

**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, APRIL 20, 2026**

*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 April 2026 as Autism Awareness Month.
- B) Proclamation proclaiming April 19–25, 2026 as National Library Week

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

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

- A) Public hearing on development services cases

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

- A) Recognition of EMS Chief and Emergency Management Coordinator Danny Ramirez on receiving the Emergency Management Impact Award.
- B) Trailblazer of the Month Recognition
- C) City Events of Interest

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

A) Approval of Minutes for April 6, 2026 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (CITY CLERK'S OFFICE)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-46 of the City of Pharr, Texas, Chapter 118, Subdivision, modifying Section X - Fiber Optic. **(3rd and Final Reading) This item supports IF - Infrastructure.** (IT)

C) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for the Safe Streets for All planning grant. **This item supports SSC - Safe and Secure Community.** (ENGINEERING)

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

1. Arturo Gabriel Castello Duran, representing AW & R Gregg LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being a 0.48-acre tract of land, more or less, out of Lots 6-7 & W1/2 Lot 8, Block 1, Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 201 West Sam Houston Avenue. COZ#260203 — **This item supports EV - Economic Vitality.**

2. Omar Cano, representing Aldape Development LLC, owner, has filed with Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being a 5.0 - acre tract of land out of Lot 236, Kelly-Pharr Subdivision of Porciones 69 and 70, Pharr, Hidalgo County, Texas. The property is physically located within the 200 Block of West Hall Acres Road. COZ#260204. **This item supports EV - Economic Vitality.**

3. Rosa Hilda Cavazos, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1). The property is legally described as being all of Lot 1, Angel S. C. Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 229 West Sam Houston Avenue. COZ# 260205 **This item supports EV - Economic Vitality.**

4. SAMES Inc., representing MECA Investment Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E). The property is legally described as being a 20-acre tract of land, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1100 East Minnesota Road. COZ#260306 **This item supports EV - Economic Vitality.**

## **REGULAR AGENDA - OPEN SESSION:**

### **7. ORDINANCES AND RESOLUTIONS:**

A) Consideration and approval of an ordinance authorizing the City's Certificates of Obligation, Series 2026 in an amount not to exceed \$60,000,000 for the purposes set forth in the Notice of Intention; providing for the payment thereof by the levy of an ad valorem tax and a lien on and pledge of pledged revenues; delegating the authority to certain City Officials to effect the forgoing; and other matters in connection therewith. **(Adoption on 1st Reading)** This item supports **SG - Sound Governance and Fiscal Sustainability**. (FINANCE)

### **8. CONTRACTS/AGREEMENTS:**

A) Consideration and action, if any, on Proposal from GAR Construction for the construction of an apparatus bay at Fire Station 3 through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Contract Number 24010401 in the amount of \$362,180.71. **This item supports SSC - Safe and Secure Community**. (FIRE)

B) Consideration and action, if any, authorizing City Manager to amend contract with J&R Engineering for professional water and wastewater engineering services related to the Sanitary Sewer Collection System Elimination Project for Lift Stations 26 and 30 (Amendment No. 2) **(TABLED)**. **This item supports IF - Infrastructure**. (ENGINEERING)

C) Consideration and action, if any, on Interlocal Agreement with the City of Donna for Fire Dispatch Services. **This item supports SSC - Safe and Secure Community**. (COMMUNICATIONS)

D) Consideration and action, if any, on Memorandum of Understanding between City of Pharr and the Pharr Housing Development Corporation regarding funding support for the Aster Villas Apartments Project. **This item supports EV - Economic Vitality**. (ADMINISTRATION)

**9. 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.

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

**11. 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](mailto: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](http://www.pharr-tx.gov). This Notice was posted on the 14<sup>th</sup> day of April 2026 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 14<sup>th</sup> day of April 2026**



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: \_\_\_\_\_



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 2.A.

**DATE SUBMITTED:** April 13, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Alessandra Garcia, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Imelda Perez

**Agenda Item:** Proclamation proclaiming April 2026 as Autism Awareness Month.

**Classification:** Regular

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

**Issue:** Proclamation proclaiming April 2026 as Autism Awareness Month.

**Fiscal Consideration:** N / A

**Staff Recommendation:** Presentation of proclamation

**Alternatives:** N / A

**Exclude Material from Public Packet?** No

**Reason:** N / A

---

### ROUTING:

Alessandra Garcia  
Imelda Perez  
City Management Office

Created/Initiated - 04/13/2026  
Approved - 04/14/2026  
Final Approval - 04/14/2026

# Proclamation



*WHEREAS*, Autism Spectrum Disorder (ASD) is a developmental condition that affects communication, behavior, and social interaction, impacting individuals and families across our community and beyond; and

*WHEREAS*, individuals with autism contribute to the social, cultural, and economic fabric of our community, and their unique strengths, talents, and perspectives should be recognized and valued; and

*WHEREAS*, early identification, access to services, and community-based support systems are critical in improving outcomes and enhancing the quality of life for individuals on the autism spectrum; and

*WHEREAS*, promoting awareness, acceptance, and inclusion in schools, workplaces, public spaces, and community programs helps remove barriers and ensures that all individuals—regardless of ability—can participate fully and meaningfully in community life; and

*WHEREAS*, inclusive initiatives, including accessible education, adaptive recreation, and supportive services, foster understanding, reduce stigma, and strengthen a more compassionate and equitable community; and

*WHEREAS*, increasing public awareness and encouraging community engagement are essential steps toward building a more inclusive environment where individuals with autism are supported, respected, and empowered.

*NOW THEREFORE*, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the month of April 2026 as:

*“Autism Awareness Month”*

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 20<sup>th</sup> day of April 2026.

**CITY OF PHARR**

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

**ATTEST:**

\_\_\_\_\_  
Imelda Perez, City Clerk

# Proclamation



*WHEREAS*, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery; and

*WHEREAS*, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment; and

*WHEREAS*, libraries provide free and equitable access to books, digital tools, and innovative programming, helping all individuals – regardless of background – learn, connect, and thrive; and

*WHEREAS*, libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, thereby strengthening the entire community; and

*WHEREAS*, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and

*WHEREAS*, libraries nurture young minds through story times, STREAM programs, and literacy initiatives, fostering curiosity and a lifelong love of learning; and

*WHEREAS*, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

*WHEREAS*, dedicated librarians, and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all.

*NOW THEREFORE*, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the week of April 19 - 25, 2026 as:

*“National Library Week”*

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 20<sup>th</sup> day of April 2026.

**CITY OF PHARR**

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

**ATTEST:**

\_\_\_\_\_  
Imelda Perez, City Clerk



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.A.

**DATE SUBMITTED:** April 9, 2026

**MEETING DATE:** April 20, 2026

**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 - 04/09/2026



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.A.

**DATE SUBMITTED:** April 10, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Recognition of EMS Chief and Emergency Management Coordinator Danny Ramirez on receiving the Emergency Management Impact Award.

**Classification:** Regular

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

**Issue:** At the 2026 South Texas All-Hazards Conference (STAHC), EMS Chief and Emergency Management Coordinator (EMC) Danny Ramirez received the Emergency Management Impact Award. This honor recognizes his leadership, coordination, and dedication to strengthening emergency preparedness and resilience in the community.

The STAHC is known for bringing together professionals across leadership, public health, emergency management, public works, and law enforcement to address emerging threats.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends recognition for award received.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### **ROUTING:**

Imelda Perez  
City Management Office

Created/Initiated - 04/10/2026  
New -



**AGENDA MEMORANDUM**

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.B.

**DATE SUBMITTED:**

**MEETING DATE:** April 20, 2026

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Trailblazer of the Month Recognition

**Classification:** Regular

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

**Issue:** Trailblazer of the Month Recognition

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends recognition of the April Trailblazer of the Month.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

**ROUTING:**

Imelda Perez  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created -  
-  
-  
-



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.C.

**DATE SUBMITTED:** April 9, 2026

**MEETING DATE:** April 20, 2026

**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 - 04/09/2026



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.A.

**DATE SUBMITTED:** April 14, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** City Clerk's Office

**DIRECTOR:** Imelda Perez

**Agenda Item:** Approval of Minutes for April 6, 2026 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Consent

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

**Issue:** Approval of Minutes for April 6, 2026 - Regular Called Meeting.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval of Minutes.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### **ROUTING:**

Imelda Perez  
City Management Office

Created/Initiated - 04/14/2026  
Final Approval - 04/14/2026

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, APRIL 6, 2026  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular-Special Called Meeting on Monday, March 25, 2026, and the following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Comm. Michael Pacheco  
Comm. Ramiro Caballero  
Comm. Ricardo Medina  
Comm. Itza Flores

**BOARD OF COMMISSIONERS ABSENT:** Comm. Roberto Carrillo  
Comm. Daniel Chavez

**STAFF PRESENT:** Jonathan Flores, City Manager  
Melanie Cano, Assistant City Manager  
Imelda Perez, City Clerk  
Patrizia Longoria, City Engineer  
Jamison Merrick, Finance Director  
Laura Parra, HR Director  
Juan Villescás, Municipal Court Judge  
Juan Gonzalez, Chief of Police  
Pilar Rodriguez, Fire Chief  
Roy Rodriguez, Code Comp. Director  
Roland Gomez, Development Services Director  
Luis Marin, Public Works Director  
Keyla Jalife, OSE Director  
Ruben Rosales, Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Adolfo Garcia, Library Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Danny Ramirez, EMS Chief  
CJ Sanchez, Pharr Chamber President  
Kenia Gomez, Chief Communications Officer  
Danny Ramirez, Interim P.S. Comm. Director  
Elizabeth Diaz, Public Health Director  
Will Borowski, Golf Director  
Abel Molina, Interim Special Events Director  
Napoleon Coca, Interim Grants Mgmt. Director  
Sara Guerra, Assistant Maintenance Dir.  
Victoria Brewster, Dir. of External Relations  
Yuri Gonzalez, Dir. Of Int'l Commercial Dev.

**CITY ATTORNEY:** Andres Guerra, City Attorney

April 6, 2026

**ITEM 1. CALL TO ORDER**

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

Mayor Pro-Tem Michael Pacheco called the meeting to order at 4:06 p.m. Roll call established a quorum.

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

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

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

**ITEM 2. PROCLAMATIONS**

**A) PROCLAMATION PROCLAIMING APRIL 2026 AS FAIR HOUSING MONTH.**

Jonathan Flores, City Manager, introduced the item.

Napoleon Coca, Grants Director, highlighted the importance of Fair Housing and emphasized that it was a foundation under the Fair Housing Act of 1968, ensuring the City's commitment to equal access to housing through partnerships and services. Pharr Housing Authority representatives, who serve over 3,200 residents, expressed appreciation for the Commission's support and reaffirmed their commitment to meeting the community's growing needs.

Comm. Flores read proclamation proclaiming April 2026 as Fair Housing Month. Mario Lizcano and team received the proclamation.

**B) PROCLAMATION PROCLAIMING APRIL 6–10, 2026 AS NATIONAL COMMUNITY DEVELOPMENT WEEK.**

Jonathan Flores, City Manager, introduced the item.

Sandra Regalado, Assistant Grants Director, recognized National Community Development Week and highlighted the City's long-standing participation in the CDBG program. She stated that partner organizations shared how funding supports community programs, and appreciation was expressed for the Mayor and Commission's continued support.

Comm. Caballero read proclamation proclaiming April 6-10, 2026, as National Community Development Week.

April 6, 2026

**C) PROCLAMATION PROCLAIMING APRIL 12–18, 2026 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK.**

Danny Ramirez, Interim Public Safety Comm. Director, recognized National Public Safety Telecommunications Week and highlighted the critical role of telecommunicators in emergency response. He commended their professionalism, dedication, and service to the community, and thanked the Mayor and Commission for their continued support.

Comm. Pacheco read proclamation proclaiming April 12-18, 2026, as National Public Safety Telecommunicators Week.

Mayor Hernandez entered the meeting at this point in the agenda. The time being 4:39 p.m.

**ITEM 11. CLOSED SESSION**

The time being 4:40 p.m., Mayor Pro Tem Pacheco stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda, and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084, and 551.087.

**ITEM 12. RECONVENE**

The time being 4:53 p.m., Mayor Hernandez stated the commission would resume the open meeting.

**ITEM 3. PUBLIC TESTIMONY**

Jonathan Flores, City Manager, introduced the item.

J.D. Salinas, AT&T representative, spoke on agenda item 6.C and expressed his concerns regarding the Fiber Optic ordinance.

George Antuna, Charter Communications – Spectrum, spoke on agenda item 6.C., and also expressed his concerns regarding the Fiber Optic ordinance.

Mayor Hernandez emphasized that different opinions were respected, while reaffirming the City's commitment to acting in the best interest of the community. He also expressed support for continued collaboration and welcomed all service providers to contribute positively to the city and its residents.

**ITEM 4. PUBLIC HEARINGS**

**A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES**

There were no public comments.

April 6, 2026

**ITEM 5. CITY MANAGER'S REPORTS**

**A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MARCH 2026.**

Jonathan Flores, City Manager, introduced the item.

**B) CITY ENGINEER'S REPORT**

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

**C) CITY EVENTS OF INTEREST**

Jonathan Flores, City Manager, introduced the item.

Kenia Gomez, Director of City Communications, presented a series of video recaps. She highlighted the S.A.F.E.R Homes, the Easter Eggstravaganza, and the Easter Scavenger Hunt events.

Kenia Gomez, Director of City Communications, reported that the Pharr Grants Management & Community Development would be celebrating its 52nd CDBG Birthday. She stated the event would take place on April 9, 2026, from 6:00 p.m. to 8:00 p.m. at The Hub Downtown Park and noted there would be cake, music, and games, and extended an invitation to everyone to attend.

Kenia Gomez, Director of City Communications, further reported on the City of Pharr Play for All Abilities event. She stated the event would take place on Saturday, April 11, 2026, from 9:00 a.m. to 11:00 a.m. at Allen & William Arnold City/School Park. She noted there would be various fun games, activities, and resources for the children, and extended the invitation to everyone to attend.

Kenia Gomez, Director of City Communications, also reported on the City of Pharr Community Garage Sale. She stated the event would take place on April 18, 2026, from 9:00 a.m. to 2:00 p.m. at Jose "Pepe" Salinas Recreation Center. She noted vendors would be charged a \$10.00 fee and were required to show proof of residency.

**ITEM 6. CONSENT AGENDA**

**A) APPROVAL OF MINUTES FOR MARCH 25, 2026 — REGULAR CALLED MEETING THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY.**

**B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2024-18 REGARDING WATER CONSERVATION AND**

April 6, 2026

**DROUGHT CONTINGENCY PLAN STAGE 2. (3RD AND FINAL READING) THIS ITEM SUPPORTS QL - QUALITY OF LIFE.**

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-46 OF THE CITY OF PHARR, TEXAS, CHAPTER 118, SUBDIVISION, MODIFYING SECTION X - FIBER OPTIC. (2ND READING) THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**
- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR CLOSURE OF A SINGLE OUTSIDE LANE OF N. JACKSON RD. FROM SIOUX RD. TO OWASSA RD. AND FRONTAGE ROAD OF I69 CENTRAL FROM SIOUX RD. TO OWASSA RD. FOR THE ANNUAL PHARR WARRIOR RACE TRIATHLON ON SATURDAY, MAY 2, 2026, FROM 4:00 A.M. TO 12:00 P.M. THIS ITEM SUPPORTS QL - QUALITY OF LIFE.**
- E) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH HIDALGO COUNTY AND THE CITY OF PHARR FOR LIBRARY SERVICES FOR COUNTY CALENDAR YEAR 2026. THIS ITEM SUPPORTS QL - QUALITY OF LIFE.**
- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE LIFT STATION NO. 31 AND FORCE MAIN IMPROVEMENTS PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**
- G) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
  - 1. 7-ELEVEN INC. DBA 7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, 7-11 CAGE ADDITION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6024 NORTH CAGE BOULEVARD. CUP#231106 - THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
  - 2. CAVAZOS MANAGEMENT, LLC., D/B/A TROPICAL ISLAND #2, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, OF THE RE-SUBDIVISION OF LOTS 2 & 3, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1801 WEST RIDGE ROAD. CUP#220951 - THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

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

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

April 6, 2026

Ordinance No. O-2026-08 and Resolution No R-2026-20 are filed with the City Clerk's Office.

## REGULAR AGENDA - OPEN SESSION

### ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-42 SETTING THE REQUIREMENTS FOR THE APPOINTMENT OF MEMBERS AND/OR OFFICERS FOR CITY OF PHARR BOARDS AND/OR COMMITTEES. (ADOPTION ON FIRST READING) (TABLED) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY.**

Jonathan Flores, City Manager, introduced the item and recommended it be untabled.

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

Jonathan Flores, City Manager, reintroduced the item and recommended no action.

- B) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUSPENDING IMPLEMENTATION OF INTERIM GRIP RATE ADJUSTMENTS PROPOSED BY TEXAS GAS SERVICE COMPANY. THIS ITEM SUPPORTS QL - QUALITY OF LIFE.**

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

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

Resolution No. R-2026-21 is filed with the City Clerk's Office.

- C) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF ASTER VILLAS, LP TO SUBMIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2026 4% HOUSING TAX CREDIT FOR ASTER VILLAS APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE.**

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

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

April 6, 2026

Resolution No. R-2026-22 is filed with the City Clerk's Office.

**D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE KEEP PHARR BEAUTIFUL BOARD. THIS TIME SUPPORTS SG-SOUND GOVERNANCE AND FISCAL SUSTAINABILITY.**

Jonathan Flores, City Manager, introduced the item and recommended appointing Jaime Lopez.

Comm. Medina **moved** to appoint Jaime Lopez to the Keep Pharr Beautiful Board. Comm. Flores seconded the motion, and when put to a vote, it carried unanimously.

Resolution No. R-2026-23 is filed with the City Clerk's Office.

**ITEM 8. ADMINISTRATIVE**

**A) CONSIDERATION AND ACTION, IF ANY, ACCEPTING THE CITY OF PHARR AUDITED FINANCIAL STATEMENTS FOR THE FY 2024-2025. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY.**

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

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

**ITEM 9. PURCHASING**

**A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF A ROTARY FAN PRESS FROM A-SQUARE WATER TREATMENT, LLC OUT OF LEAKEY, TEXAS (THE INTERLOCAL PURCHASING SYSTEM (TIPS) # 250104). THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF FIBER AND SUPPLIES FOR PHARR CONNECT FROM GRAYBAR, INC, OUT OF FORT WORTH, TEXAS FOR AN AMOUNT NOT TO EXCEED \$724,872.02 (OMNIA COOPERATIVE CONTRACT #EV2370). THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**

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

April 6, 2026

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

**ITEM 10. CONTRACTS/AGREEMENTS**

- A) CONSIDERATION AND ACTION, IF ANY, AWARDING CONTRACT TO THE SIGN DEPOT FOR THE DESIGN, ENGINEERING, AND INSTALLATION OF A LIGHTED MONUMENT SIGN (BUYBOARD CONTRACT NO. 777-25). THIS ITEM SUPPORTS QL - QUALITY OF LIFE.**

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

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH JAVIER HINOJOSA ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PROJECT ADMINISTRATION OF THE SOUTH REGIONAL DETENTION FACILITY AND DRAINAGE IMPROVEMENT PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**

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

Comm. Pacheco **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, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH J&R ENGINEERING FOR PROFESSIONAL WATER AND WASTEWATER ENGINEERING SERVICES RELATED TO THE SANITARY SEWER COLLECTION SYSTEM ELIMINATION PROJECT FOR LIFT STATIONS 26 AND 30 (AMENDMENT NO. 2). THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**

Jonathan Flores, City Manager, introduced the item and recommended the item be tabled.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH R. GUTIERREZ FOR PROFESSIONAL ENGINEERING SERVICES FOR THE TRI-CITY SIDEWALK IMPROVEMENTS PROJECT — PHASE II. THIS ITEM SUPPORTS IF - INFRASTRUCTURE.**

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

MINUTES: REGULAR CALLED MEETING

April 6, 2026

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

**ITEM 13. ADJOURNMENT**

There being no other business to come before the board, Comm. Pacheco **moved** to adjourn. Comm. Flores seconded the motion, and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:13 p.m.

CITY OF PHARR

---

AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 6<sup>th</sup> DAY OF APRIL 2026** 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, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

---

IMELDA PEREZ  
CITY CLERK

APPROVED:



## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.B.

**DATE SUBMITTED:** April 13, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** IT

**DIRECTOR:** Jose Pena

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-46 of the City of Pharr, Texas, Chapter 118, Subdivision, modifying Section X - Fiber Optic. **(3rd and Final Reading) This item supports IF - Infrastructure.**

**Classification:** Consent

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

**Issue:** Ordinance to require developers to escrow Fiber Optic infrastructure at Subdivision phase and enforce penalties for noncompliance.

**Fiscal Consideration:** NA

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** NA

**Exclude Material from Public Packet?** No

**Reason:** NA

---

### ROUTING:

Imelda Perez

Created/Initiated - 04/13/2026

Jose Pena

Approved - 04/13/2026

Hilda Pedraza

Approved - 04/13/2026

Ricardo Rodriguez

Approved - 04/13/2026

Jamison Merrick

Approved - 04/14/2026

City Management Office

Final Approval - 04/14/2026

ORDINANCE NO. O-2026-\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. O-2023-43 OF THE CITY OF PHARR, TEXAS CHAPTER 118, SUBDIVISIONS, ADDING SECTION X – FIBER OPTIC, PROVIDING FOR A REPEALING CLAUSE, AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE TO THE SUBJECT MATTER THEREOF**

**WHEREAS**, the City of Pharr has previously adopted subdivision regulations and a “Standards Manual: Construction and Development Guide” to provide uniform technical criteria for public infrastructure associated with land development within the City and its extraterritorial jurisdiction (“ETJ”); and

**WHEREAS**, the City of Pharr desires to apprise the public of the existence of these policies, standards, rules and regulations and to make them enforceable on a uniform basis; and

**WHEREAS**, the existing “Standards Manual: Construction and Development Guide” requires updates, modifications, and additions to establish fiber optic utility guidelines for development in our city; and

**WHEREAS**, Chapter 212 of the Texas Local Government Code authorizes the City to adopt rules governing plats and subdivisions of land to promote the health, safety, morals, and general welfare of the City and to provide for the safe, orderly, and healthful development of the community, including the regulation of municipal infrastructure improvements associated with new development; and

**WHEREAS**, the City finds that modern fiber optic communications infrastructure constitutes essential public utility infrastructure that supports public health, safety, education, economic development, and emergency response, and that integrating fiber conduit and related facilities into subdivision and site design at the time of development is the most efficient, least disruptive, and least costly means of achieving ubiquitous, future-ready broadband access; and

**WHEREAS**, the City further finds that requiring developers to design and install certain fiber optic conduit, handholes, cabinets, and related appurtenances in and along public rights-of-way and public utility easements, in a manner that is limited to improvements that are roughly proportionate to the demands and impacts of the proposed development, will promote fair and orderly growth, avoid duplicative street cuts, and preserve the public’s investment in transportation and utility corridors; and

**WHEREAS**, the City desires to implement these requirements in a competitively neutral and nondiscriminatory manner so that public fiber infrastructure may support multiple certificated service providers, and not impair use of ROW or access to buildings, consistent with applicable state law governing subdivision regulation and municipal infrastructure, while preserving all statutory and constitutional rights of affected property owners and developers; and

**WHEREAS**, the City has determined that it would be advantageous and beneficial to the citizens of the City to establish standards for the installation and construction of a fiber optic system within the City as set forth below.

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

**SECTION 1.** The City of Pharr's Standards Manual is hereby amended by adding Section X – Fiber Optic, as follows:

## **SECTION X – FIBER OPTIC**

### **X – 1 General**

The purpose of this section is to define the general requirements for the design and installation of the city's fiber optic network and to provide details for its correct implementation. All new proposed subdivisions, all new multi-family residential developments, and all new commercial or residential structures shall design and install conduit and fiber optic cable that will be dedicated to, owned by, and maintained by the City of Pharr as part of the City's public communications utility infrastructure (the "City Network"). The City Network is intended to function as shared backbone infrastructure that may be made available, on reasonable, nondiscriminatory, and competitively neutral terms, to multiple certificated telecommunications providers and other users as permitted by law. All designs shall adhere to the standards located within this ordinance. The City of Pharr Innovation & Technology (IT) and Engineering Departments shall be consulted if variations from these standards are anticipated.

### **X – 2 Design**

1. A main (2") PVC conduit with (30"x48") distribution handholes shall be designed to reach and provide connection to each service handhole in the subdivision.
2. A 1 ¼" PVC conduit shall be run from every service handhole on the main conduit side, across the roadway, and to a service handhole between every other lot on the opposite side of the roadway.
3. A (17"x30") service handhole shall be installed between every other lot.
4. All PVC conduits shall be a minimum of 3-ft deep when parallel to roadway and 5-ft deep at roadway crossings.
5. All new development fiber optic improvements shall be located inside a 5-ft Communication easement or inside an existing or proposed 15-ft Utility easement dedicated to the City of Pharr, as permitted by the Public Utilities Department.
6. A passive optical network (PON) cabinet adjacent to the city's fiber backbone shall be included in the design depending on the size of the subdivision or multi-family development as requested by the city's IT Department during plan review.
7. Fiber optic cable shall be pulled through all required conduits during the construction phase. For all new structures with concrete foundations, a sweep elbow with a pull string shall be installed from the foundation to the nearest service handhole to allow for future service connection.

#### 8. Residential Multifamily dwelling units

- a. A single 2" conduit shall be designed from the nearest city fiber distribution handhole or PON Cabinet to a centralized telecommunication room or demarcation point (d-marc) within the MDU property or building.
- b. A 17"x30" service handhole shall be installed on the property, adjacent to the public right-of-way or utility easement, to serve as the point of demarcation and splice enclosure for the city's network.
- c. From the centralized telecommunication room or demarcation point(D-Marc), individual ¾" innerduct or conduit shall be extended to each unit, apartment, or dwelling to provide a dedicated pathway for future fiber optic services.
- d. Conduits from individual building foundations to the service handhole shall be stubbed out with a sweep elbow and pull string during the pouring of concrete slabs.

#### 9. Commercial properties

- a. A single 4" conduit shall be designed from the nearest city fiber distribution handhole or network cabinet a 30"x48" service handhole placed on the commercial property, adjacent to the public right-of-way or utility easement.
- b. From this service handhole, a 4" conduit shall be extended to the building's designate telecommunications entrance room or designated utility area.
- c. All foundations requiring concrete shall include a stub-out with a sweep elbow and pull string from the foundation to the service handhole.

#### 10. Residential single-family properties

- a. For standard residential lots, the 1.25" conduit running from the main line to the service handhole between lots, as described in Section x-2 #2 and #3, shall satisfy the requirement for the development's primary infrastructure.
- b. At the time of single-family home construction, the builder shall install a 1.25" sweep elbow from the foundation of the home to the nearest service handhole. A pull string shall be left in place in the conduit for future fiber installation.

### **X – 3 Required Submittals**

#### A. Preliminary Approval Phase

To properly review and consider projects and grant preliminary approval, the following items must be addressed and shown on a fiber conduit site plan (1" = 50'):

1. Communication Easement(s) (if needed) dedicated to the City of Pharr, width(s) and location(s)
2. PON cabinet(s), size(s) and location(s)
3. Handhole(s), size(s) and location(s)
4. Conduit(s), size(s) and location(s)
5. Fiber(s), size(s)

#### B. Construction Phase

After preliminary approval has been granted by City of Pharr Development Services, the City will accept construction documents for review and approval. The submittal should include the following:

1. Plan and profiles showing service arrangements.
2. Complete construction details
3. Cost Estimate for all fiber optic utility improvements, including conduit, fiber optic cable, and associated infrastructure. Unit costs will be provided by the city's IT Department.
4. Commercial properties
  - a. For Commercial projects: shall include a lot-specific fiber stub-out site plan, detailing the location of the sweep elbow from the foundation to the dedicated service handhole, to be inspected prior to the concrete pour.
5. Residential single-family properties
  - a. For SF Residential properties: construction requirements shall include a lot-specific fiber stub-out site plan, detailing the location of the sweep elbow from the foundation to the dedicated service handhole, to be inspected prior to the concrete pour.
6. Residential Multifamily dwelling units
  - a. For MDU's shall include a composite drawing or site plans showing all inter-building conduit runs, the location of the main telecommunication room, and all handholes, with vertical profiles for deeper conduit placements.

After the IT Department reviews and approves the submittals, the following shall be submitted as part of the subdivision and construction processes:

1. Approved design for all fiber optic utility improvements in shapefile or .kmz file.
2. Escrow amount for fiber optic utilities.
3. As-built drawings in GIS-compatible format shall be submitted prior to acceptance.

These two items shall be required as part of the subdivision process to obtain a Notice to Proceed for the Subdivision as well as construction and inspection of conduit/fiber systems.

A final Certificate of Occupancy shall not be issued for any structure or phase of the development until the City of Pharr IT Department has verified and approved the installation of all required fiber optics conduit, handholes, cabinets, and fiber optic cable, confirming that all requirements of this section have been met.

If the developer is required to extend fiber optic utilities past their property limits and through other properties a reimbursement contract may be executed to allow the developer to recover that cost.

## **X – 4 Standard Details**

The following Standard Details (see appendix B) show the adopted standards required by the City of Pharr:

- FO – 1      Typical Fiber Optic Layout
- FO – 2      Typical Utility Service Arrangements
- FO – 3      Foundation to Handhole Service Sweep Detail
- STR – 1     local 50' with 15' utility easements

**SECTION 2: REPEALING CLAUSE**

All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3: SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**SECTION 4: PUBLICATION**

In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

**SECTION 5: 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.

**PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS**, on this the \_\_\_\_ day of March 2026.

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS**, on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS**, on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
IMELDA PEREZ, CITY CLERK



## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.C.

**DATE SUBMITTED:** April 9, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Patrizia Longoria, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Patrizia Longoria

**Agenda Item:** Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for the Safe Streets for All planning grant. **This item supports SSC - Safe and Secure Community.**

**Classification:** Regular

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

**Issue:** The City of Pharr received a Safe Street for All (SS4A) planning grant. Staff would like to advertise for proposals from qualified engineering firms to include an in-person presentation of the proposed work product.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Engineering staff recommends the City Commission allow staff to proceed with the advertisement.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### **ROUTING:**

Patrizia Longoria

Created/Initiated - 04/09/2026

Patrizia Longoria

Approved - 04/09/2026

Maritza Magallan

Approved - 04/09/2026

Ricardo Rodriguez

Approved - 04/13/2026

Jamison Merrick

Approved - 04/14/2026

City Management Office

Final Approval - 04/14/2026



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.D.

**DATE SUBMITTED:** April 13, 2026

**MEETING DATE:** April 20, 2026

**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 - 04/13/2026



## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.D.1.

**DATE SUBMITTED:** April 6, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Nancy Hernandez, Administrative Assistant

**DEPARTMENT:** Development Services

**DIRECTOR:** Roland Gomez

**Agenda Item:** Arturo Gabriel Castello Duran, representing AW & R Gregg LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being a 0.48-acre tract of land, more or less, out of Lots 6-7 & W1/2 Lot 8, Block 1, Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 201 West Sam Houston Avenue. COZ#260203 — **This item supports EV - Economic Vitality.**

**Classification:** Consent

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

**Issue:** Arturo Gabriel Castello Duran, representing AW & R Gregg LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C).

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends approval for the request of a Change of Zone from Single-Family Residential District (R-1) to General Business District (C).

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Nancy Hernandez

Roland Gomez

Melanie Cano

Created/Initiated - 04/06/2026

Approved - 04/06/2026

Final Approval - 04/07/2026



## MEMORANDUM

---

**DATE:** MONDAY, APRIL 20, 2026

**TO:** MAYOR AND CITY COMMISSION

**FROM:** ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN B. FLORES, CITY MANAGER

**SUBJECT:** Re-zoning Request: From Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being a 0.48 acre tract of land, more or less, out of Lots 6-7 & W ½ Lot 8, Block 1, Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 201 W Sam Houston Ave. COZ#260203

---

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:

Arturo Gabriel Castello Duran, representing AW & R Gregg LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C) in order to develop and construct a plaza.

The subject site is located on the south side of West Sam Houston Avenue and has a physical address of 201 W Sam Houston Avenue. The property is legally described as being a 0.48-acre



tract of land, more or less, out of Lots 6-7 & W ½ Lot 8, Block 1 Van Williams Subdivision, Pharr, Hidalgo County, Texas. The property fronts West Sam Houston Avenue, a 80 ft. major collector

which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property to the east was zoned to Single-Family Residential District (R-1) upon comprehensive zoning 1982. The properties to the west were zoned to Two Family Residential District (R2) from Single-Family Residential District (R-1) on November 19, 1996. The properties to the north were zoned Residential Multi-Family High Density District (R-3) upon comprehensive zoning 1982. The properties to the south were zoned General Business District (C) upon comprehensive zoning 1982. 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 the traffic from such uses should not pass-through residential areas, except on arterials or major collectors.

Sixteen (16) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on March 20, 2026, and a legal notice was published in the Advance News Journal on March 18, 2026. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning from Single-Family Residential District (R-1) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Single-Family Residential District (R-1) to General Business District (C) at the meeting of April 2, 2026. There were four members present and voting.

### **CITY COMMISSION OPTIONS:**

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



# Pharr

Development Services





## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.D.2.

**DATE SUBMITTED:** April 6, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Nancy Hernandez, Administrative Assistant

**DEPARTMENT:** Development Services

**DIRECTOR:** Roland Gomez

**Agenda Item:** Omar Cano, representing Aldape Development LLC, owner, has filed with Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being a 5.0 - acre tract of land out of Lot 236, Kelly-Pharr Subdivision of Porciones 69 and 70, Pharr, Hidalgo County, Texas. The property is physically located within the 200 Block of West Hall Acres Road. COZ#260204. **This item supports EV - Economic Vitality.**

**Classification:** Consent

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

**Issue:** Omar Cano, representing Aldape Development LLC, owner, has filed with Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH).

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends approval for the request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH).

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Nancy Hernandez

Roland Gomez

Melanie Cano

Created/Initiated - 04/06/2026

Approved - 04/06/2026

Final Approval - 04/07/2026



# Pharr

Development Services



## MEMORANDUM

---

**DATE:** THURSDAY, APRIL 2, 2026

**TO:** MAYOR AND CITY COMMISSION

**FROM:** ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

**SUBJECT:** Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being a 5.0-acre tract of land out of Lot 236, Kelly-Pharr, Subdivision, Hidalgo County, Texas. The property is physically located within the 200 Block of W Hall Acres Road. COZ#260204

---

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:**

Omar Cano, representing Aldape Development LLC, owner, 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 Townhouse Residential District (R-TH) in order to construct townhouses.

The subject site is located within the 200 Block of West Hall Acres Road. The property is legally described as being a 5.0-acre tract of land out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Hall Acres, a 80 ft. major collector which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property was zoned Agricultural and/or Open Space District (A-O). The properties to the north were zoned Agricultural and/or Open Space District (A-O) and Single-Family Residential District (R-1). The properties to the east were zoned Agricultural and/or Open Space District (A-O) and General Business District (C) and to the south the property was zoned Agricultural and/or Open Space District (A-O). The properties to the west were zoned Agricultural and/or Open Space District (A-O) when the city annexed on June 21, 1983. The property is generally designated for residential use in the Land Use Plan.

The Residential Townhouse District (R-TH) is established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied. Townhouse development is a low to medium density use and before zoning to townhouse usage, the increased requirements for street, water and fire protection, wastewater, drainage, and adequate open space must be met. Townhouse developments must be properly buffered from non-residential uses and protected from high volumes of non-single-family traffic, or from pollution and/or environmental hazards.

Twenty-Three (23) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on March 20, 2026, and a legal notice was published in the Advance News Journal on March 18, 2026. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse

Residential District (R-TH) at the meeting of April 20, 2026. There were four members present and voting.

**CITY COMMISSION OPTIONS:**

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



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.D.3.

**DATE SUBMITTED:** April 6, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Nancy Hernandez, Administrative Assistant

**DEPARTMENT:** Development Services

**DIRECTOR:** Roland Gomez

**Agenda Item:** Rosa Hilda Cavazos, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1). The property is legally described as being all of Lot 1, Angel S. C. Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 229 West Sam Houston Avenue. COZ# 260205 **This item supports EV - Economic Vitality.**

**Classification:** Consent

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

**Issue:** Rosa Hilda Cavazos, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1).

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends approval for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1).

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### **ROUTING:**

Nancy Hernandez

Roland Gomez

Melanie Cano

Created/Initiated - 04/06/2026

Approved - 04/06/2026

Final Approval - 04/07/2026



# Pharr

Development Services



## MEMORANDUM

---

**DATE:** MONDAY, APRIL 20, 2026

**TO:** MAYOR AND CITY COMMISSION

**FROM:** ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN B. FLORES, CITY MANAGER

**SUBJECT:** Re-zoning Request: From Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1). The property is legally described as being all of Lot 1, Angel S. C. Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 229 West Sam Houston Avenue. COZ#260205

---

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:**

Rosa Hilda Cavazos, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1) in order to construct a single-family home.

The subject site is located at 229 West Sam Houston Avenue. The property is legally described as being all of Lot 1, Angel S. C. Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Sam Houston Avenue, a 80 ft. major collector which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property to the east was rezoned from Neighborhood Commercial District (N-C) to Residential Multi-Family District (R-MF) on May 5, 2021. The property and the properties to the south and west were rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) upon comprehensive zoning 1982. The properties to the north were rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) and Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density (R-MFHD) upon comprehensive zoning 1982. The property is generally designated for residential use in the Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied. Townhouse development is a low to medium density use and before zoning to townhouse usage, the increased requirements for street, water and fire protection, wastewater, drainage, and adequate open space must be met. Townhouse developments must be properly buffered from non-residential uses and protected from high volumes of non-single-family traffic, or from pollution and/or environmental hazards.

Twenty-three (23) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on March 20, 2026, and a legal notice was published in the Advance News Journal on March 18, 2026. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Residential Multi-Family District (R-MF) to Single-Family Residential District (R-1) at the meeting on April 2, 2026. There were 4 members present and voting.

**CITY COMMISSION OPTIONS:**

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



## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.D.4.

**DATE SUBMITTED:** April 6, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Nancy Hernandez, Administrative Assistant

**DEPARTMENT:** Development Services

**DIRECTOR:** Roland Gomez

**Agenda Item:** SAMES Inc., representing MECA Investment Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E). The property is legally described as being a 20-acre tract of land, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1100 as East Minnesota Road. COZ#260306 **This item supports EV - Economic Vitality.**

**Classification:** Consent

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

**Issue:** SAMES Inc., representing MECA Investment Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E).

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommend approval of the request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E).

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Nancy Hernandez

Roland Gomez

Melanie Cano

Created/Initiated - 04/06/2026

Approved - 04/06/2026

Final Approval - 04/07/2026



# Pharr

Development Services



## MEMORANDUM

---

**DATE:** MONDAY, APRIL 20, 2026

**TO:** MAYOR AND CITY COMMISSION

**FROM:** DEVELOPMENT SERVICES

**THROUGH:** JONATHAN B. FLORES, CITY MANAGER

**SUBJECT:** Re-zoning Request: From Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E). The property is legally described as being a 20 acre tract of land, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1100 East Minnesota Road. COZ#260306

---

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:**

SAMES Inc., representing MECA Investments Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E) in order to develop and construct single-family homes.

The subject site is located at 1100 East Minnesota Road. The property is legally described as being a 20 acre tract of land, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Minnesota Road, a 80 ft. major collector which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Residential Multi-Family District (R-MF). It was rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) on May 16, 2022. A portion of the properties to the north are zoned Agricultural and/or Open Space District (A-O) and the other portion was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on July 2, 2018. The property to the east was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on May 15, 2023. A portion of the properties to the south is zoned Agricultural and/or Open Space District (A-O) and the other portion was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on September 20, 2011. The properties to the west were rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on March 1, 2005. There have been no other zoning requests within the general vicinity of the property since that time. The property is generally designated for residential use in the Land Use Plan.

The Single-Family Residential Estate District (R1-E) is intended to provide for development of primarily very-low density detached, single-family residences on lots of not less than 10,000 square feet. It is intended for large lot subdivisions to provide sufficient space in appropriate locations for residential development to meet the present needs. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses, and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic. To promote the most desirable use of land and direction of building development not in conflict with the adopted policies of the city; to promote stability or residential development; to protect the character of the district; to conserve the value of land and buildings; and to protect the city's tax base.

Fifty-one (51) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on March 20, 2026, and a legal notice was published in the Advance News Journal on March 18, 2026. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Residential Multi-Family District (R-MF) to Single-Family Residential Estate District (R1-E) at the meeting on April 2, 2026. There were 4 members present and voting.

#### **CITY COMMISSION OPTIONS:**

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



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 7.A.

**DATE SUBMITTED:** April 14, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Jamison Merrick, Finance Director

**DEPARTMENT:** Finance

**DIRECTOR:** Jamison Merrick

**Agenda Item:** Consideration and approval of an ordinance authorizing the City's Certificates of Obligation, Series 2026 in an amount not to exceed \$60,000,000 for the purposes set forth in the Notice of Intention; providing for the payment thereof by the levy of an ad valorem tax and a lien on and pledge of pledged revenues; delegating the authority to certain City Officials to effect the forgoing; and other matters in connection therewith. ***(Adoption on 1st Reading.)*** This item supports **SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** As part of the planned development and construction of a multi-use facility, the City is planning to issue certificates of obligation in an amount not to exceed \$60,000,000. This item was included and approved in the City's budget for FY 2025-2026.

An ordinance must be approved to proceed with issuance.

**Fiscal Consideration:** Fees associated with the transaction will be included in the certificate of obligation proceeds.

**Staff Recommendation:** Move to approve the City's Certificate of Obligation Ordinance.

**Alternatives:** Not to approve.

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### **ROUTING:**

Jamison Merrick  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 04/14/2026  
Approved - 04/14/2026  
Final Approval - 04/14/2026

## ORDINANCE

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$60,000,000 “CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026”; PROVIDING FOR THE PAYMENT OF THE CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING THE CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES; PROVIDING THE TERMS AND CONDITIONS OF THE CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE CERTIFICATES, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE PROVISIONS OF THE DEPOSITORY TRUST COMPANY’S LETTER OF REPRESENTATIONS; DELEGATING THE AUTHORITY TO CERTAIN CITY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Commission (the *Governing Body*) of the City of Pharr, Texas (the *Issuer* or the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$60,000,000 for the purpose of providing funds for the payment of contractual obligations of the Issuer to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending a multi-use facility to support essential government operations, emergency response, and municipal service delivery (including use as a public safety facility for emergency shelter, administrative offices housing the governmental functions of the City, an animal shelter, provision of billing services for utility systems, and public safety seminars), (2) designing, acquiring, constructing, renovating, improving, and equipping various City street, parking structures, and sidewalk improvements, including necessary capital maintenance and utilities relocation, drainage, and landscaping necessary or incidental thereto, (3) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (4) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects (collectively, the *Projects*); and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation (the *Notice*) was approved by ordinance at a public meeting and stated (1) the then current principal of all outstanding debt of the City; (2) the then current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City’s expectations relative to the interest due on any variable rate debt obligations, as applicable (3) the maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate

for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, the Notice has been published on the City’s website and duly published in a newspaper hereby found and determined to be of general circulation in the City, once a week for two consecutive weeks, the date of the 1st publication of such notice being not less than 46 days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the Notice, signed by at least 5% of the qualified electors of the Issuer, has been presented to or filed with the City Clerk prior to the date tentatively set in such notice for the passage of this ordinance (the *Ordinance*) adopted by the Governing Body on April 20, 2026; and

WHEREAS, the Governing Body hereby finds and determines that the certificates of obligation in the principal amount of \$ \_\_\_\_\_ described in the Notice should be issued and sold at this time; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the certificates of obligation and the adoption of this Ordinance are in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PHARR THAT:

SECTION 1: Authorization – Designation – Principal Amount – Purpose. The certificates of obligation of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ AND NO/100 DOLLARS (\$ \_\_\_\_\_), to be designated and bear the title of “CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026” (the *Certificates*), for the purpose of paying contractual obligations to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending a multi-use facility to support essential government operations, emergency response, and municipal service delivery (including use as a public safety facility for emergency shelter, administrative offices housing the governmental functions of the City, an animal shelter, provision of billing services for utility systems, and public safety seminars), (2) designing, acquiring, constructing, renovating, improving, and equipping various City street, parking structures, and sidewalk improvements, including necessary capital maintenance and utilities relocation, drainage, and landscaping necessary or incidental thereto, (3) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (4) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects. The Certificates are being issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through 271.064, Chapter 1371, Texas Government Code, as amended (the *Act*), the Home Rule Charter of the Issuer, and this Ordinance.

As authorized by the Act, as amended, Texas Government Code, the Mayor, the Mayor Pro Tem, the City Manager, the Chief Finance Officer, and/or the City Clerk (each of the foregoing, individually, an *Authorized Official*) are each hereby authorized, appointed, and designated as the officer of the City authorized to act on behalf of the City in selling and delivering the Certificates authorized herein and carrying out the procedures specified in this Ordinance, including approval of the aggregate principal amount of each maturity of the Certificates, the redemption provisions therefor, the Dated Date thereof, the method of sale, the designation of the Certificates as “qualified tax exempt obligations” as necessary or appropriate, and the rate of interest to be borne on the principal amount of each series. Each Authorized Official, acting for and on behalf of the City, is authorized to execute the Approval Certificate attached as Schedule I hereto. The Certificates shall be issued in the principal amount not to exceed \$60,000,000, the latest permitted maturity of the Certificates will be August 15, 2055, the Certificates must be sold by April 20, 2026, and the net effective per annum interest rate shall not exceed the highest rate calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code. Each Authorized Official may select and effectuate the provision of a bond insurance policy related to the Certificates, as necessary or desired. The execution of the Approval Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined) in accordance with the provisions of the Act. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Ordinance to reflect such final terms.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Interest Rates – Certificate Date. The Certificates are issuable in fully registered form only, shall be dated May 21, 2026 (the *Certificate Date*), shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from 1 upward, and the Certificates shall become due and payable on August 15 in each of the years (the *Stated Maturities*) and in the amounts and bear interest at the rates per annum, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		

2047  
2048  
2049  
2050  
2051  
2052  
2053  
2054  
2055

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about May 21, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing August 15, 2026 while the Certificates are Outstanding.

SECTION 3: Payment of Certificates – Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable to the Holder (hereinafter defined), appearing on the registration and transfer books maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of and interest on the Certificates shall be without exchange or collection charges to the Holder of the Certificates.

The selection and appointment of BOKF, NA, Dallas, Texas, to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Certificates is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates (the *Holder* or *Holder*s) appearing on the Security Register maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided: (i) on the Record Date (hereinafter defined) for purposes of paying interest thereon; (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity; and (iii) on any other date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register; or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of 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 day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for 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 (the *Special Payment Date* – which shall be 15 days after the Special Record Date) shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

A. Mandatory Redemption of Certificates. The Certificates stated to mature on August 15, 20\_\_ and August 15, 20\_\_ are referred to herein as the "Term Certificates". The Term Certificates are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in the year as set forth below:

Term Bonds  
Stated to Mature  
on August 15, 20\_\_

Year      Principal  
Amount (\$)

Term Bonds  
Stated to Mature  
on August 15, 20\_\_

Year      Principal  
Amount (\$)

\*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificate of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Certificates. The Certificates having Stated Maturities on and after August 15, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on August 15, 20\_\_ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least 45 days prior to a date set for the redemption of the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Certificates shall be entered in the minutes of the governing body of the Issuer.

D. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

E. Notice of Redemption. Not less than 30 days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the

date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Certificates. Neither the Issuer nor the Paying Agent/Registrar shall be required (i) to transfer or exchange any Certificate during a period beginning 45 days prior to the date fixed for redemption of the Certificates or (ii) to transfer or exchange any Certificate selected for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5: Execution – Registration. The Certificates shall be executed on behalf of the Issuer by its Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and attested by its City Clerk. The signature of either of said officers on the Certificates may be manual, electronic, or facsimile. Certificates bearing the manual, electronic or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8B, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8C, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be

conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6: Registration – Transfer – Exchange of Certificates – Predecessor Certificates.  
A Security Register relating to the registration, payment, transfer, or exchange of the Certificates shall at all times be kept and maintained by the Issuer at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates or, if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates executed on behalf of, and furnished by, the Issuer of authorized denominations and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver new Certificates executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States registered mail to the Holder at his request, risk, and expense and, upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 21 in lieu of a mutilated, lost, destroyed,

or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7: Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$ \_\_\_\_\_ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward, for transfer and delivery to the Holders named and at the addresses identified therefor; all pursuant to and in accordance with and pursuant to such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms Generally. The Certificates, the Registration Certificate of Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

*[The remainder of this page intentionally left blank.]*

A. Form of Definitive Certificate.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2026

Certificate Date:                      Interest Rate:                      Stated Maturity                      CUSIP No.:  
May 21, 2026

REGISTERED OWNER: \_\_\_\_\_  
PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Pharr, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about May 21, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, until such principal sum has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing August 15, 2026.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (the *Certificates*) pursuant to an Ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of paying contractual obligations of the Issuer to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending a multi-use facility to support essential government operations, emergency response, and municipal service delivery (including use as a public safety facility for emergency shelter, administrative offices housing the governmental functions of the City, an animal shelter, provision of billing services for utility systems, and public safety seminars), (2) designing, acquiring, constructing, renovating, improving, and equipping various City street, parking structures, and sidewalk improvements, including necessary capital maintenance and utilities relocation, drainage, and landscaping necessary or incidental thereto, (3) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (4) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects. The Certificates are being issued under and in strict conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code; the Certificate of Obligation Act of 1971, as amended, Chapter 1371, Texas Government Code, as amended, Texas Local Government Code Section 271.041 through 271.064, the Issuer’s Home Rule Charter, and the Ordinance.

The Certificates stated to mature on August 15, 20\_\_ and August 15, 20\_\_ are referred to herein as the “Term Certificates”. The Term Certificates are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in the year as set forth below:

Term Bonds Stated to Mature on August 15, 20__		Term Bonds Stated to Mature on August 15, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

\*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificate of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Certificate

Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement

The Certificates stated to mature on and after August 15, 20\_\_ may be redeemed prior to their Stated Maturities, at the option of the Issuer, on August 15, 20\_\_, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption; provided, however, that at least 30 days' prior to written shall be sent to the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Certificates of this series are payable from the levy of an ad valorem tax, within the limitations prescribed by law, upon all taxable property in the Issuer and are additionally payable from and secured by a lien on and pledge of the Surplus Revenues received by the City from the ownership and operation of the System, as provided in the Ordinance authorizing the Certificates. The Issuer has previously authorized the issuance of the Limited Pledge Revenue Obligations that are payable from a lien on and pledge of a limited amount of Surplus Revenues of the System as described in the ordinances authorizing the issuance of the Limited Pledge Revenue Obligations. In the Ordinance, the Issuer retains the right to issue Revenue Obligations, Additional Limited Pledge Revenue Obligations, and Inferior Lien Obligations without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and

conditions under which the Issuer may issue Revenue Obligations, Additional Limited Pledge Revenue Obligations, and Inferior Lien Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register: (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon; (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part; and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for 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 (the *Special Payment Date* – which shall be 15 days after the Special Record Date) shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Surplus Revenues as aforesated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be duly executed under its official seal.

CITY OF PHARR, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(CITY SEAL)

*[The remainder of this page intentionally left blank.]*



D. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_  
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

\_\_\_\_\_

*[The remainder of this page intentionally left blank.]*

E. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in subsection B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings “Interest Rate \_\_\_\_\_” and “Stated Maturity \_\_\_\_\_” shall both be completed “as shown below”; and
- (ii) the first 2 paragraphs shall read as follows:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Pharr, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the 15th day of August in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
-------------------------------------	----------------------------------	------------------------------

(Information to be inserted from schedule in Section 2 hereof.)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on or about May 21, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, until the principal amounts have become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing August 15, 2026.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

F. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Certificates, the definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, certain terms used in Section 40 of this Ordinance have the meanings assigned to them in Section 40 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Revenue Obligations* shall mean: (i) obligations hereafter issued by the Issuer payable wholly or in part from and secured by a lien on and pledge of the Surplus Revenues as provided in Section 17 of this Ordinance; and (ii) obligations hereafter issued to refund any of the foregoing as determined by the Governing Body in accordance with any applicable law.

B. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Chief Finance Officer, and/or the City Clerk (or any individual serving in the foregoing capacities on an interim or acting basis).

C. The term *Certificates* shall mean the \$ \_\_\_\_\_ “CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026” authorized by this Ordinance.

D. The term *Certificate Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

E. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

F. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Issuer become delinquent.

G. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the

principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

H. The term *Depository* shall mean an official depository bank of the Issuer.

I. The term *Fiscal Year* shall mean the annual financial accounting period for the Issuer now ending on September 30<sup>th</sup> of each year; provided, however, the Governing Body may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

J. The term *Government Securities*, as used herein, shall mean: (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States; (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; (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 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 (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

K. The term *Gross Revenues* for any period shall mean all income and revenue received by the Issuer by virtue of the operation of municipally owned System.

L. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

M. The term *Inferior Lien Obligations* shall mean (i) bonds, notes, warrants, or other obligations hereafter issued by the Issuer payable and equally and ratably secured wholly or in part from a pledge of and lien on certain surplus revenues of the System which is subordinate and inferior to the lien on and pledge of Net Revenues securing the payment of the Limited Pledge Obligations and any Revenue Obligations or Additional Limited Pledge Obligations hereafter issued and (ii) any obligations issued to refund the foregoing payable and equally and ratably secured from a junior and inferior lien on and pledge of such surplus revenues described above as determined by the Governing Body in accordance with any applicable law.

N. The term *Interest Payment Date* shall mean the date semi-annual interest is payable on the Certificates, being February 15 and August 15, commencing August 15, 2027, while any of the Certificates remain Outstanding.

O. The term *Issuer* shall mean the City of Pharr, Texas, located in the County of Hidalgo, Texas and, where appropriate, the Governing Body of the Issuer.

P. The term *Insurer* means \_\_\_\_\_.

Q. The term *Limited Pledge Revenue Obligations* shall mean (i) the currently outstanding obligations designated as:

(1) “City of Pharr, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Taxable Series 2012”, dated July 1, 2012, original issued in the aggregate principal amount of \$7,625,000;

(2) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016”, dated March 1, 2016, originally issued in the aggregate principal amount of \$14,290,000;

(3) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017”, dated November 15, 2017, originally issued in the aggregate principal amount of \$17,240,000;

(4) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018”, dated September 15, 2018, originally issued in the aggregate principal amount of \$16,440,000;

(5) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020”, dated January 1, 2020, originally issued in the aggregate principal amount of \$25,000,000;

(6) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021”, dated July 1, 2021, originally issued in the aggregate principal amount of \$37,425,000;

(7) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2021”, dated August 1, 2021, originally issued in the aggregate principal amount of \$3,157,000;

(8) “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025”, dated November 1, 2025, originally issued in the aggregate principal amount of \$16,600,000;

(9) Upon issuance, the Certificates;

and (ii) obligations hereafter issued to refund the foregoing as determined by the Governing Body in accordance with any applicable law.

R. The term *Net Revenues* for any period shall mean the Gross Revenues less the expenses of operation and maintenance, including all salaries, labor, materials, repairs and improvements necessary to maintain and operate the Issuer’s municipally owned System; provided, however, that only such repairs and improvements as in the judgment of the Governing Body, reasonably and fairly exercised, are necessary to keep the Issuer’s System in operation and render adequate service to the Issuer and the inhabitants thereof, or such as might be necessary to meet some physical action or condition which would otherwise impair the security of any bonds or other obligations payable from and secured by a lien on the Net Revenues derived from the ownership and operation of the System shall be deducted in determining Net Revenues.

S. The term *Ordinance* shall mean this ordinance adopted by the Governing Body of the Issuer on April 20, 2026.

T. The term *Outstanding* when used in this Ordinance with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the Issuer in accordance with the provisions of Section 25 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 21 of this Ordinance.

U. The term *Pledged Revenues* during the entire period the Certificates or interest thereon remain Outstanding and unpaid, shall mean an amount of Net Revenues not in excess of \$1,000.

V. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that are deposited into the Revenue Fund pursuant to Section 13 of this Ordinance and that may be transferred by the Issuer, in any given Fiscal Year, to the Certificate Fund.

W. The term *Policy* shall mean the Municipal Bond Insurance Policy issued by the Insurer that guarantees the scheduled payment of principal and interest on the Bonds when due

X. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 22 of this Ordinance.

Y. The term *Revenue Obligations* shall mean: (i) bonds or other obligations payable from and secured by a lien on and pledge of the Net Revenues not limited to a pledge of the Surplus Revenues as provided in Section 12 of this Ordinance and being prior and superior to the lien on and pledge thereof securing the payment of the currently outstanding Limited Pledge Revenue Obligations and any Additional Limited Pledge Revenue Obligations or Inferior Lien Obligations hereafter issued by the Issuer; and (ii) obligations hereafter issued to refund any of the foregoing as determined by the Governing Body in accordance with any applicable law.

Z. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on August 15 of each year, as set forth in Section 2 of this Ordinance.

AA. The term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water, for the collection and treatment of wastewater, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the City, and the City expressly reserves the right at its sole discretion to include additional utility, telecommunications, technology, or similar enterprise services as components of the

System; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of any special revenue obligations of the City which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Revenue Obligations, including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10: Certificate Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026, INTEREST AND SINKING FUND” (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 23. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

The Issuer, at its sole discretion, may appropriate the Pledged Revenue Amount and deposit it into the Certificate Fund as provided in Section 14 hereof. The Pledged Revenue Amount, if deposited into the Certificate Fund, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund established pursuant to the provisions of this Ordinance may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, 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 indirect obligations 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, Small Business Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or Federal Housing Administration; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or

times. Except as provided in Section 13 hereof, all interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the Fiscal Year commencing October 1, 2023 and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each \$100 valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the Governing Body establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Governing Body shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after: (i) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied; and (ii) adding thereto the amount of the Pledged Revenue Amount, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenue Amount, if any, appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12: Pledge of Pledged Revenues.

A. The Issuer hereby covenants and agrees that (i) the Pledged Revenue Amount is (within the limitation of a total amount not to exceed \$1,000 during the time the Certificates or interest thereon remain Outstanding and unpaid) hereby irrevocably pledged to the payment of the principal of and interest on the Certificates (subject to the provisions of Section 10), and (ii) the pledge of Pledged Revenue Amount herein made for the payment of the Certificates shall constitute a lien on and pledge of the Pledged Revenue Amount in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the Issuer. The Issuer has previously authorized the issuance of the Limited Pledge Revenue Obligations that are payable from and secured, in part, by a lien on and pledge of the Pledged Revenue Amount as defined in the ordinances authorizing the issuance of the Limited Pledge Revenue Obligations.

B. Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of ad valorem taxes granted by the Issuer in Section 11, and the Pledged Revenue Amount granted by the Issuer under subsection A of this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Pledged Revenues granted by the Issuer is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in this pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in this pledge to occur.

SECTION 13: Revenue Fund. The Issuer covenants and agrees that there shall, from time to time be deposited into a special fund or account designated as “City of Pharr, Texas, Pledged Revenue Fund” (the *Revenue Fund*) previously created, established, and maintained by the Issuer amounts whose sum shall not exceed, in the aggregate, \$1,000 which shall constitute the Pledged Revenue Amount. The amounts on deposit in the Revenue Fund shall be pledged and appropriated to the extent required to the payment of the amounts required to be deposited in the Certificate Fund.

Pledged Revenues, and income earned thereon, in the Revenue Fund in excess of the amounts required to fully discharge and satisfy the foregoing requirements may be used for any lawful purpose.

SECTION 14: Deposits to Certificate Fund – Surplus Certificate Proceeds. The Issuer covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the Revenue Fund, any Pledged Revenue Amount appropriated during any Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited in the Certificate Fund and ad valorem taxes levied and collected shall be deposited in the Certificate Fund. In addition, any surplus proceeds, along with any investment income thereon, from the sale of the Certificates not expended for authorized purposes shall be deposited in the

Certificate Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Certificate Fund from ad valorem taxes or Pledged Revenues.

SECTION 15: Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer: (i) defaults in the payments to be made to the Certificate Fund; or (ii) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 17: Additional Obligations. The Issuer expressly reserves the right to hereafter issue Revenue Obligations, Additional Limited Pledge Revenue Obligations, and Inferior Lien Obligations without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise.

Revenue Obligations, Additional Limited Pledge Revenue Obligations, and Inferior Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the Holders of the Limited Pledge Revenue Obligations or the Certificates) upon such terms and conditions as the Governing Body may determine. Additional Limited Pledge Revenue Obligations, if issued and payable, in whole or in part from Pledged Revenues (as defined in the same or similar terms as the term Pledged Revenues is defined in this Ordinance), shall not, in any event, be construed as payable from the Pledged Revenues required by this Ordinance to be budgeted and appropriated for the payment of the Certificates and interest thereon. Any Inferior Lien Obligations hereafter issued shall be payable from and secured by a lien on and pledge of certain pledged revenues of the System that is subordinate and inferior to the lien on and pledge of the Net Revenues securing the payment of the currently outstanding Limited Pledge Revenue Obligations or any Revenue Obligations or Additional Limited Pledge Revenue Obligations hereafter issued by the Issuer.

SECTION 18: Special Covenants. The Issuer hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised this power under the laws of the State of Texas, including power existing under Chapter 1502, as amended, Texas Government Code; the

Certificate of Obligation Act of 1971, as amended; Texas Local Government Code Section 271.041 through Section 271.064; and the Issuer's Home Rule Charter; and

B. other than for the payment of the currently outstanding Limited Pledge Revenue Obligations and the Certificates, the Net Revenues have not in any manner been pledged to the payment of any debt or obligation of the Issuer.

SECTION 19: Notices to Holders – Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates or Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 21: Mutilated, Destroyed, Lost, and Stolen Certificates. If: (i) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate; and (ii) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Certificate, pay such Certificate. Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees

and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 22: Sale of the Certificates - as a Negotiated Sale – Authorization of Purchase Contract – Official Statement Approval – Use of Proceeds. The Certificates authorized by this Ordinance are hereby sold by the Issuer to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as the authorized representative of a group of underwriters (the *Purchasers*), having all the rights, benefits, and obligations of a Holder, in accordance with the provisions of a Purchase Contract, dated April \_\_, 2026, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes. The Initial Certificate shall be registered in the name of \_\_\_\_\_. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. Each Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines, and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the Issuer hereby ratifies, confirms, and approves in all respects: (i) the Issuer’s prior determination that the Preliminary Official Statement was, as of its date, “deemed final” in accordance with the Rule (hereinafter defined); and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, referenced in the Purchase Contract (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved, and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated April \_\_, 2026 in the reoffering, sale and delivery of the Certificates to the public. The Mayor and City Clerk are further authorized and directed to manually execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

Proceeds derived from the sale of the Certificates (after paying remaining costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Certificates and used to pay costs- of such projects. This special construction account shall be established and maintained at the Depository and shall be

invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

SECTION 23: Covenants Regarding Tax Exemption of Interest on the Certificates.

A. Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates 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 City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced 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 of the Certificates or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, 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 Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent (5%) of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent (5%) 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;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent (5%) of the proceeds of the Certificates (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;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, 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 Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10% of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90% 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 Certificates have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

B. Rebate Fund. In order to facilitate compliance with the above covenant (9), a *Rebate Fund* is hereby established by the City 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.

C. Proceeds. The City 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 Certificates. It is the understanding of the City 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 Certificates, the City 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 Certificates 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 Certificates, the City 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 Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Chief Finance Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

D. Allocation of, and Limitation on, Expenditures for the Project. The City 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 on its books and records in accordance with the requirements of the Internal Revenue Code. The City 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 5th anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City 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 Certificates. For purposes hereof, the City 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.

E. Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. 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 City 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.

G. Written Procedures. 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 C as the City's written procedures.

SECTION 24: Control and Custody of Certificates. The Mayor of the Issuer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, individually or any combination of them, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 25: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent; and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificates. To the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 23 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal

amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in clause (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of clause (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 26: Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Clerk of the City is hereby approved and authorized.

SECTION 27: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 28: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 29: Ordinance a Contract – Amendments – Outstanding Certificates. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Issuer and its successors and assigns, and it shall not be amended or repealed by the Issuer so long as any Certificate remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of

all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates; (2) give any preference to any Certificate over any other Certificate; or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 30: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 31: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 32: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 33: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 34: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body of the Issuer.

SECTION 35: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, exchange, transferability, and payment of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 36: Book-Entry-Only System. The Certificates shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificate described in Section 7) in the form of a separate single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as

the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Certificates 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 broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). 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 Depository Participant with respect to any ownership interest in the Certificates; (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption; or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest 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 or drafts being mailed to the Holder, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

In the event that: (i) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter; (ii) the Representation Letter shall be terminated for any reason; or (iii) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository’s agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate 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 such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

**SECTION 37: Public Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time,

place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 38: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 39: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Certificate.

SECTION 40: Continuing Disclosure Undertaking.

A. Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

*EMMA* means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

*Financial Obligation* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

*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.

*Undertaking* means the Issuer's continuing disclosure undertaking, described in subsections B through E below, hereunder accepted and entered into by the Issuer for the purpose of compliance with the Rule.

B. Annual Reports. The Issuer shall file annually with the MSRB (1) within twelve (12) months after the end of each Fiscal Year of the Issuer ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 22 of this Ordinance, being the information described in Exhibit E hereto, and (2) if not provided as part such financial information and operating data,

audited financial statements of the Issuer, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such financial 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 Issuer shall file unaudited financial statements within such period and audited financial statements for the applicable Fiscal Year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the Issuer must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Clerk within one hundred eighty (180) days after the last day of the Issuer's Fiscal Year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the Issuer changes its Fiscal Year, it will file notice of such change (and of the date of the new Fiscal Year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events. The Issuer shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (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 Issuer, which shall occur as described below;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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;
- (14) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer 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 or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers 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 Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 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 Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders 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 Issuer 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 Issuer'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 Issuer 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 ISSUER BE LIABLE TO THE HOLDER 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 ISSUER, WHETHER NEGLIGENT OR WITH 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 Issuer in observing or performing its obligations under this Section shall constitute 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 Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer 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 Issuer, but only if (i) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell 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 (ii) 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 Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either 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. If the Issuer so amends the provisions of this Section, the Issuer 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.

E. Information Format – Incorporation by Reference. The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

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 any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule. Because the issuance of the Certificates is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Certificates or the initial purchasers in a negotiated sale of the Certificates may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit F, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer’s financial affairs, its municipal or financial advisor, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 41: Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City 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 initial sale and delivery of the Certificates, the Purchase Contract, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General’s office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Certificates while the Certificates are outstanding and

unpaid. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 42: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 43: City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, the City's Bond Counsel, and/or the City's Financial Advisor to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 44: Municipal Bond Insurance. The payment of the debt service requirements on the Bonds is insured by the Insurer pursuant to the Insurance Policy.

SECTION 45: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, and it is so resolved.

\* \* \*

**PASSED AND ADOPTED** by the City Commission of the City of Pharr, Texas, this the 20th day of April, 2026.

CITY OF PHARR, TEXAS

---

M A Y O R

ATTEST:

---

City Clerk

(SEAL)

## **INDEX TO SCHEDULES AND EXHIBITS**

Schedule I – Approval Certificate

Exhibit A – Paying Agent/Registrar Agreement

Exhibit B – Purchase Contract

Exhibit C – Written Procedures Relating to Continuing Compliance with Federal Tax Covenants

Exhibit D – DTC Letter of Representations

Exhibit E – Description of Annual Financial Information

Exhibit F – General Policies and Procedures Concerning Compliance With the Rule

**SCHEDULE I**

**Approval Certificate**

See Tab No. \_\_\_

**EXHIBIT A**

**PAYING AGENT/REGISTRAR AGREEMENT**

See Tab No. \_\_

**EXHIBIT B**

**PURCHASE CONTRACT**

See Tab No. \_\_\_

## EXHIBIT C

### WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's Chief Finance Officer, or its designee (the *Responsible Person*) 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 Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;

(ii) 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

(iii) 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 five (5) years after the date of delivery of the Certificates (the *Issue Date*), and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates 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 Certificates 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 Certificates 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 Certificates 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 Certificates 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 Certificates 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 Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates 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 Certificates. 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 D**

DTC LETTER OF REPRESENTATIONS

See Tab No. \_\_

## **EXHIBIT E**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 40 of this Ordinance.

#### **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 referred to) below:

1. The Issuer's audited financial statements for the most recently concluded Fiscal Year or to the extent these audited financial statements are not available, the unaudited financial statements of the Issuer for the most recently concluded Fiscal Year.

2. Tables 1 in the Official Statement and Tables 1 through 8 in Appendix A to the Official Statement.

#### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

## EXHIBIT F

### GENERAL POLICIES AND PROCEDURES CONCERNING COMPLIANCE WITH THE RULE

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 40 of the Ordinance. *Certificates* refer to the Certificates that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the Issuer is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the Issuer's compliance with the Rule.

III. The Issuer is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 40C of the Ordinance, which provisions are a part of the Undertaking.

IV. The Issuer is aware that "participating underwriters" (as such term is defined in the Rule) of the Certificates must make inquiry and reasonably believe that the Issuer is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The Issuer now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the Issuer's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the Issuer's obligations under the Rule, the advice from and discussions with the Issuer's internal senior staff (including staff charged with administering the Issuer's financial affairs), its municipal or financial advisor, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Chief Finance Officer (the *Compliance Officer*) shall be responsible for satisfying the Issuer's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the Issuer's information of the type described in Section 40B of the Ordinance;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 40C of the Ordinance;

4. the Compliance Officer shall work with external consultants of the Issuer, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the Issuer and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Certificates;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any Issuer agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the Issuer; and

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the Issuer’s internal staff identified by the Compliance Officer to assist with the Issuer’s satisfaction of the terms and provisions of the Undertaking.



## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 8.A.

**DATE SUBMITTED:** March 31, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Pilar Rodriguez, Fire Chief

**DEPARTMENT:** Fire

**DIRECTOR:** Pilar Rodriguez

**Agenda Item:** Consideration and action, if any, on Proposal from GAR Construction for the construction of an apparatus bay at Fire Station 3 through The Interlocal Purchasing System (TIPS) Cooperative Purchasing Contract Number 24010401 in the amount of \$362,180.71. **This item supports SSC - Safe and Secure Community.**

**Classification:** Regular

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

**Issue:** The Fire Department is in need of an additional apparatus bay at Fire Station Number 3 to store fire apparatus and equipment. The current fire station has a single bay that is adequate to only store one (1) fire apparatus indoors. The proposed improvement to the station would construct an apparatus bay adequate to store two (2) additional fire apparatus indoors.

Additionally, the new bay would allow for the relocation of a heavy rescue truck and crew to Station 3. The relocation would place the heavy rescue in the middle of the two response districts it currently covers, thus improving response times. The rescue is currently located at Station 4, which increases response times.

Staff is proposing to construct a pre-engineered building for the apparatus bay utilizing The Interlocal Purchasing System (TIPS) cooperative purchasing contract number 24010401 with GAR Construction out of Harlingen, Texas, in the amount of \$362,180.71. The improvement will add 2,380 square feet of apparatus bay to the existing facility.

(Project No. 2526-01-515-S28-01)

**Fiscal Consideration:** This work is budgeted as part of the FD's FY 2025-2026 budget in the amount of \$450,000.00.

**Staff Recommendation:** Based on review by this office, staff recommends approval of the proposal from GAR Construction for the construction of an apparatus bay utilizing TIPS Cooperative Purchasing Contract Number 24010401 in the amount of \$362,180.71.

**Alternatives:** Dis-approve the request

**Exclude Material from Public Packet?** No

Reason: N/A

---

**ROUTING:**

Pilar Rodriguez	Created/Initiated - 03/31/2026
Maritza Magallan	Approved - 03/31/2026
Jamison Merrick	Approved - 04/14/2026
Ricardo Rodriguez	Approved - 04/14/2026
City Management Office	Final Approval - 04/14/2026



PO Box 1271 " Harlingen, TX 78551-1271 " Phone: 9565772766

Print Date: 3-25-2026

Estimate CITY OF PHARR FD 3

TIPS NUMBER 24010401  
CARLOS ALVARADO  
SALES REPRESENTATIVE  
garconstruction@icloud.com

---

CONCRETE

Items	Description	Qty/Unit	Unit Price	Price
FOUNDATION MATERIAL	#5 REBAR 10 FOOTINGS CONCRETE	1	\$68,087.50	\$68,087.50
CONCRETE LABOR		1	\$29,250.00	\$29,250.00
BUILDING PAD		1	\$15,600.00	\$15,600.00

---

METAL BUILDINGS

Items	Description	Qty/Unit	Unit Price	Price
INSTALL OF METAL BUILDINGS		1	\$26,000.00	\$26,000.00
MANUFACTUR E BUILDING	28 X 85' METAL BUILDING	1	\$65,743.21	\$65,743.21

---

ELECTRICAL

Items	Description	Qty/Unit	Unit Price	Price
ELECTRICAL ALLOWANCE		1	\$39,000.00	\$39,000.00

---

DEMO

Items	Description	Qty/Unit	Unit Price	Price
DEMO		1	\$45,500.00	\$45,500.00

MANAGEMENT AND DESIGN

Items	Description	Qty/Unit	Unit Price	Price
ARCHITECT ENGINEER	ENGINEERING ARCHITECT	1	\$13,800.00	\$13,800.00
MANAGMENT		1	\$9,200.00	\$9,200.00

CONTINGENCY

Items	Description	Qty/Unit	Unit Price	Price
CONTIGENCY		1	\$50,000.00	\$50,000.00

Subtotal: \$362,180.71  
Tax: \$0.00  
Total price: \$362,180.71

Exclusions:

- ~ Performance and payment bond
- ~ Signage
- ~ Inspection
- ~ Taxes
- ~ State and local permits and permit fees
- ~ Any required assisted listening devices or other electronic assistance devices
- ~ Clear and adequate access to be provided
- ~ Scale wages
- ~ SOIL TESTING

This proposal expires in 30 days unless extended by written agreement. Progress payments and balance due upon delivery and/or completion of installation if included and this proposal will become a part of the contract.

We reserve the right to stop delivery of material if payments are not made when due and/or require deposits, prepayments or C.O.D.

No back-charges will be allowed without our prior consent and will not be considered if not within the meaning of our scope of work or the product guarantee

Approval Deadline: Apr 12, 2026

I confirm that my action here represents my electronic signature and is binding.

---

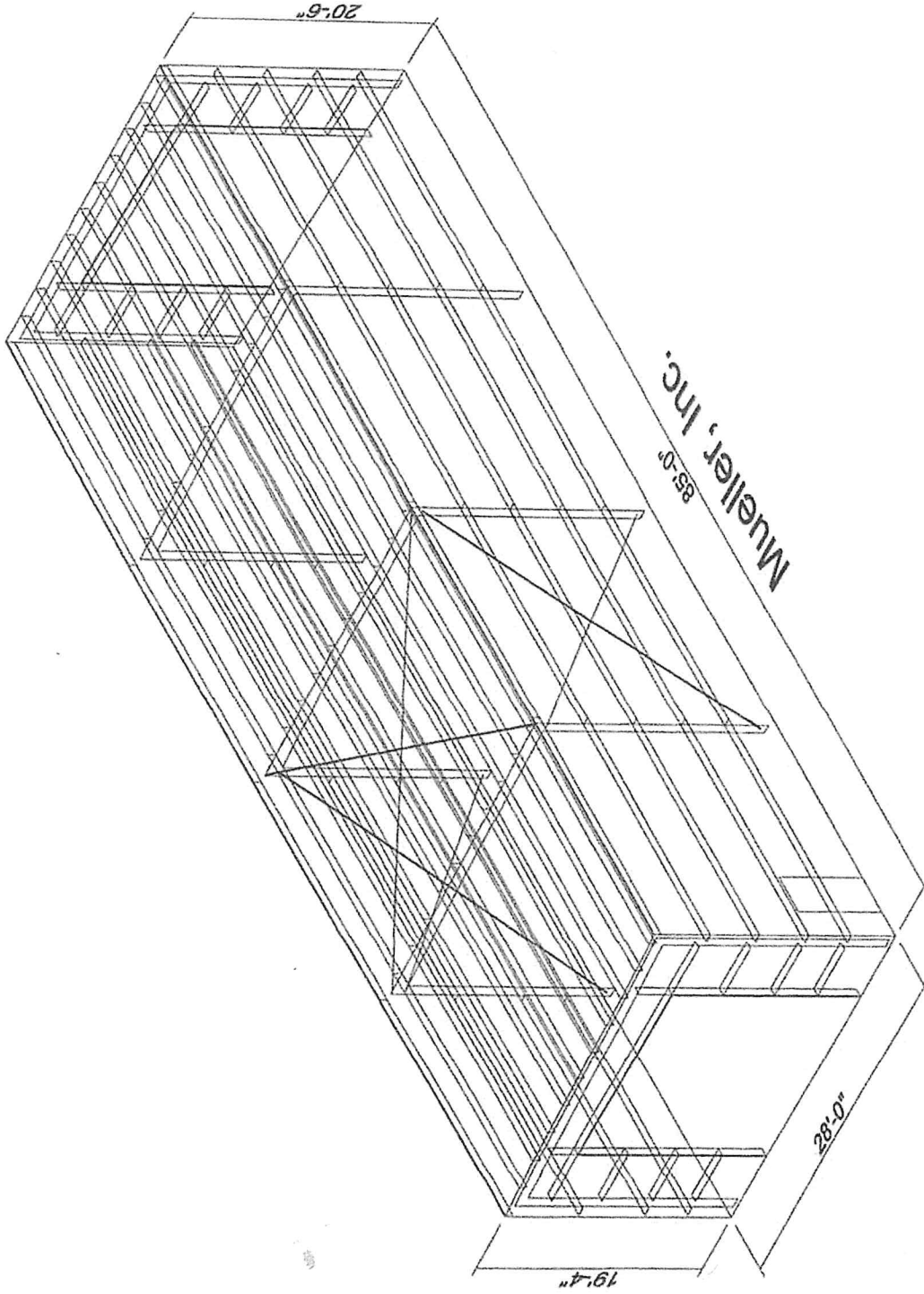
Signature

---

Name

---

Date



Unless noted, drawings are for conceptual purposes only.  
Please review for building dimensions and framed openings accuracy.  
All other aspects such as wall girt and roof purlin spacing, wind  
bracing locations, etc. may change during engineered design unless  
noted in the "Special Requirements" section of the contract.



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER  
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

**Notice:**

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

<b>OVERVIEW</b>	DUE DILIGENCE	CONTACTS	PRINT PROFILE
-----------------	---------------	----------	---------------



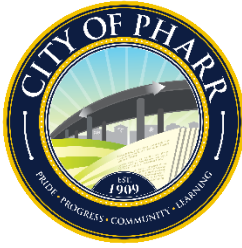
VENDOR **GAR Construction**

P.O. Box 1271 Harlingen Tx,78551

WEBSITE

SERVICE/PRODUCTS DESCRIPTION General construction, sport's construction, basketball field goals, turf, flooring, football field goal, baseball, bleacher grandstands, telescopic bleacher, bleacher inspection, painting, Lockers, locker room flooring,electrical, design build athletic facilities, batting cages, stadium roofs, fixed seating installation, plumbing, wall padding, concrete work

CONTRACT: **24010401 Trades, Labor, and Materials (NON JOC)**  
End Date: Apr-30-2029 EDGAR COMPLIANCE: [View Doc.](#)



## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 8.B.

**DATE SUBMITTED:** April 9, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Engineering

**DIRECTOR:** Patrizia Longoria

**Agenda Item:** Consideration and action, if any, authorizing City Manager to amend contract with J&R Engineering for professional water and wastewater engineering services related to the Sanitary Sewer Collection System Elimination Project for Lift Stations 26 and 30 (Amendment No. 2) **(TABLED)**. This item supports IF - Infrastructure.

**Classification:** Regular

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

**Issue:** The current design for the Sanitary Sewer Collection System Elimination Project for Lift Stations 26 and 30 requires a sewer line design adjustment along Anaya Road. (Project No. 1920-01-528-S003-001)

**Fiscal Consideration:** Original Contract      \$718,000

Amendment No. 1      \$75,000

Amendment No. 2      \$284,254.98

---

Revised Contract      \$1,077,254.95

**Staff Recommendation:** Staff recommend approval of amendment No. 2 in the amount of \$284,540.98 with J&R Engineering for Professional Water and Wastewater Engineering Services related to the Sanitary Sewer Collection System Elimination Project for LS 26 & 30 for a revised contact amount of \$1,077,254.95.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Imelda Perez

Patrizia Longoria

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 04/09/2026

Approved - 04/13/2026

Approved - 04/13/2026

Approved - 04/14/2026

Final Approval - 04/14/2026

# EXHIBIT A

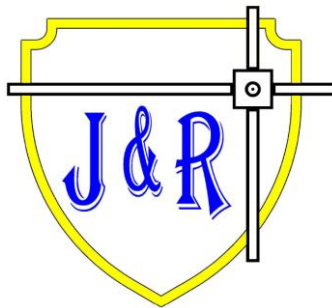
## CITY OF PHARR

October 12, 2025

Sanitary Sewer Collection System Elimination Project for Lift Station No. 36 and  
Lift Station No. 42; Amendment to Anaya Rd (sewer line and roadway  
reconstruction)

## SCOPE OF WORK

Prepared by:  
J&R Engineering, LLC  
Firm No. 12509



Consultant-Engineers  
Established in 2010

Land Development-Civil Engineering-Water & Wastewater  
Storm Drainage-Construction Management-Transportation

## PROJECT DESCRIPTION

Project entails the elimination of two lifts stations (LS No. 36-Anaya & LS No. 42- Hi-line Rd), to include new installation of main of sanitary sewer gravity line from Dicker Rd & Veterans Rd Intersection to Hi-Line Rd and Main Drainage Canal, with alternate sanitary sewer alignment and roadway reconstruction at Anaya Rd between Veterans Rd and Cage Blvd respectively. Approximately 5,500 Linear feet of a 22' Roadway will be reconstruction to include driveways to existing adjacent properties. A portion of 36" & 24" gravity sewer line within proposed Project limits will be design on alternate alignment between Veterans Rd.( I Rd) and Cage Blvd (US 281) Canal along Anaya Rd.

The proposed design relocation alignment of approximately 2,800 linear feet of 36" sanitary sewer gravity line and 2,700 linear feet of 24" sanitary sewer gravity line will avoid potential Right of Way encroachments and potential land purchase from adjacent properties along this corridor.

Proposed alignments and approximate lengths of proposed sanitary sewer collection system are as follows:

- Proposed 36" Sanitary sewer gravity line from Dicker Rd. & Veterans Rd. (I Rd) South to Anaya Rd then West to Drainage Main Canal. (Approx. 8,100 LF)
- Proposed 24" Sanitary sewer gravity line Main Drainage Canal at Anaya Rd. (Between Veterans Rd (I Rd) and Cage Blvd. (US 281) to West ROW of Cage Blvd. (US 281). (Approx. 2,630 LF)
- Proposed 18" Sanitary sewer Gravity line along Main Drainage Canal between Anaya Rd. and Hi-Line Rd. (2,830 LF)

Alignment option reflected on Attachment A of this document

Proposed Sanitary Collection system alignment would be on existing City Right-of-Way. There would be reconstruction of streets along Anaya Rd. , also there will be directional boring utilized to minimize impact to streets, sidewalks, driveway and other existing utilities.

## **Task 1-PLANNING**

### **Task 1.1 -Planning**

#### **Pre-Design Meeting**

J&R Engineering, LLC (J&R) will attend pre-design meeting with the City of Pharr (CITY) at the location of project to confirm the scope of work, review contractual responsibilities and confirm project goals, and clarify any questions.

#### **Alignment Evaluation and Selection**

J&R in agreement with the CITY will conduct an alignment evaluation and will proposed a viable option. Based on Current Sanitary Sewer Master Plan, J&R will identify best alternative alignment and will elaborate with CITY the advantages and disadvantages. J&R will prepare a summary of finding and will recommend prefer and viable alignment option. The CITY will approve and finalize the preferred.

J&R will work with the City in determining most advantageous location for SS Gravity Lines.

## **TASK 2-DESIGN SURVEY**

### **Task 2.1 Mapping/Surveying**

Once the route of the proposed sanitary sewer collection system is selected and finalized, J&R will contact known utilities and the Texas One-Call system to have all the existing utilities along the selected route identified, located, and marked by each of the respective utilities.

Once all utilities along the final selected route have been marked by Texas One-Call, J&R will perform any additional field surveys within and outside of the anticipated project limits as necessary for the design of the project. The field survey will locate the markings for the underground utility alignments along with the readily visible utilities at the surface (manholes, valves, poles, pedestals) or overhead (lines), and will collect topographic data along the selected sanitary sewer collection system route. The field survey will also locate sufficient property corners or other monumentation to establish the rights-of-way, easement boundaries, and relevant property lines.

J&R will use the data gathered during the utility investigation and field survey to develop the base plan to indicate locations of the existing topography, improvements, existing utilities, and property boundaries . The topographic features shown and labeled on the base plan shall include, edge of pavement, pavement type, pavement markings, curb, gutter, sidewalks and concrete flatwork, fences, gates, retaining walls, bridges, driveways, parking lots, buildings, traffic lights, traffic signs and other signage, trees and large shrubs (with type and diameter}, delineated landscaped areas, areas containing visible irrigation systems, utility poles and towers, overhead electric and telephone lines, telephone boxes, underground utility conduits, manholes, sewer

services and cleanouts, mains, valve boxes, fire hydrants, water meters, drainage channels, culverts, storm sewers, junction boxes, and storm drain inlets. The type, size, alignment, depth or invert, grades, flow direction, and top elevations of the underground features shall be noted as applicable on the base plan map. To the extent that is practical, J&R will confirm the field survey data with all obtained map and record plan documents.

In addition, the right-of-way within the project limits along the selected route will be located and labeled on the base plan. All plat information if readily available and lot/block numbers, and names of streets/roads and channels shall be shown on map. J&R will utilize background drawings provided by the CITY for our base plan. The base plan will show parcel information along the selected route. J&R will do its due diligence to verify the right-of-way line by searching for property pins and tie-in fence corner s. However, boundary resolution is not included as part of this project.

## **TASK 3 -DESIGN**

### **Task 3.1 Preliminary Design (30%)**

#### **Construction Plans**

J&R will prepare a 30% construction plan set for review and approval by the CITY. The plan set shall consist principally of the plan & profile sheets which will give the preliminary horizontal alignment as well as a preliminary vertical alignment in profile. The profile shall show the vertical location of underground features that cross the proposed alignments and the profile of parallel underground features that are in immediate proximity and thus may impact construction activities

#### **Maps and Plans of Record**

J&R will procure utility maps and/or plans of record from the respective utility surveyors, the CITY, and other appropriate agencies to assist with the mapping of horizontal and vertical location of existing utilities.

J&R will also obtain record drawings from Hidalgo Count Drainage District No. 1 and Hidalgo County Irrigation District No. 2 to identify existing rights-of-way and easements.

J&R will also obtain parcel maps and ownership information along the selected proposed route and for the existing lift station within the project limits. Such parcel information shall include information generally available through the county tax Appraisal office. The scope of parcel investigation does not include any title search

Once the route of the proposed sewer main is selected and finalized, J&R will initiate all mapping and survey work as outlined in **Task 2 Design Survey** Upon completion of this task, the end result is a base map that will be used to develop our design efforts.

### **Detailed Layout of Project**

Within the route selected in the Route Evaluation and Selection, J&R shall select the optimal pipeline alignment based on engineering judgment and an effort to minimize local traffic disruptions, utility and other conflicts, and costs. The main purpose of Phase A Design is to review the proposed alignment with field survey data to determine areas of potential conflicts.

### **Opinion of Probable Construction Cost**

A preliminary construction pay items shall be determined, their approximate quantities calculated, and their expected unit price estimated to establish an opinion of probable construction cost.

## **Task 3.2 Intermediate Design (Phase B) – 60%**

### **Construction Plans**

J&R will prepare a 60% construction plan set for review and approval by the CITY. The plan set shall consist principally of the plan & profile sheets which will give the horizontal alignment as well as a vertical alignment in profile. The profile shall show the vertical location of underground features that cross the proposed alignments and the profile of parallel underground features that are in immediate proximity and thus may impact construction activities. This Task will include roadway reconstruction plans for Anaya Rd. and recommend Traffic Control Plans based on TxDOT TCP Standards.

The construction plan set will also include the standard sheets such as the cover sheet, an index sheet, general notes, preliminary erosion control plan, and anticipated typical construction details.

### **Specifications**

J&R will prepare a full set of draft construction specifications for project. J&R will incorporate the CITY's comments into the final set during the Final Design Phase.

### **Easements**

J&R understands that it is the CITY's preference that the proposed route alignment maintains the proposed sanitary sewer collection system within CITY Right-of-Way. However, the need for any new easements, temporary construction easements and/or right-of-way for the sanitary sewer collection system may arise will be coordinated with the CITY.

All engineering and/or survey work that may become necessary or desired for the acquisition of temporary easements, permanent easements, or rights-of-way is outside our Scope of Work. Engineer shall submit a proposal for any additional engineering and/or survey work, the preparation of metes and bounds documents, or the preparation of survey plats for Client's consideration.

J&R will submit 60% Construction Plans and Specifications. After the CITY has fully review the 60% Construction Plan Set, J&R will formally address the CITY's written comments and

incorporated them in the final design Phase.

Three sets of copies- Plans and Specifications, either full set or half-size will be submitted or as required by the CITY.

### **Task 3.3 Final Design - 90% & 100%**

#### **Construction Plans**

J&R will prepare the final design construction plan set for review and approval by the CITY. To include in the 90 % complete drawings will have proposed resolution to any previous areas of conflict with existing improvements

#### **Specifications**

A complete set of final construction specifications for the project will be prepared. J&R will as well incorporate the CITY's comments as part of completing the final design phase.

#### **Engineer's Opinion of Probable Construction Costs**

Based on the final design plan set, construction pay items shall be confirmed, quantities re-calculated, and unit price established to determine an opinion of final probable construction cost.

#### **Easements**

Refer to Intermediate Design Phase " Easements".

#### **100% Submittal**

J&R will submit 100% Construction Plans and Specifications. After the CITY has fully reviewed the 100% Construction Plan set, J&R will formally address the CITY's written comments and incorporate them in the final Bid Package.

Copies of the 100% construction plan set shall be submitted to the CITY.

### **Task 3.4 Bidding & Contracting Awarding**

This task will include the following activities:

1. Finalize the front end and legal bidding documents, including General Conditions, General Requirements, bid form, bonds and instructions to bidders. The City's General Conditions document will be incorporated into our bid documents.
2. The Engineer will assist the City in developing the language to be included in the advertising ad. However, the City will provide advertising and distributing bid documents.
3. Prepare final technical specifications and final construction drawings consistent with the bidding documents and specifications.
4. Update the opinion of probable construction cost.

**Bid Conferences**

J&R will attend one (1) pre-bid conference to be held in Pharr, Texas.

**Bid Packages**

Bids will be issued by the Engineer electronically on USB format (pdf files). It is J&R's understanding that the CITY utilizes an online advertising portal to download bidding documents.

**Awarding of Contract**

J&R will be present at the bid opening. J&R will review each bid to determine the presence of any ambiguities or significant irregularities in each bid and prepare bid tabulation of all accepted bids. References will be checked for the low Bidder to confirm that Contractor is competent and capable of completing the project. Based on our findings, J&R will recommend to the City award of the project to the most responsive, responsible and best Bid received; in accordance with TWDB and/or City.

The following assumptions are included:

- The design documents will be prepared for one construction contract.
- No complex combination or complex add/deduct format is required .
- The City of Pharr Standard front-end specification documents will be used, with required front-end TWDB Specification.
- ENGINEER General Requirements (Division 1) and technical specifications will be used.
- All drawings will be of half-size (defined as 11" x 17"). Individual full-size drawings will be made available as required for clarity.

**TASK 4 - CONSTRUCTION ENGINEERING/MANAGEMENT****Task 4.1 Services During Construction****Construction Staking**

J&R shall include sufficient horizontal and vertical benchmarks to allow the Contractor to provide his own staking to install the sanitary sewer collection system and all other appurtenances.

**Construction Observation**

J&R will make weekly site visits to observe the installation and confirm progress on the project. J&R will also attend all TWDB Monthly Progress Meetings. A field inspection report will be provided to the CITY after each field inspection.

**Construction Management**

J&R will attend one (1) pre-construction meeting to be held in Pharr, Texas.

J&R will review all technical cut sheets, shop drawings & submittals to confirm that they are in agreement with the plans and appropriate specification.

J&R will review all monthly Contractor Pay Requests and confirm the Contractor's quantities or approximate percentages of completion J&R will forward the Contractor's Pay Requests to the CITY with any comments and a recommendation .

### **Change Orders and Field Alterations**

J&R will review all requests for change orders or field alterations, provide recommendations to the CITY and prepare the appropriate revised plans, documents, specifications, and/or exhibits.

### **Final Project Acceptance**

J&R will attend meeting on the project site at the time of substantial completion to review the contractor's work and to prepare a list of items to be addressed by the Contractor before the final walk through. J&R will attend final walk through with the CITY, TWDB, and the Contractor before final acceptance of the work by the CITY.

J&R will submit "As Builds" Plans to the CITY once project has been accepted.

## **ADDITIONAL SERVICES**

### **Administrative Assistance**

J&R will assist the CITY with TWDB coordination through the duration of the project. This will include preparing the necessary paperwork, addressing comments in coordination with the city engineer.

Any items requested by Owner that are not outlined in the above scope work be considered additional services and would be provided as requested and authorized by the Owner.

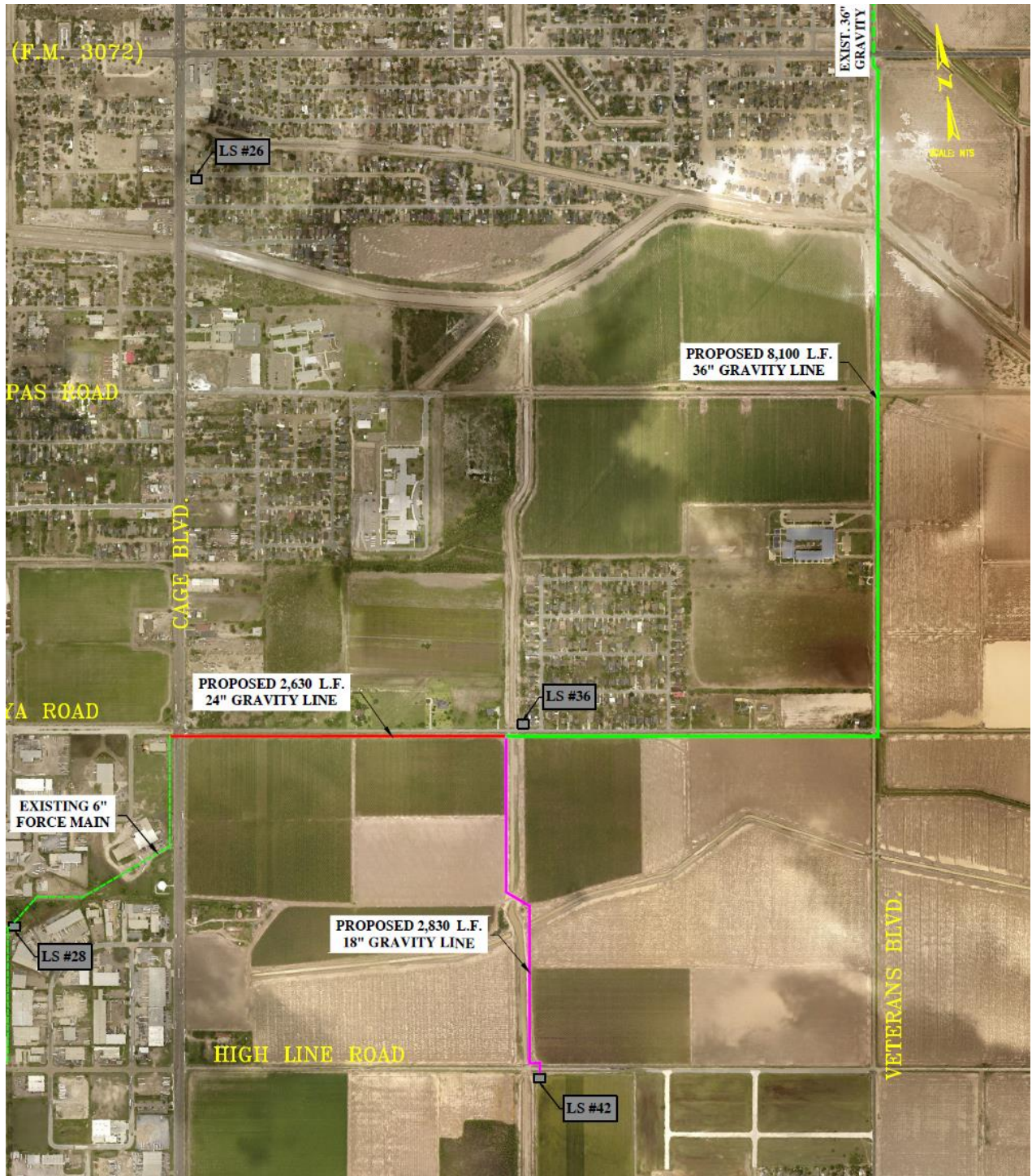
## EXHIBIT B

Task No.	Task Description	Activities	Start	End
	Notice to Proceed/Task Order	--	11/8/2025	--
<b>1</b>	<b>Planning</b>	<b>Project Evaluation</b>		
		Alignment Recommendations	11/8/2025	11/22/2025
<b>2&amp;3.1</b>	<b>Preliminary Engineering</b>	<b>Design Survey &amp; 30% Design Package</b>		
		Field Survey (Mapping)	11/22/2025	12/2/2025
		30% Design Package	12/2/2025	1/10/2026
		OWNER Review of Final Design Package {30%}	1/10/2026	1/18/2026
<b>3.2-3.3</b>	<b>Intermediate &amp; Final Design Phase</b>	<b>Develop Design; Complete Bidding Documents; Complete Final Plans and Specifications.</b>		
		60% Final Design Package	1/19/2026	3/1/2026
		OWNER Review of Final Design Package (60%)	3/1/2026	3/8/2026
		90% Final Design Package	3/8/2026	4/20/2026
		OWNER Review of Final Design Package {90%}	4/20/2026	4/31/2026
		100% Final Design Package	5/1/2026	5/14/2026
		OWNER Review of Final Design Package	5/14/2026	5/22/2026
		Address Final Owner Comments	5/22/2026	6/10/2026
<b>3.4</b>	<b>Bidding Phase Services</b>	<b>TWDB Review, Advertising, Bid Phase, Selection</b>		
		TWDB Review	4/10/2026	5/15/2026
		Advertise/Bid Date	5/15/2026	-
		Contractor Selection/ Execute Contract	-	7/20/2026
<b>4</b>	<b>Construction Period</b>	<b>Construction, Substantial Completion, Final Completion</b>		
		Construction Start Date	9/1/2026	-
		Substantial Completion	-	3/1/2029
		Final Completion	-	5/14/2029
*Assume TWDB Final Commitment has been Completed				

**EXHIBIT-C**  
Engineering Fee

TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR Sanitary Sewer Collection System Elimination Project for Lift Station No. 36 and Lift Station No. 42	
SANITARY SEWER COLLECTION SYSTEM.....	Lift Station Project- Eliminate LS 36 and LS 42; and Anaya Rd. Reconstruction
LIMITS.....	Proximities between Dicker Rd. and Las Milpas Rd & between S. Jackson and Veterans Blvd.
EXISTING COLLECTION SYSTEM.....	LS 36 & LS 42 with series of Sanitary Sewer Gravity Lines and Force Mains
PROPOSED COLLECTION SYSTEM.....	36", 24", 18" Gravity Sanitary Sewer Lines Eliminate LS 36 & 42 Lift Stations
PROPOSED EASEMENTS WIDTHS.....	City ROW
OVERALL ESTIMATED CONSTRUCTION COST.....	\$9,587,233
ANAYA RD PORTION CONSTRUCTION COST.....	\$4,441,484
LENGTH.....	Approx. 13,900 LF of Sanitary Sewer Gravity Line and Elimination of two Lift Stations
<b>ESTIMATED PROJECT COSTS</b>	
<b>TASK 1-PLANNING</b>	
Task 1.1 Planning -Anaya Alignment	\$ 15,000.00
<b>TASK 2-DESIGN SURVEYING</b>	
Task 2.1 Mapping /Surveying	\$ 6,000.00
<b>TASK 3-PROJECT DESIGN (30%)</b>	
Task 3.1 Preliminary Design	\$ 82,000.00
<b>TASK 3-PROJECT DESIGN (60%)</b>	
Task 3.2 Intermediate Design	\$ 82,000.00
<b>TASK 3- PROJECT DESIGN (90% &amp; 100%)</b>	
Task 3.3 Final Design	\$ 86,000.00
<b>TASK 4-CONSTRUCTION ENGINEERING</b>	
Task 4.1 Services During Construction	\$ 13,254.98
<b>PROPOSED ENGINEERING FEE FOR WORK AUTHORIZATION</b>	
	<b>\$ 284,254.98</b>

# ATTACHMENT A



**ATTACHMENT B**  
**J&R ENGINEERING, LLC**  
**PROBABLE CONSTRUCTION COST ESTIMATE**

Sanitary Sewer Collection System Far South Elimination Project & Anaya Reconstruction  
 Pharr, Texas

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Right of Way Preparation	1	LS	\$ 50,000.00	\$ 50,000.00
2	Construction Staking	1	LS	\$ 25,000.00	\$ 25,000.00
3	Clearing & Grubbing for 15-20' Utility Easement along project	130	STA	\$ 1,000.00	\$ 130,000.00
4	Work Zone Traffic Control	18	MO	\$ 3,000.00	\$ 54,000.00
<b>WASTEWATER COLLECTION IMPROVEMENTS</b>					
5	8-inch Sanitary sewer, PVC SDR 26, 10-15' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	100	LF	\$ 80.00	\$ 8,000.00
9	10-inch Sanitary sewer, PVC SDR 26, 10-15' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	118	LF	\$ 100.00	\$ 11,800.00
7	12-inch Sanitary sewer, PVC SDR 26, 10-15' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	150	LF	\$ 120.00	\$ 18,000.00
8	18-inch Sanitary sewer, PVC SDR 26, 20-25' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	67	LF	\$ 250.00	\$ 16,750.00
9	18-inch Sanitary sewer, PVC SDR 26, 20-25' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	2763	LF	\$ 375.00	\$ 1,036,125.00
10	24-inch Sanitary sewer, PVC SDR 26, ' deep 25-30', including trenching, dewatering, gravel bedding and backfill, complete in place.	2,621	LF	\$ 450.00	\$ 1,179,450.00
11	36-inch Sanitary sewer, PVC SDR 26, 25-35' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	8,148	LF	\$ 520.00	\$ 4,236,960.00
12	18-inch Dia. Steel Casing and bore with 10-inch carrier pipe	60	LF	\$ 400.00	\$ 24,000.00
13	21-inch Dia. Steel Casing and bore with 12-inch carrier pipe	70	LF	\$ 475.00	\$ 33,250.00
14	30-inch Dia. Steel Casing and Bore with 18-inch carrier pipe	197	LF	\$ 550.00	\$ 108,350.00
15	36-inch Dia. Steel Casing and Bore with 24-inch carrier pipe	127	LF	\$ 600.00	\$ 76,200.00
16	48-inch Dia. Steel Casing and Bore with 36-inch carrier pipe	338	LF	\$ 650.00	\$ 219,700.00
17	72-inch Fiberglass Manholes, 25'-30' Depth, w/trenching, Dewatering and Backfill	5	EA	\$ 50,000.00	\$ 250,000.00
18	72-inch Fiberglass Manholes, 25'-30' Depth, w/trenching, Dewatering and Backfill with Drop Structure	6	EA	\$ 42,000.00	\$ 252,000.00
19	72-inch Fiberglass Manholes, 30'-35' Depth, w/trenching, Dewatering and Backfill	7	EA	\$ 50,000.00	\$ 350,000.00
20	72-inch Fiberglass Manholes, 30'-35' Depth, w/trenching, Dewatering and Backfill with Drop Structure	1	EA	\$ 75,000.00	\$ 75,000.00
21	60-inch Fiberglass Manholes, 20'-25' Depth, w/trenching, Dewatering and Backfill	5	EA	\$ 25,000.00	\$ 125,000.00
22	60-inch Fiberglass Manholes, 25'-30' Depth, w/trenching, Dewatering and Backfill with Drop Structure	5	EA	\$ 35,000.00	\$ 175,000.00
23	60-inch Fiberglass Manholes, 25'-30' Depth, w/trenching, Dewatering and Backfill	3	EA	\$ 30,000.00	\$ 90,000.00
24	48-inch Fiberglass Manholes, 15'-20' Depth, w/trenching, Dewatering and Backfill	1	EA	\$ 15,000.00	\$ 15,000.00
25	Manhole Vent	14	EA	\$ 1,500.00	\$ 21,000.00
26	36" SDR 26 line tie-in to Existing 72" MH (30'-35' Depth)	1	EA	\$ 10,000.00	\$ 10,000.00
27	36" SDR 26 line tie-in to Existing 8" SS line & Plug 15-inch SS line (Existing MH to be removed STA 38+19)	1	EA	\$ 12,000.00	\$ 12,000.00
28	6" dia. Forcemain tie-in to MH#23	1	EA	\$ 3,500.00	\$ 3,500.00
29	12" SDR 26-Stub - 3-Cap (15'-20' Depth)	3	EA	\$ 2,500.00	\$ 7,500.00
30	15" SDR 26-Stub - 2-Cap (15'-20' Depth)	1	EA	\$ 3,000.00	\$ 3,000.00
31	18" SDR 26 Plug & 1-Cap (Hi-line Rd.)	1	EA	\$ 3,500.00	\$ 3,500.00
32	24" SDR 26-Stub - 1-Cap (20'-25' Depth)	1	EA	\$ 4,000.00	\$ 4,000.00
33	36" SDR 26-Stub - 2-Caps (30'-35' Depth)	2	EA	\$ 5,000.00	\$ 10,000.00
34	Demolish Existing Lift Station and Backfill (Hauling and Disposal of Material Inclusive)	2	EA	\$ 20,000.00	\$ 40,000.00
35	Trench Safety	13,719	LF	\$ 12.00	\$ 164,628.00
36	Erosion Control	18	MO	\$ 3,000.00	\$ 54,000.00
<b>STREETS</b>					
1	Roadway Excavation & Grading	13500	SY	\$ 3.00	\$ 40,500.00
2	8" Compacted Caliche/w prime Coat	13500	SY	\$ 8.00	\$ 108,000.00
3	6" Subgrade Lime Treatment(5% if required)	14700	SY	\$ 5.00	\$ 73,500.00
4	Lime 6% (if required)	200	TONS	\$ 200.00	\$ 40,000.00
5	2" HMA(Cy D)	13500	SY	\$ 17.50	\$ 236,250.00
6	Prime Coat MC-30	2700	Gal	\$ 5.00	\$ 13,500.00
9	SW3P	1	LS	\$ 3,000.00	\$ 3,000.00
11	Roadway demolition, hauling and dispose	1	LS	\$ 25,000.00	\$ 25,000.00
12	Striping & Signage	1	LS	\$ 15,000.00	\$ 15,000.00
<b>STORM DRAINAGE</b>					
1	18" Drainage Pipe (RCP)(Rubber Gasket)	480	LF	\$ 50.00	\$ 24,000.00
4	24" RCP- SET	40	EA	\$ 2,500.00	\$ 100,000.00
5	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
6	Sand Bedding	480	LF	\$ 4.00	\$ 1,920.00
7	Gravel Bedding	480	LF	\$ 8.00	\$ 3,840.00
<b>Overall Total Estimate</b>					<b>\$ 9,587,223.00</b>

**ATTACHMENT C**

J&amp;R ENGINEERING, LLC

**PROBABLE CONSTRUCTION COST ESTIMATE**

Sanitary Sewer Collection System Far South Elimination Project &amp; Anaya Reconstruction

ANAYA SS and RDWY SECTION

Pharr, Texas

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Right of Way Preparation	1	LS	\$ 10,000.00	\$ 10,000.00
2	Construction Staking	1	LS	\$ 7,500.00	\$ 7,500.00
3	Clearing & Grubbing for 15-20' Utility Easement along project	56	STA	\$ 1,000.00	\$ 56,000.00
4	Work Zone Traffic Control	6	MO	\$ 3,000.00	\$ 18,000.00
<b>WASTEWATER COLLECTION IMPROVEMENTS</b>					
5	10-inch Sanitary sewer, PVC SDR 26, 10-15' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	85	LF	\$ 100.00	\$ 8,500.00
6	24-inch Sanitary sewer, PVC SDR 26, ' deep 25-30', including trenching, dewatering, gravel bedding and backfill, complete in place.	2,621	LF	\$ 450.00	\$ 1,179,450.00
7	36-inch Sanitary sewer, PVC SDR 26, 25-35' deep, including trenching, dewatering, gravel bedding and backfill, complete in place.	2,999	LF	\$ 520.00	\$ 1,559,480.00
8	18-inch Dia. Steel Casing and bore with 10-inch carrier pipe	60	LF	\$ 400.00	\$ 24,000.00
9	36-inch Dia. Steel Casing and Bore with 24-inch carrier pipe	127	LF	\$ 600.00	\$ 76,200.00
10	48-inch Dia. Steel Casing and Bore with 36-inch carrier pipe	150	LF	\$ 650.00	\$ 97,500.00
11	72-inch Fiberglass Manholes, 25'-30' Depth, w/trenching, Dewatering and Backfill	8	EA	\$ 50,000.00	\$ 400,000.00
12	60-inch Fiberglass Manholes, 25'-30' Depth, w/trenching, Dewatering and Backfill	6	EA	\$ 30,000.00	\$ 180,000.00
13	Manhole Vent	5	EA	\$ 1,500.00	\$ 7,500.00
14	6" dia. Forcemain tie-in to MH#23	1	EA	\$ 3,500.00	\$ 3,500.00
15	24" SDR 26-Stub - 1-Cap (20'-25' Depth)	1	EA	\$ 4,000.00	\$ 4,000.00
16	36" SDR 26-Stub - 2-Caps (30'-35' Depth)	2	EA	\$ 5,000.00	\$ 10,000.00
17	Demolish Existing Lift Station and Backfill (Hauling and Disposal of Material Inclusive)	1	EA	\$ 20,000.00	\$ 20,000.00
18	Trench Safety	5,612	LF	\$ 12.00	\$ 67,344.00
19	Erosion Control	6	MO	\$ 3,000.00	\$ 18,000.00
<b>STREETS</b>					
20	Roadway Excavation & Grading	13500	SY	\$ 3.00	\$ 40,500.00
21	8" Compacted Caliche/w prime Coat	13500	SY	\$ 8.00	\$ 108,000.00
22	6" Subgrade Lime Treatment(5% if required)	14700	SY	\$ 5.00	\$ 73,500.00
23	Lime 6% (if required)	200	TONS	\$ 200.00	\$ 40,000.00
24	2" HMAc(Ty D)	13500	SY	\$ 17.50	\$ 236,250.00
25	Prime Coat MC-30	2700	Gal	\$ 5.00	\$ 13,500.00
26	SW3P	1	LS	\$ 3,000.00	\$ 3,000.00
27	Roadway demolition, hauling and dispose	1	LS	\$ 25,000.00	\$ 25,000.00
28	Striping & Signage	1	LS	\$ 15,000.00	\$ 15,000.00
<b>STORM DRAINAGE</b>					
29	18" Drainage Pipe (RCP)(Rubber Gasket)	480	LF	\$ 50.00	\$ 24,000.00
30	24" RCP- SET	40	EA	\$ 2,500.00	\$ 100,000.00
31	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
32	Sand Bedding	480	LF	\$ 4.00	\$ 1,920.00
33	Gravel Bedding	480	LF	\$ 8.00	\$ 3,840.00
<b>Overall Total Estimate</b>					<b>\$ 4,441,484.00</b>
<b>Engineering (6.5%)</b>					<b>\$ 284,254.98</b>

**PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**AMENDMENT NO. 2**

The Contract between **J&R Engineering, LLC** and the **City of Pharr** which was executed by the parties on **November 19, 2019** for the **Sanitary Sewer Collection System Elimination Project for Lift Stations No. 26 & 30 Improvements Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work (See Attached Exhibit A)
  
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee  
Add the following fees:
  - a. Task 1 Planning: \$15,000.00
  - b. Task 2 Design Survey: \$6,000.00
  - c. Task 3 Design (30%, 60%, 90%, & 100%): \$250,000.00
  - d. Task 4 Construction Engineering/Management: \$13,254.98

This amendment adds **\$284,254.98** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 793,000.00 to **\$1,077,254.98.**

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





## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 8.C.

**DATE SUBMITTED:** April 10, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Daniel Ramirez, Director

**DEPARTMENT:** Communications

**DIRECTOR:** Daniel Ramirez

**Agenda Item:** Consideration and action, if any, on Interlocal Agreement with the City of Donna for Fire Dispatch Services. **This item supports SSC - Safe and Secure Community.**

**Classification:** Regular

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

**Issue:** Pharr Public Safety Communications will be providing the City of Donna Fire Department with dispatch services.

**Fiscal Consideration:** The Inter-Local Agreement includes payment for services rendered to the City of Pharr.

**Staff Recommendation:** Staff recommends approval of the Inter-Local Agreement for the dispatch services.

**Alternatives:** The alternative would be for Donna Police to continue to dispatch to the Donna Fire.

**Exclude Material from Public Packet?** No

**Reason:** Item not excluded

---

### ROUTING:

Daniel Ramirez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 04/10/2026

Approved - 04/13/2026

Approved - 04/14/2026

Final Approval - 04/14/2026



Agenda Item #: \_\_\_\_\_

# Agenda Item Request

All items being requested to be placed on an agenda must be submitted **4 business days** before the meeting date.

**Meeting:**

CITY COUNCIL  Reg \_\_\_\_\_ Sp \_\_\_\_\_  
PLANNING & ZONING BOARD \_\_\_\_\_  
OTHER \_\_\_\_\_

DONNA ECONOMIC DEV. CORP. INC. (4A) \_\_\_\_\_  
DEV. CORP. OF DONNA, INC. (4B) \_\_\_\_\_

Date Submitted: 01/08/2026

Meeting Date: 01/20/2026

Meets 4 day requirement?  Yes \_\_\_\_\_ No (City Manager approval): \_\_\_\_\_

(only fill out if relevant to agenda item)

Item Requested by: \_\_\_\_\_  
Councilmember: \_\_\_\_\_ City Manager: \_\_\_\_\_

**Agenda Wording:** Discussion and possible action to approve the implementation of Dispatch Services for Donna Fire Department with PSC 911 through Pharr Public Safety Communications in the amount of \$53,880.00

Item Description: Dispatch Services as outlined in ILA for 12 months, Radio gateway fee, Interface with ESO, Interface with Edispatch

**Attachments:**  Yes \_\_\_\_\_ No (Attachments must be submitted for item to be considered for agenda)

**Item Budgeted:** \_\_\_\_\_ Yes \_\_\_\_\_ No  N/A Alternate options/cost: \_\_\_\_\_

**Routing Process: Name/Title**

From: David S. Simmons/Fire Chief  
To: Dr. Rene Reyna/City Manager

Date  
01/08/2026

Approval Signature

**Staff Recommendation:** Fire Department Recommend Approval

**Executive Session Required:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**City Attorney Action:** \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ No Response \_\_\_\_\_ N/A

**City Council Action:** \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_ No Action

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

**Finance Dept. Action:** Approved \_\_\_\_\_ Denied \_\_\_\_\_ N/A Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
FIRE DISPATCH SERVICE**

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§

This Agreement made and entered into by and between the **CITY OF DONNA**, a home rule municipality (hereinafter sometimes referred to as "Donna") and the **CITY OF PHARR**, a home rule municipality (hereinafter sometimes referred to as "Pharr"), both situated in Hidalgo County, Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City of Donna  
Dr. Jesus Reyna  
City Manager  
307 S. 12th  
Donna, TX 78537

City of Pharr  
Jonathan Flores  
City Manager  
118 S. Cage Boulevard  
Pharr, Texas 78577

**WITNESSETH:**

WHEREAS, the City of Pharr maintains a full-time staff to dispatch fire alarms and related incidents; and

WHEREAS, City of Donna desires to utilize the City of Pharr's staff to dispatch fire alarms and related incidents, and

WHEREAS, City of Pharr is able to accommodate this request for fire dispatching services and is willing to cooperate with the City of Donna to effect these services for said purposes; and

WHEREAS, the City of Pharr's recurring costs for dispatching services include salaries, fringe benefits, software maintenance fees, communication lines, utilities, facility maintenance and infrastructure up-grades as required; and

WHEREAS, the City of Pharr is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the City of Pharr and the City of Donna are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.00 I, et seq.

NOW, THEREFORE, the City of Pharr and the City of Donna hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

## TABLE OF CONTENTS

I.	DEFINITIONS.....	4
II.	DUTIES OF CITY OF PHARR.....	4
	A. In General.....	4
	B. Dispatching .....	4
	C. Other Services.....	4
	D. Dispatch Staffing.....	4
	E. Equipment and Facility Maintenance .....	5
	F. Dispatch Policy Committee.....	5
	G. Audit Clause.....	5
	H. Public Information Requests.....	5
III.	DUTIES OF CITY OF DONNA .....	5
	A. Dispatching.....	5
	B. Reimbursement for Dispatching Services.....	5
	C. Capital Improvements .....	6
	D. Breach.....	6
IV.	TERM AND TERMINATION .....	6
V.	MISCELLANEOUS .....	7
	A. Release.....	7
	B. Force Majeure.....	7
	C. Entire Agreement .....	7
	D. Applicable Laws.....	8
	E. Assignment.....	8
	F. Parties in Interest.....	8

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

## I. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set out below:

"Fire Dispatch Service" or "Dispatch" means receiving a request for emergency service for a fire alarm, rescue or other related incident via a 911 system, phone line, radio or other applicable form of notification and dispatching the appropriate fire units to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

"Fire Dispatch Center" means the physical site where staff and equipment are located to effect, track and document the response of appropriate emergency resources.

"Fire Unit" means Engine Company, Rescue Company, Truck Company, Ladder Company, Tenders, Brush Truck, Command Vehicle, Support Unit or any other apparatus, equipment or resource utilized for the mitigation of emergency incidents.

## II. DUTIES OF CITY OF PHARR

### A. In General

During the Contract Term, City of Pharr shall provide dispatch services to Donna for fire alarms, rescue calls, hazardous material incidents, medical alarms, mutual aid requests, or any other related type of incident to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

### B. Dispatching

The City of Pharr shall receive requests for emergency services at a centralized dispatch center via a 911 system, phone line, radio or other applicable form of notification. The City of Pharr shall dispatch the appropriate Donna fire units by radio, log all appropriate information, and fill requests issued by the Incident Commander responsible for managing the emergency. All policies, standard operating procedures, standard operating guides and performance measures for operating the dispatch center will be established and approved by the City of Pharr.

### C. Other Services

The City of Pharr will log the availability of Donna fire units for fire alarm response. Additionally, from time to time, the City of Pharr will process requests to test alarm notification and indications from third party service providers for automatic fire alarm systems.

### D. Dispatch Staffing

The City of Pharr will maintain sole responsibility for staffing the fire dispatch center. The responsibility includes hiring, terminating, scheduling and any personnel action necessary to maintain an effective and efficient dispatch center.

### E. Equipment and Facility Maintenance

The City of Pharr will maintain responsibility for maintenance of the fire dispatch center facility

and any related equipment or appurtenances. The City of Pharr will provide two Motorola base station radios for use of fire dispatching.

F. Dispatch Policy

The City of Pharr will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the dispatch center.

G. Audit Clause

The City of Pharr will allow Donna access to any electronic files, books, documents, papers and records that relate to this agreement for making an audit of the fire dispatch center operations and maintenance.

H. Public Information Requests

The City of Pharr will process requests for public information as they relate to the fire dispatch center in accordance to applicable laws and local policies.

### **III. DUTIES OF CITY OF DONNA**

A. Dispatching

The City of Donna will ensure that all requests for emergency services for fire, rescue, hazardous materials, medical alarms or other related incidents are properly forwarded by the Hidalgo County Sheriff's Office, Texas Department of Public Safety or EMS provider of record to the fire dispatch center in accordance with standards establish by the City of Pharr. Additionally, Donna fire units will need to support and adopt appropriate radio call signs as to ensure appropriate accountability of fire units withing a regionalized system and be responsible for advising the fire dispatch of response availability.

B. Reimbursement for Fire Dispatching Services

The City of Donna will reimburse the City of Pharr for the fire dispatching services based on a flat rate of \$113.96 per radio per month. In the event that additional radios are provided to the City of Donna, the City of Pharr reserves the right to increase the flat rate in proportion to the number of additional radios.

The City of Donna will reimburse the City of Pharr for the use of fire dispatching digital notification system Chief Mobile at a flat rate of \$759.00 per year. The City of Pharr reserves the right to pass along any increases in service pricing applied to the City of Pharr by Chief Mobile.

The City of Donna will reimburse the City of Pharr for the use of fire dispatching mobile app recording services through Chief Mobile at a flat rate of \$900.00 per year. The City of Pharr reserves the right to pass along any increases in service pricing applied to the City of Pharr by Chief Mobile.

The City of Donna will reimburse the City of Pharr a onetime fee of \$5,555.00 for the cost incurred to add a radio gateway to the City of Pharr's radio system for two mobile radios for fire dispatching access.

The City of Pharr reserves the right to increase the flat rate based on the fire dispatch center actual Operating and Maintenance (O&M) cost incurred by the City of Pharr. The fire dispatch actual O&M cost shall include salaries, fringe benefits, hardware/software maintenance fees, communication line costs,

facility maintenance and utilities. Any incidental costs will need to be agreed to by the City of Donna.

The City of Donna shall reimburse the City of Pharr on a monthly basis for performance periods beginning the 30<sup>th</sup> day after the commencement date of the final executed signature. The City of Pharr will invoice the City of Donna at the end of each month by regular mail, electronic mail or facsimile. Payments will be made in full by Donna for each monthly performance period within thirty (30) days after being invoiced.

C. Capital Improvements

The City of Donna may participate with any capital improvements to the fire dispatch center with approval from the Donna Board of Commissioners. Capital improvements may include items such as hardware, software, equipment and facility infrastructure improvements.

D. Breach

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the City of Pharr. If the City of Donna commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to the City of Donna that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the monthly reimbursement can only be cured by paying that monthly reimbursement due. If the City of Donna does not cure that breach within thirty (30) days of receiving the written notice of breach, the City of Donna is in default and the Governing Board shall deliver a written notice of default to the City of Donna that specifies the following:

1. The nature of the default,
2. The date of the notice of breach,
3. The failure of the City of Donna to cure timely, and
4. The City of Donna's interest in the Fire Dispatch Center is terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

If the City of Donna fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the City of Pharr has given the City of Donna written notice of such failure, then the City of Donna is in default under this Agreement. In the event of the City of Donna's default, the City of Pharr has the right to terminate the Agreement, deny the City of Donna any services provided by the City of Pharr under this Agreement, and retain all moneys paid to the City of Pharr pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the City of Pharr and City of Donna are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the City of Pharr fail to perform to the standards established by policy, then the City of Donna's sole remedy is termination of this Agreement. The City of Pharr further agrees to make a refund to the City of Donna for the portion of any capital improvements paid to Pharr by Donna within the preceding twelve (12) months from the notice of termination by Donna as liquidated damages.

If either party is in default of this agreement within the first twelve (12) months of the initial contract period, no liquidated damages will be due.

#### **IV. TERM AND TERMINATION**

The first full Contract Term shall be one (1) year commencing on the date the final executed signature is received by all parties (Effective Date). This Contract will automatically renew for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the

Contract Term. If neither party is in default during the renewal period and a party chooses to exercise the thirty (30) day notice to terminate the agreement, then no liquidated damages will be due. Notwithstanding the preceding provisions, the Contract Term will also end:

- Upon Donna giving Pharr less than thirty (30) days prior notice of its intent to terminate, Donna will reimburse Pharr for ninety (90) days of service after notice based on the reimbursement formula stated in section III-B for the cost incurred during the month prior to termination.
- Upon expiration of the ninth (9<sup>th</sup>) automatic renewal period.

## V. MISCELLANEOUS

### A. Release

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, THE CITY OF DONNA, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY OF PHARR, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF CITY OF PHARR FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED UNDER THIS CONTRACT.

### B. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party's giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

### C. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. Applicable Laws

This Contract is subject to all laws of the State of Texas, the City Charters and Ordinances of the City Pharr, the City Charters and Ordinances of the City of Donna, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. Enforcement

The City of Pharr's City Manager or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

F. Assignment

The City of Donna shall not assign this Contract at law or otherwise without the prior written consent of the City of Pharr.

G. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City of Pharr and City of Donna only.

H. Notices

Any and all notices or other communications required or permitted to be given pursuant to this inter-local Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City of Donna Fire Department:  
Dr. Jesus Reyna City Manager, Donna, Texas

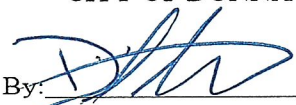
City of Pharr  
Jonathan Flores City Manager, Pharr, Texas

IN WITNESS HEREOF, City of Pharr and the City of Donna Fire Department have made and executed this contract in multiple copies, each of which is an original.

CITY OF PHARR

By: \_\_\_\_\_  
AMBOSIO HERNANDES, Mayor

CITY OF DONNA

By:  \_\_\_\_\_  
DAVID MORENO, Mayor





## AGENDA MEMORANDUM

**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 8.D.

**DATE SUBMITTED:** April 10, 2026

**MEETING DATE:** April 20, 2026

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Consideration and action, if any, on Memorandum of Understanding between City of Pharr and the Pharr Housing Development Corporation regarding funding support for the Aster Villas Apartments Project. **This item supports EV - Economic Vitality.**

**Classification:** Regular

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

**Issue:** The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the City will provide financial assistance from its General Fund to Pharr Housing Development Corporation in support of the development and construction of the Aster Villas Apartments project located within the City of Pharr, Texas.

**Fiscal Consideration:** Grant of Funds in the amount of \$400,000 from the City's General Fund.

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Imelda Perez  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 04/10/2026  
Approved - 04/13/2026  
Approved - 04/14/2026  
Final Approval - 04/14/2026

**MEMORANDUM OF UNDERSTANDING**  
**Between the City of Pharr, Texas and the Pharr Housing Development Corporation**  
**Regarding Funding Support for the Aster Villas Apartments Project**

This Memorandum of Understanding (“MOU”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, **2026**, by and between the **City of Pharr, Texas**, a Texas home-rule municipality (“City”), and the **Pharr Housing Development Corporation**, a Texas nonprofit housing development corporation (“PHDC”). The City and PHDC may be referred to individually as a “Party” and collectively as the “Parties.”

**1. Purpose**

The purpose of this MOU is to establish the terms and conditions under which the City will provide financial assistance from its General Fund to PHDC in support of the development and construction of the **Aster Villas Apartments** project located within the City of Pharr, Texas (the “Project”).

The Parties acknowledge that the Project is intended to promote residential housing development and support the public interest by increasing the availability of housing within the City.

**2. Grant of Funds**

Subject to approval by the **City Commission of the City of Pharr** and compliance with applicable municipal procedures, the City agrees to provide PHDC with **Four Hundred Thousand Dollars (\$400,000.00)** from the City’s General Fund (the “Grant Funds”).

The Parties expressly acknowledge and agree that:

- a. The Grant Funds are provided as financial assistance for the Project and shall not constitute a loan.
- b. The Grant Funds shall not accrue interest and shall not require repayment, except as expressly provided in this MOU in the event the funds are not used for the purposes authorized herein.
- c. The City shall not impose additional material conditions, restrictions, or performance requirements on PHDC beyond those expressly set forth in this MOU unless mutually agreed to in writing by the Parties.
- d. The financial assistance contemplated in this agreement is separate and apart from any future City support for expenses associated with Pharr Connect fiber optic cabling, infrastructure, permitting waivers, or any such assistance.

**3. Disbursement of Funds**

The Grant Funds shall be disbursed to PHDC in accordance with the City’s standard municipal financial procedures and in coordination with PHDC’s development schedule.

The City shall make reasonable efforts to ensure that disbursement of the Grant Funds occurs in a timely manner, but not later than 5-business days after execution of the agreement so as not to delay the Project.

#### **4. Permitted Use of Funds**

PHDC shall use the Grant Funds solely for the purpose of offsetting costs associated with the Project.

Eligible costs may include, but are not limited to:

- predevelopment expenses
- architectural plans
- engineering fees
- loan application fees
- 3rd party reports
- administration expenses
- Infrastructure improvements directly related to the Project
- Site preparation, grading, and land improvements
- Utility connections and site development improvements
- Other reasonable costs necessary for the completion of the Project

The Parties acknowledge that costs may evolve during the development process, and PHDC shall retain reasonable discretion to allocate the Grant Funds among eligible expenses as necessary to complete the Project.

#### **5. Project Description**

The **Aster Villas Apartments Project** is a residential housing development located within the City of Pharr, Texas.

PHDC shall oversee the planning, financing, development, and construction of the Project and shall ensure that the Project complies with applicable zoning regulations, building codes, permitting requirements, and other applicable local laws and ordinances.

Nothing in this MOU shall be interpreted as granting the City control over the design, construction methods, contractor selection, or operational management of the Project.

#### **6. Responsibilities of PHDC**

PHDC shall:

1. Utilize the Grant Funds solely for the purposes described in this MOU.
2. Maintain financial documentation reasonably sufficient to demonstrate the use of the Grant Funds for eligible Project expenses.
3. Provide progress updates regarding the status of the Project upon reasonable request by the City.

4. Ensure that the Project is constructed in compliance with applicable local laws, codes, and permitting requirements.
5. Provide the City reasonable access, upon advance notice during normal business hours, to review documentation related to the expenditure of the Grant Funds.

PHDC shall not be required to provide documentation that is confidential, proprietary, or protected by law unless required by applicable law.

## **7. Responsibilities of the City**

The City shall:

1. Provide the Grant Funds in the amount of **\$400,000** from the City's General Fund in accordance with municipal procedures and City Commission approval.
2. Provide reasonable oversight to ensure that the Grant Funds are used for the purposes described in this MOU.

The City acknowledges that PHDC is an independent entity and that PHDC shall retain sole authority over the development and construction management of the Project.

## **8. Term**

This MOU shall become effective upon the date of the last signature below (the "Effective Date") and shall remain in effect until the earlier of:

1. Completion of the Project and full expenditure of the Grant Funds; or
2. Termination in accordance with the provisions of this MOU.

## **9. Termination**

Either Party may terminate this MOU upon written notice if the other Party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

In the event of termination, PHDC shall not be required to repay any portion of the Grant Funds that have already been expended in good faith for eligible Project costs prior to termination.

## **10. No Partnership or Agency**

Nothing in this MOU shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the Parties. PHDC shall act as an independent entity and shall not have authority to bind the City to any obligations.

## **11. Compliance With Laws**

Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this MOU.

**12. Force Majeure**

Neither Party shall be deemed in breach of this MOU if performance is delayed or prevented by events beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, supply chain disruptions, governmental actions, or other unforeseen circumstances affecting construction or development timelines.

**13. Amendments**

This MOU may only be amended by a written instrument executed by authorized representatives of both Parties and approved by the City Commission where required by municipal policy.

**14. Governing Law**

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

**15. Entire Agreement**

This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior negotiations, representations, or agreements relating to the Project funding described herein.

**CITY OF PHARR, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PHARR HOUSING DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_