773,005	354,327	122,397,386	-
1,998,222	76,386,879	622,250	149,624,192	129,533
-	18,840	9,742	141,175	-
-	13,900	7,188	104,160	-
-	32,740	16,930	245,335	-
32,337	-	2,428,096	74,572,297	278,217
2,040,192	36,207,819	(287,525)	79,489,672	(492,771)
\$ 2,072,529	\$ 36,207,819	\$ 2,140,571	\$ 154,061,969	\$ (214,554)

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-Type Activities	
	Utility	EMS
OPERATING REVENUES:		
Garage Repairs	\$ -	\$ -
Claims	-	-
Water Sales	9,220,733	-
Sewer Sales	7,232,219	-
Tap Fees	274,771	-
Toll Fees	-	-
Golf Services	-	-
Internet Services	-	-
EMS	-	5,809,416
Lease Revenue	-	-
Other Revenue	319,907	580,967
Total Operating Revenues	17,047,630	6,390,383
OPERATING EXPENSES:		
Personnel Services	3,998,614	5,050,687
Contractual Services	4,695,813	1,397,125
Supplies	2,624,377	258,102
Depreciation	6,540,723	1,262,121
Self-Insurance Claims	-	-
Total Operating Expenses	17,859,527	7,968,035
Operating Income (Loss)	(811,897)	(1,577,652)
NONOPERATING REVENUES (EXPENSES):		
Investment Earnings	156,217	4,962
Interest Expense - Nonoperating	(580,107)	(285)
Pension/OPEB Income	177,767	143,137
Total Nonoperating Revenue (Expenses)	(246,123)	147,814
Income (Loss) Before Transfers	(1,058,020)	(1,429,838)
Nonoperating Transfers In	1,784,000	1,204,404
Transfers Out	-	-
Change in Net Position	725,980	(225,434)
Total Net Position - October 1 (Beginning)	105,661,979	3,617,543
Adjustments and Restatements	(310,750)	4,171,732
Total Net Position - September 30 (Ending)	\$ 106,077,209	\$ 7,563,841

The notes to the financial statements are an integral part of this statement.

- Enterprise Funds				Governmental Activities
TeamPharr.Net	Toll Bridge	Tierra Del Sol Golf Course	Total Enterprise Funds	Total Internal Service Funds
\$ -	\$ -	\$ -	\$ -	\$ 1,100,664
-	-	-	-	6,385,478
-	-	-	9,220,733	-
-	-	-	7,232,219	-
-	-	-	274,771	-
-	19,917,872	-	19,917,872	-
-	-	922,517	922,517	-
2,330,322	-	-	2,330,322	-
-	-	-	5,809,416	-
-	277,523	-	277,523	-
-	168,738	40,323	1,109,935	-
<u>2,330,322</u>	<u>20,364,133</u>	<u>962,840</u>	<u>47,095,308</u>	<u>7,486,142</u>
957,956	1,354,785	786,043	12,148,085	230,645
3,749,577	1,804,563	197,073	11,844,151	790,488
103,737	228,313	178,245	3,392,774	-
6,893	868,211	329,905	9,007,853	14,467
-	-	-	-	6,896,686
<u>4,818,163</u>	<u>4,255,872</u>	<u>1,491,266</u>	<u>36,392,863</u>	<u>7,932,286</u>
<u>(2,487,841)</u>	<u>16,108,261</u>	<u>(528,426)</u>	<u>10,702,445</u>	<u>(446,144)</u>
459	2,959,710	1,428	3,122,776	-
-	(2,240,063)	(2,139)	(2,822,594)	-
-	66,423	66,457	453,784	-
<u>459</u>	<u>786,070</u>	<u>65,746</u>	<u>753,966</u>	<u>-</u>
<u>(2,487,382)</u>	<u>16,894,331</u>	<u>(462,680)</u>	<u>11,456,411</u>	<u>(446,144)</u>
799,205	13,797,902	452,154	18,037,665	362
-	(26,055,202)	-	(26,055,202)	-
<u>(1,688,177)</u>	<u>4,637,031</u>	<u>(10,526)</u>	<u>3,438,874</u>	<u>(445,782)</u>
3,760,706	31,573,788	2,090,777	146,704,793	231,228
-	-	60,320	3,921,302	-
<u>\$ 2,072,529</u>	<u>\$ 36,210,819</u>	<u>\$ 2,140,571</u>	<u>\$ 154,064,969</u>	<u>\$ (214,554)</u>

CITY OF PHARR, TEXAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-Type Activities	
	Utility	EMS
<u>Cash Flows from Operating Activities:</u>		
Cash Received from User Charges	\$ 17,047,630	\$ 6,390,383
Cash Payments to Employees for Services	(4,381,387)	(5,196,798)
Cash Payments for Insurance Claims	-	-
Cash Payments for Other Operating Expenses	(6,889,710)	(2,084,444)
Net Cash Provided by (Used for) Operating Activities	<u>5,776,533</u>	<u>(890,859)</u>
<u>Cash Flows from Non-Capital Financing Activities:</u>		
Operating Transfer In	1,784,000	1,204,404
Operating Transfer Out	-	-
Net Cash Provided by (Used for) Non-Capital Financing Activities	<u>1,784,000</u>	<u>1,204,404</u>
<u>Cash Flows from Capital and Related Financing Activities:</u>		
Acquisition of Capital Assets	(1,786,345)	(4,172,917)
Principal and Interest Paid on Long-Term Debt	(4,742,107)	(364,453)
Net Cash Provided by (Used for) Capital and Related Financing Activities	<u>(6,528,452)</u>	<u>(4,537,370)</u>
<u>Cash Flows from Investing Activities:</u>		
Interest and Dividends on Investments	156,217	4,962
Other	177,767	143,137
Net Cash Provided by Investing Activities	<u>333,984</u>	<u>148,099</u>
Net Increase (Decrease) in Cash and Cash Equivalents	1,376,065	(4,075,726)
Cash and Cash Equivalents at Beginning of Year	47,858,026	-
Adjustments and Restatements	(310,750)	4,171,732
Cash and Cash Equivalents at End of Year	<u>\$ 48,923,341</u>	<u>\$ 96,006</u>
<u>Reconciliation of Operating Income (Loss) to Net Cash</u>		
<u>Provided by (Used for) Operating Activities:</u>		
Operating Income (Loss)	\$ (811,897)	\$ (1,577,652)
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used For) Operating Activities:		
Depreciation	6,540,723	1,262,121
Effect of Increases and Decreases in Current Assets and Liabilities:		
Decrease (Increase) in Receivables	1,329,545	(126,247)
Decrease (Increase) in Inventories	(104,359)	(52,702)
Decrease (Increase) in Pension/OPEB Outflows	399,340	414,130
Increase (Decrease) in Accounts Payable	(506,536)	11,402
Increase (Decrease) in Payroll Deductions	(782,113)	(560,241)
Increase (Decrease) in Interfund Payables	(278,170)	(261,670)
Net Cash Provided by (Used for) Operating Activities	<u>\$ 5,786,533</u>	<u>\$ (890,859)</u>

The notes to the financial statements are an integral part of this statement.

				Governmental Activities -
TeamPharr.Net	Toll Bridge	Tierra Del Sol Golf Course	Total Enterprise Funds	Total Internal Service Funds
\$ 2,330,322	\$ 20,364,133	\$ 962,840	\$ 47,095,308	\$ 7,486,142
(957,956)	(1,429,489)	(856,342)	(12,821,972)	-
-	-	-	-	(6,920,450)
(2,131,462)	2,449,845	(377,112)	(9,032,883)	(1,001,337)
(759,096)	21,384,489	(270,614)	25,240,453	(435,645)
799,205	13,797,902	452,154	18,037,665	362
-	(26,055,202)	-	(26,055,202)	-
799,205	(12,257,300)	452,154	(8,017,537)	362
-	(8,012,052)	(273,857)	(14,245,171)	-
-	(3,635,063)	(127,018)	(8,868,641)	-
-	(11,647,115)	(400,875)	(23,113,812)	-
459	2,959,710	1,428	3,122,776	-
-	66,423	-	387,327	-
459	3,026,133	1,428	3,510,103	-
40,568	506,207	(217,907)	(2,370,793)	(435,283)
11,739	63,494,020	141,141	111,504,926	58,355
-	-	60,320	3,921,302	-
\$ 52,307	\$ 64,000,227	\$ (16,446)	\$ 113,055,435	\$ (376,928)
\$ (2,487,841)	\$ 16,108,261	\$ (528,426)	\$ 10,702,445	\$ (446,144)
6,893	868,211	329,905	9,007,853	14,467
(54,748)	737,040	2,117	1,887,707	(23,764)
-	(85,303)	-	(242,364)	27,711
-	140,996	89,865	1,044,331	-
265,348	3,785,819	(29,625)	3,526,408	(7,915)
-	(215,700)	(160,164)	(1,718,218)	-
1,511,252	45,165	25,714	1,042,291	-
\$ (759,096)	\$ 21,384,489	\$ (270,614)	\$ 25,250,453	\$ (435,645)

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NOTES TO THE FINANCIAL STATEMENTS

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City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General Statement

The City of Pharr, Texas (City) was founded in 1909 and was incorporated as a general law city on February 22, 1916. The City Charter was approved via election and adopted with an effective date of December 1, 1949. The charter established a City Manager form of government. The municipal government provided by the Charter of the City of Pharr, Texas shall be known as the Board of Commissioners. The Board of Commissioners shall consist of a Mayor and six (6) Commissioners, and which shall enact local legislation, adopt budgets, determine policies, and appoint the City Manager, who is held responsible to the Board of Commissioners for the execution of the laws and the administration of the government of the City.

The general governmental functions include law enforcement, fire, and other public safety activities, streets, sanitation, public improvements, public charities, parks and recreation, library services, zoning, and general administrative services. Enterprise funds are used to account for the operations of its utility, EMS, teampharr.net, bridge, and golf operations.

The accounting and reporting policies of the City relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United State of America applicable to state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental Units and by the Financial Accounting Standards Board (FASB), when applicable.

B. Financial Reporting Entity

The City's financial reporting entity comprises the following:

Primary Government: City of Pharr, Texas

The City's basic financial statements include the accounts of all City operations. The criteria for including organizations as component units with the City's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The city holds the corporate powers of the organization.
- The city appoints a voting majority of the organization's board.
- The city can impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the City.
- There is fiscal dependency by the organization on the city.

Blended Component Unit

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is substantially the same as the City Commission and (1) there is a financial benefit or burden between the primary government and the component unit (2) city management holds power on the organization.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Financial Reporting Entity (continued)

The city has four blended component units, Tax Increment Reinvestment Zone No. 1, Tax Increment Reinvestment Zone No. 2, Information, and Pharr Economic Development Corporation II, Inc, Pharr Housing Finance Corporation.

Tax Increment Reinvestment Zone No. 1-On March 2012, the City Commissioners created the Tax Increment Reinvestment Zone No. 1 (TIRZ No. 1). TIRZ is a separate entity with its own EIN; the entity has a total of four (4) board members, for which three (3) of them are part of the city's board of commissioners. TIRZ #1 board serves as an advisory board; any projects or changes in the entity will have to be approved by the city's commission to be executed. TIRZ#1 has no active employees, so all administrative documentation is done by the city's staff and approved by city management.

TIRZ No. 1 was established to provide a financing mechanism to facilitate a high-quality development in the Pharr area, created by ordinance No. O-2011-46 in September 2011, TIRZ No. 1 is set to expire on January 1, 2051, or when all project costs are paid and all debt is retired, whichever comes first. Separate financial statements issued by TIRZ No. 1 can be obtained by request at the following address: TIRZ No. 1 P.O. Box 1729 Pharr, TX 78577. The city contributes 60% of the agreed contributions every year; payments and disbursements need to be approved by the city manager.

Tax Increment Reinvestment Zone No. 2-On February 2015, the City Commissioners created the Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2). TIRZ is a separate entity with its own EIN. The entity, just like TIRZ # 1, has a total of four (4) members, of which three (3) of them are part of the city's board commissioners. The board is only an advisory board. Any changes on the entity will need to be approved by the city commission, and all documentation is prepared by city staff and approved by the city manager.

TIRZ No. 2 was established to provide a financing mechanism to facilitate a high-quality development in the Pharr area, created by ordinance No. O-2015-52 in November 2015 TIRZ No. 2 is set to expire on January 1, 2035, or the date when all project costs are paid and all debt is retired, whichever comes first. Separate financial statements issued by TIRZ No. 2 can be obtained by request at the following address: TIRZ No. 2 P.O. Box 1729 Pharr, TX 78577. The city contributes 60% of the agreed contributions every year. Also, payments and disbursements need to be approved by the city manager.

Pharr Economic Development Corporation II, Inc. – (PEDC) is a nonprofit development corporation organized for the purpose of promoting the general economic welfare of the city. The component unit may offer incentives to local businesses for the enhancement of the community. While PEDC does not provide services directly to the city, all activities benefit the economic growth bringing more funding and economic resources to the city.

Sales taxes are collected under Section 4B of the Development Corporation Act of 1979 for these purposes. Voted by the citizens of Pharr on November 4, 2008, and ratified by the City Commission on November 10, 2008, via ordinance O-2008-49, the PEDC 4a was dissolved, and the PEDC was authorized to receive the sales tax revenue, which is its main revenue source. PEDC is consider a blended component unit due to its relationship with the primary government, PEDC board members can not add or remove a board member without city commission approval, also, all policies and program administration shall be submitted for city commission approval and PEDC board shall administer said programs accordingly. Recently PEDC and the city joined forces to increase the quality of life of the Pharr citizens by investing in broadband infrastructure,

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Financial Reporting Entity- (continued)

PEDC is funding the project while the city manages the construction and services. Separate financial statements issued by the PEDC can be obtained by request at the following address: PEDC- 1215 South Cage Blvd. Pharr, TX 78577.

Pharr Housing Finance Corporation- On November 2015, the entity was created to carry out the purposes of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, which is to provide financially residential ownership and development to provide decent, safe, and sanitary housing for residents of the City of Pharr, Texas at prices they can afford. The Board of Directors is composed in its entirety of people who are members of the governing body of the city and whose terms of office shall be fixed by and run conterminously with their respective terms of office on such governing body of the city.

Discretely Presented Component Units

The component unit column in the government-wide financial statements includes the financial data of the city's component unit. The unit is reported in a separate column to emphasize that they are legally separate from the city but are included because the primary government is financially accountable and can impose its will on the organization. This component unit subscribes to the accounting policies and procedures of the primary government.

The Greater Pharr Chamber of Commerce is a nonprofit corporation created on April 16, 2018, to create an environment in which Pharr businesses can succeed and thrive and promote economic development by creating and promoting community events to increase tourism in tourism the City of Pharr, Texas. The Chamber has a different Primary government management is responsible for overseeing and approving financial operations and decisions concerning the organization. Separate financial statements issued by the Chamber of Commerce can be obtained by request at 1215 South Cage Blvd, Pharr, Texas 78577.

PHFC Jackson Place Apartments- The entity was created with the purpose of providing moderate-income citizens with affordable housing. The apartments started operations in June 2017. All revenues generated by the Jackson Place Apartments will be used to repay the construction loan from CTL Capital LLC. The city entered on an agreement with home springs a management company and gave them authority to manage the entity. PHFC Jackson Place Apartments is considered a Discrete Component Unit based on the criteria established by GASB Statement No. 61.

C. Government-Wide and Fund Financial Statements

The government-wide financial statements include a statement of net position and a statement of activities. These statements report information on all the non-fiduciary financial information for the City and its component units. The primary government and component units are presented separately within the financial statements with a focus on the primary government. Eliminations have been made to minimize the double-counting of internal activities. Individual funds are not displayed but the statements distinguish governmental activities (generally supported by taxes and City general revenue) from business-type activities (generally financed in whole or in part with fees charged to external customers). The effect of interfund activity, within the governmental and business-type activities columns, has been removed from these statements.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Government-Wide and Fund Financial Statements. (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or program. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given program and 2) operating or capital grants and contributions that are restricted to meeting the operations or capital requirements of a program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The fund financial statements provide reports on the financial condition and results of operations about the City's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP).

The government-wide statements and fund financial statements for proprietary funds are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included in the statement of net position and the operating statements present increase (revenues) and decrease (expenses) in net total assets. Under the accrual basis of accounting, revenues are recognized when earned, including unbilled water and sewer services which are accrued. Expenses are recognized at the time the liability is incurred. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

The revenues susceptible to accrual are franchise fees, licenses, charges for service, and intergovernmental revenues. Sales taxes collected and held by the state at year-end on behalf of the government are also recognized as revenue. All other governmental fund revenues are recognized when received.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Fund Types and Major Funds

Governmental Funds

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

The City reports the following major governmental funds:

- *General Fund* – reports the primary fund of the City. This fund is used to account for all financial resources not reported in other funds.
- *PEDC Fund* – is a nonprofit industrial development corporation organized for the purpose of promoting, assisting, and enhancing economic development activities for the City.
- *Debt Service Fund* – the City accounts for resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds in a debt service fund.

Proprietary Funds

The City reports the following major enterprise funds:

- *Utility Fund* – accounts for the provision of water and sewer services to the residents of the city.
- *Pharr EMS* – accounts for the operations of the emergency medical service provided by the city.
- *TeamPharr.net* – accounts for the operations of the internet service provided by the city.
- *Bridge Fund* – accounts for the operating function of the City's international bridge with Mexico.
- *Golf Fund* – accounts for the operating function of the golf course including golf event hall, greens, pro-shop, and concessions.

Other Fund Types

Additionally, the City reports internal service funds which are used to account for the financing of goods or services provided by one department to other departments within the City on a cost-reimbursement basis. These services include fleet management and health insurance. These are proprietary funds that are reported with governmental activities in the government-wide financial statements because most of the activity is for governmental activities. Direct expenses are not eliminated from the various functional categories, whereas indirect expenses are. Reimbursements are treated as a reduction of expenses.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Assets, Deferred Outflow of Resources, Liabilities, Deferred Inflow of Resources and Net Position or Equity

1. Cash and Investments

All cash collections are pooled into common pooled accounts to maximize investment opportunities. Each fund whose monies are deposited in the pooled cash accounts has equity therein, and interest earned on the investment of these monies is allocated based upon relative equity at month-end. An individual fund's pooled cash is available upon demand and are "cash equivalents" when preparing these financial statements. All investments are recorded at fair value based on quoted market prices. Fair value is the amount at which a financial instrument can be exchanged in a current transaction between willing parties.

2. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 31 of each year, a tax line attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period.

Taxable property includes real property and certain personal property situated in the City. Certain properties of religious, educational, and charitable organizations, including the federal government and the State of Texas, are exempt from taxation. Additionally, there are other exemptions in arriving at the total assessed valuation of taxable property.

The valuations are subject to County-wide revaluation every three years. The effective tax rate is based upon the previous year's total assessed valuation.

Allowances for uncollectible tax receivables within the General and Debt Service funds are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and included as part of the allowance for uncollectible; except for tax receivables over 20 years, the City is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. The city does not write off tax receivable greater than 20 years.

3. Inventories

The inventories are recorded at cost and are accounted for by the consumption method. Inventories are reflected as no spendable fund balance.

4. Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported in the governmental-wide financial statements as "internal balances."

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Assets, Deferred Outflow of Resources, Liabilities, Deferred Inflow of Resources and Net Position or Equity (Continued)

All trade and property tax receivables are shown net of an allowance for uncollectible. The three main receivables that contain allowances are property taxes, utility accounts, and warrants. For these categories, the allowance was based on historical collection rates, the allowances are 2% for property taxes as well as for utility accounts, and 20% for warrants. As of February 2017, the city recommended doing 100% allowance for warrants older than 10 years.

5. Transactions between Funds

Legally authorized transfers are treated as inter-fund transfers and are included in the results of operations of both Governmental and Proprietary Funds.

6. Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at historical cost or estimated historical cost if actual historical is not available. Donated assets or donated works of art are valued at their acquisition value on the donated date. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Interest has not been capitalized during the construction period on property, plant, and equipment.

Assets capitalized have an original cost of \$5,000 or more and over three years of useful life. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Buildings	50 Years
Infrastructure	30 Years
Improvements	20 Years
Water and Sewer System	30-50 Years
Machinery and Equipment	3-15 Years

Right-to-use lease assets and SBITA assets are depreciated/amortized using the straight line method over the term of the respective agreements.

7. Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of unpaid, accumulated annual, and sick leave balances. The City's policy allows employees to accumulate unused sick leave and vacation leave based on the number of years of full-time employment with the City in accordance with the following chart:

Years of Employment	Pro-Rata Accrual Rate per Month
0-19 Years	10 hours (15 days per year)
20 & Over	13.33 hours (20 days per year)

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Assets, Deferred Outflow of Resources, Liabilities, Deferred Inflow of Resources and Net Position or Equity-
(continued)

Nonexempt employees may accumulate no more than a maximum of two years allotment of vacation leave as set above, except for civil service nonexempt employees, which can accumulate more than the maximum. Sick leave may be accrued but will not be paid out to employees that leave before retirement.

8. Long-Term Obligations

In the government-wide, proprietary, and component unit financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method as the amount is immaterial against the effective interest method. Gain or loss on refunding are not netted against the liability but recorded in as deferred outflow/inflow of resources. Issuance cost is recorded as an expense for the period incurred and is no longer amortized over the life of the bond after implementing GASB Statement No. 65 and Statement No. 63. In the fund financial statements, long-term liabilities are not recorded in the governmental funds as the payment of the obligations will not be made by current financial resources. The governmental fund financial statements recognize the proceeds of debt as other financing resources.

9. Restricted Assets

The proceeds and required reserves of debt issuances are recorded as restricted assets as they are restricted for debt service and/or capital projects, payments, and/or purchases.

10. Net Position / Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available or are legally restricted by outside parties for use for a specific purpose.

11. Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires the use of estimates by management. All estimates are made utilizing a conservative philosophy for both revenues and expenditures.

12. General Fund's Fund Balance Policy

GASB No. 54 establishes a hierarchy for fund balance classifications and the constraints imposed on the uses of those resources; it also provides for two major types of fund balances which are non-spendable and spendable.

Non-spendable fund balances are balances that cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact. Examples of this classification are prepaid items, inventories, non-current advances to other funds that are not expected to be collected in the next fiscal year, and the principal (corpus) of an endowment fund. The city has inventories that are considered non-spendable. The City does not have any material prepaid items or non-spendable funds related to an endowment.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Assets, Deferred Outflow of Resources, Liabilities, Deferred Inflow of Resources and Net Position or Equity-
(Continued)

In addition to non-spendable fund balance, GASB 54 has provided a hierarchy of spendable fund balances, based on a hierarchy of spending constraints.

-Restricted: Fund balances that are constrained by external parties, constitutional provisions, or enabling legislation. All the City's restricted funds are from Special Revenue Funds, whose funds are revenues legally restricted to expenditures for a particular purpose.

-Committed: Fund balances that contain self-imposed constraints of the government from its highest level of decision-making authority. The responsibility to commit funds rests with the elected City Commissioners and Mayor through an approved resolution. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action.

-Assigned: Fund balances that contain self-imposed constraints of the government to be used for a purpose. The responsibility to assign funds rests with the City Manager.

-Unassigned: Fund balance of the general fund that is not constrained for any purpose. This is also where negative amounts from the other categories of fund balance are recognized.

When an expense is incurred for purposes for which both restricted and unrestricted net positions are available, the City typically first applies restricted resources, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to having been spent first out of committed, the assigned, then unassigned funds.

13. Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas Municipal Retirement System (TMRS) and the Texas Emergency Services Retirement System (TESRS) and additions to/deductions from TMRS's and TESRS's fiduciary net position have been determined on the same basis as they are reported by TMRS and TESRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14. Other Postemployment Benefits

The City participates in a defined benefit group-term life insurance plan administered by TMRS known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. Benefit payments are treated as being equal to the employer's yearly contributions for retirees. Benefit payments and refunds are due and payable in accordance with the benefit terms. Information about the City's total OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense is provided by TMRS from reports prepared by their consulting actuary.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

F. Assets, Deferred Outflow of Resources, Liabilities, Deferred Inflow of Resources and Net Position or Equity-
(Continued)

15. Leases

Leases are defined by GASB No. 87 as a contract that conveys control of the right to use another entity's non-financial assets as specified in the contract for a period in an exchange or exchange-like transaction.

- City as Lessor

The city should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term.

- City as a lessee

The city recognizes lease liability and an intangible right-to-use lease asset at the beginning of a lease. In general, the lease liability and the right-to-use lease assets are measured based on the present value of the expected payments during the term of the lease.

16. Subscription-Based Information Technology Arrangements (SBITA)

The City implemented GASB 96 for reporting subscription-based information technology arrangements (SBITAs) during this reporting period. A SBITA is defined as a contract that conveys control over another entity's IT software as specified in the contract for a period of time in an exchange or exchange-like transaction. To be accounted for as a SBITA, it must meet the definition of a "long-term" SBITA provided in GASB 96. The right-to-use SBITA liability is reported in the government-wide statements. The SBITA liability is calculated as the present value of the reasonably certain expected payments made over the term of the contract and the interest included in the SBITA payments is recorded as an expense.

17. Change in Accounting Principle

GASB Statement No. 100, *Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62*, was adopted effective July 1, 2023. The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Data

1. Budget Policy and Practice

The City follows the procedures outlined below in establishing budgetary data reflected in the financial statements:

Annual budgets are legally adopted for all City funds with revenue and expense/expenditure activity. The City Charter states that between sixty (60) and ninety (90) days prior to the end of the fiscal year, the City Manager is required to submit to the Board of Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes the proposed expenditures/expenses and the proposed method to finance them.

Dates for public hearings, the purpose of which is to obtain taxpayers' comments, are set by the Board of Commissioners at the time the budget is submitted to that body. The Board of Commissioners may add to, subtract from, or change appropriations, but may not change the form of the proposed budget.

Any changes must be within the revenue and reserves estimated as available by the City Manager. Prior to September 25 of each year, the budget is legally enacted through the passage of an ordinance.

The appropriate budget is prepared by fund, function, and department. The City's department heads may make transfers of appropriations between/within a department in the same fund with the City Manager's approval. Transfers of appropriations between funds require the approval of the Board of Commissioners. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

At any time during the fiscal year, the City Manager can reallocate expenditures within a fund without the approval of the Board of Commissioners. However, any revisions to the budget which increase the total budgeted expenditures/expenses within any fund must be approved by the Board of Commissioners.

B. Excess of General Fund Expenditures over Appropriations

During the year ended September 30, 2024, expenditures exceeded appropriations as follows:

Department	Expenditures Over Appropriations
Highway and Streets	\$ (38,015)
Health and Welfare	(3,170,798)
Culture and Recreation	(269,002)
Economic Development	(1,063,417)
Debt Service	
Principal on Debt	(1,494,553)
Interest on Debt	(134,014)
	(5,766)

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (Continued)

C. Budget Basis of Accounting

The city prepares its annual budget on a basis (budget basis, which slightly differs from generally accepted accounting principles (GAAP Basis). The budget and all transactions are presented in accordance with the City's method (budget basis) in the Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund to provide a meaningful comparison of actual results with the budget. The major differences between budget and GAAP basis are debt service transactions, capital outlay purchases, and the recording of bond/loan proceeds.

D. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

Violation
None

Action Taken
Not applicable

E. Deficit Fund Equity/Net Position

At September 30, 2024, the following Funds had deficit fund balances: Grants fund had a deficit fund balance of (\$9,596), Covid Relief Fund had a deficit fund balance of (\$223,857), General Capital Improvements Fund had a deficit fund balance of (\$630,898), Pharr Housing Finance Corp Fund had a deficit fund balance of (\$888,046), and the Health Insurance Fund had a deficit fund balance of (\$613,964). The discretely presented component unit PHFC- Jackson Place Apartments shows a deficit in net position of (\$6,527,130).

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS

A. Deposits and Investments

1. Deposits

The city's funds are required to be deposited and invested under the terms of a depository contract and investment policy pursuant to state statute. The depository bank deposits for safekeeping and trust with its agent approved pledged securities authorized by Chapter 2257 Collateral for Public Funds of the Government Code in an amount enough to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

At September 30, 2024 the carrying amount of the City's deposits (cash, certificates of deposit, and interest-bearing savings accounts included in temporary investments) was \$151,494,764 and the bank balance was \$153,710,702. The City's cash deposits at September 30, 2024 and during the period ended September 30, 2024, were entirely covered by FDIC insurance or by pledged collateral held by the City's agent bank in the City's name.

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City has a policy of maintaining contact with the trust department of its depository agency to eliminate all custodial credit risk. As of September 30, 2024, the City's bank balance was not exposed to custodial credit risk and was over-insured and over-collateralized.

In addition, the following is disclosed regarding coverage of combined balances on the date of the highest deposit:

- a. Depository: LSNB and Texas Regional Bank
- b. The market value of securities pledged as of the date of the highest combined balance on deposit was \$117,821,913.
- c. The highest combined balances of cash accounts amounted to \$126,000,156 and occurred during October 2023.
- d. The total amount of FDIC coverage at the time of the largest combined balance was \$250,000 during September 2024.

Restricted cash is defined as the cash balances restricted by the funder for a specific purpose. Total restricted cash at the end of September 30, 2024, amounted to \$61,394,101 with \$2,866,923 that is classified as cash with fiscal agent, which was covered by collateral held in the fiscal agents' trust departments, but not in the city's name. The balance on Texas Regional Bank under the City's name but has Texas water development board as escrow agent. The rest are bond proceeds under the city's name. The trust department pledges a pool of collateral against all trust deposits it holds. Bank of America leasing company, U.S. Bank corporation are the city's fiscal agents.

2. Investments

The city is required by Government Code Chapter 2256, The Public Funds Investment Act ("Act"), to adopt, implement, and publicize an investment policy. That policy must be written, primarily emphasize the safety of principal and liquidity, address investment diversification, yield, and maturity and the quality and capability of investment management and include a list of the types of authorized investments in which the investing entity's funds may be invested, and the maximum allowable stated maturity of any individual investment owned by the entity.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

A. Deposits and Investments (Continued)

2. Investments (Continued)

The Act requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the general purposes financial statements disclosed that in the areas of investment practices, management reports and establish appropriate policies. The city adheres to the requirements of the Act. Additionally, investment practices of the City are in accordance with local policies.

Analysis of Specific Deposit and Investment Risks:

GASB Statement No. 40 requires a determination as to whether the city was exposed to the following specific investment risks at year-end and if so, the reporting of certain related disclosures:

- a. Interest Rate Risk
This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year-end, the city was not exposed to interest rate risk. The City's investment policy states that no investment shall exceed 24 months in maturity. By limiting the exposure of its investments, the city reduces its risk to the rising or decreasing interest rates.
- b. Credit Risk
Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to give an indication of credit risk. At year-end, the city was not exposed to credit risk.
- c. Custodial Credit Risk
Deposits and investments are exposed to custodial credit risk if they are not covered by depository insurance and the deposits and investments are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City's name. At year end, the city was not exposed to custodial credit risk.
- d. Concentration of Credit Risk
This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the city was exposed to concentration of credit risk, but highly collateralized. With the City's investment policy, diversification is stressed.

The city followed its diversification investment guidelines. In prior years, all deposits were placed into LSNB due to a previous depository agreement given a rate of return of 2%, now with a renewed agreement, rates are lower, and diversification is even needed more. The City invested in TexPool a portion of its contingency fund as of May 2016 of last year and has accrued interest since then.
- e. Foreign Currency Risk
This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the city was not exposed to foreign currency risk.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

A. Deposits and Investments (Continued)

2. Investments (Continued)

The City of Pharr, Texas has no Investment activity as of September 30, 2024.

GASB No. 79 requires additional note disclosure requirements for qualifying external investment pools that measure all their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. TexPool revised its Investment Policy to comply with GASB No. 79 as of August 2017 which includes the use of amortized cost to value portfolio assets and the following guidelines to maintain the portfolio consistent with a stable net asset value per share:

- The maximum remaining maturity of any security of other investment acquired for the portfolio shall be 397 calendar days or less.
- The portfolio should maintain a weighted average maturity of 60 days or less.
- The portfolio should maintain a weighted average life of 120 days or less.

B. Receivables

1. Receivables for the City on September 30, 2024, were as follows:

Description	Governmental Activities			Business-Type Activities					Total Business-Type
	General	Other	Total	Utility	Fiber	LMS	Bridge	Golf	
Property Tax	\$ 2,818,491	\$ 2,829,797	\$ 5,648,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warrants	8,225,119	-	8,225,119	-	-	-	-	-	-
Sales Tax	3,660,606	1,220,202	4,880,808	-	-	-	-	-	-
Accounts	1,185,247	1,356,485	2,541,732	4,244,216	3,986,107	9,599,409	925,399	12,246	18,767,377
Other	-	1,334,712	1,334,712	-	-	-	-	-	-
Gross Receivables	15,889,463	6,741,196	22,630,659	4,244,216	3,986,107	9,599,409	925,399	12,246	18,767,377
Less: Allowance for Uncollectible	(7,000,380)	(331,666)	(7,332,046)	(1,893,389)	-	(6,985,226)	-	-	(8,878,615)
Total Receivables, Net	\$ 8,889,083	\$ 6,409,530	\$ 15,298,613	\$ 2,350,827	\$ 3,986,107	\$ 2,614,183	\$ 925,399	\$ 12,246	\$ 9,888,762

2. Notes Receivable for the Pharr Economic Development Corporation as of September 30, 2024, were as follows:

Description	Outstanding Balance as of 10/01/2023	Increase	Decrease	Outstanding Balance as of 9/30/2024
Reyes Garza, 05/13/2012, for the amount of \$27,022 at an interest rate of 6.00% with maturity on April 13, 2027.	\$ 1,160,214	\$ -	\$ (115,218)	\$ 1,044,996
Trancasa, 02/15/18, for the amount of \$600,000 at an Interest rate of 6.00% with maturity on March 15, 2026.	374,393	-	(141,965)	232,428
Total Notes Receivable	\$ 1,534,607	\$ 57,289	\$ (257,183)	\$ 1,334,712

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

B. Receivables (Continued)

3. Leases Receivable for the Business-Type Activities as of September 30, 2024, were as follows:

Description	Cost	Accumulated Depreciation	Book Value
Cold Storage	\$ 1,058,726	\$ 541,363	\$ 517,363
UETA	30,712	(24,863)	5,849
TABC	2,424,536	(2,271,751)	152,785
Total Leases Receivable, Net	<u>\$ 3,513,974</u>	<u>\$ (1,755,251)</u>	<u>\$ 675,997</u>

C. Payables

Payables for the City on September 30, 2024, were as follows:

Description	Governmental Activities	Business-Type Activities					Total Business- Type	Total
	Governmental	Utility	FMS	TeamPharr.Net	Bridge	Golf	Type	
Vendors	\$ 7,515,054	\$ 656,550	\$ 177,608	\$ 300,316	\$ 4,502,458	\$ 12,555	\$ 5,649,487	\$ 13,164,541
Salaries & Benefits	-	404,050	91,224	3,050	76,821	23,598	598,743	598,743
Accrued Liabilities	1,142,107	162,182	-	-	588,644	-	750,826	1,892,933
Customer Deposits	-	767,608	-	-	-	-	767,608	767,608
Total Payables	<u>\$ 8,657,161</u>	<u>\$ 1,990,390</u>	<u>\$ 268,832</u>	<u>\$ 303,366</u>	<u>\$ 5,167,923</u>	<u>\$ 36,153</u>	<u>\$ 7,766,664</u>	<u>\$ 16,423,825</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

D. Interfund Balances

The City reports interfund balances between many of its funds. The total of all balances agrees with the sum of interfund balances presented in the statements of net position/balance sheets for governmental and enterprise funds. The interfund balances are operational and short-term in nature. Interfund balances on September 30, 2024, consisted of the following:

	<u>Due From Other Funds</u>	<u>Due To Other Funds</u>
General Fund:		
CDBG	\$ 95,475	\$ -
Grant Fund	13,388	-
Utility	3,872,355	-
Fiber Optic	1,694,856	-
PEDC	202,771	-
EMS	337,305	-
City Garage	5,014	-
Bridge	55,863	-
PHFC	877,467	-
TIRZ #1	-	-
TIRZ #2	538,061	-
Golf	27,737	-
Asset Sharing	-	31,706
Chamber	-	-
Total General Fund	<u>7,720,292</u>	<u>31,706</u>
PEDC Fund:		
General Fund	<u>-</u>	<u>202,771</u>
Total PEDC Fund	<u>-</u>	<u>202,771</u>
Asset Sharing Fund:		
General Fund	<u>177,343</u>	<u>-</u>
Total Asset Sharing Fund	<u>177,343</u>	<u>-</u>
Grants Fund:		
General Fund	<u>-</u>	<u>13,388</u>
Asset Sharing Fund	<u>-</u>	<u>145,637</u>
Total Grants Fund	<u>-</u>	<u>159,025</u>
TIRS No. 2		
General Fund	<u>-</u>	<u>538,061</u>
Total TIRS No. 2	<u>-</u>	<u>538,061</u>
PHFC Fund:		
General Fund	<u>-</u>	<u>877,466</u>
Total PHFC Fund	<u>-</u>	<u>877,466</u>
CDBG Fund:		
General Fund	<u>-</u>	<u>95,475</u>
Total CDBG Fund	<u>-</u>	<u>95,475</u>
City Garage Fund (Internal Service):		
General Fund	<u>-</u>	<u>5,015</u>
Total City Garage Fund:	<u>-</u>	<u>5,015</u>
Total Interfund Balances, Governmental Funds	<u>\$ 7,897,636</u>	<u>\$ 1,909,519</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

D. Interfund Balances (Continued)

The City's business-type activities as of September 30, 2024, are as follows:

	<u>Due From Other Funds</u>	<u>Due To Other Funds</u>
Utility Fund:		
General Fund	\$ -	\$ 3,872,355
Debt Service	-	-
Total Utility Fund	<u>-</u>	<u>3,872,355</u>
EMS Fund:		
General Fund	<u>-</u>	<u>337,305</u>
Total EMS Fund	-	<u>337,305</u>
TeamPharr.Net Fund		
General Fund	<u>-</u>	<u>1,694,856</u>
Total TeamPharr.Net Fund	-	<u>1,694,856</u>
Toll Bridge Fund:		
General Fund	<u>-</u>	<u>55,863</u>
Total Toll Bridge Fund	-	<u>55,863</u>
Golf Course Fund:		
General Fund	<u>-</u>	<u>27,736</u>
Total Golf Course Fund	-	<u>27,736</u>
Total Interfund Balances, Business-Type Activities	<u>\$ -</u>	<u>\$ 5,988,115</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

F. Capital Assets

Capital asset activity for the City's governmental activities for the year ended September 30, 2024, was as follows:

	Beginning Balance October 1, 2023	Additions	Adjustments/ Deletions	Ending Balance September 30, 2024
Governmental Activities:				
Capital Assets, not being depreciated:				
Land	\$ 22,419,822	\$ 4,616,333	\$ -	\$ 27,036,155
Construction in Progress	77,502,240	14,960,071	(973,578)	91,488,733
Total Capital assets, not being depreciated	<u>99,922,062</u>	<u>19,576,404</u>	<u>(973,578)</u>	<u>118,524,888</u>
Capital Asset being depreciated:				
Buildings	83,590,529	-	(694,000)	82,896,529
Infrastructure	92,213,993	-	-	92,213,993
Improvements Other Than Building	70,276,622	266,370	973,578	71,516,570
Machinery and Equipment	37,697,128	2,281,810	-	39,978,938
Right-to-use Lease assets, Equipment	4,980,931	-	-	4,980,931
Right-to-use Subscription Assets	230,114	-	-	230,114
Total capital assets, being depreciated	<u>288,989,316</u>	<u>2,548,180</u>	<u>279,578</u>	<u>291,817,074</u>
Less accumulated depreciation for:				
Buildings	(19,409,801)	(1,640,898)	874,563	(20,176,136)
Infrastructure	(65,346,479)	(1,700,548)	177,340	(66,869,687)
Improvements Other Than Building	(14,208,704)	(3,404,747)	62,736	(17,550,715)
Machinery and Equipment	(29,887,092)	(1,922,684)	(131,808)	(31,941,584)
Right-to-use Lease assets, Equipment	(88,779)	(83,292)	-	(172,071)
Right-to-use Subscription Assets	(1,581,858)	(1,423,648)	66,927	(2,938,579)
Total accumulated depreciation	<u>(130,522,713)</u>	<u>(10,175,817)</u>	<u>1,049,758</u>	<u>(139,648,772)</u>
Total capital assets being depreciated, net	158,466,603	(7,627,637)	1,329,336	152,168,302
Governmental activities capital assets, net	<u>\$ 258,388,665</u>	<u>\$ 11,948,767</u>	<u>\$ 355,758</u>	<u>\$ 270,693,190</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

F. Capital Assets (Continued)

Capital asset activity for the City's business-type activities for the year ended September 30, 2024, was as follows:

	Beginning Balance October 1, 2023	Additions	Adjustments/ Deletions	Ending Balance September 30, 2024
Business-Type Activities:				
Capital Assets, not being depreciated:				
Land (including Water Rights)	\$ 14,647,338	\$ -	\$ -	\$ 14,647,338
Construction in Progress	31,617,800	9,906,445	(10,964,103)	30,560,142
Total Capital assets, not being depreciated	<u>46,265,138</u>	<u>9,906,445</u>	<u>(10,964,103)</u>	<u>45,207,480</u>
Capital Asset being depreciated:				
Buildings	34,748,600	-	-	34,748,600
Infrastructure	160,534,287	10,964,103	-	171,498,390
Improvements Other Than Building	16,872,497	273,412	-	17,145,909
Machinery and Equipment	30,008,687	459,005	-	30,467,692
Right-to-use Lease assets, Equipment	4,254,228	27,149	383,536	4,664,913
Right-to-use Subscription Assets	-	-	-	-
Total capital assets, being depreciated	<u>246,418,298</u>	<u>11,723,669</u>	<u>383,536</u>	<u>258,525,503</u>
Less accumulated depreciation for:				
Buildings	(21,267,148)	(754,036)	(12,438)	(22,033,622)
Infrastructure	(66,298,893)	(4,930,545)	(258,965)	(71,488,403)
Improvements Other Than Building	(6,731,446)	(1,087,949)	(39,292)	(7,858,687)
Machinery and Equipment	(23,473,380)	(1,913,930)	4,082,546	(21,304,764)
Right-to-use Lease assets, Equipment	(1,006,758)	(321,394)	(332,660)	(1,660,812)
Right-to-use Subscription Assets	-	-	-	-
Total accumulated depreciation	<u>(118,777,625)</u>	<u>(9,007,854)</u>	<u>3,439,191</u>	<u>(124,346,288)</u>
Total capital assets being depreciated, net	<u>127,640,673</u>	<u>2,715,815</u>	<u>3,822,727</u>	<u>134,179,215</u>
Business-Type activities capital assets, net	<u>\$ 173,905,811</u>	<u>\$ 12,622,260</u>	<u>\$ (7,141,376)</u>	<u>\$ 179,386,695</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

F. Capital Assets (Continued)

Capital asset activity for the City's discretely presented component unit activities for the year ended September 30, 2024, was as follows:

	Beginning Balance October 1, 2023	Additions	Adjustments/ Deletions	Ending Balance September 30, 2024
Component Unit - Discretely Presented Chamber				
Capital Asset being depreciated:				
Machinery and Equipment	\$ 35,848	\$ -	\$ -	35,848
Total capital assets, being depreciated	<u>35,848</u>	<u>-</u>	<u>-</u>	<u>35,848</u>
Less accumulated depreciation for:				
Machinery and Equipment	(26,887)	(7,350)	-	(34,237)
Total accumulated depreciation	<u>(26,887)</u>	<u>(7,350)</u>	<u>-</u>	<u>(34,237)</u>
Total capital assets being depreciated, net	8,961	(7,350)	-	1,611
Component Unit, capital assets, net	<u>\$ 8,961</u>	<u>\$ (7,350)</u>	<u>\$ -</u>	<u>\$ 1,611</u>

	Beginning Balance October 1, 2023	Additions	Adjustments/ Deletions	Ending Balance September 30, 2024
Component Unit - Discretely Presented JPA				
Capital Assets, not being depreciated:				
Land	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Total Capital assets, not being depreciated	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>1,500,000</u>
Capital Asset being depreciated:				
Buildings	26,502,558	-	-	26,502,558
Machinery and Equipment	153,683	-	-	153,683
Total capital assets, being depreciated	<u>26,656,241</u>	<u>-</u>	<u>-</u>	<u>26,656,241</u>
Less accumulated depreciation for:				
Buildings	(2,944,729)	(590,559)	-	(3,535,288)
Machinery and Equipment	(153,683)	-	-	(153,683)
Total accumulated depreciation	<u>(3,098,412)</u>	<u>(590,559)</u>	<u>-</u>	<u>(3,688,971)</u>
Total capital assets being depreciated, net	23,557,829	(590,559)	-	22,967,270
Component Unit, capital assets, net	<u>\$ 25,057,829</u>	<u>\$ (590,559)</u>	<u>\$ -</u>	<u>\$ 24,467,270</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

G. Long-Term Obligations

The following schedule summarizes the changes in long-term obligations during the year ended September 30, 2024:

	Balance 10/1/2023	Restated 10/1/2023	Adjustment/ Increase	Adjustment/ Decrease	Balance 9/30/2024	Due in One Year
Governmental Activities						
Certificates of Obligation	\$ 115,540,000	\$ 115,540,000	\$ -	\$ (3,315,000)	\$ 112,225,000	\$ 3,445,500
CDBG Section 108 Note Payable	2,360,000	2,360,000	-	(295,000)	2,065,000	295,000
Tax Notes Payable	16,582,497	16,582,497	-	(3,107,708)	13,474,789	2,284,885
Unamortized Premium/(Discount)	3,510,367	3,510,367	-	(247,785)	3,262,582	247,785
Capital Equipment Loans/Leases	4,579,721	4,579,721	6,060,796	(2,650,116)	7,990,401	2,808,307
Accrued Compensated Balances	5,607,589	5,607,589	5,856,308	(5,607,588)	5,856,309	1,464,077
Accrued Compensated Balances PEDC	121,377	121,377	177,006	(121,377)	177,006	44,251
Net Pension Liability - TMRS	22,375,945	22,375,945	-	(2,740,183)	19,635,762	-
Net Pension Liability - TERS	-	-	760,214	-	760,214	-
Other Post Employment Benefits	1,035,705	1,035,705	112,341	-	1,148,046	-
Total Governmental Activities	171,713,201	171,713,201	12,966,666	(18,084,757)	166,595,110	10,589,805
Business-Type Activities						
Revenue Bonds Payable	106,119,000	106,119,000	-	(3,692,000)	102,427,000	4,389,000
Refunding Revenue Bonds Payable	8,035,000	8,035,000	-	(1,865,000)	6,170,000	1,955,000
Unamortized Premium/(Discount)	12,037,579	12,037,579	-	(842,416)	11,195,163	970,605
Financing Arrangements	6,133,575	6,133,575	1,855,417	(1,448,636)	6,540,356	1,276,396
Accrued Compensated Absences	724,193	724,193	582,271	(707,721)	598,743	-
Net Pension Liability	5,103,358	5,103,358	-	(704,668)	4,398,690	-
Other Post Employment Benefits	236,217	236,217	20,963	-	257,180	-
Total Business-Type Activities	\$ 138,388,922	\$ 138,388,922	\$ 2,458,651	\$ (9,260,441)	\$ 131,587,132	\$ 8,591,001

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

G. Long-Term Obligations (Continued)

The following schedule summarizes the changes in Component Unit Activities' long-term obligations during the year ended September 30, 2024:

	Balance 10/1/2023	Increase	Decrease	Balance 9/30/2024	Due in One Year
Component Unit Activities					
Notes Payable	\$ 30,819,207	-	(762,982)	30,056,225	\$ 801,059

Long-term bonded and revenue supported obligations outstanding on September 30, 2024, is comprised of the following:

Governmental Activities	Series	Original Issuance	Payment Installments	Interest Rates	Installments	Maturity Date	Current Balance
<i>Bonds Payable</i>							
2012 Certificate of Obligation	2012	\$ 7,625,000	Annual	0.60% - 4.58%	295,000 - 535,000	8/15/2032	\$ 2,630,000
2016 Certificate of Obligation	2016	14,290,000	Annual	1.13% - 3.60%	190,000 - 1,035,000	2/15/2036	11,360,000
2017 Certificate of Obligation	2017	17,240,000	Annual	1.45% - 2.79%	355,000 - 2,640,000	8/15/2031	11,800,000
2018 Certificate of Obligation	2018	16,440,000	Annual	2.08% - 3.52%	70,000 - 1,440,000	8/15/2038	13,170,000
2020 Certificate of Obligation	2020	2,500,000	Annual	3.00%	890,000 - 2,625,000	8/15/2039	18,650,000
2021 Certificate of Obligation	2021	54,615,000	Annual	4.50% - 4.06%	1,645,000 - 3,740,000	8/15/2046	54,615,000
<i>Tax Notes Payable</i>							
2017 LSNB Tax Note	2017	7,300,000	Monthly	4.25%	941,000 - 1,167,000	12/1/2024	299,789
2023 LSNB Tax Note	2023	15,115,000	Annual	4.00%	1,940,000 - 2,415,000	8/15/2030	13,175,000
<i>Notes Payable</i>							
2017 HUD Section 108 Loan	2017	\$ 5,600,000	Annual	1.28% - 1.73%	294,000 - 295,000	8/15/2031	\$ 2,065,000
Business-Type Activities							
<i>Bonds Payable</i>							
Revenue Bonds - DWSR	2007A	\$ 13,310,000	Annual	2.35% - 3.50%	380,000 - 1,075,000	9/1/2027	\$ 3,135,000
Revenue Bonds - NADBANK	2007B	10,000,000	Annual	3.75%	385,000 - 685,000	9/1/2027	1,990,000
Revenue Bonds - DWSR	2013	8,725,000	Annual	0% - 2.71%	255,000 - 400,000	9/1/2042	5,900,000
Revenue Bonds - DWSR	2015	1,762,000	Annual	0.59% - 4.10%	72,000 - 117,000	9/1/2035	1,083,000
Revenue Bonds - CWSR	2020A	18,150,000	Annual	0.03% - 0.22%	115,000 - 780,000	9/1/2049	17,390,000
Revenue Bonds - CWSR	2020B	13,880,000	Annual	0.04% - 0.32%	115,000 - 590,000	9/1/2049	13,115,000
Revenue Bonds - CT&IBR	2021	37,425,000	Annual	3.00% - 5.00%	1,395,000 - 2,850,000	8/15/2041	36,030,000
Revenue Bonds - CT&WR	2021	3,157,000	Annual	0.00%	105,000 - 106,000	8/15/2051	2,839,000
Revenue Bonds - CT&IBR	2021	20,945,000	Annual	2.00% - 2.80%	580,000 - 1,355,000	8/15/2046	20,945,000
<i>Other Long-Term Obligations</i>							
2017 Refunding Bond	2017	\$ 18,000,000	Annual	3.29% - 3.62%	1,220,000 - 2,160,000	8/15/2028	\$ 6,170,000

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

G. Long-Term Obligations (Continued)

Long-term bonded and revenue supported obligations outstanding for Component Unit Activities on September 30, 2024, is comprised of the following:

Component Activities	Original Issuance	Payment Installments	Interest Rates	Installments	Maturity Date	Current Balance
<i>Notes Payable</i>						
CTL Capital	\$ 34,600,000	Monthly	4.88%	187,504	5/14/20246	\$ 30,056,225

1. Bonds Payable

Debt service requirements of bonds payable on September 30, 2024, are as follows:

Year Ending September 30,	Governmental Activities		Business-Type Activities		Total Requirements	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 3,445,000	\$ 2,314,516	\$ 6,344,000	\$ 2,980,801	\$ 9,789,000	\$ 5,295,317
2026	3,575,000	2,180,329	6,587,000	2,735,617	10,162,000	4,915,946
2027	3,725,000	2,032,741	6,829,000	2,478,689	10,554,000	4,511,430
2028	3,890,000	1,878,065	4,156,000	2,194,629	8,046,000	4,072,694
Thereafter	42,975,000	9,913,594	84,681,000	18,569,185	127,656,000	28,482,779
Total	<u>\$ 57,610,000</u>	<u>\$ 18,319,245</u>	<u>\$ 108,597,000</u>	<u>\$ 28,958,921</u>	<u>\$ 166,207,000</u>	<u>\$ 47,278,166</u>

2. Tax Notes Payable

Year Ending September 30,	Governmental Activities	
	Principal	Interest
2025	\$ 2,284,885	\$ 529,150
2026	2,065,000	447,600
2027	2,150,000	365,000
2028	2,235,000	279,000
2029-2030	4,740,000	286,200
Total	<u>\$ 13,474,885</u>	<u>\$ 1,906,950</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

G. Long-Term Obligations (Continued)

3. Capital Equipment Loans Payable

Capital leases payable on September 30, 2024, is comprised of the following issues:

Description	Governmental	Business-Type	Total
\$2,685,000 lease payable, due in annual installments of \$325,947 including interest, through January 2026 at 3.69% LED Lighting Project Citywide.	\$ 617,509	\$ -	\$ 617,509
\$979,455 lease payable, due in semi annual installments of \$55,045 including interest, through May 1, 2026; interest at 2.28%. All funds used to purchase Fire Truck and Equipment	214,045	-	214,045
\$2,897,100 lease payable, due in quarterly installments of \$113,435 including interest, through October 15, 2024; interest 2.78%. All funds used to purchase city vehicles, public utilities, equipment, bridge office expansion and golf house renovations.	17,031	95,620	112,651
\$955,000 lease payable, due in quarterly installments of \$27,489 including interest, through October 15, 2027; interest 2.97%. All funds used for citywide air conditioning repairs, fire equipment and irrigation repairs for the golf course.	293,208	46,201	339,409
\$4,262,100 lease payable, due in monthly installments of \$58,945 including interest, through February 1, 2031; interest 4.46%. All funds used to purchase genral fund equipment and utility fund equipment.	2,261,690	1,679,092	3,940,782
\$138,000 lease payable, due in quarterly installments of \$5,462 including interest, through October 31, 2024; interest 3.12%. All funds used to purchase general fund equipment and golf course equipment.	23,786	2,901	26,687

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

G. Long-Term Obligations (Continued)

\$1,788,000 lease payable, due in quarterly installments of \$70,435 including interest, through November 23, 2030; interest 1.385%. All funds used to purchase general fund equipment.

892,534	-	892,534
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\$4,156,000 lease payable, due in quarterly installments of \$157,372 including interest, through November 01, 2028; interest 1.756%. All funds used to purchase general fund equipment and utility fund equipment.

995,327	1,481,110	2,476,437
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\$620,000 lease payable, due in quarterly installments of \$104,907 including interest, through December 30, 2029; interest 4.20%. All funds used to purchase general fund equipment and utility fund equipment.

477,129	-	477,129
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Right to Use lease payables, due in monthly installments at various rates, including interest, through December 30, 2029; various interest rates. All funds used to lease general fund equipment and utility fund equipment.

2,198,142	3,235,433	5,433,575
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<u>\$ 7,990,401</u>	<u>\$ 6,540,356</u>	<u>\$ 14,530,757</u>
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3. Financing Arrangement/Right-to-use leases Payable

Assets purchased with the lease funds are included in the City's capital assets and depreciation expense. Debt service requirements on September 30, 2024, are as follows:

Year Ending September 30,	Governmental Activities		Business-Type Activities		Total Requirements	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 2,725,042	\$ 234,465	\$ 1,276,397	\$ 221,965	\$ 4,001,439	\$ 456,430
2026	1,891,544	147,317	1,067,193	184,975	2,958,736	332,292
2027	932,768	96,092	1,050,404	150,273	1,983,173	246,365
2028	856,137	67,780	1,074,025	115,427	1,930,162	183,206
Thereafter	1,584,910	62,461	2,072,336	151,184	3,657,246	213,644
Total	<u>\$ 7,990,401</u>	<u>\$ 608,114</u>	<u>\$ 6,540,356</u>	<u>\$ 823,824</u>	<u>\$ 14,530,757</u>	<u>\$ 1,431,939</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

G. Long-Term Obligations (Continued)

4. Notes Payable

Long-term notes payable outstanding on September 30, 2024, is comprised of the following:

Governmental Activities	Series	Original Issuance	Payment Installments	Interest Rates	Installments	Maturity Date	Current Balance
<i>Notes Payable</i>							
2017 HUD Section 108 Loan	2017	\$ 5,600,000	Annual	1.28% - 1.73%	294,000 - 295,000	8/15/2031	\$ 2,065,000

Debt service requirements of the City's governmental activities notes payable on September 30, 2024, are as follows:

Year Ending September 30,	Governmental Activities	
	Principal	Interest
2025	\$ 295,000	\$ 66,346
2026	295,000	57,466
2027	295,000	48,351
2028	295,000	39,206
2029-2031	885,000	60,062
Total	<u>\$ 2,065,000</u>	<u>\$ 271,430</u>

6. Debt Disclosure and Currently Defeased Debt

None.

7. Accrued Compensated Absences

Accrued compensated absences (vested sick and vacation leave) are granted to city employees. In the event of termination, an employee is paid for all accumulated, unused vacation. The City's accrued compensated absences as of September 30, 2024, are reflected in the long-term obligations schedule.

8. Arbitrage

The City has issued long-term debt for capital construction projects. These bonds are subject to arbitrage regulations. Arbitrage regulations call for the return of the difference in interest revenue against interest expense. On September 30, 2024, there was no liability of arbitrage that would have been owed to the federal government.

9. Line of Credit

The City's PEDC has a secured revolving line of credit with Lone Star National Bank up to \$5,000,000. The principal is payable on demand and interest is paid monthly at a rate of 3.75%. The line of credit is collateralized by securities. The balance due for the line of credit as of September 30, 2024, is \$1,179,150.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

H. Interfund Transfers

The City reports interfund transfers between many of its funds. Interfund transfers for the year ended September 30, 2024, consisted of the following:

Governmental Activities:	Transfers In	Transfers Out
General Fund:		
Hotel	\$ 300,000	\$ -
General Fund	4,000,000	4,000,000
Capital Projects	-	3,690,431
Parkland	218,000	
Business-Type	-	1,466,062
Bridge	9,983,500	-
Debt Service	-	326,000
Health Insurance Fund	-	362
PEDC	1,650,000	249,346
Total General Fund	16,151,500	9,732,201
Capital Projects Fund:		
General Fund	3,690,431	-
Hotel	231,600	-
Paving & Drainage	827,500	-
Debt Service	1,908,601	-
Total Capital Projects Fund	6,658,132	-
Debt Service Fund:		
General Fund	326,000	-
Bridge	1,284,100	-
Capital Projects	-	1,908,601
Business-Type	-	1,784,000
PEDC	510,500	-
Total Debt Service Fund	2,120,600	3,692,601

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

H. Interfund Transfers (Continued)

Hotel/Motel Fund

General Fund	-	300,000
Capital Projects	-	231,600
Total Hotel/Motel Fund	-	531,600

Paving & Drainage Fund:

General Fund	-	218,000
Capital Projects	-	827,500
Total Paving & Drainage Fund	-	1,045,500

PEDC

General Fund	249,346	1,650,000
Debt Service	-	510,500
Capital Projects	-	-
Total PEDC	249,346	2,160,500

Governmental - Total Interfund

Transfers	\$ 25,179,578	\$ 17,162,402
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Component Unit Transfers

Governmental Activities:	Transfers In	Transfers Out
General Fund:		
Hotel	\$ -	\$ 68,400
PEDC	-	150,000
Total General Fund	-	218,400
Component Unit:		
Pharr Chamber of Commerce:		
Hotel	68,400	-
PEDC	150,000	-
Total Pharr Chamber of Commerce	218,400	-
Total Component Unit		
Transfers	\$ 218,400	\$ 218,400

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

III. DETAILED NOTES ON FUNDS AND COMPONENT UNITS (Continued)

H. Interfund Transfers (Continued)

Enterprise Funds:

Business-Type Activities	Transfers In	Transfers Out
Toll Bridge Fund:		
Debt Service	\$ -	\$ 1,284,100
General Fund	-	9,983,500
EMS	-	989,700
Bridge	13,797,902	13,797,902
Total Toll Bridge Fund	13,797,902	26,055,202
Utility Fund:		
General Fund	-	-
Debt Service	1,784,000	-
Total Utility Fund	1,784,000	-
EMS Fund:		
Toll Bridge	989,700	-
General Fund	214,704	-
Total EMS Fund	1,204,404	-
TeamPharr.Net Fund		
General Fund	799,205	-
Total TeamPharr.Net Fund	799,205	-
Golf Course Fund:		
General Fund	452,154	-
Total Golf Course Fund	452,154	-
Health Insurance Fund		
General Fund	362	-
Total Health Insurance Fund:	362	-
Business-Type - Total Interfund Transfers	\$ 18,038,027	\$ 26,055,202

I. Leases

The international bridge serves as a lessor for three businesses, the first one is TABC. They pay the international bridge a monthly amount of \$550. Also, UETA rents land and makes monthly payments of \$12,500 and lastly cold storage with monthly payments of \$7,723.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION

A. Risk Management

The city is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees (workman's compensation), and natural disasters. During the fiscal year, the City obtained general liability coverage at a cost that is economically justifiable by joining with other governmental entities in the State as a member of the Texas Municipal League Intergovernmental Risk Pool (TML). TML is a self-funded pool operating as common risk management and insurance program. The city pays an annual premium to TML for its above insurance coverage. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims more than acceptable risk levels; however, each category of coverage has its own level of reinsurance. The city continues to carry commercial insurance for other risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years. A copy of TML's Annual Comprehensive Financial Report may be obtained by request at the following address:

Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, TX 78754-5128

1. Health Care Coverage

As of January 2018, the City transitioned from fully funded to self/partially funded. The health provider is United Health Care with Lone Star Insurance services as an agent of record. The City now funds its claims monthly through a separate bank account managed by the agent. The City pays 100% of the employees' insurance cost and 50% of the employee's dependent's insurance cost with the following plans:

Coverage Type	Monthly Cost to Employee	Monthly Cost to City	Total Monthly Cost
Employee Only	-	150	150
Employee and Spouse	206	150	356
Employee and Children	189	150	339
Employee and Family	408	150	558

Coverage Type	Monthly Cost to Employee	Monthly Cost to City	Total Monthly Cost
Employee Only	17	150	167
Employee and Spouse	240	150	389
Employee and Children	221	150	371
Employee and Family	458	150	608

For more detailed information about United HealthCare please contact:

United Healthcare
2000 West Loop South, Suite 900
Houston, TX 77027

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

2. Post-Retirement Health Care Benefits

The City provides certain health care and life insurance benefits, under City ordinance, for:

- A. A retired person and their dependents covered under the City of Pharr, Texas's health insurance plan, prior to January 1, 2009, shall be entitled to continued coverage at the municipality's expense not to exceed \$275 per month for the retiree, and fifty percent of the cost of coverage for the dependent or \$225 whichever is less. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's and dependent's health insurance. The municipality will only pay for the cost of the retiree's Medicare Advantage Plan coverage.
- B. Any person employed with the City of Pharr, Texas, prior to January 1, 2009, that has been employed for not less than twenty (20) years with any municipality in the State of Texas that participates in the Texas Municipal Retirement System, that was employed with the City of Pharr, Texas for not less than ten (10) years, and reaches the age of fifty (50), shall be eligible upon retirement to receive continued health coverage at the expense of the municipality not to exceed \$275 per month. A dependent of an eligible retired person under the subsection shall not receive continued coverage at the expense of the municipality. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's health coverage.
- C. A person that becomes employed with the City of Pharr, Texas, after January 1, 2009, shall not be eligible for any health insurance coverage at the expense of the municipality upon retirement. A dependent of an employee under this subsection shall not receive health insurance coverage at the expense of the municipality upon retirement.

Currently, approximately 46 retirees meet these eligibility requirements. The City pays 80% of the number of validated claims for qualified medical and hospitalization costs incurred after the retiree meets a deductible ranging from \$1,000 per individual to \$2,000 per family for In-Network coverage. The maximum out-of-pocket costs that can be incurred by a retiree in the one-year range from \$1,500 per individual to \$3,000 per family.

B. Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all full-time employees at their option, permits participants to defer a portion of their salary until future years. The deferred compensation is not available to participants until termination, retirement, death, or unforeseeable emergency. All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property or rights are the property of the beneficiary. General inflation is assumed to be 2.50% per year with an investment return and assumption of 6.75% per year, compounded annually, composed on an assumed 2.5% inflation rate and a 4.25% net real rate of return.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

C. Pension Plan

Pension Plans: The City provides for two pension plans; one is a defined benefit cash-balance plan administered through Texas Municipal Retirement System (TMRS) and one has a special funding situation administered by Texas Emergency Services Retirement System (TESRS). Both plans are described in detail below. Aggregate amounts for both pension plans are as follows:

	TMRS	TESRS	TOTAL
Pension liability	\$ 24,034,452	\$ 760,214	\$ 24,794,666
Deferred outflows of resources	6,645,302	337,083	6,982,385
Deferred inflows of resources	1,340,511	-	1,340,511
Pension Expense	6,470,751	250,927	6,721,678

1. Plan Description

The City of Pharr, Texas participates as of the 934 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (Annual Report) that can be obtained at tmrs.com.

All eligible employees of the City are required to participate in TMRS.

2. Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. At retirement, the member's benefit is calculated based on the sum of the Member's contributions with interest, the city-financed monetary credits with interest. The retiring member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total member's contributions and interest.

Description	Plan Year 2023	Plan Year 2024
Employee Deposit Rate	7.00%	7.00%
Matching Ratio (City to Employee)	2 to 1	2 to 1
Years Required for Vesting	5	5
Service Retirement Eligibility (Expressed as Age / Years of Service)	60/5,0/20	60/5,0/20
Updated Service Credit	100% of Repeating	100% of Repeating
Annuity Increase (to Retirees)	0% of CPI	0% of CPI

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

C. Pension Plan (Continued)

Employee Covered by Benefits Terms.

As of the December 31, 2023, valuation and measurement date, the following employees were covered by the terms of the benefits:

Description	2023
Inactive employees or beneficiaries currently receiving benefits	300
Inactive employees entitled to but not yet receiving benefits	417
Active employees	770
Total participants	<u>1,487</u>
Covered Payroll	\$ 41,286,120

3. Contributions

Member contribution rates in TMRS are either 5%, 6%, or 7% of the member's total compensation, and the city matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan option selected by the city and any changes in benefits or actual experience over time.

Employees for the City of Pharr were required to contribute 7.00% of their annual compensation during the fiscal year. The contribution rates for the City of Pharr were 12.10% and 11.71% in calendar years 2023 and 2024, respectively. The City's contributions to TMRS for the year ended September 30, 2024, were \$5,017,057 and were equal to the required contributions.

4. Net Pension Liability

The city's Net Pension Liability (NPL) was measured as of December 31, 2023, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall Payroll Growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

C. Pension Plan (Continued)

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale MP 2021 to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2018 to December 31, 2012. They were adopted in 2023 and first used in the December 31, 2023 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined by best estimate ranges of expected returns for each major asset class. The long-term expected rate of return is determined by weighting the expected return for each major asset class by the respective target asset allocation percentage. The target allocation and best estimate of real rates of return for each major asset class in fiscal year 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35.0%	6.70%
Core Fixed Income	6.0%	4.70%
Non-Core Fixed Income	20.0%	8.00%
Other Public and Private Markets	12.0%	8.00%
Real Estate	12.0%	7.60%
Hedge Funds	5.0%	6.40%
Private Equity	10.0%	11.60%
Total	100.0%	

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

C. Pension Plan (Continued)

4. Net Pension Liability (Continued)

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at 12/31/2022	\$ 127,501,169	\$ 100,021,866	\$ 27,479,303
Changes for the year:			
Service cost	6,230,076	-	6,230,076
Interest	8,724,041	-	8,724,041
Change of benefit terms	1,808,026	-	1,808,026
Difference between expected and actual experience	(815,013)	-	(815,013)
Changes of assumptions	7,667		7,667
Contributions - employer	-	4,995,619	(4,995,619)
Contributions - employee	-	2,890,028	(2,890,028)
Net investment income	-	11,588,162	(11,588,162)
Benefit payments, including refunds of employee contributions	(6,538,371)	(6,358,371)	(180,000)
Administrative expense	-	(73,646)	73,646
Other changes	-	(515)	515
Net changes	9,416,426	13,041,277	(3,624,851)
Balance at 12/31/2023	\$ 136,917,595	\$ 113,063,143	\$ 23,854,452

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

4. Net Pension Liability (Continued)

Sensitivity of the Net Position liability changes in the discount rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percent-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 44,657,205	\$ 24,034,452	\$ 7,169,640

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TMRS financial report. That report may be obtained on the Internet at www.tmr.com.

5. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources related to Pensions

For the year ended September 30, 2024, the City recognized pension expense of \$6,394,644.

At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience (net of current year amortization)	\$ 199,547	\$ 727,306
Changes in actuarial assumptions	6,201	76
Difference between projected and actual investment earnings (net of current year amortization)	2,487,856	-
Contributions subsequent to the measurement date	3,596,464	-
Total	<u>\$ 6,290,068</u>	<u>\$ 727,382</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

5. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources related to Pensions (Continued)

\$3,596,464 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30,	
2025	\$ 504,338
2026	695,028
2027	1,875,156
2028	(1,116,794)
2029	(35,506)
Thereafter	-

D. Other Post Employment Benefit (OPEB) Programs

1. Plan Description

Texas Municipal Retirement System ("TMRS") administers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund ("SDBF"). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered another post-employment benefit ("OPEB") and is a fixed amount of \$7,500. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is an unfunded OPEB plan (i.e. no assets are accumulated).

The member city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers.

GASB 75 requires employers to recognize the total OPEB liability and the OPEB expense on their financial statements. The OPEB expense recognized each fiscal year is equal to the change in the total OPEB liability from the beginning of the year to the end of the year, adjusted for deferred recognition of certain changes in the liability.

The city's SDBF is considered a single-employer unfunded OPEB plan with benefit payments treated as being equal to the employee's contribution for retirees.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

1. Plan Description (Continued)

Employees covered by benefit terms

At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	238
Inactive employees entitled to but not yet receiving benefits	66
Active employees	<u>770</u>
Total	<u><u>1,074</u></u>

Contributions

Employees for the City of Pharr were required to contribute 0.09% of their annual gross earnings during the fiscal year. The contribution rates for the City were 0.22% and 0.24% in calendar year 2023 and 2024, respectively. The City's contributions to TMRS for the year ended September 30, 2024 were \$99,540 and were equal to the required contributions.

2. Supplemental Death Benefits (SDBF) Plan Contributions

The city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Plan/Calendar Year	Total SDB Contribution (Rate)	Retiree Portion of SDB Contribution (Rate)
2024	0.24%	0.09%
2023	0.22%	0.08%
2022	0.18%	0.10%
2021	0.18%	0.10%
2020	0.14%	0.03%

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

3. OPEB Liability

The Other Post-Employment Benefits (OPEB) was measured as of December 31, 2023, and the Total Liability used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions: The Total OPEB Liability on December 31, 2023, actuarial valuation was determined using the following actuarial assumptions.

Inflation	2.50% per year
Overall Payroll Growth	3.60% to 11.85% per year - including inflation
Discount rate*	3.77%
Retiree's share of benefit related costs	\$0

**The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2023.*

Administrative Expenses - All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.

Mortality rates – service retirees – 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

Mortality rates – disabled retirees – 2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

Discount Rate:

The discount rate used to measure the Total OPEB Liability was 3.77%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the OPEB plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the Total OPEB Liability.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

3. OPEB Liability (Continued)

Discount Rate:

The discount rate used to measure the Total OPEB Liability was 3.77%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the OPEB plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the Total OPEB Liability.

Total OPEB Liability:

	Increase (Decrease) Total OPEB Liability
Balance at 12/31/2022	\$ 1,271,922
Changes for the year:	
Service cost	57,801
Interest	520,014
Change of benefit terms	-
Difference between expected and actual experience	(14,055)
Changes of assumptions	70,572
Contributions - employer	-
Contributions - employee	-
Net investment income	-
Benefit payments,	-
including refunds of employee contributions	(33,029)
Administrative expense	-
Other changes	-
Net changes	28,318
Balance at 12/31/2023	<u>\$ 259,080</u>

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 3.77%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.77%) or 1 percentage point higher (4.77%) than the current rate:

	1% Decrease in Discount Rate (2.77%)	Discount Rate (3.77%)	1% Increase in Discount Rate (4.77%)
City's total OPEB liability	\$ 1,691,671	\$ 1,405,225	\$ 1,181,225

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

3. OPEB Liability (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs

For the year ended September 30, 2024, the City recognized OPEB expense in the amount of \$76,107.

At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEBs from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience (net of current year amortization)	\$ -	\$ 62,382
Changes in actuarial assumptions	281,522	506,747
Difference between projected and actual investment earnings (net of current year amortization)	-	-
Contributions subsequent to the measurement date	73,711	-
Total	<u>\$ 355,233</u>	<u>\$ 569,129</u>

\$73,711 reported as deferred outflows of resources related to OPEBs resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability for the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to OPEBs will be recognized in OPEB expense as follows:

Year ended September 30,	
2025	\$ (40,548)
2026	(30,733)
2027	(40,837)
2028	(74,494)
2029	(86,251)
Thereafter	(14,744)

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

D. Texas Emergency Services Retirement System

The City participates in a cost-sharing multiple employer pension plan that has a special funding situation. The plan is administered by TERS and established and administered by the State to provide pension benefits for emergency services personnel who serve without significant monetary remuneration. At August 31, 2024, there were 244 contributing fire and/or emergency services department members participating in TERS. Eligible participants include volunteer emergency services personnel who are members in good standing of a member department.

On August 31, 2024, the TERS membership consisted of:

Retirees and beneficiaries currently receiving benefits	4,122
Terminated members entitled to, but not yet receiveing benefits	1,806
Active participants	3,394

Pension Plan Fiduciary Net Position

Detailed information about the TERS's fiduciary net position is available in a separately-issued Annual Comprehensive Financial Report that includes financial statements and Required Supplementary Information. TERS issues a publicly available Annual Financial Report, which includes financial statements, notes, and Required Supplementary Information, which can be obtained at www.tesrs.org. The separately issued actuarial valuations that may be of interest are also available at the same link.

Benefits Provided

Senate Bill 411, 65th Legislature, Regular Session (1977), created TERS and established the applicable benefit provisions. The 79th Legislature, Regular Session (2005), re-codified the provisions and gave the TERS Board of Trustees (the "Board") authority to establish vesting requirements, contribution levels, benefit formulas, and eligibility requirements by Board rule. The benefit provisions include retirement benefits, as well as death and disability benefits. Members are 50 percent vested after the tenth year of service, with the vesting percentage increasing ten percent for each of the next five years of service so that a member becomes 100 percent vested with 15 years of service.

Upon reaching age 55, each vested member may retire and receive a monthly pension equal to his vested percent multiplied by six times the governing body's average monthly contribution over the member's years of qualified service. For years of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. There is no provision for automatic postretirement benefit increases.

On and off-duty death benefits and on-duty disability benefits are dependent on whether or not the member was engaged in the performance of duties at the time of death or disability. Death benefits include a lump sum amount or continuing monthly payments to a member's surviving spouse and dependent children.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

D. Texas Emergency Services Retirement System (Continued)

Funding Policy

Contributions are made by governing bodies for the participating departments. No contributions are required from the individuals who are members of TESRS, nor are they allowed. The governing bodies of each participating department are required to make contributions for each month a member performs emergency services for a department (this minimum contribution is \$36 per member and the department may make a higher monthly contribution for its members). This is referred to as a Part One contribution, which is the legacy portion of the TESRS contribution that directly impacts future retiree annuities.

The State is required to contribute an amount necessary to make TESRS "actuarially sound" each year, which may not exceed one-third of the total of all contributions made by participating governing bodies in a particular year. The Board rule defining contributions was amended effective July 27, 2014 to add the potential for actuarially determined Part Two contributions that would be required only if the expected future annual contributions from the State are not enough with the Part One contributions to provide an adequate contribution arrangement as determined by the most recent actuarial valuation. This Part Two portion, which is actuarially determined as a percentage of the Part One portion (not to exceed 15 percent), is to be actuarially adjusted near the end of each even-numbered calendar year based on the most recent actuarial valuation. Based on the actuarial valuation as of August 31, 2023, the Part Two contributions are not required for an adequate contribution arrangement.

Additional contributions may be made by governing bodies within two years of joining TESRS to grant up to fifteen years of credit for prior service per member. Prior service must have occurred before the department began participation in TESRS.

A small subset of participating departments has a different contribution arrangement that is being phased out over time. In this arrangement, contributions made in addition to the monthly contributions for active members are made by local governing bodies on a pay-as-you-go basis for members who were pensioners when their respective departments merged into TESRS. There is no actuarial impact associated with this arrangement as the pay-as-you-go contributions made by these governing bodies are always equal to benefit payments paid by TESRS.

Ultimately, the contribution policy also depends upon the total return of the System's assets, which varies from year to year. Investment policy decisions are established and maintained by the board of trustees. For the year ending August 31, 2024, the money-weighted rate of return on pension plan investments was 11.85%. This measurement of the investment performance is net of investment-related expenses, reflecting the effect of the timing of the contributions received and the benefits paid during the year.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

E. Texas Emergency Services Retirement System (Continued)

Contributions

The contribution requirement per active emergency services personnel member per month is not actuarially determined. Rather, the minimum contribution provisions were set by Board rule, and there is no maximum contribution rate. For the measurement year ending August 31, 2024, total contributions (dues, prior service, and interest on prior service financing) of \$36,540 were paid by the City. The State appropriated \$190,395 for the measurement year ending August 31, 2024 to the plan as a whole.

Actuarial Assumptions

The TPL in the August 31, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75% per year
Salary increases	N/A
Investment Rate of Return	7.25%, net of pension plan investment expense, including inflation
Municipal Bond Rate	3.87%
Discount Rate	5.38%

Mortality rates were based on the PubS-2010 (public safety) below-median income mortality tables for employees and for retirees, projected for mortality improvement generationally using projection scale MP-2019. The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future net real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These components are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage (currently 4.60%) and by adding expected inflation (2.75%). In addition, the final 7.25% assumption was selected by rounding down.

The target allocation and expected arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equities		
Large cap domestic	20%	5.71%
Small/mid cap domestic	10%	5.98%
Developed international	15%	6.19%
Emerging markets	5%	7.38%
Global infrastructure	5%	6.63%
Real Estate	10%	4.50%
Multi asset income	5%	3.75%
Fixed Income	30%	1.97%
Cash	0%	0.00%
Total	100.0%	
Weighted Average		4.60%

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

E. Texas Emergency Services Retirement System (Continued)

Discount Rate:

The discount rate used to measure the total pension liability was 5.38%. No projection of cash flows was used to determine the discount rate because the August 31, 2024 actuarial valuation showed that expected contributions would pay the normal cost and amortize the unfunded actuarial accrued liability (UAAL) in 30 years using the conservative level dollar amortization method. Because of the 30-year amortization period with the conservative amortization method and with a lower value of assets, the pension plan's fiduciary net position is expected to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity Analysis

The following presents the NPL of the City, calculated using the discount rate of 5.38%, as well as what the City's NPL would be if it were calculated using a discount rate that is one percentage point lower (4.38%) or one percentage point higher (6.38%) than the current rate:

	1% Decrease in Discount Rate (4.38%)	Discount Rate (5.38%)	1% Increase in Discount Rate (6.38%)
City's total OPEB liability	\$ 1,049,168	\$ 760,214	\$ 532,107

Pension Liability, Pension Expense, and Deferred Outflows/Deferred Inflows of Resources Related to Pensions:

At September 30, 2024, the City reported a liability of \$760,214 for its proportionate share of TESRS NPL. The amount recognized by the City as its proportionate share of the NPL, the related State support, and the total portion of the NPL that was associated with the City were as follows:

City's proportionate share of the collective NPL	\$ 760,214
State's proportionate share that is associated with the City*	190,395
	<u>\$ 950,609</u>

*Calculated using the City's proportionate share of contributions multiplied by the State's share of the collective net pension liability.

At September 30, 2024, the employer's proportion of the collective NPL was .708 percent, which was a decrease of 0.120 percent from its proportion measured as of September 30, 2023.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

E. Texas Emergency Services Retirement System (Continued)

There were no changes of assumptions or other inputs that affected measurement of the TPL during the measurement period.

There were no changes of benefit terms that affected measurement of the TPL during the measurement period.

For the measurement year ended August 31, 2024, the City recognized pension expense of \$290,926. On- behalf revenues and expenses were immaterial and not recognized by the City.

At August 31, 2024, the City reported its proportionate share of the TESRS's deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience (net of current year amortization)	\$ 40,823	\$ -
Changes in actuarial assumptions	270,804	-
Difference between projected and actual investment earnings (net of current year amortization)	25,456	-
Contributions paid to TESRS subsequent to the measurement date	-	-
Total	<u>\$ 337,083</u>	<u>\$ -</u>

The contributions paid to TESRS subsequent to the measurement date of the NPL but before the end of the City's reporting period will be recognized as a reduction of the NPL in the subsequent fiscal year.

The net amounts of the employer's balances of deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30,	
2025	\$ 200,162
2026	149,145
2027	(4,545)
2028	<u>(7,679)</u>
Total	337,083

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

F. Commitments

1. Grant Programs

The city participates in several federal and state-assisted grant programs. Under the terms of these grants, the City is subject to program compliance audits by the grantors or their representatives. Accordingly, the City's compliance with applicable grant requirements will be established at some future date. If future program compliance audits result in questioned or disallowed costs, reimbursements would be made to the grantor agencies.

2. Litigation

The city is a defendant in various lawsuits. It is the opinion of the City's legal counsel and management that there is no potential unasserted claim as of September 30, 2024.

3. Construction Commitments

The city has entered various significant construction commitments that are currently underway. As of September 30, 2024, they are as follows:

Description	Original Commitment	Paid in Previous Years	Paid in Current Year	Balance Due
Governmental Activities				
<i>Administration</i>				
UTRGV Nursing School	\$ 2,000,000	\$ 1,993,134	\$ -	\$ 6,866
Total Administration	2,000,000	1,993,134	-	6,866
<i>Public Safety</i>				
Fire Station	5,000,000	1,264,890	-	3,735,110
Total Public Safety	5,000,000	1,264,890	-	3,735,110
<i>Parks</i>				
Maintenance Building	1,000,000	146,281	26,213	827,506
Total Parks	1,000,000	146,281	26,213	827,506
<i>Streets</i>				
Pharr Tri-City Pedestrian Walkway	2,461,000	849,356	974,436	637,208
Anaya Road	655,000	329,887	-	325,113
Railroad Crossing Replanking	500,000	497,703	-	2,297
Moore Road to Veterans	1,800,000	845,371	14,209	940,420
Total Streets	5,416,000	2,522,317	988,645	1,905,038
Total Commitments - Governmental Activities	<u>\$ 13,416,000</u>	<u>\$ 5,926,622</u>	<u>\$ 1,014,858</u>	<u>\$ 6,474,520</u>

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

F Commitments (Continued)

3. Construction Commitments (Continued)

Description	Original Commitment	Paid in Previous Years	Paid in Current Year	Balance Due
Business-Type				
<i>Utility</i>				
South Detention Pound	\$ 3,882,000	\$ 568,467	\$ 137,183	\$ 3,176,350
South Region Interceptor	3,077,700	1,165,366	18,750	1,893,584
Raw Water Reservoir	4,454,600	571,676	9,275	3,873,649
Water Treatment Plant Upgrade	1,700,000	1,437,100	-	262,900
Waste Water Treat Headworks	787,000	404,901	-	382,099
Total Utility	<u>13,901,300</u>	<u>4,147,510</u>	<u>165,208</u>	<u>9,588,582</u>
<i>Bridge</i>				
Bridge Expansion	45,000,000	10,084,845	5,951,633	28,963,522
FY 16 DAP	14,141,300	3,711,980	-	10,429,320
Commercial Vehicle Parking Area	14,056,900	1,917,559	-	12,139,341
Total Bridge	<u>73,198,200</u>	<u>15,714,384</u>	<u>5,951,633</u>	<u>51,532,183</u>
Total Commitments - Business-Type	<u>87,099,500</u>	<u>19,861,894</u>	<u>6,116,841</u>	<u>61,120,765</u>
Total Commitments	<u>\$ 100,515,500</u>	<u>\$ 25,788,516</u>	<u>\$ 7,131,699</u>	<u>\$ 67,595,285</u>

G. Land available for sale

During FY 2011-2012, the City and PEDC entered into an agreement to buy land for economic development purposes. As of September 30, 2015, the city has a market value of \$8,867,500 in land including demolitions and infrastructure. On February 2012, the City Commission approved to contribute all land that has been purchased to the PEDC, the transfer of all land titles was completed as of September 30, 2013. Per GASB standards, land available for sale should be recorded at a lower of cost or net realizable value (NRV). The City obtained appraisals for the land in January 2017 which indicated that the land was worth \$1,565,698 less than the previous recorded value, a loss of this amount was reported on the financial statements as a special item during that year. The balance of land available for development is recorded as Land Available for Sale in the PEDC fund.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

G. Land available for sale (Continued)

The summary of land available for sale as of September 30, 2024, is shown on the following table:

Description	9/30/2023	Added/ (Removed)	Adjustment	Gain/(Loss) on Appraised Value	9/30/2024
Jackson Development Project	\$ 1,240,000	\$ -	\$ -	\$ -	\$ 1,240,000
Produce Park	420,012	(420,012)	-	-	-
Produce Park	237,109	(237,109)	-	-	-
Produce Park	255,993	-	-	-	255,993
Old Texan Hotel	1,107,686	-	-	-	1,107,686
Water Reservoir Commercial Portion	750,000	-	-	-	750,000
Total Land Available For Sale	<u>\$ 4,010,800</u>	<u>\$ (657,121)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,353,679</u>

H. Related Party

None.

J. Tax Abatements

The City of Pharr negotiates loans, grants, property tax abatement agreements, property tax rebates, and sales tax rebates on an individual basis. These agreements are designed to promote local economic development and redevelopment within the City, estimate commercial activity, promote job creation, generate additional sales tax, and enhance the property tax base and economic vitality of the City. This program is authorized under Chapter 380.001 of the Texas Local Government Code.

The City has entered into various agreements that rebate a percentage of property, sales tax, and employment related reimbursement as well as economic development grants. The reimbursement amounts range per type of agreement once certain milestones are attained.

Abatements as of September 30, 2024, are as follows:

Program Commitment To	Amount Pending	Obligator	Purpose	Length of Time Remaining
City of Pharr	Varies	TIRZ #1	Infrastructure Development	27 Years
City of Pharr	Varies	TIRZ #2	Infrastructure Development	11 Years
Campero Legacy Properties	Varies*	City and PEDC	Commercial Development	4 years
Pharr Town Center	Varies**	City of Pharr	Commercial Development	9 years
CarlMax	\$120,000	PEDC	Commercial Development	3 Years
Top Golf	Varies***	PEDC	Commercial Development	11 Years
Texas NH Management	Varies****	PEDC	Commercial Development	7 Years
Queenstown Park	Varies****	PEDC	Commercial Development	10 Years
OCP Capote	Varies****	PEDC	Commercial Development	7 Years
TOTAL	<u>\$120,000</u>			

* City and PEDC will reimburse a portion of property taxes each year.

** City will reimburse 25% of Sales Tax Received.

*** PEDC will reimburse 50% of total sales tax collected.

**** PEDC will reimburse 50% of property taxes collected.

City of Pharr, Texas
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2024

IV. OTHER INFORMATION (Continued)

K. Subsequent Events

To report subsequent events, management has considered events occurring through September 30, 2025, the date the report was available to be issued, and the following are considered significant to be disclosed:

- The launch of TeamPharr.Net as of the 12,446 active resident accounts, 50 active small business accounts, and 8 active enterprise accounts.
- The City is in the process of entering into a contract with the City of San Juan to provide emergency services.
- The Discretely Presented Component Unit – Jackson Place Apartments – was sold to a third party. This transaction closed in December 2024.
- The PEDC will issue \$5,000,000 in Pharr Economic Development Corporation II Sales Tax Revenue Note (2016 Line of Credit Loan Renewal), Series 2024 to be used to promote local economic development and stimulate business and commercial activity in the City of Pharr, Texas.

L. Changes within the financial reporting entity/error correction

For the current year, the City reported a change in its financial reporting entity. The City previously reported the Debt Service Fund as non-major governmental funds. In the prior year, that classification was required based on quantitative factors. However, that threshold was met in the current year, and management concluded that the fund was significant enough to merit presentation as a major fund for qualitative purposes. Thus, the Debt Service Fund was reclassified to a major fund in the current year.

The City required balance sheet adjustments and revenue reclassifications related to the previous fiscal year for long-term debt liabilities and capital asset depreciation. This error understated the fund balances of the General fund, and Enterprise Fund by, (\$318,839) and \$3,921,302 respectively, and the net position of governmental activities in the government-wide statements.

	9/30/2023 As Previously Reported	Change Within Financial Reporting Entity	Error Correction	9/30/2023 As Restated
Net Position: Government-Wide Statements				
Governmental Activities	\$ 152,347,674	\$ -	\$ (3,812,769)	\$ 148,534,905
Business-Type Activities	146,704,793	-	3,921,302	150,626,095
Total Primary Government	<u>299,052,467</u>	<u>-</u>	<u>108,533</u>	<u>299,161,000</u>
Fund Balances: Governmental Funds				
Major Funds				
General Fund	\$ 16,722,608	-	(318,839)	16,403,769
Economic Development Fund	15,831,991	-	-	15,831,991
Debt Service Fund	-	12,900,261	-	12,900,261
Nonmajor Funds	<u>20,737,038</u>	<u>(12,900,261)</u>	<u>-</u>	<u>7,836,777</u>
Total Governmental Funds	<u>\$ 53,291,637</u>	<u>\$ -</u>	<u>\$ (318,839)</u>	<u>\$ 52,972,798</u>
Fund Balances: Proprietary Fund				
Business-Type Activities				
Business-Type Activities	<u>\$ 146,704,793</u>	<u>-</u>	<u>3,921,302</u>	<u>150,626,095</u>
Total Governmental Funds	<u>\$ 146,704,793</u>	<u>\$ -</u>	<u>\$ 3,921,302</u>	<u>\$ 150,626,095</u>

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REQUIRED SUPPLEMENTARY INFORMATION

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CITY OF PHARR, TEXAS
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	Original	Final		
REVENUES:				
Taxes:				
Property Taxes	\$ 26,794,700	\$ 26,794,700	\$ 25,623,334	\$ (1,171,366)
General Sales and Use Taxes	22,115,700	22,115,700	22,371,291	255,591
Franchise Tax	2,672,900	2,672,900	2,616,057	(56,843)
Other Taxes	299,500	299,500	215,109	(84,391)
Licenses and Permits	1,054,900	1,054,900	1,714,026	659,126
Intergovernmental Revenue and Grants	536,200	536,200	82,112	(454,088)
Charges for Services	5,474,900	5,474,900	5,431,706	(43,194)
Fines	704,000	704,000	698,839	(5,161)
Investment Earnings	65,000	65,000	65,553	553
Other Revenue	418,000	418,000	1,338,258	920,258
Total Revenues	60,135,800	60,135,800	60,156,285	20,485
EXPENDITURES:				
Current:				
General Government	22,587,700	24,804,500	18,947,427	5,857,073
Public Safety	35,528,900	35,748,900	31,579,167	4,169,733
Highways and Streets	5,472,600	5,518,700	5,556,715	(38,015)
Health and Welfare	547,600	559,100	3,729,898	(3,170,798)
Culture and Recreation	9,525,200	9,655,000	9,924,002	(269,002)
Economic Development	995,000	995,000	2,058,417	(1,063,417)
Debt Service:				
Principal on Debt	967,500	967,500	2,462,053	(1,494,553)
Interest on Debt	121,800	121,800	255,814	(134,014)
Other Debt Service	-	-	5,766	(5,766)
Total Expenditures	75,746,300	78,370,500	74,519,259	3,851,241
Excess (Deficiency) of Revenues Over (Under) Expenditures	(15,610,500)	(18,234,700)	(14,362,974)	3,871,726
OTHER FINANCING SOURCES (USES):				
Issuance of Bonds	4,790,100	2,446,100	2,446,100	-
Proceeds from Right-to-Use Leases	-	-	225,076	225,076
Transfers In	12,001,500	12,001,500	16,151,500	4,150,000
Transfers Out	(2,274,300)	(4,021,600)	(9,732,201)	(5,710,601)
Total Other Financing Sources (Uses)	14,517,300	10,426,000	9,090,475	(1,335,525)
Net Change	(1,093,200)	(7,808,700)	(5,272,499)	2,536,201
Fund Balance - October 1 (Beginning)	16,722,608	16,722,608	16,722,608	-
Adjustments and Restatements	-	-	(318,839)	(318,839)
Fund Balance - September 30 (Ending)	\$ 15,629,408	\$ 8,913,908	\$ 11,131,270	\$ 2,217,362

CITY OF PHARR, TEXAS
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	FY 2024 Plan Year 2023	FY 2023 Plan Year 2022	FY 2022 Plan Year 2021
A. Total Pension Liability			
Service Cost	\$ 6,230,076	\$ 6,149,282	\$ 5,640,448
Interest (on the Total Pension Liability)	8,724,041	8,028,121	7,442,313
Changes of Benefit Terms	1,808,026	-	12,390,200
Difference between Expected and Actual Experience	(815,013)	37,652	357,274
Changes of Assumptions	7,667	-	-
Benefit Payments, Including Refunds of Employee Contributions	(6,358,371)	(5,148,741)	(4,882,879)
Net Change in Total Pension Liability	\$ 9,596,426	\$ 9,066,314	\$ 20,947,356
Total Pension Liability - Beginning	127,501,169	118,434,855	97,487,499
Total Pension Liability - Ending	\$ 137,097,595	\$ 127,501,169	\$ 118,434,855
B. Total Fiduciary Net Position			
Contributions - Employer	\$ 4,995,619	\$ 5,312,216	\$ 2,907,748
Contributions - Employee	2,890,028	2,974,839	2,725,135
Net Investment Income	11,588,162	(7,630,390)	11,974,498
Benefit Payments, Including Refunds of Employee Contributions	(6,358,371)	(5,148,741)	(4,882,879)
Administrative Expense	(73,646)	(66,010)	(55,392)
Other	(515)	78,770	379
Net Change in Plan Fiduciary Net Position	\$ 13,041,277	\$ (4,479,316)	\$ 12,669,489
Plan Fiduciary Net Position - Beginning	100,021,866	104,501,182	91,831,699
Plan Fiduciary Net Position - Ending	\$ 113,063,143	\$ 100,021,866	\$ 104,501,188
C. Net Pension Liability	\$ 24,034,452	\$ 27,479,303	\$ 13,933,667
D. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	82.47%	78.45%	88.24%
E. Covered Payroll	\$ 41,286,120	\$ 42,496,767	\$ 38,872,833
F. Net Pension Liability as a Percentage of Covered Payroll	58.21%	64.66%	35.84%

Note: GASB Codification, Vol. 2, P20.146 requires that the data in this schedule be presented for the time period covered by the measurement date rather than the governmental entity's current fiscal year.

FY 2021 Plan Year 2020	FY 2020 Plan Year 2019	FY 2019 Plan Year 2018	FY 2018 Plan Year 2017	FY 2017 Plan Year 2016	FY 2016 Plan Year 2015	FY 2015 Plan Year 2014
\$ 3,749,532	\$ 3,734,670	\$ 3,533,893	\$ 3,320,128	\$ 3,146,078	\$ 2,746,650	\$ 2,377,944
6,184,172	5,838,306	5,493,822	5,161,419	4,880,163	4,587,828	4,321,502
-	-	-	-	-	-	-
(80,063)	(204,752)	(231,976)	677,911	(278,776)	435,455	(63,247)
-	(213,606)	-	-	-	2,330,292	-
(4,217,477)	(3,858,744)	(3,726,672)	(3,736,864)	(3,598,628)	(3,484,627)	(2,547,161)
\$ 5,636,164	\$ 5,295,874	\$ 5,069,067	\$ 5,422,594	\$ 4,148,837	\$ 6,615,598	\$ 4,089,038
91,851,335	86,555,461	81,486,304	76,673,830	72,524,993	65,909,395	61,820,357
\$ 97,487,499	\$ 91,851,335	\$ 86,555,371	\$ 82,096,424	\$ 76,673,830	\$ 72,524,993	\$ 65,909,395
\$ 2,437,328	\$ 2,442,368	\$ 2,312,486	\$ 2,174,506	\$ 1,683,200	\$ 1,649,708	\$ 1,570,743
2,170,945	2,167,600	2,021,401	1,903,877	1,800,699	1,702,972	1,578,431
6,454,440	11,294,135	(2,238,218)	9,059,762	4,148,172	90,733	3,296,861
(4,217,477)	(3,858,744)	(3,726,672)	(3,736,864)	(3,598,628)	(3,484,627)	(2,547,161)
(41,761)	(63,813)	(43,261)	(46,957)	(46,857)	(55,265)	(34,419)
(1,629)	(1,917)	(2,260)	(2,380)	(2,525)	(2,730)	(2,830)
\$ 6,801,846	\$ 11,979,629	\$ (1,676,524)	\$ 9,351,944	\$ 3,984,061	\$ (99,209)	\$ 3,861,625
85,029,853	73,050,224	74,726,749	65,374,805	61,390,744	61,489,953	57,628,328
\$ 91,831,699	\$ 85,029,853	\$ 73,050,225	\$ 74,726,749	\$ 65,374,805	\$ 61,390,744	\$ 61,489,953
\$ 5,655,800	\$ 6,821,482	\$ 13,505,146	\$ 7,369,675	\$ 11,299,025	\$ 11,134,249	\$ 4,419,442
94.20%	92.57%	84.40%	91.02%	85.26%	84.65%	93.29%
\$ 31,013,497	\$ 30,363,171	\$ 28,848,841	\$ 27,417,409	\$ 25,724,265	\$ 24,328,166	\$ 22,531,464
18.24%	22.47%	46.81%	26.88%	43.92%	45.77%	19.61%

CITY OF PHARR, TEXAS
SCHEDULE OF CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE FISCAL YEAR 2024

	2024	2023	2022
Actuarially Determined Contribution	\$ 5,017,057	\$ 5,029,316	\$ 2,674,066
Contributions in Relation to the Actuarially Determined Contributions	(5,017,057)	(5,029,316)	(2,674,066)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 42,453,200	\$ 41,179,621	\$ 38,377,631
Contributions as a Percentage of Covered Payroll	11.82%	12.21%	6.97%

Note: GASB Codification, Vol. 2, P20.146 requires that the data in this schedule be presented as of the governmental entity's respective fiscal years as opposed to the time periods covered by the measurement dates ending December 31 for the respective fiscal years.

2021	2020	2019	2018	2017	2016	2015
\$ 2,777,930	\$ 2,489,627	\$ 2,154,807	\$ 2,134,021	\$ 2,175,593	\$ 2,092,448	\$ 1,980,325
(2,777,930)	(2,489,627)	(2,154,807)	(2,134,021)	(2,175,593)	(2,092,448)	(1,980,325)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 35,342,627	\$ 31,617,123	\$ 30,363,171	\$ 28,848,841	\$ 27,147,409	\$ 25,724,265	\$ 27,723,154
7.86%	7.87%	7.10%	7.40%	8.01%	8.13%	7.14%

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CITY OF PHARR, TEXAS
NOTES TO SCHEDULE OF PENSION CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Valuation Date: Actuarially determined contribution rates are calculated as of December 31, and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	20 years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.6% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10 mortality tables, with 110% of the Public Safety table used for males and the 100% of the General Employee table used for females. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

Other Information: There were no benefit changes during the year.

CITY OF PHARR, TEXAS
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	FY 2024 Plan Year 2023	FY 2023 Plan Year 2022	FY 2022 Plan Year 2021
Total OPEB Liability			
Service Cost	\$ 57,801	\$ 123,241	\$ 128,280
Interest on the Total OPEB Liability	52,014	34,838	34,527
Changes of Benefit Terms	-	-	-
Difference between Expected and Actual Experience	(14,055)	6,279	(13,348)
Changes of Assumptions	70,572	(690,389)	60,787
Benefit Payments*	(33,029)	(42,497)	(38,873)
Net Change in Total OPEB Liability	133,303	(581,086)	171,373
Total OPEB Liability - Beginning	1,271,922	1,853,008	1,681,635
Total OPEB Liability - Ending	\$ 1,405,225	\$ 1,271,922	\$ 1,853,008
Covered Payroll	\$ 41,286,120	\$ 42,496,767	\$ 38,872,833
Total OPEB Liability as a Percentage of Covered Payroll	3.40%	2.99%	4.77%

*The Supplemental Death Benefit Fund is considered to be an unfunded OPEB plan under GASB 75. Because of this benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Note: GASB Codification, Vol. 2, P52.139 states that the information on this schedule should be determined as of the measurement date of the plan.

As required by GASB 75, this schedule will be built prospectively as the information becomes available until 10 years of information is presented.

FY 2021 Plan Year 2020		FY 2020 Plan Year 2019		FY 2019 Plan Year 2018		FY 2018 Plan Year 2017	
\$	80,635	\$	60,726	\$	63,467	\$	51,580
	39,042		41,724		38,083		36,675
	-		-		-		-
	(43,780)		(45,154)		(32,757)		-
	231,003		237,034		(84,452)		94,497
	(9,304)		(9,109)		(8,655)		(8,144)
	297,596		285,221		(24,314)		174,608
	1,384,039		1,098,818		1,123,132		773,916
\$	1,681,635	\$	1,384,039	\$	1,098,818	\$	948,524
\$	31,013,497	\$	30,363,171	\$	28,848,841	\$	27,147,409
	5.42%		4.56%		3.81%		4.14%

CITY OF PHARR, TEXAS
NOTES TO SCHEDULE OF OPEB CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Valuation Date: Actuarially determined contribution rates are calculated as of December 31, and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	N/A
Amortization Method	N/A
Remaining Amortization Period	N/A
Asset Valuation Method	N/A
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	3.77%
Retirement Age	N/A
Mortality	Mortality rates - service retirees: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Mortality rates - disabled retirees: 2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

Other Information: There were no benefit changes during the year.

COMBINING AND INDIVIDUAL FUND
INFORMATION AND OTHER SUPPLEMENTARY
INFORMATION

CITY OF PHARR, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Hotel/Motel	Asset Sharing	Parkland Dedication	Paving & Drainage
ASSETS				
Cash and Cash Equivalents	\$ 825,035	\$ 1,152,046	\$ 145,946	\$ 1,034,866
Accounts Receivable, Net	359,135	-	-	137,514
Notes Receivable, Net	-	-	-	-
Due from Other Funds	-	177,343	-	-
Prepaid Items	-	-	-	-
Restricted Cash with Fiscal Agent	-	-	-	-
Restricted Asset - Intergovernmental Receivable	-	-	-	-
Total Assets	<u>\$ 1,184,170</u>	<u>\$ 1,329,389</u>	<u>\$ 145,946</u>	<u>\$ 1,172,380</u>
LIABILITIES				
Accounts Payable	\$ -	\$ 155,458	\$ -	\$ -
Due to Other Funds	-	-	-	-
Unearned Revenues	-	-	-	-
Escrow Accounts	-	-	-	-
Total Liabilities	<u>-</u>	<u>155,458</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred Revenue - Accounts	-	-	-	107,538
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>107,538</u>
FUND BALANCES				
Nonspendable Fund Balance:				
Prepaid Items	-	-	-	-
Restricted Fund Balance:				
Public Safety	-	1,173,931	-	-
Tourism	1,184,170	-	-	-
Parkland	-	-	145,946	-
Paving and Drainage	-	-	-	1,064,842
Economic Development	-	-	-	-
Unassigned Fund Balance	-	-	-	-
Total Fund Balances	<u>1,184,170</u>	<u>1,173,931</u>	<u>145,946</u>	<u>1,064,842</u>
Total Liabilities, Deferred Inflows & Fund Balances	<u>\$ 1,184,170</u>	<u>\$ 1,329,389</u>	<u>\$ 145,946</u>	<u>\$ 1,172,380</u>

Community Development	Grants	Covid Relief Fund	General Capital Improvements	TIRZ No. 1	TIRZ No. 2	Pharr Housing Finance Corp	Total Nonmajor Special Revenue Funds
\$ 540,409	\$ -	\$ -	\$ -	\$ 4,134,956	\$ 3,464,557	\$ (10,579)	\$ 11,287,236
143,410	-	-	286,922	1,390,697	689,604	-	3,007,282
57,289	-	-	-	-	-	-	57,289
-	-	-	-	-	-	-	177,343
-	-	10,000	-	-	-	-	10,000
-	-	5,840,771	304,957	-	-	-	6,145,728
-	433,365	-	-	-	-	-	433,365
<u>\$ 741,108</u>	<u>\$ 433,365</u>	<u>\$ 5,850,771</u>	<u>\$ 591,879</u>	<u>\$ 5,525,653</u>	<u>\$ 4,154,161</u>	<u>\$ (10,579)</u>	<u>\$ 21,118,243</u>
\$ 94,664	\$ 4,068	\$ 1,882,652	\$ 143,497	\$ -	\$ -	\$ -	\$ 2,280,339
95,475	159,026	-	-	-	538,061	877,467	1,670,029
-	279,867	3,710,298	-	-	-	-	3,990,165
-	-	481,678	1,079,280	-	-	-	1,560,958
<u>190,139</u>	<u>442,961</u>	<u>6,074,628</u>	<u>1,222,777</u>	<u>-</u>	<u>538,061</u>	<u>877,467</u>	<u>9,501,491</u>
57,754	-	-	-	1,390,697	689,604	-	2,245,593
<u>57,754</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,390,697</u>	<u>689,604</u>	<u>-</u>	<u>2,245,593</u>
-	-	10,000	-	-	-	-	10,000
-	-	-	-	-	-	-	1,173,931
-	-	-	-	-	-	-	1,184,170
-	-	-	-	-	-	-	145,946
-	-	-	-	-	-	-	1,064,842
493,215	-	-	-	4,134,956	2,926,496	-	7,554,667
-	(9,596)	(233,857)	(630,898)	-	-	(888,046)	(1,762,397)
<u>493,215</u>	<u>(9,596)</u>	<u>(233,857)</u>	<u>(630,898)</u>	<u>4,134,956</u>	<u>2,926,496</u>	<u>(888,046)</u>	<u>9,371,159</u>
<u>\$ 741,108</u>	<u>\$ 433,365</u>	<u>\$ 5,850,771</u>	<u>\$ 591,879</u>	<u>\$ 5,525,653</u>	<u>\$ 4,154,161</u>	<u>\$ (10,579)</u>	<u>\$ 21,118,243</u>

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CITY OF PHARR, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Debt Service Prior Year Non-Major Fd	Total Nonmajor Governmental Funds
ASSETS		
Cash and Cash Equivalents	\$ -	\$ 11,287,236
Accounts Receivable, Net	-	3,007,282
Notes Receivable, Net	-	57,289
Due from Other Funds	-	177,343
Prepaid Items	-	10,000
Restricted Cash with Fiscal Agent	-	6,145,728
Restricted Asset - Intergovernmental Receivable	-	433,365
Total Assets	\$ -	\$ 21,118,243
LIABILITIES		
Accounts Payable	\$ -	\$ 2,280,339
Due to Other Funds	-	1,670,029
Unearned Revenues	-	3,990,165
Escrow Accounts	-	1,560,958
Total Liabilities	-	9,501,491
DEFERRED INFLOWS OF RESOURCES		
Deferred Revenue - Accounts	-	2,245,593
Total Deferred Inflows of Resources	-	2,245,593
FUND BALANCES		
Nonspendable Fund Balance:		
Prepaid Items	-	10,000
Restricted Fund Balance:		
Public Safety	-	1,173,931
Tourism	-	1,184,170
Parkland	-	145,946
Paving and Drainage	-	1,064,842
Economic Development	-	7,554,667
Unassigned Fund Balance	-	(1,762,397)
Total Fund Balances	-	9,371,159
Total Liabilities, Deferred Inflows & Fund Balances	\$ -	\$ 21,118,243

CITY OF PHARR, TEXAS
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Hotel/Motel	Asset Sharing	Parkland Dedication	Paving & Drainage
REVENUES:				
Taxes:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Other Taxes	1,114,684	-	-	-
Intergovernmental Revenue and Grants	-	1,013,616	-	-
Charges for Services - Other	-	-	105,694	1,160,140
Investment Earnings	-	13,449	1,893	14,972
Other Revenue	10,802	7,543	-	-
Total Revenues	<u>1,125,486</u>	<u>1,034,608</u>	<u>107,587</u>	<u>1,175,112</u>
EXPENDITURES:				
Current:				
General Government	-	-	-	-
Public Safety	-	422,139	-	-
Highways and Streets	-	-	-	51,331
Culture and Recreation	-	-	-	-
Debt Service:				
Principal on Debt	-	-	-	-
Interest on Debt	-	-	-	-
Total Expenditures	<u>-</u>	<u>422,139</u>	<u>-</u>	<u>51,331</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,125,486</u>	<u>612,469</u>	<u>107,587</u>	<u>1,123,781</u>
OTHER FINANCING SOURCES (USES):				
Transfers In	-	-	-	-
Transfers Out	(600,000)	-	-	(1,045,500)
Total Other Financing Sources (Uses)	<u>(600,000)</u>	<u>-</u>	<u>-</u>	<u>(1,045,500)</u>
Net Change in Fund Balance	525,486	612,469	107,587	78,281
Fund Balance - October 1 (Beginning)	658,684	561,462	38,359	986,561
Adjustments and Restatements	-	-	-	-
Fund Balance - September 30 (Ending)	<u>\$ 1,184,170</u>	<u>\$ 1,173,931</u>	<u>\$ 145,946</u>	<u>\$ 1,064,842</u>

Community Development	Grants	Covid Relief Fund	General Capital Improvements	TIRZ No. 1	TIRZ No. 2	Pharr Housing Finance Corp	Total Nonmajor Special Revenue Funds
\$ -	\$ -	\$ -	\$ -	\$ 704,200	\$ 481,100	\$ -	\$ 1,185,300
-	-	-	-	-	-	-	1,114,684
1,159,816	3,029,564	7,170,010	555,802	-	-	-	12,928,808
-	-	-	-	-	-	-	1,265,834
9,775	-	-	-	73,033	62,708	2	175,832
3	-	-	-	-	-	-	18,348
<u>1,169,594</u>	<u>3,029,564</u>	<u>7,170,010</u>	<u>555,802</u>	<u>777,233</u>	<u>543,808</u>	<u>2</u>	<u>16,688,806</u>
770,959	-	7,393,867	5,034	15,000	15,000	10,700	8,210,560
18,780	3,029,564	-	-	-	-	-	3,470,483
-	-	-	1,881,494	-	-	-	1,932,825
-	-	-	4,976,711	-	-	-	4,976,711
295,000	-	-	1,167,708	-	-	-	1,462,708
73,224	-	-	40,545	-	-	-	113,769
<u>1,157,963</u>	<u>3,029,564</u>	<u>7,393,867</u>	<u>8,071,492</u>	<u>15,000</u>	<u>15,000</u>	<u>10,700</u>	<u>20,167,056</u>
<u>11,631</u>	<u>-</u>	<u>(223,857)</u>	<u>(7,515,690)</u>	<u>762,233</u>	<u>528,808</u>	<u>(10,698)</u>	<u>(3,478,250)</u>
-	-	-	6,658,132	-	-	-	6,658,132
-	-	-	-	-	-	-	(1,645,500)
-	-	-	6,658,132	-	-	-	5,012,632
11,631	-	(223,857)	(857,558)	762,233	528,808	(10,698)	1,534,382
481,584	(9,596)	-	226,660	3,372,723	2,397,688	(877,348)	7,836,777
-	-	-	-	-	-	-	-
<u>\$ 493,215</u>	<u>\$ (9,596)</u>	<u>\$ (223,857)</u>	<u>\$ (630,898)</u>	<u>\$ 4,134,956</u>	<u>\$ 2,926,496</u>	<u>\$ (888,046)</u>	<u>\$ 9,371,159</u>

CITY OF PHARR, TEXAS
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Debt Service Prior Year Non-Major Fd	Total Nonmajor Governmental Funds
REVENUES:		
Taxes:		
Property Taxes	\$ -	\$ 1,185,300
Other Taxes	-	1,114,684
Intergovernmental Revenue and Grants	-	12,928,808
Charges for Services - Other	-	1,265,834
Investment Earnings	-	175,832
Other Revenue	-	18,348
Total Revenues	-	16,688,806
EXPENDITURES:		
Current:		
General Government	-	8,210,560
Public Safety	-	3,470,483
Highways and Streets	-	1,932,825
Culture and Recreation	-	4,976,711
Debt Service:		
Principal on Debt	-	1,462,708
Interest on Debt	-	113,769
Total Expenditures	-	20,167,056
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(3,478,250)
OTHER FINANCING SOURCES (USES):		
Transfers In	-	6,658,132
Transfers Out	-	(1,645,500)
Total Other Financing Sources (Uses)	-	5,012,632
Net Change in Fund Balance	-	1,534,382
Fund Balance - October 1 (Beginning)	12,900,261	20,737,038
Adjustments and Restatements	(12,900,261)	(12,900,261)
Fund Balance - September 30 (Ending)	\$ -	\$ 9,371,159

CITY OF PHARR, TEXAS
 COMBINING STATEMENT OF NET POSITION
 INTERNAL SERVICE FUNDS
 SEPTEMBER 30, 2024

	City Garage Fund	Health Insurance Fund	Total Internal Service Funds
ASSETS			
Current Assets:			
Cash and Cash Equivalents	\$ 155,543	\$ (532,471)	\$ (376,928)
Inventories	13,690	-	13,690
Total Current Assets	169,233	(532,471)	(363,238)
Noncurrent Assets:			
Capital Assets:			
Buildings, Net	278,217	-	278,217
Total Noncurrent Assets	278,217	-	278,217
Total Assets	447,450	(532,471)	(85,021)
LIABILITIES			
Current Liabilities:			
Accounts Payable	2,015	-	2,015
Compensated Absences Payable	41,010	-	41,010
Due to Other Funds	5,015	-	5,015
Unearned Revenues	-	81,493	81,493
Total Liabilities	48,040	81,493	129,533
NET POSITION			
Net Investment in Capital Assets and Lease Assets	278,217	-	278,217
Unrestricted	121,193	(613,964)	(492,771)
Total Net Position	\$ 399,410	\$ (613,964)	\$ (214,554)

CITY OF PHARR, TEXAS
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
 INTERNAL SERVICE FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

	City Garage Fund	Health Insurance Fund	Total Internal Service Funds
OPERATING REVENUES:			
Garage Repairs	\$ 1,100,664	\$ -	\$ 1,100,664
Claims	-	6,385,478	6,385,478
Total Operating Revenues	<u>1,100,664</u>	<u>6,385,478</u>	<u>7,486,142</u>
OPERATING EXPENSES:			
Personnel Services	230,645	-	230,645
Contractual Services	790,488	-	790,488
Depreciation	14,467	-	14,467
Self-Insurance Claims	-	6,896,686	6,896,686
Total Operating Expenses	<u>1,035,600</u>	<u>6,896,686</u>	<u>7,932,286</u>
Income (Loss) Before Transfers	65,064	(511,208)	(446,144)
Nonoperating Transfers In	-	362	362
Change in Net Position	65,064	(510,846)	(445,782)
Total Net Position - October 1 (Beginning)	<u>334,346</u>	<u>(103,118)</u>	<u>231,228</u>
Total Net Position - September 30 (Ending)	<u>\$ 399,410</u>	<u>\$ (613,964)</u>	<u>\$ (214,554)</u>

CITY OF PHARR, TEXAS
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	City Garage Fund	Health Insurance Fund	Total Internal Service Funds
<u>Cash Flows from Operating Activities:</u>			
Cash Received from User Charges	\$ 1,100,664	\$ 6,385,478	\$ 7,486,142
Cash Payments for Insurance Claims	-	(6,920,450)	(6,920,450)
Cash Payments for Other Operating Expenses	(1,001,337)	-	(1,001,337)
Net Cash Provided by (Used for) Operating Activities	99,327	(534,972)	(435,645)
<u>Cash Flows from Non-Capital Financing Activities:</u>			
Operating Transfer In	-	362	362
Net Increase (Decrease) in Cash and Cash Equivalents	99,327	(534,610)	(435,283)
Cash and Cash Equivalents at Beginning of the Period	56,216	2,139	58,355
Cash and Cash Equivalents at End of the Period	\$ 155,543	\$ (532,471)	\$ (376,928)
<u>Reconciliation of Operating Income (Loss) to Net Cash</u>			
<u>Provided by (Used for) Operating Activities:</u>			
Operating Income (Loss)	\$ 65,064	\$ (511,208)	\$ (446,144)
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used For) Operating Activities:			
Depreciation	14,467	-	14,467
Effect of Increases and Decreases in Current Assets and Liabilities:			
Decrease (Increase) in Receivables	-	(23,764)	(23,764)
Decrease (Increase) in Inventories	27,711	-	27,711
Increase (Decrease) in Accounts Payable	(7,915)	-	(7,915)
Net Cash Provided by (Used for) Operating Activities	\$ 99,327	\$ (534,972)	\$ (435,645)

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REPORT ON INTERNAL CONTROL
AND COMPLAINE

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Raul Hernandez & Company, P.C.
Certified Public Accountants
5402 Holly Rd., Suite 102
Corpus Christi, Texas 78411
Office (361)980-0482 Fax (361)980-1002

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and
Members of the City Commission
City of Pharr, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Pharr, Texas, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise City of Pharr, Texas's basic financial statements, and have issued our report thereon dated September 30, 2025.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Pharr, Texas's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Pharr, Texas's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Pharr, Texas's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2024-001 that we consider to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Pharr, Texas's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Pharr's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of Pharr's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Raul Hernandez & Company, P.C.

Corpus Christi, Texas

September 30, 2025

Raul Hernandez & Company, P.C.
Certified Public Accountants
5402 Holly Rd., Suite 102
Corpus Christi, Texas 78411
Office (361)980-0482 Fax (361)980-1002

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AND STATE PROGRAM AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM
GUIDANCE AND THE STATE OF TEXAS GRANT MANAGEMENT STANDARDS**

To the Honorable Mayor and
Members of the City Commission
City of Pharr, Texas

Report on Compliance for Each Major Federal and State Program

Opinion on Each Major Federal and State Program

We have audited City of Pharr, Texas' compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and in the State of Texas *Grant Management Standards* that could have a direct and material effect on each of City of Pharr, Texas' major federal and state programs for the year ended September 30, 2024. City of Pharr, Texas' major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Pharr, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal and State Program

We conducted our audit in compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of *Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the State of Texas *Grant Management Standards* ("TxGMS"). Our responsibilities under those standards and the Uniform Guidance and the TxGMS are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Pharr, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance with each major federal and state program. Our audit does not provide a legal determination of City of Pharr, Texas's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Pharr, Texas's federal and state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Pharr, Texas's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance and the TxGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about City of Pharr, Texas's compliance with the requirements of each major federal and state program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance and the TxGMS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Pharr, Texas's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Pharr, Texas's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Pharr, Texas's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the TxGMS. Accordingly, this report is not suitable for any other purpose.

Raul Hernandez & Company, P.C.

Corpus Christi, Texas
September 30, 2025

**CITY OF PHARR, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

A. Summary of Auditor's Results

1. Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that were not considered material weakness?	Yes
Material noncompliance to financial statements noted?	No

2. Federal/State Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that were not considered to be material weaknesses?	No
Type of auditor's report issued on compliance for major programs:	Unmodified

Any audit findings disclosed that are required to be reported in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.516(a) or Texas Grant Management Standards?	No
--	----

Identification of major programs:

	<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
	21.019	Coronavirus Relief Fund
State	N/A	Methodist Healthcare Ministries of South Texas, Inc.
Dollar threshold used to distinguish between Type A and Type B programs:		Federal/State \$750,000
Auditee qualified as low-risk auditee?		No

CITY OF PHARR, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

SECTION I – FINANCIAL STATEMENT FINDINGS

Reference Number	2024-001 Monthly Account Analysis and Year-End Closing
Criteria:	Controls relative to timely close-out of financial statements at year-end should be in place to provide management with the necessary financial information to make appropriate decisions, and to ensure compliance with federal, state and local reporting deadlines.
Condition Found:	A significant amount of time lapsed after year-end, before the financial statements were closed-out. The general ledger required many audit adjustments and reclassifications to both current and prior period adjustments. Preparation of the year-end adjusting journal entries, capital asset schedules, long-term debt schedules, accounts receivables for all funds, accounts payable reconciliations, procurement, cash reconciliations, P-Cards, recording of receipts, collections, review of stale outstanding checks, inventory, and reconciliation of several significant areas were not timely. The City overspent in several budgeted expenditure functions within the year resulting in an continuing operating loss for the General Fund and an current year operating loss for the PEDC.
Context:	These conditions were noted in performing our standard audit procedures.
Effect:	Management assessments and financial decisions, and internal and external financial reporting may be inaccurate because of inaccurate planning and improperly maintained general ledgers.
Cause:	Timely financial statements were not available during the year and at year-end. The City provided us with incorrect year-end trial balances multiple times and this further delayed the audit.
Recommendation:	The City should review its internal controls relating to P-Cards, financial statement accounting and reporting to ensure that timely financial statements are prepared and available for management use, as well as for audit purposes.
Repeat Finding from Prior Year(s):	Yes
Views of Responsible Officials:	See management's corrective action plan.

SECTION II – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

NONE

**CITY OF PHARR, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

FINANCIAL STATEMENT FINDINGS

Reference Number	2023-001 Monthly Account Analysis and Year-End Closing
Criteria:	Controls relative to timely close-out of financial statements at year-end should be in place to provide management with the necessary financial information to make appropriate decisions, and to ensure compliance with federal, state and local reporting deadlines.
Condition Found:	A significant amount of time lapsed after year-end, before the financial statements were closed-out. The general ledger required many audit adjustments and reclassifications to both current and prior period adjustments. Preparation of the year-end adjusting journal entries, capital asset schedules, long-term debt schedules, accounts receivables for all funds, accounts payable reconciliations, procurement, cash reconciliations, P-Cards, recording of receipts, collections, review of stale outstanding checks, inventory, and reconciliation of several significant areas were not timely. The City overspent in several budgeted expenditure functions within the year resulting in an continuing operating loss for the General Fund and an current year operating loss for the PEDC.
Context:	These conditions were noted in performing our standard audit procedures.
Effect:	Management assessments and financial decisions, and internal and external financial reporting may be inaccurate because of inaccurate planning and improperly maintained general ledgers.
Cause:	Timely financial statements were not available during the year and at year-end. The City provided us with incorrect year-end trial balances multiple times and this further delayed the audit.
Recommendation:	The City should review its internal controls relating to financial statement accounting and reporting to ensure that timely financial statements are prepared and available for management use, as well as for audit purposes.
Status of Prior Year Finding:	See current year finding 2024-001.

**CITY OF PHARR, TEXAS
CORRECTIVE ACTION PLAN
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

Corrective Action for Financial Statement Findings

Reference Number 2024-001 Monthly Account Analysis and Year – End Closing

Corrective Action: The City of Pharr's Finance Department and City Management will review internal controls related to this area to ensure timely financial statements are prepared and available for management, use, as well as for audit purposes.

Name of contact person: Jamison Merrick -- Finance Director

Contact: Jamison.merrick@pharr-tx.gov

CITY OF PHARR, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

FEDERAL GRANTOR/ GRANTOR/	PASS-THROUGH PROGRAM or CLUSTER TITLE	Federal CFDA Number	Pass-Through Identifying Number	Entity	Federal Expenditures
U.S. DEPARTMENT OF JUSTICE					
<u>Passed through the Office of the Governor - Criminal Justice Division</u>					
	Human Trafficking Liaison Grant	16.575	15POVC-21GG-00600-ASSI		23,111
	Crime Victims Assistance Program	16.575	2021-CS-21027		86,739
	BulletProof Vest Partnership Program	16.607			30,000
	Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-22-GG-02606-JAGX		21,816
	Tropical Texas Behavioral Health Grant	16.745	15PBJA-21-GG-04291-MENT		133,565
	Public Safety Partnership and Community Policing Grants	16.710	15JCOPS21GG03396UHPX		542,235
	Total Passed through the Office of the Governor - Criminal Justice Division				837,466
<u>Other U.S. Department of Justice</u>					
	Equitable Sharing Program - US Marshal Service (SO)	16.922	112SA1599		80,721
	Total Other U.S. Department of Justice				80,721
	TOTAL U.S. DEPARTMENT OF JUSTICE				918,186
U.S. DEPARTMENT OF HOMELAND SECURITY					
<u>Passed through the Office of the Governor-Homeland Security Grants Division</u>					
	Operation Stonegaren Grant Program	97.067	EMW-2019-SS-00034-S01		302,487
	Total Passed through the Office of the Governor-Homeland Security Grants Division				302,487
<u>Passed through the Office of the Governor-Homeland Security Grants Division-Federal Emergency Management Agency</u>					
	Staffing for Adequate Fire and Emergency Response (SAFER) 2019	97.083	EMW-2019-FF-01465		548,438
	Total Passed through the Office of the Governor-Homeland Security Grants Division-Federal Emergency Management Agency				548,438
	TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY				850,925
U.S. DEPARTMENT OF TRANSPORTATION					
<u>Pass through the Texas Department of Transportation</u>					
	Highway Planning and Construction	20.205			555,802
	STEP - Commercial Motor Vehicle (CMV)	20.600	2023-PharrPD-S-CMV-00043		11,962
	STEP - Comprehensive Grant	20.600	2023-PharrPD-S-1YG-00137		11,959
	STEP - Impaired Driving Mobilization (IDM)	20.614	2023-PharrPD-IDM-0023		12,981
	Click it or Ticket	20.616	2023-PharrPD-CIoT-00053		4,756
	Total Passed through the Texas Department of Transportation				597,460
	TOTAL U.S. DEPARTMENT OF TRANSPORTATION				597,460
U.S. DEPARTMENT OF TREASURY					
<u>Passed through the Texas Division of Emergency Management</u>					
	Coronavirus Relief Fund	21.019	746001875		7,170,010
	Total Passed through the Texas Division of Emergency Management				7,170,010
	TOTAL U.S. DEPARTMENT OF TREASURY				7,170,010
U.S. ENVIRONMENTAL PROTECTION AGENCY					
<u>Passed through the Texas Water Development Board</u>					
	Clean Water State Revolving Fund	66.468			1,250
	Total Passed through the Texas Water Development Board				1,250
	TOTAL U.S. ENVIRONMENTAL PROTECTION AGENCY				1,250
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
<u>Passed through the Texas Department of Agriculture</u>					
	Community Development Block Grant - CDBG FY 18/19	14.218	B-19-MC-48-0507		91,978
	Community Development Block Grant - CDBG FY 19/20	14.218	B-20-MC-48-0507		87,433
	Community Development Block Grant - CDBG FY 20/21	14.218	B-21-MC-48-0507		65,148
	Community Development Block Grant - CDBG FY 21/22	14.218	B-22-MC-48-0507		136,344
	Community Development Block Grant - CDBG FY 22/23	14.218	B-23-MC-48-0507		443,553
	Community Development Block Grant - CDBG FY 23/24	14.218	B-24-MC-48-0507		335,361
	Total Passed through the Texas Department of Agriculture				1,159,816
	TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				1,159,816
	TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 10,697,647

CITY OF PHARR, TEXAS
SCHEDULE OF EXPENDITURES OF STATE AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

STATE GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM or CLUSTER TITLE	Federal CFDA Number	Pass-Through Identifying Number	Entity	State Expenditures
TEXAS OFFICE OF THE GOVERNOR				
<u>Passed through Office of the Governor - Homeland Security Grant Division</u>				
Local Border Security Program (LBSP)	N/A	2023-BL-ST-0016		178,638
Total Passed through Office of the Governor - Homeland Security Grant Division				178,638
<u>Passed through Office of the Attorney General-Grants Division</u>				
Victim Corrdinator & Liaison Grant - (VCLG)	N/A	C-00039		36,667
Total Passed through Office of the Attorney General - Grants Division				36,667
TOTAL TEXAS OFFICE OF THE GOVERNOR				215,305
METHODIST HEALTHCARE MINISTRIES				
<u>Direct Program</u>				
Methodist Healthcare Ministries Grant	N/A			\$ 951,754
TOTAL METHODIST HEALTHCARE MINISTRIES				951,754
TOTAL EXPENDITURES OF STATE AWARDS				\$ 1,167,059

CITY OF PHARR, TEXAS
NOTES TO THE SCHEDULE OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Basis of Presentation:

The accompanying Schedule of Expenditures of Federal and State Awards (Schedule) presents the activity of all the federal and state award activity of the City of Pharr, Texas, under programs of the federal government and the State of Texas for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *Texas Grant Management Standards*. The City's reporting entity is defined in Note I.B. to the City's basic financial statements. All federal and State awards received directly from Federal and State agencies and federal and state awards passed through state agencies are included on the Schedule. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position or changes in net position of City of Pharr, Texas.

Summary of Significant Accounting Policies:

The federal and state grant funds were accounted for in the Grant Fund, a governmental fund type, and in an enterprise fund. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types are accounted for using a current financial resources measurement focus. With the governmental fund type measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental fund types. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e., both measureable and available, and expenditures in the accounting period in which the fund liability is incurred, if measureable, except for certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Enterprise funds are used to account for those operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred, and/or net income is necessary for management accountability. Enterprise funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Federal and State grant funds are generally considered earned to the extent of expenditures made under the provisions of the grant, and accordingly, when such funds are received, they are recorded as deferred revenues until earned.

Indirect Cost Rate:

The City has elected not to use the 10% *de minimis* indirect cost rate as allowed under the Uniform Guidance.

Relationship to Federal Financial Status Reports:

Amounts reported on the Schedule may not agree with the amounts reported in the related Federal financial status reports filed with grantor agencies, because of the effect of accruals made in the Schedule.



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 17, 2025

MEETING DATE: November 3, 2025

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing the City Manager to purchase one (1) Pierce Enforcer Pumper from Siddons Martin Emergency Group, LLC utilizing BuyBoard Cooperative Purchasing Contract Number 746-24 in the amount of \$1,181,890.00. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As part of the adoption of the Fiscal Year 2025-2026 budget, the City Commission authorized the purchase of a current model fire pumper to replace the existing apparatus at Fire Station Number 3. The current apparatus is 10 years old and requires frequent maintenance due to the wear and tear experienced as a front line apparatus.

Staff has solicited a BuyBoard Cooperative Purchasing quote from the Siddons Martin Emergency Group for a current model Pierce Enforcer Pumper in the amount \$1,181,890.00. This proposed apparatus has a 34-35 month lead time for production and it is anticipated that the FD will receive the unit in October of 2027.

Project No. 2526-01-515-P02-01

Fiscal Consideration: Payment for this apparatus will be due in Fiscal Year 2027-2028.

Staff Recommendation: Based on review by this office, staff recommends approval of the purchase of one (1) Pierce Enforcer Pumper from the Siddons Marting Emergency Group utilizing BuyBoard Cooperative Purchasing Contract Number 746-24 in the amount of \$1,181,890.00.

Alternatives: Dis-approve the purchase

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Maritza Magallan
Jamison Merrick

Created/Initiated - 10/17/2025
Approved - 10/17/2025
Approved - 10/20/2025

Ricardo Rodriguez
City Management Office

Approved - 10/22/2025
Final Approval - 10/22/2025

Siddons Martin Emergency Group, LLC
1506 Interstate 35 W
Denton, TX 76207-2402
GDN P115891
TxDMV Dealer License No. A173067



October 16, 2025

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

Proposal For: One (1) Pharr Custom Enforcer Pumper

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

Description	Amount
-------------	--------

Bid 1333: One (1) Pierce-Custom Enforcer Pumper, 2nd Gen
(Unit Price - \$1,180,390.00)

Delivery within 34-35 months of order date
 QUOTE # - SMEG-0010464-3

Vehicle Price	\$1,180,390.00
1333 - UNIT TOTAL	\$1,180,390.00
SUB TOTAL	\$1,180,390.00
BuyBoard 746-24 (FIRE)	\$1,500.00
TOTAL	\$1,181,890.00

Price guaranteed until 11/14/2025

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

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

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

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

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

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

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

Sincerely,



Chris Navarrete

I, _____, the authorized representative of Pharr Fire Rescue, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Proposal for **Pharr Fire Rescue**

Prepared by **Chris Navarrete**

10/16/2025



PERFORM. LIKE NO OTHER.™

Siddons-Martin Emergency Group is pleased to submit a proposal to Pharr Fire Rescue for a **Pierce® triple combination pumper** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then, we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication but are subject to change without notice. Images and illustrative material are for reference only and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested

and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to ensure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least five (5) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. A link to the video is also available on the Pierce Training website. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power, nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Siddons-Martin Emergency Group by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in

Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operator's manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

Commercial General Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

Commercial Automobile Liability Insurance

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:	\$1,000,000
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Umbrella/Excess Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:	\$3,000,000
Each Occurrence:	\$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

Product Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

Umbrella/Excess Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:	\$25,000,000
Aggregate:	\$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

SPECIAL INSTRUCTIONS

The apparatus being proposed will be designed and built to match the 37600. However, some variation may be necessary due to changes in our manufacturing processes or our product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.

NFPA 2024 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

BID BOND NOT REQUESTED

A bid bond will not be included. If requested, the following will apply:

All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND, 1 YEAR

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 100% percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce

accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 187.50.

GVW RATING

The gross vehicle weight rating will be 46,500.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Michelin 425/65R22.50 radials, load range L, XZY3 wide base tread, rated for 22,800 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10) stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-26-185, with a capacity of 27,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 52.50" long, 12-leaf pack with a ground rating of 27,000 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

SHOCK ABSORBERS

Heavy-duty telescoping Koni shock absorbers will be provided on the rear axle.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

The rear suspension will be provided with an auxiliary spring package.

REAR TIRES

Rear tires will be four (4) Michelin 315/80R22.50 radials, load range L, XDN2 Grip traction tread, rated for 33,080 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

Wheel Chock Brackets

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire.

ELECTRONIC STABILITY CONTROL

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

AIR COMPRESSOR, BRAKE SYSTEM

The air compressor will be a Wabco single piston compressor with a 26.8 CI displacement.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

The air tanks will be painted same as frame color.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be a Bendix AD-9 air dryer, with spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET/OUTLET

One (1) air inlet/outlet will be installed with the female coupling located at the left side pump panel (Match 37600). This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a needle valve.

A mating male fitting will be provided with the loose equipment.

The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.

AIR COMPRESSOR - BRAKE SYSTEM MAINTENANCE

A Kussmaul, Model 091-9HP, air compressor will be provided. It will be driven by the 120-volt shoreline electrical system and will be located BEHIND DRIVER SEAT. The compressor will maintain the air pressure in the chassis air brake system while the vehicle is not in use. A pressure switch will sense when the system pressure drops and automatically start the compressor, which then will run until pressure is restored.

REMOTE AIR TANK DRAIN

There will be a remote mounted quarter turn drain valve installed on each air supply reservoir. The drain valve will be actuated from the underside of the driver side body corner. A 0.375" air line will be provided between each drain valve and the reservoirs.

COMPRESSION FITTINGS ONLY

Any nylon tube on the apparatus that is pneumatic will be plumbed with compression type fittings where applicable. Push lock fittings will not be acceptable for any pneumatic nylon tube plumbing.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Paccar
Model:	MX
Power:	510 hp at 1600rpm
Torque:	1850 lb-ft at 1000rpm
Governed Speed:	1900 rpm
Emissions Certification:	EPA 2027
Fuel:	Diesel
Cylinders:	Six (6)

Displacement:	13.7L
Starter:	DP60
Fuel Filters:	Dual cartridge style with check valve, water separator, and water in fuel sensor

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

The compression release brake option is a fully integrated MX engine braking system. It utilizes the turbocharger and back pressure valve, but adds in a hydraulically operated compression brake to increase overall retarding power.

To maximize the effectiveness of the compression brake the MX engine brake system works in conjunction with the turbocharger and back pressure valve.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.

The ember separator will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will extend 2.00" past the body rub rail. The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

RADIATOR

The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at rear of chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left hand and right hand sides of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A .50" diameter vent will be provided running from top of tank to just below fuel fill inlets.

The tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

Servicing the fuel tank pick-up tubes and fuel gauge sending unit will be capable of being accomplished by draining fuel and dropping tank.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 7.3 gallon diesel exhaust fluid (DEF) tank will be provided and mounted under the cab on the driver's side.

A fill inlet will be provided on the driver's side of the cab. The lift up door will be spring loaded and be painted.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

TRANSMISSION

An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
6th	0.64 to 1.00
R	4.80 to 1.00

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Paccar hydraulic pump with integral pressure and flow control. All power steering lines will have wire braided lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: PHARR

The second row of text will be: FIRE

The third row of text will be: RESCUE

BUMPER

A one (1)-piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 26.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel..

The bumper will be metal finished and painted to match the lower job color of the apparatus.

Gravel Pan

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will be 13.00" deep with a capacity of 200' of 1.50" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

Center Hose Tray Cover

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be "notched" allowing the hose to be pre connected to hose connection.

The cover will be attached with a stainless steel hinge.

A D-ring latch will secure the cover in the closed position and a pneumatic stay arm on each side will hold the cover in the open position. The arm will be located right side.

TOW HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

UL-LX® COATING - FRONT BUMPER

Protective UL-LX coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange. The protective coating will be red in color.

The lining will be properly installed by an authorized UL-LX dealer.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a minimum 0.090" front skin thickness, and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The centerline of front axle to the rear of the cab will be 70.00" long.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure between 45.00" and 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.

SIDE OF CAB MOLDING

Chrome molding will be provided on both sides of cab.

MIRRORS

A Retrac Aerodynamic, Model 613295, dual vision, motorized, west coast style mirror with chrome finish will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be adjustable with a remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for

the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

Door Panels

The inner cab door panels will be constructed out of painted aluminum.

There will be a bright aluminum treadplate scuffplate installed on the lower portion of the cab doors, in the step well area.

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with red LED lights. The lights will be activated by the same means as the body perimeter scene lights. The LED lights may be load managed.

STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left side cab access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side cab access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

CREW CAB WINDOWS

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.

WINDSHIELD WASHER FILL NECK LOCATION

The windshield washer fill neck will be located behind the officer side modesty panel. A drop down hinged door with a quarter turn latch will be provided to conceal the fill neck.

This area will be blocked off from the power distribution area next to it to prevent fluid from damaging the electrical components.

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be constructed of metal and painted black.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will be dual action sander finish.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with black 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz black vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted black, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with easy to clean, anti-microbial Lonseal®, Lonplate® II, Gun Black vinyl flooring. The durable top surface material will have an embossed treadplate pattern to provide slip resistance. All seams and edges will be sealed to be impermeable to moisture.

Additionally, the material has a 0.25" thick closed cell foam (no water absorption) under lument which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be no auxiliary heater provided in the rear facing seat risers.

Air Conditioning

A 13.10 cubic inch compressor will be installed on the engine.

A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable. The condenser cover to be painted to match the cab roof.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a formed plastic cover.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #13.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLES

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHTS

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) Southco C2 black powder coated flush latch will be provided on the access door.

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

Frontal Impact Protection

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

Side Roll Protection

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be six (6).

DRIVER SEAT

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a fixed type, with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

RADIO COMPARTMENT

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with one (1) Southco C2 black powder coated flush latch will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING LEFT SIDE CABINET

A forward facing cabinet will be provided in the crew cab located at the left side outboard position.

The cabinet will be 22.00" wide x 60.00" high x 16.25" deep with one (1) Gortite rollup door with satin anodized finish, non-locking. The frame to frame opening of the cabinet will be 19.50" wide x 54.75" high. The minimum clear door opening will be 16.75" wide x 48.87" high.

The cabinet will include two (2) infinitely adjustable shelves with a 0.75" up-turned lip painted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

FORWARD FACING CENTER SEATS

There will be two (2) forward facing seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat backs will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seats will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING RIGHT SIDE CABINET

A forward facing cabinet will be provided in the crew cab located at the right side outboard position.

The cabinet will be 22.00" wide x 60.00" high x 16.25" deep with one (1) Gortite rollup door with satin anodized finish, non-locking. The frame to frame opening of the cabinet will be 19.50" wide x 54.75" high. The minimum clear door opening of the cabinet will be 16.75" wide x 48.87" high.

The cabinet will include two (2) infinitely adjustable shelves with a 0.75" up-turned lip painted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

SEAT UPHOLSTERY

All seat upholstery will be leather grain 36 oz black vinyl resistant to oil, grease and mildew. The cab and tiller cab (if applicable) will have six (6) seating positions.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of five (5) SCBA brackets.

ACCESS DOOR

An access door will be provided in the front edge of each rear facing seat riser with a drop down door. The drop down door will be provided with a Southco C2 black powder coated flush latch and painted to match the cab interior. There will be knockouts provided on the door of the cabinet for ventilation.

STORAGE COMPARTMENT IN CREW CAB

There will be two (2) compartment(s) to enclose the forward facing center seat riser forward facing seat riser(s). The enclosure will be made of aluminum and painted to match the cab interior. An aluminum drop down door will be provided on the front of the enclosure to gain access to the compartment. Each door will include flush lift and turn latch.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach® D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET HOLDER

There will be three (3) On Scene Talon, Model 92510, helmet holder bracket(s) provided in the cab. Each bracket will provide quick access and secure storage of the helmet.

The bracket location(s) will be determined at time of final inspection.

CAB DOME LIGHTS

There will be four (4) Weldon, 808* series, dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS

The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed.

The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.

HAND HELD LIGHT

There will be two (2) 12v Streamlight, Fire Vulcan, Model #44451, lights mounted rear of the engine tunnel, (1) each side of the fluid inspection door.

Each light housing will be orange in color and be provided with a C4 LED and two (2) ultra bright blue tail light LEDs. The tail light LEDs will have a dual mode of blinking or steady.

Vehicle mount with 12VDC direct wire charging rack.

Quick release buckle strap will be included.

CAB INSTRUMENTATION

The cab instrument panel include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
 - Low volts (11.8 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - High volts (15.5 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - Very low volts (11.3 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
 - Very high volts (16.0 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
 - Low fuel (1/8 full)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - Very low fuel (1/32 full)
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
 - Low oil pressure to activate engine warning lights and alarms
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
 - High transmission oil temperature activates warning lights and alarm
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
 - High engine temperature activates an engine warning light and alarms
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
 - Low fluid (1/8 full)

- Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls will be provided.

Windshield wiper control will have high, low and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)

- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The built-in switch panels will be located in the lower console or overhead console of the cab.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

WIPER CONTROL

For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, an intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when not in use.

CAB USB

There will be four (4) USB terminations with a combination USB type A & C, wired to switched battery power, provided per the following:

- One (1) within reach of the driver
- One (1) within reach of the passenger
- Two (2) on the rear of the engine tunnel, one (1) each side.

This circuit may be load managed.

RADIO, AM/FM/WB/USB/BT

There will be one (1) Aptiv, Heavy-Duty, AM/FM/WB with front panel USB port, integrated BlueTooth.

The radio will have the following features:

- Built-in Bluetooth® profile is selectable between Audio Streaming and/or Hands-Free phone operation (utilizing the vehicle's audio system and a remote mic* - up to 10 devices can be easily stored in the radio memory for fast pairing)
- Front Panel USB port - gives a direct connect location for memory devices w/USB interface, to play stored music and/or charge the device and have iPod® control through the radio

- Back-lit Display Lighting - Green
- PA Function (PA microphone and cable sold separately)

The stereo radio will be mounted per switch panel layout.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab.

The type and location of the antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 158 degrees Fahrenheit
- LCD optically bonded to hardened AR glass lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
 - Faults
 - Listed by order of occurrence
 - Allows to sort by system
 - Interlock
 - Throttle Interlocks
 - Pump Interlocks (if equipped)
 - Aerial Interlocks (if equipped)
 - PTO Interlocks (if equipped)

- Load Manager
 - A list of items to be load managed will be provided. The list will provide a description of the load.
 - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
 - The screen will indicate if a load has been shed (disabled) or not shed.
 - "At a glance" color features are utilized on this screen.
- Systems
 - Command Zone
 - Module type and ID number
 - Module Version
 - Input or output number
 - Circuit number connected to that input or output
 - Status of the input or output
 - Power and Constant Current module diagnostic information
 - Foam (if equipped)
 - Pressure Controller (if equipped)
 - Generator Frequency (if equipped)
- Live Data
 - General Truck Data
- Maintenance
 - Engine oil and filter
 - Transmission oil and filter
 - Pump oil (if equipped)
 - Foam (if equipped)
 - Aerial (if equipped)
- Setup
 - Clock Setup
 - Date & Time
 - 12 or 24 hour format
 - Set time and date
 - Backlight
 - Daytime
 - Night time
 - Sensitivity
 - Unit Selection
 - Home Screen
 - Virtual Button Setup
 - On Scene Screen Setup
 - Configure Video Mode
 - Set Video Contrast
 - Set Video Color
 - Set Video Tint
- Do Not Move

- The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
 - Driver Side Cab Door
 - Passenger's Side Cab Door
 - Driver Side Crew Cab Door
 - Passenger's Side Crew Cab Door
 - Driver Side Body Doors
 - Passenger's Side Body Doors
 - Rear Body Door(s)
 - Ladder Rack (if applicable)
 - Deck Gun (if applicable)
 - Light Tower (if applicable)
 - Hatch Door (if applicable)
 - Stabilizers (if applicable)
 - Steps (if applicable)
- Notifications
 - View Active Alarms
 - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
 - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Internal clock syncs the time and date when a laptop is connected

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm
- FAULT = Blue LED indicator illuminated

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
 - and there is any occupant seated but not buckled or any belt buckled with an occupant.
 - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM

A Setcom MS-900MAX-16 wireless intercom master station will be provided and mounted Behind driver's seat.

The system will have the following features:

- Up to 7 radio transmit and/or intercom positions
- 16 separate talk-group channels
- Range: Up to 1,500 feet (line of sight)

RADIO / INTERCOM INTERFACE CABLE

The apparatus manufacturer will supply and install one (1) radio interface cable before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Motorola High Power, Model Motorola APX 7500 HP

WIRELESS INTERCOM HEADSET

There will be five (5) Setcom, Model CSB-900MAX-16, headset(s) provided Driver, Officer, RS Rear Facing, LS Rear Facing, and centered between Forward Facing seat . Each headset location will include a 12 volt DC charging pigtail with plug.

Each headset will feature:

- Radio Transmit for LibMAX system
- Number of Users per Channel seven (7)
- Channels / Talk Groups sixteen (16)
- Dual Ear Muff-Behind the Head
- Always Live on Intercom
- Radio Push-to-Talk and Volume Control in the Headset

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed passenger side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the officer seat. A weatherproof cap will be installed on the mount.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.
- One (1) camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal.

The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be not provided.

The following components will be included:

- One (1) SV-CW134639CAI Rear Camera
- Two (2) CS134404CI Side Cameras
- All necessary cables

Camera Switcher

There will be one (1), HMU318 HD Image Processor multiplexer, 4 channel camera video switcher with remote control provided to allow single, dual, triplex, quad, trefoil, Y split and PIP view display modes on the vehicle information center display provided. The switcher will have one (1) CVBS, Composite Video Blanking and Sync, standard Definition video output and one (1) AHD, Analog High Definition video output for High Definition cameras.

RECESS REAR CAMERA

A rear camera recess will be provided in the center at the rear.

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains

critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40 degrees Celsius to +70 degrees Celsius
- Storage temperature from -40 degrees Celsius to +70 degrees Celsius
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every

input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a white WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted

electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

- Engine oil and filter
- Transmission oil and filter

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.

3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

Five (5) 12 volt, Stryten/Exide, Model 31S950X3W, group 31 batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Rating of 4750 CCA at 0 degrees Fahrenheit
- 950 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

ISOLATED BATTERY

One (1) 12 volt, Exide, Model 31S950X3W, battery will be provided for voltage sensitive components. A battery isolator appropriately suited for the battery capacity will be supplied.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a Kissling, red master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

INVERTER / BATTERY CHARGER

There will be a Xantrex part number 817-1050, 1000W inverter/charger with internal 30A transfer relay provided.

This inverter will be rated at 750 watts to meet NFPA requirements.

The inverter will be connected to the batteries through proper fusing and also to shoreline AC power.

An auto transfer switch will allow AC loads connected to the inverter to be powered from the battery whenever shoreline AC power is not available, and the main chassis battery switch is on. If shoreline AC power is available, the battery charger function will be active and the AC loads connected.

The battery charger output will be a maximum of 18V DC at 50A (selectable).

The battery charger/inverter will be located in the left side forward body compartment located on the left wall as high as practical.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include yellow weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to battery charge and receptacles.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

ALTERNATOR

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

RELOCATE REAR COMMAND ZONE POWER DISTRIBUTION

The Command Zone™, power distribution modules at the rear of the truck will be relocated so the bottom of the rear power distribution box is mounted at or above the lowest point of the rear substructure.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicle's 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
 - If enabled:

- "Load Man Hi-Idle On" will display on the information center.
- Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
 - ON = not shed
 - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be a HiViz, P/N FT-4X6-4KIT, that includes four (4) 4.00" high x 6.00" long rectangular LED lights with parking lamp illumination around the outside of the lamps mounted in the front quad style, chrome housing on each side of the cab grille:

- The outside lamp on each side will contain P/N FT-4X6-HL with low beam LEDs.
- The inside lamp on each side will contain P/N FT-4X6-H with high beam LEDs.
- The lights will be controlled through the headlight switch.

DIRECTIONAL LIGHTS

There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS

The forward facing clearance lights will be included with the visor scene light.

The front side clearance lights/directional lights will be included with the lights, directional/marker, cab, front lower side.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle

- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M92BTT, 6.50" high x 10.40" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M92T, 6.50" high x 10.40" wide x 1.40" deep directional lights with amber LEDs.
 - The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be the same as the LEDs.
- The lights to include chrome trim.

There will be two (2) Whelen® Model M92BU, 6.50" high x 10.37" wide x 1.37" deep backup lights with white LEDs, clear lenses and chrome trim provided.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when a switch within reach of the driver is activated, the parking brake is applied, the left side directional is activated, activating the left side facing perimeter lights with a 5-second delay after directional is deactivated and the right side directional is activated, activating the right side facing perimeter lights with a 5-second delay after directional is deactivated.

ADDITIONAL PERIMETER LIGHTS

There will be two (2) lights Amdor®, Model AY-LB-12HW012, 190 lumens each, 12.00" white LED perimeter light(s) provided one (1) light under compartment LS1 and one (1) light under compartment RS1.

These lights will be activated the same as the body perimeter lights.

ENHANCED SOFTWARE FOR PERIMETER LIGHTS

All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected.

The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.

STEP LIGHTS

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

These step lights will be actuated with the pump panel light switch.

All steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.

12 VOLT LIGHTING

There will be a HiViz®, Model FT-B-72-ML-*, 2.56" high x 75" long x 2.45" deep 28,512 raw lumens 12 volt DC light provided on the front cab roof as far forward as practical.

The light will include the following:

- 54 white scene LEDs configured in spot and flood optics
- three (3) amber LED identification lights

- two (2) amber LED clearance lights

The painted parts of the light housing and brackets to be black.

The light will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The scene LEDs may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz®, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.78" deep light(s) with white LEDs installed on the cab centered above the right side crew cab window. The light(s) to include chrome optic holders, chrome bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz®, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.78" deep light(s) with white LEDs installed on the cab centered above the left side crew cab window. The light(s) to include chrome optic holders, chrome bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING - BODY

There will be two (2) HiViz®, Model FT-GESM, surface mount, 20,500 equivalent lumens, 8.65" high x 10.61" wide x 2.78" deep with white LED's installed on the body inboard of the upper side rear zone warning lights on the left side extended side sheet. The light(s) to include chrome optic holders, chrome bezels and black fixture body. The light(s) will be activated by the same control that has been selected for the left side scene light(s).

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING - BODY

There will be two (2) HiViz®, Model FT-GESM, surface mount, 20,500 equivalent lumens, 8.65" high x 10.61" wide x 2.78" deep with white LED's installed on the body inboard of the upper side rear zone warning lights on the right side extended side sheet. The light(s) to include chrome optic holders, chrome bezels and black fixture body.

The light(s) will be activated by the same control that has been selected for the right side scene light(s).

The light(s) may be load managed when the parking brake is applied.

HOSE BED LIGHTS

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in the current edition of applicable NFPA standards for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a stainless steel cup switch located at the rear no more than 72.00" from the ground.

REAR SCENE LIGHTS

There will be two (2) HiViz®, Model FT-GESM, 8.50" high x 10.51" long x 2.75" deep 20,500 equivalent lumens light with white LEDs and trim installed at the rear of the apparatus, high on the left and right side rear body bulkhead under the upper rear zone warning lights.

The lights will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel, by a switch at the driver's side pump panel and by a cup switch at the driver's side rear bulkhead.

The trim color will be trim shall be chrome

WALKING SURFACE LIGHTS

There will be white 12 volt DC LED light strip provided to light the cargo and dunnage areas.

- One (1) light strip will be installed under the flange, full length of the front cargo area.

The light will be activated when the body step lights are on.

WATER TANK

Booster tank will have a capacity of 1000 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of 0.50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a 0.25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

POLY TANK NOTCH

A notch will be provided at the front of the poly water tank. The notch will be large enough for hose, hydraulic lines, or electrical wiring at the front of the hose bed.

SLEEVE PLUMBING THROUGH TANK

Two (2) sleeves will be provided in the water tank for a 3.00" pipe and a 5.00" pipe to the rear.

HOSE BED

The hose bed will be fabricated of 0.125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Upper and rear edges of side panels will have a double break for rigidity, a split tube finish will not be acceptable.

The upper area at the rear of the hose bed will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

The hose bed interior walls will be unpainted and dual action finished.

Hose bed will accommodate 300' of 2.5", 300' of 2.5", 1200' of 5.00".

HOSE BED DIVIDER

One (1) hosebed divider will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

HOSE BED HOSE RESTRAINT

A black hosebed cover will be furnished on the top of the hosebed with jacket snap fasteners at the front and jacket snap fasteners on the sides. The vinyl hosebed cover will be connected to the rear flap hose restraint.

A vinyl flap will be connected to the restraint at the top of the hose bed. At the bottom of the flap, spring clip and hook will be provided. The bottom of the flap will be not weighted.

There will be one (1) additional hose bed dividers furnished.

Each divider will be constructed of a .25" brushed aluminum sheet.

Partition will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening two (2) bolts, one (1) at each end and located Left side on top of the HB shelf.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.

SHELF, IN HOSE BED

There will be one (1) shelves, constructed of aluminum hosebed grating, provided for hose or equipment storage inside the hose bed. The shelves will be mounted between the hose bed side sheet and one (1) adjustable hose bed divider and located left side of hose bed, 9" clear below and 28.00" clear side to side for Little Giant storage..

The left side hose bed side sheet will be moved out to the far outside of the body compartment increasing the hose bed width.

Over the seam between the side sheet and the body, chrome and black vinyl molding will be provided.

The right side hose bed side sheet will be moved out to the far outside of the body compartment increasing the hose bed width.

Over the seam between the side sheet and the body, chrome and black vinyl molding will be provided.

RUNNING BOARDS

Running boards will be fabricated of 0.125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced 0.50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

The center rear wall will be inset 16" from the body bulkhead rear walls.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

REAR TOW EYES

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

REAR TOW BAR

One (1) tow bar will be installed under the tailboard.

The tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

RUNNING BOARD HOSE RESTRAINT

A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. Two (2) hose trays will be located one (1) in each side running board.

HOSE TRAY

Two (2) hose trays will be made free floating one (1) in each side running board.

The tray(s) will be flanged and drop in from the top. The rear corner at the base of tray will be tapered. No fasteners will be used to secure the tray(s).

Capacity of the tray will be Capacity of the tray will be 25' of 5.00" hose..

Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat or equivalent to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 65.13" high x 25.88" deep. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 31.38" high x 25.88" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 66.13" high x 25.88" deep. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by R-O-M Corporation.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concave to help loose equipment fall to the ground and prevent it from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

A non-locking liftbar to be provided for each roll-up door. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door.

Each door will have a 4.00" counter balance to assist in lifting.

A heavy-duty magnetic switch will be used for the control of open compartment door warning lights.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 54.13" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 44.38" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

The rear roll up door will be double faced aluminum construction, anodized satin finish and manufactured by R-O-M Corporation.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concaved to help loose equipment fall to the ground and prevent loose equipment from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

A non-locking liftbar to be provided for each roll-up door. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door.

Each door will have a 4.00" counter balance to assist in lifting.

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

ROLL-UP DOOR TRIM

The exterior of the aluminum trim around the door opening will be painted job color.

There will be six (6) compartments with the trim painted.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be four (4) sets of tracks for mounting shelf(s) in LS1, LS3, RS1 and RS3. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be unpainted with a natural finish.

ADJUSTABLE SHELVES

There will be eight (8) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum with a brushed finish with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in LS1 at the depth transition point, in RS1 at the transition point, in RS3 at the transition point, in RS3 in the upper third, in RS1 in the upper third, in LS3 in the upper third, in LS1 in the upper third and in LS3 at the depth transition point.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be two (2) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum with a brushed finish.

There will be two undermount-roller bearing type slides rated at 250 lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1 and LS1.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick without holes in the board.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the back of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

The board will have a D-ring handle to secure it in the stowed position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be with a brushed finish and installed LS2 (from partition wall to right wall).

SWING OUT TOOLBOARD

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The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

The board will have a D-ring handle to secure it in the stowed position

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be with a brushed finish and installed RS2 .

VERTICAL COMPARTMENT PARTITION

One (1) partition will be bolted in Partition LS2 will be 20" away from wall that is towards the front of the truck. . Each partition will be Partition LS2 will be full height 20" away from forward interior wall. vertical height of the compartment. Each partition will be with a brushed finish.

TOOLBOARD

There will be 3/16" thick aluminum toolboard (no holes) with a brushed finish installed on the back wall of six (6) compartment(s). It will be mounted using two (2) horizontal tracks. Retainers will be used to mount the toolboard to the tracks. The toolboard will be installed the full height of the upper standard depth section of the back wall. Toolboard will be installed in the following compartment(s): LS1, LS2, LS3, RS1, RS2 and RS3.

ROLLED HOSE STORAGE

There will be a rack installed for storing three (3) rolled hoses in the in LS3 compartment mounted on floor towards right side of the compartment compartment.

The rack will be fabricated from .125" aluminum, painted to match the compartment interior. The size and length of the hoses will be each slot needs to be 3" wide and up to the transition point in height.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

BODY FENDER LINER

A aluminum painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

HARD SUCTION HOSE

Two (2) lengths of 6.00" clear corrugated PVC hard suction hose, 10' in length, will be provided. The hose will be equipped with a 5" Storz coupling on each end. Couplings will be hard coated aluminum.

HOSE TROUGH

A quantity of two (2) hard suction hoses will be carried in troughs, mounted side by side inside the hose bed, located on the right side of hose bed.

Troughs will be constructed of stainless steel.

This option will include a hosebed divider.

A hook and loop strap will be provided at the rear of the troughs to contain the hard suction hose.

A section of hose bed grating is provided above the storage area.

HANDRAILS

The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a red LED light. The handrails will be activated by the same means as the cab handrail light controls.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.

HANDRAILS

One (1) Hansen LED lit knurled aluminum vertical handrail will be located on each rear beavertail. The handrail will be lit with a red LED light. The hand rail will be activated by the same means as the cab handrail light controls.

Stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

HANDRAIL

One (1) horizontal handrail will be provided below the hose bed at the rear of the apparatus.

The handrail will be Hansen LED backlit knurled aluminum. The handrail will be lit with a white LED light. The handrail will be activated by the same means as the cab handrail light controls.

Stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

EXTINGUISHER/AIR BOTTLE/ STORAGE (TRIANGULAR)

A total of one (1) extinguisher/air bottle/storage compartments will be provided on the left side forward of the rear wheels. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black rubber matting will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a Southco M1 series 25 push to close latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (TRIPLE)

A quantity of one (1) air bottle compartment designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the right side forward of the rear wheels. A painted stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

Air Bottle Compartment Strap

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of one (1) air bottle compartment, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the right side rearward of the rear wheels. The triangular door to cover the double air bottle opening and the fuel tank access. A painted stainless steel door with a Southco M1 Series 25 lift and turn compression latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

EXTENSION LADDER

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

LADDER STORAGE

The ladders will be stored inside the upper section of the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges. The section of ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclose the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides.

A vertically hinged smooth aluminum door with a D-handle latch will be provided at the rear bulkhead to access the ladders. The door will be hinged along the inboard edge.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

FOLDING LADDER STORAGE

There will be storage designated right side for folding ladders stored between the side sheet in a stainless steel trough in the ladder storage compartment.

BACKBOARD STORAGE

One (1) trough for storage of a backboard will be provided in the existing ladder storage compartment.

The size of the backboard to be stored will be 72.00" long x 18.00" wide x 2.00" high.

PIKE POLE PROVIDED BY FIRE DEPARTMENT

The pike poles are not on the apparatus as manufactured. The fire department will provide and mount the pike poles.

There will be one (1) pike pole(s) provided. The pike pole(s) will be a Duo-Safety 10' pike pole.

6' PIKE POLE

There will be one (1) Fire Hooks Unlimited NY roof hook RH-6, 6' pike pole(s) with steel handles and pry end provided inside Ladder Storage.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of one (1) pike pole and will be located ladder storage. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided. The pike pole tube will be notched to allow a New York style pike pole to fit into the tube.

BELL

One (1) South Park chrome plated, 12.00" bronze cast bell, complete with an eagle, will be mounted on the passenger's side of the front bumper extension. This bell will be equipped with an electric striker.

Two (2) switches will activate the striker, driver side and officer side switch panels.

FOLDING STEPS FRONT OF BODY

Folding steps will be provided full height on the left and right side of the aerial device module body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing.

Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The Trident steps will be bright finished, non-skid with a black tread coating on the stepping surface.

The step will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with two openings wide enough for a gloved hand.

REAR FOLDING STEPS

Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

Two (2) additional folding steps will be located inboard side of PS lower extended rear compartment above the standard step (total of 3). The step(s) will be bright finished, non-skid with a black tread coating on the stepping surface. Each step will incorporate an LED light to illuminate the stepping surface. The step(s) can be used as a hand hold with two openings wide enough for a gloved hand.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

LEFT SIDE PUMP CONTROL PANEL

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable

from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

MIDSHIP FIRE PUMP

Midship fire pump will be a Hale QMAX-200, 2000 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharges at the pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 100% of rated capacity at 165 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Entire pump and both suction and discharge passages will be hydrostatically tested to a pressure of 500 psi.

Pump will be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the current edition of applicable NFPA standards and will be free from objectionable pulsation and vibration.

Pump body and related parts will be of fine grain, alloy cast iron with a minimum tensile strength of 30,000 psi (2041.2 bar).

All moving parts in contact with water will be of high quality bronze or stainless steel.

Pump body will be horizontally split, on a single plane in two (2) sections, for easy removal of entire impeller assembly, including wear rings and bearings from beneath the pump, without disturbing pump piping or the mounting of the pump in the chassis.

Pump will have one (1) double suction impeller. The pump body will have two (2) opposed discharge volute cutwaters to eliminate radial unbalance.

Pump impeller will be hard, fine grain bronze of the mixed flow design; accurately machined, hand-ground and individually balanced. The vanes of the impeller intake eyes will be hand-ground and polished to a sharp edge. They will be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

Impeller clearance rings will be bronze and easily renewable without replacing impeller or pump volute body. They will be of the wrap-around double labyrinth design for maximum efficiency.

Pump shaft will be electric furnace heat-treated, corrosion resistant stainless steel. It will be super-finished under packing with galvanic corrosion (zinc separators in packing) protection for longer shaft life. Pump shaft will be sealed with double oil seal to keep road dirt and water out of drive unit.

Pump shaft will be rigidly supported by three (3) bearings for minimum deflection. A high lead bronze sleeve bearing will be located immediately adjacent to the impeller (on the side opposite of the drive unit). The sleeve bearing will be automatically oil lubricated and pressure balanced to exclude foreign material. The remaining bearings will be heavy-duty, deep groove ball bearings in the gearbox and will be splash lubricated.

PUMP PACKING

The pump shaft will have one (1) packing gland located on inlet side of the pump and will be of the split design for ease of repacking.

The packing gland will be a full-circle threaded design to exert uniform pressure on packing and prevent "cocking" and uneven packing load when it is tightened.

The packing gland will be easily adjusted by hand (with a rod or screwdriver, no special tools or wrenches required).

The packing rings will be of a unique, permanently lubricated, long-life graphite composition and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.

PUMP TRANSMISSION

The drive unit will be cast and completely manufactured and tested at the Hale Products, Inc. factory. The pump drive unit will be of sufficient size to withstand up to 16,000 foot/ pounds of torque from the engine in both the road and pump operating conditions. The drive unit is will be designed with ample lubrication reserve to maintain the proper operating temperature.

The gearbox drive shafts will be of heat treated chrome nickel steel and 2.75" in diameter on both the input and output drive shafts. They will be designed to withstand the full torque of the engine in both road and pump operating conditions.

All gears, both drive and pump, will be of the highest quality, electric furnace, chrome nickel steel. Bores will be ground to size and teeth integrated, crown-shaved and hardened, to give an extremely accurate gear for long life, smooth, quiet running and higher load carrying capability. An accurately cut spur design will be provided to eliminate all possible end thrust.

Pierce Manufacturing will select the pump ratio to provide the maximum performance with the engine and transmission selected. Three (3) green warning lights will be provided to indicate to the operator(s) when the pump has completed the shift from Road to Pump position. Two (2) lights will be located in the truck driving compartment and one (1) light on pump operator's panel adjacent to the throttle control.

PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged and the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It

will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE - PUMP

One (1) Elkhart Style 40 relief valve(s) will be installed on the suction side of the pump preset at 125 psig.

The relief valve(s) will have a working range of 75 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

PRESSURE CONTROLLER

A FRC Pump Boss 500 electronic pressure controller with one (1) 600 PSI transducer on the pump discharge will be provided. All readouts will be standard PSI.

When a single 300 psi or single 600 psi pressure transducer is selected the transducer is installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller.

When a dual 600 psi pressure transducer is selected the transducer are installed in the discharge side and intake side of the water pump. The discharge transducer continuously monitors pump pressure sending a signal to the electronic pressure controller. The intake transducer continuously monitors the pump intake sending a signal to the electronic pressure controller.

The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to RPM Setting mode.

In RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow.

A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed.

Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing.

Safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle.

An additional audible alarm will NOT BE provided.

The pressure controller screen will be LCD. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed.

The following information will be provided/displayed on the LCD screen:

- Engine RPM
- Check engine and stop engine warning indicators
- Engine oil pressure
- Engine coolant temperature
- Transmission Temp
- Battery voltage
- Operating mode (RPM or pressure)
- Pressure or RPM setting

On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions:

- High battery voltage
- Low battery voltage/engine off
- Low battery voltage/engine running
- High water pump temperature
- Low engine oil pressure
- High engine coolant temperature
- No engine response (visual alarm only)

The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu.

The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

THERMAL RELIEF VALVE

A Watrous Overheat Protection Manager (OPM) will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump

water exceeds 140 Degrees F (60 C) and a red warning light that is triggered when the water in the pump reaches 180 F (82 C).

The warning light will act as an additional protection device if the temperature in the pump keeps rising after the valve opens. The warning light and audible alarm with a test switch will be mounted on the pump operator panel.

The discharge line will be plumbed to ground.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

SHORT SUCTION TUBE(S)

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

ANODE, INLET

Four (4) sacrificial zinc anodes will be provided in the water pump, two (2) on the intake side and two (2) on the discharge side to protect the pump from corrosion.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built into the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 1900 2024 Edition 13.7.5.3.

LEFT SIDE DISCHARGE OUTLETS

One (1) discharge outlet with a 2.50" valve will be provided on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE DISCHARGE OUTLET

One (1) discharge outlet with a 2.50" valve will be provided on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 4.00" Hale valve installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control at the pump operator's control panel.

Indicator lights will be provided to show when the valve is in the open/gated/closed position.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

REAR DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

DISCHARGE CAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with vinyl covered cables will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with vinyl covered cables will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 13.7.5.3.

TELESCOPIC PIPING

The deluge riser piping will include an 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

MONITOR

A Task Force Tips Crossfire #XFT-NJ monitor will be properly installed on the deluge riser. This monitor will be painted as provided by monitor manufacturer.

NOZZLE

A Task Force Tips Master Stream 1250 M-R nozzle will be provided.

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

CROSSLAY HOSE BEDS

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200 feet of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color.

Polished stainless steel scuffplates will be provided on both sides, at the sides and bottom of each opening to protect the paint.

2.50" CROSSLAY HOSE BED

One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of 2.50" double jacketed hose and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

Outlet to be equipped with a 2.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay control will be at the pump operator's panel.

When used in conjunction with other crosslay/speedlay/deadlay configurations, a center crosslay divider, when needed, will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color.

Polished stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a polished stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

CROSSLAY HOSE RESTRAINT

A 2.00" black nylon webbing design restraint will be provided across the top and ends of three (3) crosslay(s) to secure the hose during travel.

The webbing assembly is to be attached at the bottom of the crosslays with footman loops with a permanent attachment and is to attach at the top outside corners with seat belt buckles.

The female end of the seat buckle will be permanently attached to the aluminum treadplate cover at the top of the opening.

A bar will be attached to the female ends of the seat belt buckles to allow a single pull release. A nylon strap will be attached to the bar for releasing the buckles on the webbing. Velcro® will be attached to the top of the crosslay opening to secure restraint during travel.

CROSSLAY 8.00" LOWER THAN STANDARD

The crosslays will be lowered 8.00" from standard.

BOOSTER HOSE REEL

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the right side of the apparatus. The reel will be fabricated of aluminum and have highly polished end discs.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

Reel motor will be protected from overload with a circuit breaker rated to match the motor.

Two (2) electric rewind control switches will be provided, one (1) installed on each pump panel.

Booster hose, 1.00" diameter and 150 feet, with chrome plated Barway, or equal couplings will be provided.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 200 feet of 1.00" booster hose.

HOSE REEL NOZZLE

There will be One (1) Task Force, model DS 1040 nozzle(s) with bale for booster reel provided.

FOAM PROPORTIONER

A Pierce Husky™ 12 foam proportioning system will be provided that is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically balance and proportion foam solution at rates from .1 percent to 9.9 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation. This will provide a versatile system to meet the demands at a fire scene.

SYSTEM CAPACITY

The system will have the ability to deliver the following minimum foam solution flow rates that meet or exceed NFPA requirements at a pump rating of 250 psi.

200 gpm @ 6 percent

400 gpm @ 3 percent

1200 gpm @ 1 percent

The foam concentrate setting may be adjusted in .1 percent increments from .1 percent to 9.9 percent. Typical settings are .3 percent, .5 percent and 1.0 percent (The maximum capacity will be limited to the plumbing and water pump capacity).

CONTROL SYSTEM

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, direct which foam to use on a multi-tank system, and to set the operation modes (automatic, manual, draft, calibration, or flush).

The percent of injection will have presets for Class A or Class B foam. These presets can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

In order to minimize the use of abbreviations and interpretations, system information will be displayed on the panel by way of .50 tall LEDs that total 14 characters (two (2) lines of seven (7) each). System on and foam pump on indicator lights will also be included. Information displayed will include mode of operation (automatic, manual, draft, calibration, or flush), foam supply selected (Class A or Class B), water total, foam total, foam percentage, remaining gallons, and time remaining.

The control display will direct a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

LOW LEVEL FOAM TANK

The control head will display a warning message when the foam tank in use is below a quarter tank.

HYDRAULIC DRIVE SYSTEM

The foam concentrate pump will be powered by a hydraulic drive system, which is automatically activated, whenever the vehicle water pump is engaged. A large parasitic electric load used to power the foam pump can cause an overload of the chassis electrical system.

Hydraulic oil cooler will be provided to automatically prevent overheating of the hydraulic oil, which is detrimental to system components. The oil/water cooler will be designed to allow continuous system operation without allowing hydraulic oil temperature to exceed the oil specifications.

The hydraulic oil reservoir will be of four (4) gallons minimum capacity and will also be of sufficient size to minimize foaming and be located to facilitate checking oil level or adding oil without spillage or the need to remove access panels.

FOAM CONCENTRATE PUMP

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic motor. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump

The foam concentrate pump will have minimum capacity for 12 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

EXTERNAL FOAM CONCENTRATE CONNECTION

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty. The external foam pick-up will be designed to allow use with training foam or colored water for training purposes.

PANEL MOUNTED STRAINER / EXTERNAL PICK-UP CONNECTION

A bronze body strainer / connector unit will be provided. The unit will be mounted to the pump panel. The external foam pick-up will be one (1) 1.00" male connection with chrome-plated cap integrated to a 2.00" strainer cleanout cap. A check valve will be installed in the pick-up portion of the cleanout cap. A basket style stainless steel screen will be installed in the body of the strainer / connector unit. Removal of the 2.00" cleanout cap will be all that is required to gain access to and remove the stainless steel basket screen. The strainer / connector unit will be ahead of the foam concentrate pump inlet port to insure that all agents reaching the foam pump has been strained.

PICK-UP HOSE

A 1.00" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 1.00" female swivel NST thread swivel connector. The hose will be shipped loose.

DISCHARGES

The foam system will be plumbed to the center of front bumper, left rear outlet, front crosslay, center crosslay and rear crosslay.

SYSTEM ELECTRICAL LOAD

The foam proportioning will not impose an electrical load on the vehicle electrical system any greater than five (5) amps at 12VDC.

FOAM SUPPLY VALVE

An electric valve will be used for the foam supply valve. The foam supply valve will be controlled at the foam system control head for ease of operation. The supply valve will be electric, remote controlled, to eliminate air pockets in the foam tank supply hose.

MAINTENANCE MESSAGE

A message will be displayed on the control head to advise when system maintenance needs to be performed. The message will display interval for cleaning the foam strainer, cleaning for the water strainers, and changing the hydraulic oil.

FLUSH SYSTEM

The system will be designed such that a flush mode will be provided to allow the system to flush all foam concentrate with clear water. The flush circuit control logic will ensure the foam tank supply valve is closed prior to opening the flush valve. The flush valve will be operated at the foam system control head for ease of operation. The valve will be electrically controlled and located as close to the foam tank supply valve as possible. A manual flush drain valve will be labeled and located under the left side running board.

REFILL, SINGLE FOAM TANK

The foam system's proportioning pump will be used to fill the Class B foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller stating TANK FILL. While the proportioner pump is filling the tank, the controller will display FILL TANK. When the tank is

full, as determined by the float switch in the tank dome, the pump will stop and the controller will display TANK FULL.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 50 gallons of foam with the intended use of Class B foam. The brand of foam stored in this tank will be Class B Foam Only. The foam cell will reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

A system of 1.00" foam tank drains will be provided, integrated into the foam systems strainer and tank to foam pump valve management system. The tank to pump hoses running from the tank(s) to the panel mounted strainer will 1.00" diameter. The foam system controller will have a mode that allows for a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer will be usable as a tank drain mode.

An adaptor will be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied 1.00" foam pick up hose will be attached to the screen assembly by way of the adaptor. The drain mode will allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.

COLOR CODED TAGS

A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

SPECIAL TEXT/VERBIAGE TAGS

A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

PUMP ACCESS

Right Side Panel

The right side upper pump panel will be removable.

Panel Fastener

The removable panels will be secured with black swell latch.

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGE, flange(s) installed in the pump compartment.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

OK TO PUMP INDICATOR LIGHT

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

AIR HORN SWITCH

An air horn control switch will be provided at the pump operator's control panel. This switch will be momentary red and properly labeled. The switch will be located within easy reach of the operator in the electrical switch panel.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One (1) will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1 interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

A Fire Research TankVision Pro model WLA300-A00 water tank indicator gauge will be installed on the pump operator's panel. The gauge kit will include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The gauge will show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The gauge case will be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low water warnings will include flashing LEDs at 1/4 tank and down chasing LEDs when the tank is almost empty.

The gauge will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the water tank near the bottom. No probe will be placed on the interior of the tank. Wiring will be weather resistant and have automotive type plug-in connectors.

ADDITIONAL WATER LEVEL GAUGE

There will be two (2) additional Fire Research MaxVision, model WLA280-A00, water tank remote indicator(s) provided and installed RS and LS Cab behind crew cab doors. The indicators will show the volume of water in the tank on 96 easy to see super bright Tri-color LEDs. The indicator case will be waterproof and manufactured of Polycarbonate material with an integrated lens.

The remote indicator will indicate the level as a single color:

- Red for 25 percent or less
- Amber for up to 50 percent volume
- Blue for up to 75 percent volume
- Green for up to 100 percent volume

When the level reaches 25 percent, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three (3) times.

The flash rate will be determined by the main water tank sensor.

It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors.

This module will be activated when the parking brake is applied.

CLASS "B" FOAM LEVEL GAUGE

A Fire Research TankVision Pro model WLA370-A00 cell/tank level indicator kit will be installed on the pump operators panel. The kit will include an electronic indicator module, a pressure sensor, a 10' sensor cable and a tank vent. The indicator will show the volume of Class "B" foam concentrate in the cell/tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The indicator case will be waterproof, manufactured of Polycarbonate/Nylon material and have a distinctive yellow label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display cell/tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low foam level warnings will include flashing LEDs at 1/4 cell/tank and down chasing LEDs when the cell/tank is almost empty.

The indicator will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the foam cell/tank near the bottom. No probe will be placed on the interior of the cell/tank. Wiring will be weather resistant and have automotive type plug-in connectors.

STEP/LIGHT SHIELD

There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operators panel.

There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated when the parking brake is set. Additional lights will be included every 18.00" depending on the size of the pump house. One (1) pump panel light will come on when the pump is in ok to pump mode.

The switch panel will be lit when the parking brake is set. This is to afford the operator illumination when first approaching the control panel.

All step lights on the apparatus will be illuminated per the current edition of applicable NFPA standards.

ADDITIONAL STEP/LIGHT SHIELD

There will be an additional aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the passenger's side pump panel.

- There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated when the battery switch is on and the parking brake is applied. Additional lights will be included every 18.00" depending on the size of the pump house.

All step lights on the apparatus will be illuminated per the current edition of applicable NFPA standards.

AIR HORN SYSTEM

Two (2) 15.00" Buell, Model 1063, air horns will be recessed in the front bumper. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

Air Horn Location

The air horns will be located on each side of the bumper, towards the outside.

Air Horn Control

The air horn(s) will be activated by the following:

- Right side foot switch will be Engine tunnel with in reach of officer, mounted up to the mounting plate with the wiring coming from under the mounting plate.
- Steering wheel horn ring with electric/air horn selector switch

ELECTRONIC SIREN

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be located in the center console.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

AUXILIARY MECHANICAL SIREN

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Right side foot switch Engine tunnel with in reach of officer, mounted up to the mounting plate with the wiring coming from under the mounting plate.
- Left side foot switch.

A momentary red switch will be included in switch panel #9 to activate the siren brake.

A momentary rocker switch will be included in the right side overhead switch panel to activate the siren brake.

There will be a red outline decal around the black rocker switch.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 72.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the left side end position.
- One (1) red flashing LED module in the left side front corner position.
- One (1) blue flashing LED module in the left side first front position.
- One (1) red flashing LED module in the left side second front position.
- One (1) blue flashing LED module in the left side third front position.
- One (1) red flashing LED module in the left side fourth front position.
- One (1) blue flashing LED module in the left side fifth front position.
- One (1) red flashing LED module in the left side sixth front position.
- One (1) red flashing LED module in the right side sixth front position.
- One (1) blue flashing LED module in the right side fifth front position.

- One (1) red flashing LED module in the right side fourth front position.
- One (1) blue flashing LED module in the right side third front position.
- One (1) red flashing LED module in the right side second front position.
- One (1) blue flashing LED module in the right side first front position.
- One (1) red flashing LED module in the right side front corner position.
- One (1) red flashing LED module in the right side end position.

There will be clear lenses included on the lightbar.

There will be a switch installed in the cab on the switch panel to control this lightbar.

The six (6) red and six (6) blue flashing LED modules in the front positions may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be two (2) pair of Whelen, Model M6**, LED lights installed on the cab face above the headlights, in a common bezel matching the one for the headlamps. The housing to be polished and the trim shall be chrome.

The driver's side front outside warning light to be red

- The driver's side front inside warning light to be blue
- The passenger's side front inside warning light to be blue
- The passenger's side front outside warning light to be red
- The color of the lenses will be clear

There will be a switch located in the cab on the switch panel to control the lights.

MOUNTING PROVISIONS & WIRING FOR ROTO RAY LIGHT

There will be mounting provisions and wiring provided for one (1) customer/dealer supplied Roto Ray, rotating warning light, which will be mounted on the front of the cab through the top section of the front grille.

The thru-hole for the Roto Ray will be cut into the top section of the front grille, and any mounting required brackets/hardware will be provided for installation of the customer/dealer installed Roto Ray warning light assembly.

There will be a switch located in the cab on the switch panel to control the light.

The rotation motor and the warning lights will be deactivated when the parking brake is applied.

Any flashing white light will be disabled when the parking brake is applied.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red.
- Two (2) lights, one (1) each side, centered above rear wheels. The side rear lights to be blue.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

INTERIOR CAB DOOR WARNING LIGHTS

There will be four (4) Whelen® Model OS*00FCR, 1.0" high x 1.5" long x 0.5" deep flashing LED warning lights with chrome trim.

- One (1) light(s) to include amber flashing LED's on the left side cab door
- One (1) light(s) to include amber flashing LED's on the right side cab door.
- One (1) light(s) to include amber flashing LED's on the right side crew cab door.
- One (1) light(s) to include amber flashing LED's on the left side crew cab door.

Each light will be located in the door pan.

Each light will be activated when the battery switch is on, respective door is opened and no other controls are on.

INTERIOR CAB DOOR WARNING LIGHTS

There will be four (4) Weldon, Model 8401-0000-20, 16.00" long x 0.75" high x 0.625" deep amber 12 volt DC LED flashing strip lights provided.

- One (1) light on the left side cab door.
- One (1) light on the right side cab door.
- One (1) light on the right side crew cab door.
- One (1) light on the left side crew cab door.

Each light will be located over the door window.

Each light will be activated when the battery switch is on, respective door is opened and no other controls are on.

Each light will be installed so the flash pattern directs traffic away from the doors.

ELECTRICAL CONNECTORS FOR WARNING LIGHTS

The lights will be installed with a weatherproof insulated crimped connectors in order to provide ease of connection/disconnection of the circuit applied to.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M6**, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, One (1) on RS tailboard and One (1) on LS tailboard mounted to treadplate enclosure .

The light(s) to include red flashing LEDs.

The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green and red LEDs may be load managed when the parking brake is applied.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M6**, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, RS and LS between crew and cab doors.

The light(s) to include blue flashing LEDs.

The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green and red LEDs may be load managed when the parking brake is applied.

ADDITIONAL SIDE UPPER LIGHTS

There will be six (6) Whelen, Model M4**, 3.38" high x 5.50" long x 1.38" deep LED surface mount flashing lights with chrome trim provided on the outside corner radius of the cab roof over the crew cab doors.

- The side front lights to be blue.
- The side middle lights to be red.
- The side rear lights to be blue.
- The color of the lenses will be clear.

The lights will be installed on two (2) painted bracket that are attached to the cab roof. Three (3) lights on the driver's side and three (3) lights installed on the passenger's side.

There will be a switch in the cab on the switch panel to control the lights.

White LED's will be disabled when the parking brake is applied. Colored LED's may be load managed when the parking brake is applied.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M9**, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, RS and LS Forward High on Body, per AD drawing.

The light(s) to include red LEDs. The warning light lens color(s) to be clear.

These lights will be activated with the side warning switch.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green or red LEDs may be load managed when the parking brake is applied.

LIGHT MOUNTING ENCLOSURE

There will be one (1) pair of light enclosures provided on the apparatus.

Each enclosure will be made from aluminum treadplate material.

The enclosure will mount on the FACING OUT ON RS AND LS TAILBOARD .

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M9**, 6.50" high x 10.37" wide x 1.37" deep flashing warning lights with chrome trim provided at the rear of the apparatus per the following.

- The left side rear warning light to include blue LEDs.
- The right side rear warning light to include red LEDs.
- The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

Four (4) Whelen, model M9*C LED flashing warning lights will be provided at the rear of the apparatus.

The side rear upper light(s) on the driver's side to be blue.

The rear upper light(s) on the driver's side to be red.

The rear upper light(s) on the passenger's side to be blue.

The side rear upper light(s) on the passenger's side to be blue.

These lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

REAR LIGHT MOUNTING

The rear warning lights will be mounted on the rear side sheet flange and rear bulkhead of the body as high as possible with all wiring totally enclosed.

120 VOLT RECEPTACLE

There will be two (2), 4-place receptacle box(es) with four (4) 15/20 amp 120 volt AC three (3) wire straight blade receptacles with interior red plastic wall plate(s) installed inside forward facing ems compartments, mounted lower outside corner of backwall of compartment. The NEMA configuration for the receptacles will be 5-15R.

The receptacle(s) will be powered from the shoreline to 120 volt AC power inverter internal transfer sw.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

NFPA LOOSE EQUIPMENT

NFPA Required Loose Equipment Provided by Fire Department

The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC 515:2024 edition, section 5.2 will be provided by the fire department:

- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.

NFPA Loose Equipment That Should be Considered

The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC 515:2024 edition, section 5.2 should be considered:

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smooth bore or combination nozzle with shutoff and with 2.50" (65 mm) inlet that flows a minimum of 250 gpm (950 L/min).
- Four (4) SCBA apparatus
- Four (4) SCBA spare cylinders
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.

- One (1) double female 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) double male 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft × 18 ft (3.7 m × 5.5 m).
- One (1) automatic external defibrillator (AED).

SOFT SUCTION HOSE

There will be a 15' length of 6.00" soft suction hose provided with a 6.00" long handle swivel coupling on one (1) end and a 4.50" long handle swivel coupling on the other.

STRAINER PROVIDED BY FIRE DEPARTMENT

NFPA 1900, 2024 edition, section 8.3 and CAN/ULC S515:2024 edition, section 5.2 requires a suction strainer when suction hose is provided.

The strainer is not on the apparatus as manufactured. The fire department will provide the suction strainer.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.

3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request.

Environmental Impact

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.

- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

CAB PAINT

The cab will be painted 516 RED.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails

Components that are included with the chassis frame assembly that will be painted not e-coated (unless otherwise stated in a secondary option) are:

- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

The E-coat process will meet the technical properties shown.

AXLE HUB PAINT

All axle hubs will be painted black #101.

COMPARTMENT INTERIOR FINISH

The interior of the compartments will be dual action finished and not painted.

REFLECTIVE STRIPES

A 10.00" wide reflective stripe, (no spacing between stripes), will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of:

- 1.00" white Stripe
- 1.00" black Stripe
- 6.00" white Stripe
- 1.00" BLACK Stripe
- 1.00" white Stripe.

The reflective band provided on the cab face will be at the headlight level.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

"Z" JOG IN REFLECTIVE STRIPE

There will be one (1) "Z"-shaped jog(s) provided in the reflective stripe design.

TOOLBOARD DIAMOND GRADE CHEVRON STRIPING

A series of alternating red diamond grade and fluorescent yellow green diamond grade reflective stripes will be applied to the two (2) toolboard(s) located Body.

SLIDE OUT TRAY DIAMOND GRADE CHEVRON STRIPING

A series of alternating red diamond grade and fluorescent yellow green diamond grade reflective stripes will be applied to the front and sides of two (2) slide out tray(s) located Slide Out Trays.

DIAMOND GRADE CHEVRON STRIPE

seven (7) shelves body, will have red diamond grade and Color, Reflect Band - A reflective stripe installed on the outside face.

CHEVRON STRIPING ON THE FRONT BUMPER

There will be alternating chevron striping located on the front bumper.

The colors will be Fluorescent Yellow-Green 983-23 and Red 983-72 diamond grade.

The size of the striping will be 6.00".

CAB DOOR REFLECTIVE STRIPE

A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the current edition of applicable NFPA standards.

LETTERING

The lettering will be 22 karat gold vinyl.

LETTERING

Forty-one (41) to sixty (60) Sign Gold lettering, 3.00" high, with outline and shade will be provided.

LETTERING

There will be sign gold lettering, 16.00" high, with outline and shade provided. There will be six (6) letters provided.

LETTERING

Twenty-one (21) to forty (40) Sign Gold lettering, 8.00" high, with outline and shade will be provided.

LETTERING

There will be sign gold lettering, 10.00" high, with outline provided. There will be two (2) letters provided.

LETTERING

There will be sign gold lettering, 20.00" high, with outline provided. There will be two (2) letters provided.

EMBLEMS

There will be a pair of American flag emblems, installed Cab windows. The emblem will be waving and made out of Gerber Vision material.

EMBLEM

There will be one (1) pair of emblems with the words "HONORING AMERICA'S BRAVEST 9-11-01" and a firefighter's helmet will be mounted upper cab. upper cab The emblems will be color imaged.

EMBLEMS

There will be one (1) pair of maltese crosses, comprised of sign gold material, provided and installed crew cab door.

CAB GRILLE DESIGN

A Texas flag design will be painted on the cab grille.

FIRE APPARATUS PARTS MANUAL

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

Service Parts Internet Site

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION MANUAL

The chassis operation manual will be provided on one (1) USB flash drive. The manual will be in the English language.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Paccar five (5) year limited engine warranty will be provided. A limited warranty certificate is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame only (does not include crossmembers) limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor™ Axle 5 year limited warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLLUP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A R-O-M Corporation rollup door limited warranty will be provided. The mechanical components of the rollup door will be warranted against defects in material and workmanship for a period of seven (7) years. The door ajar switch will be warranted for a period of three (3) years and all other electrical components will be warranted for a period of one (1) year. A seven (7) year limited warranty will be provided on painted rollup doors.

The limited warranty certificate, WA0206, is included with this proposal.

PUMP WARRANTY

A Hale pump limited warranty certificate, WA0388, is included with this proposal.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 12 foam system limited warranty certificate, WA0231, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Side Impact

The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact

The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

Roof Crush

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Additional Roof Crush

The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS

Cab Air Conditioning

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The

bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
 - The nameplate rating of the alternator.
 - The alternator rating under the conditions specified per:
 - Current edition of applicable NFPA standards.
 - The minimum continuous load of each component that is specified per:
 - Current edition of applicable NFPA standards.
 - Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.



Vendor Contract Information Summary

Vendor	Siddons Martin Emergency Group, LLC
Contact	Jeffrey Doran
Phone	281-543-7031
Email	jdoran@siddons-martin.com
Vendor Website	www.siddons-martin.com
TIN	27-4333590
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	net due upon delivery
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$1500 service fee
Return Policy	Parts may be returned unused, and the vehicle may not be returned



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 21, 2025

MEETING DATE: November 3, 2025

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing the City Manager to purchase Self Contained Breathing Apparatus for the Fire Department from MES utilizing the Houston Galveston Area Council Cooperative Purchasing Contract Number EE 11-24 in the amount of \$458,720.00. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As part of the adoption of the Fiscal Year 2025-2026 Budget, the City Commission appropriated \$458,700 for the Fire Department (FD) to purchase Self Contained Breathing Apparatus (SCBA).

SCBA's are part of the respiratory personal protective equipment utilized by Firefighters when responding to emergencies such as structure fires, vehicle fires, wildland fires, confined space entries and hazardous material incidents. The current SCBA units that the FD has in inventory are reaching the end of life and in need of replacement.

Staff is proposing to purchase the SCBA's from MES utilizing the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract Number EE 11-24 in the amount of \$458,720.00.

(Project No. 2526-01-515-P01-01)

Fiscal Consideration: \$458,700 has been appropriated as part of the FD's Fiscal Year 2025-2026 Budget.

Staff Recommendation: Based on review by this office, staff recommends the City Manager be authorized to purchase SCBA's from MES utilizing HGAC Cooperative Purchasing Contract Number EE 11-24 in the amount of \$458,720.00.

Alternatives: Disapprove purchase of SCBA's.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Created/Initiated - 10/21/2025

Maritza Magallan
Jamison Merrick
Ricardo Rodriguez
City Management Office

Approved - 10/22/2025
Approved - 10/22/2025
Approved - 10/22/2025
Final Approval - 10/22/2025



(877) 637-3473

Quote

Quote # QT1940826
Date 05/21/2025
Expires 11/28/2025
Sales Rep Guzman, Patrick L
Shipping Method FedEx Ground
Customer PHARR FIRE DEPARTMENT
Customer # C32412

Bill To

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

Ship To

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

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8815025301A03			NFPA 1981, 2018 Edition; Air-Pak X3 Pro (2018), CGA; Parachute Buckles; 5500 psi; Standard Belt; E-Z Flo+, Rectus QD; UEBSS; Spare Harness w/ UEBSS Pouch; SEMS II Pro; no case	45	\$9,496.00	\$427,320.00
200969-01			CYL&VALV,CGA,CARB,45/5500 ASSY	20	\$1,570.00	\$31,400.00

****Contract Information:****

Contract Number: MES HGAC EE11-24

Please be advised that the current contract does not include provisions for new flow testing.

In response to the customer's request dated 09/08/2025, we are pleased to offer an amended quote, which includes the addition of 30 face pieces.

Contact: C32412 PHARR FIRE DEPARTMENT : Pedro Bustamante (956) 787-2761

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

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

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

Subtotal \$458,720.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$458,720.00



QT1940826

Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. [Click here for details](#)

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Return to Products & Services

All Products

Search Products					
Description	Code	Manufacturer	Price	Discount	
3M ScottFire Safety Price List - Effective April 1, 2025		3M Company		15%	
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives.		Petzl		10%	

Product Information

Product Description

SCBA Personal Breathing System

Manufacturer

Scott 3M

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

5%

Keyword(s)

Emergency medical, safety, rescue

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 10.A.

DATE SUBMITTED: October 22, 2025

MEETING DATE: November 3, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Maritza Magallan

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the Professional Service Contract with The Warren Group of McAllen, Texas for the Pharr Events Center Project to include Civil Engineering Services. **(TABLED)** This item supports IF - Infrastructure.

Classification: Consent

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

Issue: The City of Pharr is proposing to reduce the budget for the proposed Event Center from \$50,000,000 to \$40,000,000. The revised construction budget reduces the architect's design fee by \$700,000 from \$3,500,000 to \$2,800,000.

Additionally, site civil engineering design services are requested to be added to the professional services contract with the Warren Group in the amount of \$308,795.00.

Project No. 2425-01-510-S18-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Maritza Magallan
Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/22/2025
Approved - 10/22/2025
Approved - 10/27/2025
Approved - 10/28/2025
Final Approval - 10/28/2025

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

City of Pharr - New Events Center
US 281 Cage Rd. Pharr Texas
South-West Corner of FM 495 and US
281 Frontage

AGREEMENT INFORMATION:

Date: June 2, 2025

AMENDMENT INFORMATION:

Amendment Number: 01
Date: 10/15/2025

OWNER: (name and address)

City of Pharr
Dr. Johnathan Flores, City
Manager
118 South Cage Blvd.
Pharr, Texas 78577

ARCHITECT: (name and address)

Nassri Warren Group Architects, Inc.
d/b/a The Warren Group Architects, Inc.
804 S Main Street
McAllen, Texas 78501

The Owner and Architect amend the Agreement as follows:

Following Amendment

Section 1.1.1 - The Owner's program for the project is to be adjusted as follows: Beginning at the Design Development phase, the banquet seating capacity is revised to 1,472 – 1,500 capacity in lieu of the previous 2,000 – 3,000 seat capacity. The new building gross area has been adjusted/reduced to approximately 84,200 S.F. Additionally, as discussed in meeting held October 8, 2025, building parking will be reduced to comply with city ordinance requirements and as an effort to meet new budget.

Section 1.1.3 - The Owner's budget for the Cost of the Work:

The owner's budget has been revised at the Design Development stage to \$40 million reflecting a reduction (from the previous budget of \$50 million.)

Provide Civil Basic Engineering Services to include:

Meetings and Project Coordination
Civil Research and Due Diligence
Site Plan Coordination
Onsite Demolition Plan
Onsite Paving and Dimensional Control Plan
Onsite Grading Plan
Onsite Drainage Plan and Profile
Drainage Area Plan
Onsite Water/Wastewater Plan and Profile
Onsite Erosion Control Plan
Standard & Miscellaneous
Civil Technical Specifications

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Basic Civil Engineering Services as stated above are to be incorporated into Architects basic services for an additional fee of 0.06% of the construction cost (approximately \$240,000).

Supplemental - Additional Civil Engineering Services as follows for the added fee schedule:

Franchise Utility Coordination:	\$5,750.00
TxDot Utility and Driveway Permits:	\$5,750.00
Construction Administration Allowance (Hourly):	\$8,000.00
Topographic Survey:	\$6,670.00
Subdivision Platting Services:	\$29,900.00
Rezoning:	\$4,025.00
Easement by Separate Document:	\$4,200.00
Opinion of Probable Cost for Off-Site Improvements:	\$4,500.00
Civil and Architectural Design Services for Off-Site Improvements by Separate Contract.	

Total Fee for Supplemental Cost:	\$68,795.00
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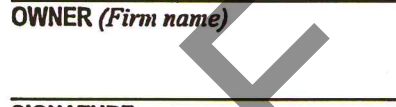
Schedule Adjustment:
None.

SIGNATURES:

The Warren Group Architects, Inc.
ARCHITECT *(Firm name)*

City of Pharr
OWNER *(Firm name)*


SIGNATURE
Laura Nassri Warren, /President-
Principal
PRINTED NAME AND TITLE


SIGNATURE
Dr. Johnathan Flores, /City Manager
PRINTED NAME AND TITLE

DATE

DATE



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 10.B.

DATE SUBMITTED: October 15, 2025

MEETING DATE: November 3, 2025

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing City Manager to execute a Lease Agreement with A&N Iglesias, Limited, at 710 S Cage Boulevard to provide administrative offices for the Fire Department. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As part of the approved budget for Fiscal Year 2025-2026, the Fire Department administrative offices at City Hall will be relocated from the third floor to allow for relocation of department within the facility. The FD proposes to move the administrative offices (Fire Chief, Administrative Support and Fire Marshal's Office) to lease space located at 710 S. Cage Boulevard.

Staff has negotiated a monthly fee of \$10,500.00 for approximately 6,000 square feet of lease space.

Project No. 2526-01-515-S08-01

Fiscal Consideration: Funds for lease space have been appropriated as part of the FD's Fiscal Year 2025-2026 budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the lease agreement as presented.

Alternatives: Dis-approve the lease agreement

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Maritza Magallan
Jamison Merrick
Cynthia Garza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/15/2025
Approved - 10/17/2025
Approved - 10/20/2025
Approved - 10/23/2025
Approved - 10/23/2025
Final Approval - 10/23/2025



COMMERCIAL LEASE

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710 South Cage Blvd
CONCERNING THE LEASED PREMISES AT Pharr, TX 78577
between A & N Iglesias, Limited (Landlord)
and City of Pharr (Tenant).

Table of Contents

No.	Paragraph Description	Pg.	ADDENDA & EXHIBITS (check all that apply)
1.	Parties	2	☒ Exhibit "A" Lease premises
2.	Leased Premises	2	☐ Exhibit
3.	Term	2	☐ Exhibit
4.	Rent and Expenses	3	☐ Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit	5	☐ Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes	6	☒ Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	☐ Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance	7	☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours	7	☐ Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	☐ Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs	8	☐ Commercial Lease Guaranty (TXR-2109)
12.	Access By Landlord	8	☐ Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition	9	☐ Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition	9	☐ Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	☒ Information About Brokerage Services (TXR-2501)
16.	Alterations	11	☐
17.	Liens	11	☐
18.	Liability	11	☐
19.	Indemnity	11	☐
20.	Default	11	☐
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout	12	
22.	Holdover	12	
23.	Landlord's Lien and Security Interest	12	
24.	Assignment and Subletting	12	
25.	Relocation	13	
26.	Subordination	13	
27.	Estoppel Certificates and Financial Info.	13	
28.	Casualty Loss	13	
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31.	Representations	14	
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36.	Agreement of Parties	16	
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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: A & N Iglesias, Limited ; and

Tenant: City of Pharr

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

- ☒ (1) **Multiple-Tenant Property:** Suite or Unit Number See Exhibit A containing approximately 6,311 square feet of rentable area ("rsf") in _____ (project name) at 710 South Cage Blvd (address) in Pharr (city), Hidalgo (county), Texas, which is legally described on attached Exhibit _____ or as follows:

LOWRIE 'T' LTS 2-3 BLK 3

- ☐ (2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 60 months and 0 days, commencing on: October 1, 2025 (Commencement Date) and ending on September 30, 2030 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the _____ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. **Certificate of Occupancy:** Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2025	10/31/2026	/ rsf / month	/ rsf / year	10,500.00
11/01/2026	10/31/2027	/ rsf / month	/ rsf / year	10,815.00
11/01/2027	10/31/2028	/ rsf / month	/ rsf / year	11,139.00
11/01/2028	10/31/2029	/ rsf / month	/ rsf / year	11,473.00
11/01/2029	10/31/2030	/ rsf / month	/ rsf / year	11,817.00
		/ rsf / month	/ rsf / year	

- B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. **First Full Month's Rent:** The first full monthly rent is due on or before **Upon Execution of the Lease**
- D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.
- E. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **A & N Iglesias, LTD**

Address: **2511 Buddy Owens Ave Ste M**
Mcallen, TX 78505

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 90.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- ☐ J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- ☐ (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is _____ %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

(e) *"Structural"* means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

(f) *"Roof"* means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3) Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

☐ (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.

☐ (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ _____.

☐ (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ _____.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is _____ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 10,500.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☒	☐	☐
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☐	☒
(9) _____	☐	☐	☐
(10) All other utilities	☒	☐	☐

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*
- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- ☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- ☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
- ☐ (a) \$1,000,000; or
- ☒ (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- ☐ (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: _____
City of Pharr Fire Department administrative offices.

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: **As Needed**

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components	☐	☒	☐
(2) Roof replacement	☐	☒	☐
(3) Roof repair	☐	☒	☐
(4) Glass and windows	☐	☐	☒
(5) Fire protection equipment	☐	☐	☒
(6) Fire sprinkler systems	☒	☐	☐
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware	☐	☐	☒
(8) Grounds maintenance, including landscaping and irrigation systems	☐	☒	☐
(9) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(10) Parking areas and walks	☐	☒	☐
(11) Plumbing systems, drainage systems and sump pumps	☐	☒	☐
(12) Electrical systems, mechanical systems	☐	☒	☐
(13) Ballast and lamp replacement	☐	☐	☒
(14) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(15) HVAC system replacement	☐	☒	☐
(16) Signs and lighting:	☐	☒	☐
(a) Pylon	☐	☒	☐
(b) Fascia	☐	☐	☒
(c) Monument	☒	☐	☐
(d) Door/Suite	☐	☐	☒
(e) Directional	☒	☐	☐
(f) Other: <u>Tenant is responsible for any signage on the building</u>	☐	☐	☒
(17) Extermination and pest control, excluding wood-destroying insects.	☐	☒	☐
(18) Fences and Gates	☒	☐	☐
(19) Storage yards and storage buildings	☒	☐	☐
(20) Wood-destroying insect treatment and repairs	☐	☒	☐
(21) Cranes and related systems	☒	☐	☐
(22) <u>Clogged toilets or drains on the interior of space</u>	☐	☐	☒
(23) <u>Tenant is responsible for pest control on the interior of space</u>	☐	☐	☒
(24) All other items and systems.	☐	☐	☐

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) it is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker:

Coldwell Banker CommercialAgent: BennyAddress: 508 East Dove Ave.McAllen, TX 78504Phone & Fax: (956)607-2300E-mail: Bdominguez@cbcriegrandevalley.comLicense No.: 566446

Cooperating Broker:

Agent:

Address:

Phone & Fax:

E-mail:

License No.:

Principal Broker: *(Check only one box)*☒ represents Landlord only.☐ represents Tenant only.☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B. Fees:

- ☒ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- ☒ (a) a separate written commission agreement between Principal Broker and:
- ☒ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Cooperating Broker and:
- ☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- 33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

- 34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: A & N Iglesias, Limited,Address: 5211 Buddy Owens Ave Ste. M McAllen, TX 78505Attention: Henry Hernandez, Phone # 956-379-5866, Email: henrypropertymanager@gmail.com

Fax: _____

and a copy to:

Address: _____
Attention: _____
Fax: _____

☐ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,

and to:

City of Pharr
Address: _____
Attention: **Jonathan Flores**
Fax: _____

and a copy to:

Address: _____
Attention: _____
Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: A & N Iglesias, Limited

Tenant: City of Pharr

By: Henry Hernandez

By: Jonathan Flores

By (signature): _____

By (signature): _____

Printed Name: Henry Hernandez

Printed Name: Jonathan Flores

Title: Property Manager Date: _____

Title: City Manager Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



COMMERCIAL LEASE ADDENDUM FOR OPTION TO EXTEND TERM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 710 South Cage Blvd, Pharr, TX 78577

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 2 additional term(s) of 24 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.
- B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 90 days before the end of the then current term of the lease.
- C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
- D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:
(Check (1), (2) or (3) only.)

X (1)	Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
	From	To	\$ Monthly Rate	\$ Annual Rate	
	11/01/2030	10/31/2032	/rsf/month	/rsf/year	12,171.00
	11/01/2032	10/31/2034	/rsf/month	/rsf/year	12,536.00
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	

- ☐ (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.
- ☐ (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.
- E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

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party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

DRAFT

Landlord: _____

Tenant: _____

By: Henry Hernandez

By: Jonathan Flores

By (signature): _____

By (signature): _____

Printed Name: Henry Hernandez

Printed Name: Jonathan Flores

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit "A" Premises





Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

2-10-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Coldwell Banker Commercial</u>	<u>547497</u>	<u>dgalvan@cbcriograndevalley.com</u>	<u>(956)631-1322</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Designated Broker of Firm</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Daniel Galvan</u>	<u>561680</u>	<u>dgalvan@cbcriograndevalley.com</u>	<u>(956)631-1322</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Benny Dominguez</u>	<u>566446</u>	<u>bdominguez@cbcriograndevalley.com</u>	<u>(956)607-2300</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 10.C.

DATE SUBMITTED: October 28, 2025

MEETING DATE: November 3, 2025

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on First Amendment to Land Lease Agreement between the City of Pharr and Cellco Partnership d/b/a Verizon Wireless for a cellular tower at the Waste Water Treatment Plant property. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: The City of Pharr is in agreement with Cellco Partnership dba Verizon Wireless for lease of land at Waste Water Treatment Plant for cellular tower that is up for renewal on February 1, 2030. First Amendment to the original agreement is as follows:

- 35-year lease extension (seven, five-year automatic renewal terms beginning in February 2030);
- Verizon to provide rent increase of 15% every renewal term effective on February 1, 2030;
- Verizon to have right to match any third party offer received and accepted by City to buyout our lease – limited to leasehold only (Right of First Refusal); and
- \$17,000 signing bonus paid within 30 days of full amendment execution (Project No. 2526-01-518-S12-01)

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Maritza Magallan
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/28/2025
Approved - 10/28/2025
Approved - 10/28/2025
Approved - 10/28/2025
Approved - 10/28/2025
Final Approval - 10/28/2025

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Pharr, Texas ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 7, 2005 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Seventeen Thousand and 00/100 Dollars (\$17,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 14, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 1, 2005 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on January 31, 2030. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless

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Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the current rent under the Lease payable to Landlord from Tenant is equal to **One Thousand Seven Hundred Forty-Nine and 01/100 Dollars (\$1,749.01)** per month (the "**Rent**"). Commencing on February 1, 2030 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Pharr, Texas**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant shall provide notice to Landlord for subleasing and licensing to additional customers. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications

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facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair

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Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 20 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: Finance Dept, P.O. Box 1729, Pharr, TX 78577; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 18 of the Lease remains in full force and effect and shall continue throughout the Existing Renewal Terms and all New Renewal Terms.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under

applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 410640
VZW Site No: 107833
Site Name: PHARR SOUTH TX

LANDLORD:

City of Pharr, Texas

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 410640
VZW Site No: 107833
Site Name: PHARR SOUTH TX

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 410640
VZW Site No: 107833
Site Name: PHARR SOUTH TX

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Hidalgo, State of Texas, and being known as
Hidalgo County APN: K2400-00-000-0224-02.

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 2,500 square feet, more or less, in Hidalgo County Texas and described as follows:

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.0574 ACRE (2,500 SQ. FT.) OUT OF THE REMAINDER OF THE CALLED SOUTH 20 ACRES OF LOT 224, KELLY PHARR SUBDIVISION, RECORDED IN VOLUME 0, PAGE 27, H.C.M.R. AS CONVEYED TO THE CITY OF PHARR BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 2724, PAGE 72, H.C.D.R. SAID 0.0574 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CAPPED 1/2" IRON ROD SET MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTH LINE OF SAID REMAINDER TRACT, SAID CORNER BEING LOCATED NORTH 81°22'47" WEST, A DISTANCE OF 50.00' FROM A 1/2" IRON ROD FOUND, LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH "I" ROAD, AS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN DOCUMENT NO. 1114257, H.C.D.R., MARKING THE NORTHEAST CORNER OF SAID REMAINDER TRACT;

THENCE SOUTH 08°37'13" WEST, A DISTANCE OF 50.00' TO A CAPPED 1/2" IRON ROD SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 81°22'47" WEST, A DISTANCE OF 50.00' TO A CAPPED 1/2" IRON ROD SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 08°37'13" EAST, A DISTANCE OF 50.00' TO A CAPPED 1/2" IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTH LINE OF SAID REMAINDER TRACT;

THENCE SOUTH 81°22'47" EAST, A DISTANCE OF 50.00' TO THE PLACE OF BEGINNING AND CONTAINING 0.0574 ACRE (2,500 SQ. FT.) OF LAND.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.0229 ACRE (1,000 SQ. FT.) OUT OF THE REMAINDER OF THE CALLED SOUTH 20 ACRES OF LOT 224, KELLY PHARR SUBDIVISION, RECORDED IN VOLUME 0, PAGE 27, H.C.M.R. AS CONVEYED TO THE CITY OF PHARR BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 2724, PAGE 72, H.C.D.R. SAID 0.0229 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER BEING LOCATED SOUTH 08°41'00" WEST, A DISTANCE OF 11.40' FROM A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID REMAINDER TRACT, LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH "I" ROAD, AS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN DOCUMENT NO. 1114257, H.C.D.R.;

THENCE SOUTH 08°41'00" WEST, A DISTANCE OF 20.00' TO A POINT MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 81°22'47" WEST, A DISTANCE OF 49.97' TO A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 08°37'13" EAST, A DISTANCE OF 20.00' TO A POINT MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTH LINE OF SAID REMAINDER TRACT;

THENCE SOUTH 81°22'47" EAST, A DISTANCE OF 49.98' TO THE PLACE OF BEGINNING AND CONTAINING 0.0229 ACRE (1,000 SQ. FT.) OF LAND.

APN: R202956 AND R202957

For reference see that certain Memorandum of Lease recorded on 02/25/2005 as Document number 1439845.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Rory Pickens, Esq.
ATC Site No: 410640
ATC Site Name: PHARR SOUTH TX
Assessor's Parcel No(s): K2400-00-000-0224-02

Prior Recorded Lease Reference:

Doc. No. 1439845
State of Texas
County of Hidalgo

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Pharr, Texas**, a ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 7, 2005 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 31, 2065. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 410640
VZW Site No: 107833
Site Name: PHARR SOUTH TX

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 1729, Pharr, TX 78577; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; **with copy to:** American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, **and also with copy to:** Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Pharr, Texas

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 410640
VZW Site No: 107833
Site Name: PHARR SOUTH TX

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 410640
VZW Site No: 107833
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EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Hidalgo, State of Texas, and being known as
Hidalgo County APN: K2400-00-000-0224-02.

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 2,500 square feet, more or less, in Hidalgo County Texas and described as follows:

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.0574 ACRE (2,500 SQ. FT.) OUT OF THE REMAINDER OF THE CALLED SOUTH 20 ACRES OF LOT 224, KELLY PHARR SUBDIVISION, RECORDED IN VOLUME 0, PAGE 27, H.C.M.R. AS CONVEYED TO THE CITY OF PHARR BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 2724, PAGE 72, H.C.D.R. SAID 0.0574 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CAPPED 1/2" IRON ROD SET MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTH LINE OF SAID REMAINDER TRACT, SAID CORNER BEING LOCATED NORTH 81°22'47" WEST, A DISTANCE OF 50.00' FROM A 1/2" IRON ROD FOUND, LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH "I" ROAD, AS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN DOCUMENT NO. 1114257, H.C.D.R., MARKING THE NORTHEAST CORNER OF SAID REMAINDER TRACT;

THENCE SOUTH 08°37'13" WEST, A DISTANCE OF 50.00' TO A CAPPED 1/2" IRON ROD SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 81°22'47" WEST, A DISTANCE OF 50.00' TO A CAPPED 1/2" IRON ROD SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 08°37'13" EAST, A DISTANCE OF 50.00' TO A CAPPED 1/2" IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTH LINE OF SAID REMAINDER TRACT;

THENCE SOUTH 81°22'47" EAST, A DISTANCE OF 50.00' TO THE PLACE OF BEGINNING AND CONTAINING 0.0574 ACRE (2,500 SQ. FT.) OF LAND.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.0229 ACRE (1,000 SQ. FT.) OUT OF THE REMAINDER OF THE CALLED SOUTH 20 ACRES OF LOT 224, KELLY PHARR SUBDIVISION, RECORDED IN VOLUME 0, PAGE 27, H.C.M.R. AS CONVEYED TO THE CITY OF PHARR BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 2724, PAGE 72, H.C.D.R. SAID 0.0229 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER BEING LOCATED SOUTH 08°41'00" WEST, A DISTANCE OF 11.40' FROM A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID REMAINDER TRACT, LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH "I" ROAD, AS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN DOCUMENT NO. 1114257, H.C.D.R.;

THENCE SOUTH 08°41'00" WEST, A DISTANCE OF 20.00' TO A POINT MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 81°22'47" WEST, A DISTANCE OF 49.97' TO A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 08°37'13" EAST, A DISTANCE OF 20.00' TO A POINT MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTH LINE OF SAID REMAINDER TRACT;

THENCE SOUTH 81°22'47" EAST, A DISTANCE OF 49.98' TO THE PLACE OF BEGINNING AND CONTAINING 0.0229 ACRE (1,000 SQ. FT.) OF LAND.

APN: R202956 AND R202957

For reference see that certain Memorandum of Lease recorded on 02/25/2005 as Document number 1439845.

Instructions for completing the Resolution and Consent Affidavit

****IMPORTANT INFORMATION BELOW****

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Rory Pickens, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): K2400-00-000-0224-02

RESOLUTION AND CONSENT AFFIDAVIT

City of Pharr, Texas

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Land Lease Agreement dated February 7, 2005 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to *extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.*
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

ATC Site No: 410640
VZW Site No: 107833
Site Name: PHARR SOUTH TX

- NOMINEE: (Print Name) _____
(Address) _____

- [SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]