



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
TUESDAY, SEPTEMBER 6, 2022**

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 September 2022 as Deaf Awareness Month. (ADMINISTRATION)
- B) Proclamation proclaiming the 21st Anniversary of September 11, 2001 Remembrance Ceremony. (ADMINISTRATION)

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.*

AGENDA REGULAR MEETING
September 6, 2022

A) Public hearing on development services cases.

B) **Public Hearing:** Solicitation of Comments from the general public on the 2022 Tax Year Proposed Property Tax Rate for the City of Pharr. (FINANCE)

C) **Public Hearing:** Solicitation of Comments from the general public on Budget Fiscal Year 2022-2023. (FINANCE)

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

A) City Engineer's Report.

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 August 15, 2022 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Transparency.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance creating the Department of Building and Code Compliance *(3rd & Final Reading)*. **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2022-16 Municipal Fiber Optic Fee Schedule *(2nd Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.** (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals (RFP) for Marketing Services for the TeamPharr.net project. **This item supports IF - Infrastructure.** (ADMINISTRATION)

E) Consideration and action, if any, on Development Services Cases: **The items below support EV - Economic Vitality.**

AGENDA REGULAR MEETING

September 6, 2022

1. Rudy's Texas Bar-B-Q, L.L.C./Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being Lot 1, Los Hoteles Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 209 West Nolana Loop. CUP#040644
2. Erika of Texas, Inc., has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in a Limited Industrial District (L-I). The property is legally described as being 0.00048 acres, out of Lot 2, Pharr Bridge Business Park Phase 3 Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 900 West Zaragosa Drive. CUP#220843
3. Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525
4. Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. CUP#190641
5. City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single Family Residential District (R-1). The property is legally described as being 0.30 acres, more or less, out of Lot 233, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1207 West Hall Acres Road. COZ#220741
6. Brownstone Consultants LLC., on behalf of Rhea Nannette Mora, 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 Residential Multi-Family District (R-MF). The property is legally described as being a 10.854-acre tract of land, out of the South 1/2, of the South 1/2 of Lot 6, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 2300 – 2500 Block of North Jackson Road. COZ#220739
7. Lisandro Espinoza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Single Family Residential District (R-1). The property is legally described as being 0.48 acres, more or less, out of Lot 175, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 220 North Sugar Road. COZ#220742

F) PLATS: This item supports EV - Economic Vitality.

1. Melden & Hunt Inc., representing Derrick Merchant, Manager for Via Real Estate, LLC a Wyoming Limited Liability Company, is requesting final plat approval of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision. The property is legally described as being a 1.470 acres being a part of portion out of Lot 7, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7500 Blk. of South Jackson Rd. SUB#220827

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-27 EMS Fee Schedule *(1st Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.** (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, on Ordinance adopting Grants Management Policies and Procedures Manual *(1st Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.** (GMCD)

C) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Bridge Board. **This item supports SG- Sound Governance and Fiscal Transparency.** **(TABLED)** (BRIDGE)

D) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Pharr Economic Development Corporation II Board of Directors. **This item supports SG - Sound Governance and Fiscal Transparency.** **(TABLED)** (PEDC II)

E) Consideration and action, if any, on Resolution adopting the updated City Fiscal and Accounting Management Policies. **This item supports SG - Sound Governance and Fiscal Transparency.** (FINANCE)

F) Consideration and action, if any, on Resolution to accept petition for voluntary annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for approximately 13.12 acres of land, more or less, located South of West Javelina Drive, in the City of Pharr's Extraterritorial Jurisdiction ETJ, Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

A) Consideration pursuant to Section 551.074, Texas Gov't Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. **(TABLED)** (ADMINISTRATION)

B) Consideration and appropriate action, if any, regarding the appointment, evaluation, reassignment, duties, discipline, or dismissal of City Manager. **(TABLED)** (ADMINISTRATION)

C) Consideration and action, if any, appointing Interim City Manager. **(TABLED)** (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase surveillance camera upgrades for Police Department towers from A3 Communications, Inc. dba 3Sixty Integrated from San Antonio, Texas through GSA Cooperative Contract #GS-07F-0200W in an amount not to exceed \$95,615.15. **This item supports SSC - Safe and Secure Community.** (IT)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Agreement between the City of Pharr and Axon Enterprise, Inc. for the purchase of 152 Axon Taser 7 devices through Buyboard Contract No. 648-21 in the amount of \$105,719.36 for year 2022 and for each additional year until August 2026 for a total of \$528,595.20 for the Pharr Police Department-Patrol Operations. **This item supports SSC - Safe and Secure Community.** (POLICE)

B) Consideration and action, if any, on Lease Agreement with Stryker Sales, LLC, out of Redmond, WA for Lucas 3.1 Chest Compression Systems for use by the Fire Department. **This item supports SSC - Safe and Secure Community.** (FIRE)

C) Consideration and action, if any, authorizing City Manager to award a contract for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I to ASAGO, LLC, out of Mission, Texas in the amount of \$2,325,300.55. **This item supports QL - Quality of Life.** (ENGINEERING)

D) Consideration and action, if any, on Amendment Number 1 to the Interlocal Agreement between the City of Pharr and Hidalgo County Drainage District Number 1 (HCDD #1) for the East Las Milpas Road Stormwater Improvements Project. **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Casco Industries out of La Porte, Texas for the purchase of structural firefighting helmets. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to extend Service Contract for the City Wide Electrical On-Call and Maintenance Services Rotation List. **This item supports IF - Infrastructure.** (PURCHASING)

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G) Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the purchase and application of Prime Coat and Tack Coat with Asphalt Oil Express out of Edinburg, Texas. **This item supports IF - Infrastructure.** (PURCHASING)

H) Consideration and action, if any, authorizing City Manager to award Supply Contract for the purchase and delivery of chlorine and calcium hypo-chlorite to DPC Industries, Inc. from Corpus Christi, Texas. **This item supports IF - Infrastructure.** (PURCHASING)

I) Consideration and action, if any, authorizing City Manager to enter into an agreement with Workforce Solutions for the Texas Internship Initiative program. **This item supports EV - Economic Vitality.** (IT)

J) Consideration and action, if any, on Amendment Number 1 to the Fiber Construction Management Contract. **This item supports IF - Infrastructure.** (ADMINISTRATION)

11. LEGAL:

A) Attorney consultation pursuant to Section 551.071, Texas Gov't Code to receive legal advice and counsel in connection with the City Commission's legal rights and obligations pertaining to the supervision and management of a public officer or employee and related legal issues. (LEGAL)

12. 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

AGENDA REGULAR MEETING
September 6, 2022

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.

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

14. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 2nd day of September 2022 at 4:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 2nd day of September 2022.



Hilda Pedraza
HILDA PEDRAZA, TRMC / OMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, the deaf population includes a wide range of individuals, from those who were born profoundly deaf and use American Sign Language (ASL) as a primary means of communication, to those with a degree of hearing loss who use hearing aids or other forms of amplifications and communication modes; and

WHEREAS, many of these hardworking individuals build and maintain our infrastructure, provide health care and human services, educate and mentor our future generation of leaders, and serve as a piston in the engine of our world-class economy; and

WHEREAS, each September, organizations across Texas work to raise awareness on behalf of our fellow Texans and neighbors who are deaf and hard of hearing and to promote available resources for the educational and effective communication needs of these Texans; and

WHEREAS, the purpose of Deaf Awareness Month is to increase public awareness, to promote equal access to information and services for Deaf individuals and to educate the public about the types of educational programs, support services, and resources available.

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 September 2022 as:

“Deaf 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 6th day of September 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, the City of Pharr and all its residents desire to express their sorrow for the 2,983 people who died in Manhattan, at the Pentagon, and in a Pennsylvania field on September 11, 2001, in what remains the deadliest act of terrorism in US history; and

WHEREAS, the land of the free, while grief stricken, became one nation united, resolved and determined; and

WHEREAS, the terrorists not only attacked American institutions and cultural history, they also attacked American principles and we the people; and

WHEREAS, the City of Pharr and Vanguard Academy honor individuals and families who were directly affected by the September 11, 2001 tragedy; and

WHEREAS, we the American people will keep the flame of freedom lit for those Americans that died in the tragedy; and

WHEREAS, the City of Pharr, its neighboring cities, and Vanguard Academy also honor and recognize local heroes who contributed to improving the quality of life for everyone here at home.

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 September 11, 2022 as:

*“Remembering and Honoring The 21st Anniversary of
September 11th at Vanguard Academy”*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 6th day of September 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Public Hearing: Solicitation of Comments from the general public on the 2022 Tax Year Proposed Property Tax Rate for the City of Pharr.

Classification: Public Hearing

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

Issue: Whenever the Proposed Tax Rate exceeds the No New Tax Revenue Rate; a public hearing is required by State Truth in Taxation.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 8/31/2022

Karla Saavedra

Approved - 8/31/2022

Karla Saavedra

Approved - 8/31/2022

Patricia Rigney

Approved - 8/31/2022

City Management Office

Final Approval - 9/2/2022

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.7176 per \$100 valuation has been proposed by the governing body of City of Pharr.

PROPOSED TAX RATE	\$0.7176 per \$100
NO-NEW-REVENUE TAX RATE	\$0.6569 per \$100
VOTER-APPROVAL TAX RATE	\$0.7804 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that City of Pharr may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Pharr is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 6, 2022 AT 4:00 PM AT CITY OF PHARR 118 S CAGE BLVD PHARR TEXAS 78577 SECOND FLOOR COMMISSIONER'S ROOM.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Pharr is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of City of Pharr at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Ambrosio "Amos" Hernandez	Commissioner Eleazar Guajardo
	Commissioner Ricardo Medina	Commissioner Roberto "Bobby" Carrillo
	Commissioner Itza Flores	Commissioner Daniel Chavez

AGAINST the proposal: N/A

PRESENT and not voting:N/A

ABSENT: Commissioner Ramiro Caballero

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Pharr last year to the taxes proposed to be imposed on the average residence homestead by City of Pharr this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.7176	\$0.7176	increase of \$0.0000, or 0.00%
Average homestead taxable value	\$99,256	\$111,887	increase of \$12,631, or 12.73%
Tax on average homestead	\$712.26	\$802.90	increase of \$90.64, or 12.73%
Total tax levy on all properties	\$22,652,101	\$25,385,982	increase of \$2,733,881, or 12.07%

For assistance with tax calculations, please contact the tax assessor for City of Pharr at 956-318-2157 or propertytax@hidalgocountytax.org, or visit www.hidalgocountytax.org for more information.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: September 1, 2022

MEETING DATE: September 6, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Public Hearing: Solicitation of Comments from the general public on Budget Fiscal Year 2022-2023.

Classification: Public Hearing

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 9/1/2022
Approved - 9/2/2022
Final Approval - 9/2/2022

CITY OF PHARR PROPOSED BUDGET

FOR FISCAL YEAR 2022-2023

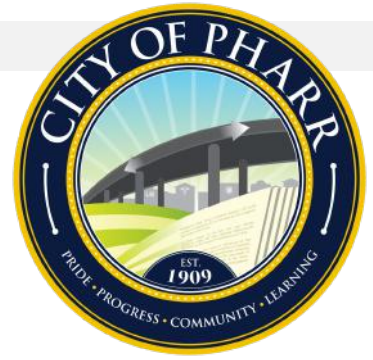


Prepared For:

Pharr Residents

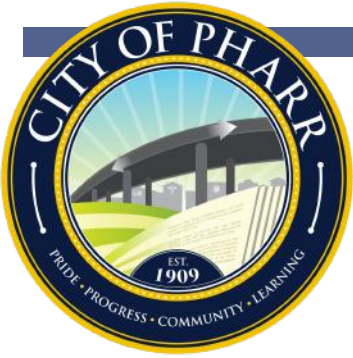


City of Pharr



This budget will raise more total property taxes than last year's budget by \$3,189,794 or 12.65% increase, and of that amount, \$698,209 is tax revenue to be raised from new property added to the tax roll this year.

City of Pharr, TX



BOARD OF COMMISSIONERS



Ambrosio "Amos" Hernandez, MD
Mayor



Eleazar Guajardo
Commissioner Place 1



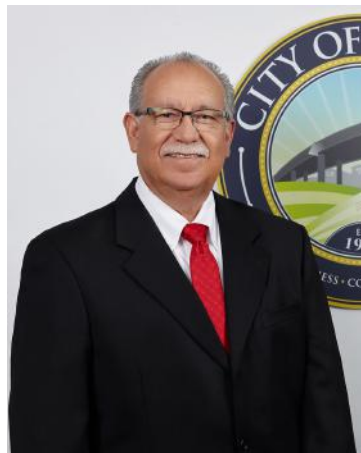
Roberto "Bobby" Carrillo
Commissioner Place 2



Ramiro Caballero, MD
Commissioner Place 3



Daniel Chavez
Commissioner Place 4



Ricardo Medina
Commissioner Place 5



Itza Flores
Commissioner Place 6

General Fund

General Fund is the chief operating fund of the City. All of the City's activities are reported in this fund unless there is a compelling reason to report an activity in some other type of fund.

GENERAL FUND (detailed): The General Fund is the general operating fund of the City. It is used to account for all financial resources traditionally associated with government, except those required to be accounted for in another fund.

GENERAL CONTINGENCY RESERVE: This fund accounts for the fiduciary responsible administration of the City's unreserved fund balance. This fund will be consolidated with the General Fund in the preparation of the City's financial report.

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

Description	2020-2021 Actual		2021-2022 Original		2021-2022 Current		2021-2022 Projected		2022-2023 Proposed	
General Tax Revenue	\$	39,230,200	\$	40,857,900	\$	41,957,900	\$	42,438,249	\$	46,710,000
Gross Receipts		2,630,000		2,461,600		2,461,600		2,655,300		2,663,400
Revenue Producing Facilities		4,606,400		5,101,700		5,101,700		4,885,400		5,379,400
Fines and Fees		660,400		635,500		635,500		589,600		767,000
License and Permits		1,076,800		928,100		928,100		1,010,300		1,075,000
Charges for Current Services		444,700		956,000		269,000		256,300		344,000
Debt Proceeds		1,788,000		1,608,000		1,608,000		1,608,000		620,000
Transfers In		9,138,900		16,599,300		11,842,700		11,792,700		12,128,800
Total Revenues	\$	59,575,400	\$	69,148,100	\$	64,804,500	\$	65,235,849	\$	69,687,600
<u>Expenditures</u>										
City Manager's Office	\$	2,548,800	\$	2,142,100	\$	2,306,500	\$	1,793,900	\$	2,425,600
Finance Department		658,700		795,900		813,600		658,600		857,800
Police Department		14,840,000		18,193,900		17,958,800		17,773,200		17,173,100
Purchasing		295,000		323,800		359,000		293,200		360,300
Municipal Court		506,500		626,800		637,600		571,200		640,100
Fire Protection		8,491,000		10,314,100		10,427,400		10,085,800		10,146,900
Code Compliance		-		-		-		-		1,265,800
Street Maintenance		4,379,900		6,441,300		5,795,700		5,035,800		6,482,700
Information Technology		2,067,400		2,750,900		2,775,500		2,869,500		3,609,900
Media		494,800		743,000		768,800		649,000		810,300
Municipal Library		1,425,600		1,615,100		1,728,100		1,492,400		1,719,900
Grants		311,600		503,000		509,000		472,800		519,200
Parks & Recreation		5,444,400		6,782,500		7,131,800		6,806,500		7,104,300
OSE		122,900		496,400		499,000		467,000		582,200
Legal		-		844,800		967,400		882,600		1,023,200
Communications		2,280,400		3,134,200		2,910,600		2,669,500		3,037,300
Human Resources		745,000		771,000		895,600		784,801		1,028,800
Planning & Community Development		1,528,200		1,757,000		1,854,400		1,412,700		665,300
Engineering		639,800		894,100		926,100		663,400		940,200
Non-Departmental		11,901,900		10,018,200		11,043,200		11,486,400		9,294,700
Total Expenditures	\$	58,681,900	\$	69,148,100	\$	70,308,100	\$	66,868,301	\$	69,687,600
Net Revenues Over/(Under) Expenditures	\$	893,500	\$	-	\$	(5,503,600)*	\$	(1,632,452)	\$	-

* Available resources

CITY OF PHARR, TX													
GENERAL FUND SUMMARY OF EXPENDITURES													
Department		Description		2020-2021 Actual		2021-2022 Original		2021-2022 Current		2021-2022 Projected		2022-2023 Proposed	
	10 - City Manager's Office	\$	2,548,800	\$	2,142,100	\$	2,306,500	\$	1,793,900	\$	2,425,600		
	11 - Finance Department		658,700		795,900		813,600		658,600		857,800		
	12 - Police Department		14,840,000		18,193,900		17,958,800		17,773,200		17,173,100		
	13 - Purchasing		295,000		323,800		359,000		293,200		360,300		
	14 - Municipal Court		506,500		626,800		637,600		571,200		640,100		
	15 - Fire Protection		8,491,000		10,314,100		10,427,400		10,085,800		10,146,900		
	16- Code Compliance		-		-		-		-		1,265,800		
	17 - Street Maintenance		4,379,900		6,441,300		5,795,700		5,035,800		6,482,700		
	18 - Information Technology		2,067,400		2,750,900		2,775,500		2,869,500		3,609,900		
	19 - Media		494,800		743,000		768,800		649,000		810,300		
	20 - Municipal Library		1,425,600		1,615,100		1,728,100		1,492,400		1,719,900		
	21 - Grants		311,600		503,000		509,000		472,800		519,200		
	22 - Parks & Recreation		5,444,400		6,782,500		7,131,800		6,806,500		7,104,300		
	23 - OSE		122,900		496,400		499,000		467,000		582,200		
	24- Legal		-		844,800		967,400		882,600		1,023,200		
	25 - Communications		2,280,400		3,134,200		2,910,600		2,669,500		3,037,300		
	26 - Human Resources		745,000		771,000		895,600		784,801		1,028,800		
	27 - Planning & Community Development		1,528,200		1,757,000		1,854,400		1,412,700		665,300		
	28 - Engineering		639,800		894,100		926,100		663,400		940,200		
	30 - Non-Departmental		11,901,900		10,018,200		11,043,200		11,486,400		9,294,700		
Total Expenditures		\$	58,681,900	\$	69,148,100	\$	70,308,100	\$	66,868,301	\$	69,687,600		
Activity	Department	2020-2021 Actual		2021-2022 Original		2021-2022 Current		2021-2022 Projected		2022-2023 Proposed			
	1100- Personnel Services	\$	35,718,700	\$	42,621,200	\$	43,687,000	\$	40,405,688	\$	44,749,900		
	2200- Supplies		1,710,300		3,070,600		3,103,900		2,758,799		2,436,300		
	3300- Maintenance		1,474,900		1,561,700		1,656,700		1,626,600		2,296,700		
	4400- Rentals		171,100		1,248,700		519,400		492,135		1,339,100		
	5500- Other Services		3,126,400		5,725,200		5,165,100		4,681,429		5,958,300		
	6600- Vehicle Maintenance		1,330,300		1,543,500		1,503,500		1,628,550		1,369,600		
	7700- Debt Service		1,810,200		1,451,000		1,534,800		1,527,800		1,498,000		
	8800- Capital Outlay		1,438,100		1,908,000		2,094,500		2,260,900		745,000		
	9900- Transfer Out		4,572,600		3,639,100		4,039,300		3,735,700		1,829,400		
	9900- Non-Departmental		7,329,300		6,379,100		7,003,900		7,750,700		7,465,300		
Total Expenditures		\$	58,681,900	\$	69,148,100	\$	70,308,100	\$	66,868,301	\$	69,687,600		
	Function	2020-2021 Actual		2021-2022 Original		2021-2022 Current		2021-2022 Projected		2022-2023 Proposed			
	General Government	\$	13,696,500	\$	15,477,800	\$	16,755,500	\$	15,705,301	\$	18,441,200		
	Public Safety		26,117,900		32,269,000		31,934,400		31,099,700		30,997,400		
	Highways and Streets		4,379,900		6,441,300		5,795,700		5,035,800		6,482,700		
	Health and welfare		3,045,000		2,923,300		2,923,300		2,992,900		3,112,700		
	Culture and Recreation		6,870,000		8,397,600		8,859,900		8,298,900		8,824,200		
	Transfers Out		4,572,600		3,639,100		4,039,300		3,735,700		1,829,400		
Total Expenditures		\$	58,681,900	\$	69,148,100	\$	70,308,100	\$	66,868,301	\$	69,687,600		

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally or self restricted to expenditure for particular purposes.

Community Development Fund: This fund accounts for grant revenues that meet the program objectives set forth by the U.S. Department of Housing & Urban Development in providing affordable housing, a suitable and viable living environment and expanding economic opportunities.

Grants Fund: This fund accounts for general grant revenues awarded to the City. Three main departments utilize this fund: Police, Fire and Parks and Recreation.

Hotel/Motel Fund: This fund accounts for revenue from a seven percent tax levied upon the cost of City hotel and motel rooms with a daily rate over \$2. According to state civil statutes, this tax revenue can be used to promote tourism, maintain and repair convention facilities, promote the arts and humanities, or any other purpose directly related to these activities.

Parkland Dedication Fund: This fund accounts for revenue from a seven percent tax levied upon the cost of City hotel and motel rooms with a daily rate over \$2. According to state civil statutes, this tax revenue can be used to promote tourism, maintain and repair convention facilities, promote the arts and humanities, or any other purpose directly related to these activities.

Asset Sharing (Seized Assets): This fund accounts for forfeitures awarded to the City by the federal and state courts and drug enforcement agencies. Revenues are restricted for police supplies and only to be used if general funding is not available.

Paving & Drainage: This fund accounts for fees added to utility bills and is restricted for the purpose of street improvements.

**CITY OF PHARR, TX
COMBINED SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>Revenues</u>					
500 - General Tax Revenue	\$ 681,400	\$ 600,000	\$ 600,000	\$ 675,000	\$ 600,000
560 - Charges for Current Services	1,123,459	1,073,400	1,073,400	1,298,400	1,073,400
560 - Intergovernmental	293,800	120,000	120,000	330,000	120,000
570 - Grants	2,147,156	7,443,300	7,443,300	2,059,000	2,628,700
580 - Others	5,700	22,600	22,450	8,600	7,100
Total Revenues	\$ 4,251,515	\$ 9,259,300	\$ 9,259,150	\$ 4,371,000	\$ 4,429,200
<u>Expenditures</u>					
General government	\$ 1,068,640	\$ 970,000	\$ 970,000	\$ 970,000	\$ 753,700
Public safety	1,844,688	2,766,500	2,766,500	1,210,000	1,850,000
Highways and Streets	-	3,867,800	3,867,800	-	-
Debt Service	401,357	386,700	386,700	386,700	375,000
Transfer Out	747,900	1,645,500	1,645,500	1,645,500	1,645,500
Total Expenditures	\$ 4,062,584	\$ 9,636,500	\$ 9,636,500	\$ 4,212,200	\$ 4,624,200
Net Revenues Over/(Under) Expenditures	\$ 188,931	\$ (377,200)	\$ (377,350)	\$ 158,800	\$ (195,000)

CITY OF PHARR, TX COMMUNITY DEVELOPMENT BLOCK GRANT FUND SUMMARY OF REVENUES AND EXPENDITURES				
ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023

<u>REVENUES</u>											
Grants-CDBG - Current Year	\$	866,668	\$	1,159,000	\$	1,159,000	\$	1,159,000	\$	1,128,700	
Grants-Other CDBG Program Funds		-		197,700	\$	197,700		197,700		-	
Transfer In		120,226		-		-		-		-	
Total Revenues		\$	986,894	\$	1,356,700	\$	1,356,700	\$	1,356,700	\$	1,128,700

<u>EXPENDITURES</u>										
Personnel	\$	141,565	\$	162,200	162,200	\$	162,200	\$	173,400	
Supplies		3,233		6,000	6,000		6,000		10,000	
Maintenance		152		1,500	1,500		1,500		1,500	
Rentals		2,409		2,000	2,000		2,000		7,000	
Other		18,539		24,500	24,500		24,500		32,400	
Vehicle Maintenance		745		1,500	1,500		1,500		1,500	
Debt Service		401,357		386,700	386,700		386,700		375,000	
Non-Departmental		901,995		772,300	772,300		772,300		527,900	
Total Expenditures	\$	1,469,996	\$	1,356,700	\$	1,356,700	\$	1,356,700	\$	1,128,700

Net Revenues Over/(Under) Expenditures	(483,102)	\$	-	\$	-	\$	-	\$	-
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EXPENDITURES						
General government	1,469,996	1,356,700	1,356,700	1,356,700	1,128,700	
Culture and recreation	-	-	-	-	-	
Highways and streets	-	-	-	-	-	
Total Expenditures	\$ 1,469,996	\$ 1,356,700	\$ 1,356,700	\$ 1,356,700	\$ 1,128,700	

**CITY OF PHARR, TX
GRANTS FUND*
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Police	\$ 1,280,488	\$ 2,416,500	\$ 2,416,500	\$ 900,000	\$ 1,500,000
Public Works	-	3,867,800	3,867,800	-	-
					-
Total Revenues	\$ 1,280,488	\$ 6,284,300	\$ 6,284,300	\$ 900,000	\$ 1,500,000
<u>EXPENDITURES BY FUNCTION</u>					
Public Safety:					
Police	\$ 1,280,488	\$ 2,416,500	\$ 2,416,500	\$ 900,000	\$ 1,500,000
Fire	-	-	-	-	-
	1,280,488	2,416,500	2,416,500	900,000	1,500,000
Environmental:					
Public Works		3,867,800	3,867,800	-	-
	-	3,867,800	3,867,800	-	-
Total Expenditures	\$ 1,280,488	\$ 6,284,300	\$ 6,284,300	\$ 900,000	\$ 1,500,000
Net Revenues Over/(Under) Expenditures	\$ 0	\$ -	\$ -	\$ -	\$ -
<u>EXPENDITURES BY ACTIVITY</u>					
Personnel	\$ 1,280,488	\$ 2,416,500	\$ 2,416,500	\$ 900,000	\$ 1,500,000
Supplies	-	-	-	-	-
Other	-	-	-	-	-
Vehicle Maintenance	-	-	-	-	-
Capital Outlay	-	3,867,800	3,867,800	-	-
Total Expenditures	\$ 1,280,491	\$ 6,584,300	\$ 6,584,300	\$ 900,000	\$ 1,500,000

* Excludes American Rescue Plan Funds awarded in 2022.

CITY OF PHARR, TX
HOTEL / MOTEL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
REVENUES					
Hotel/Motel Tax	\$ 681,400	\$ 600,000	\$ 600,000	\$ 675,000	\$ 600,000
Interest	-	-	-	-	-
Total	\$ 681,400	\$ 600,000	\$ 600,000	\$ 675,000	\$ 600,000
EXPENDITURES					
Culture and Recreation:					
Transfer Out-General Fund	60,000	150,900	150,900	150,900	300,000
Transfer Out-PEDC	-	-	-	-	-
Transfer Out-Chamber	68,400	68,400	68,400	68,400	68,400
Transfer Out-Tax Notes	380,700	380,700	380,700	380,700	231,600
Sub Total	509,100	600,000	600,000	600,000	600,000
Total	509,100	600,000	600,000	600,000	600,000
Net Revenues Over/(Under) Expenditures	\$ 172,300	\$ -	\$ -	\$ 75,000	\$ -

CITY OF PHARR, TX
PARKLAND DEDICATION FEE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL		ORIGINAL		AMENDED		PROJECTED		PROPOSED	
	2020-2021		BUDGET		BUDGET		ACTUAL		BUDGET	
			2021-2022		2021-2022		2021-2022		2022-2023	
REVENUES										
Parkland Dedication Fees	\$	29,859	\$	30,000	\$	30,000	\$	231,000	\$	30,000
Interest		500		500		350		-		-
Total	\$	30,359	\$	30,500	\$	30,350	\$	231,000	\$	30,000
EXPENDITURES										
Culture and Recreation:										
Transfers Out	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-
Net Revenues Over/(Under) Expenditures	\$	30,359	\$	30,500	\$	30,350	\$	231,000	\$	30,000

CITY OF PHARR, TX
 ASSET SHARING FUND
 SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL		ORIGINAL		AMENDED		PROJECTED		PROPOSED	
	2020-2021		2021-2022		2021-2022		2021-2022		2022-2023	
REVENUES										
Intergovernmental	\$	293,800	\$	120,000	\$	120,000	\$	330,000	\$	120,000
Interest		2,500		20,000		20,000		5,000		5,000
Total	\$	296,300	\$	140,000	\$	140,000	\$	335,000	\$	125,000
EXPENDITURES										
Public Safety:										
Personnel	\$	-	\$	-	\$	-	\$	-	\$	-
Supplies		215,900		100,000		100,000		155,000		100,000
Maintenance		30,600		-		-		-		-
Other		260,900		-		-		30,000		-
Transfer Out		-		-		-		-		-
Capital Outlay		56,800		250,000		250,000		125,000		250,000
Total	\$	564,200	\$	350,000	\$	350,000	\$	310,000	\$	350,000
Net Revenues Over/(Under) Expenditures	\$	(267,900)	\$	(210,000)	\$	(210,000)	\$	25,000	\$	(225,000) *

* Available Resources

CITY OF PHARR, TX
PAVING & DRAINAGE FUND
SUMMARY OF REVENUES AND EXPENDITURES

		ACTUAL 2020-201	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
REVENUES						
	Paving & Drainage Fee	\$ 1,093,600	\$ 1,043,400	\$ 1,043,400	\$ 1,067,400	\$ 1,043,400
	Interest Income	2,700	2,100	2,100	3,600	2,100
	Total	\$ 1,096,300	\$ 1,045,500	\$ 1,045,500	\$ 1,071,000	\$ 1,045,500
EXPENDITURES						
	Highways and Streets:					
	Transfer Out	\$ 238,800	\$ 1,045,500	\$ 1,045,500	\$ 1,045,500	\$ 1,045,500
	Total	\$ 238,800	\$ 1,045,500	\$ 1,045,500	\$ 1,045,500	\$ 1,045,500
	Net Revenues Over/(Under) Expenditures	\$ 857,500	\$ -	\$ -	\$ 25,500	\$ -

Capital Project Funds

Capital Project Funds are used to account for major capital acquisition and construction activities so as to not distort ongoing operating activities of other funds.

General Capital Projects Fund: is used to account for projects planned as part of the City's General Capital Improvement program.

Bridge Capital Projects Fund: is used to account for projects planned as part of the City's International Bridge Capital Improvement program.

Utility Capital Projects Fund: is used to account for projects planned as part of the City's Utility Fund Capital Improvement program.

CITY OF PHARR, TX
GENERAL CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Intergovernmental	\$ 9,885,224	\$ 30,000,000	\$ 30,000,000	\$ -	\$ -
Transfers In	8,954,428	14,757,800	14,757,800	7,514,000	-
Other	302,313	-	-	-	1,208,200
			-		
Total Revenues	\$ 19,141,965	\$ 44,757,800	\$ 44,757,800	\$ 7,514,000	\$ 1,208,200
<u>EXPENDITURES</u>					
Parks	\$ 22,789,400	\$ 1,249,000	\$ 1,249,000	\$ 6,548,359	\$ 900,000
Street Projects	4,014,065	850,000	850,000	3,623,298	950,000
Infrastructure	4,586,547	40,000,000	40,000,000	-	-
Other	77,875	8,055,700	8,055,700	2,956,066	-
Debt Service	1,208,116	1,208,200	1,208,200	1,208,200	1,208,200
Total Expenditures	\$ 32,676,003	\$ 51,362,900	\$ 51,362,900	\$ 14,335,923	\$ 3,058,200
Net Revenues Over/(Under) Expenditures	\$ (13,534,038)	\$ (6,605,100)	\$ (6,605,100)	\$ (6,821,923)	\$ (1,850,000) *

*Available Resources

CITY OF PHARR, TX
BRIDGE CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021		ORIGINAL BUDGET 2021-2022		AMENDED BUDGET 2021-2022		PROJECTED ACTUAL 2021-2022		PROPOSED BUDGET 2022-2023	
REVENUES										
Debt Proceeds	-		20,000,000		20,000,000		-		-	
Grants	2,438,649		-		-		1,705,000		2,000,000	
Total Revenues	\$	2,438,649	\$	20,000,000	\$	20,000,000	\$	1,705,000	\$	2,000,000
EXPENSES										
Capital Projects	\$	6,593,560	\$	61,115,300	\$	61,115,300	\$	5,737,867	\$	55,377,500
Other	-		-		-		-		-	
Total Expenses	\$	6,593,560	\$	61,115,300	\$	61,115,300	\$	5,737,867	\$	55,377,500
Net Revenues Over/(Under) Expenses	\$	(4,154,911)	\$	(41,115,300)	\$	(41,115,300)	\$	(4,032,867)	\$	(53,377,500) *

* Cash available from Debt Proceeds

CITY OF PHARR, TX
UTILITY CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021		ORIGINAL BUDGET 2021-2022		AMENDED BUDGET 2021-2022		PROJECTED ACTUAL 2021-2022		PROPOSED BUDGET 2022-2023	
REVENUES										
Debt Proceeds	\$	-	\$	-	\$	-	\$	-	\$	-
TWDB Grant		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENSES										
Capital Projects	\$	2,444,006	\$	30,324,400	\$	30,324,400	\$	1,418,182	\$	28,906,300
Total Expenses	\$	2,444,006	\$	30,324,400	\$	30,324,400	\$	1,418,182	\$	28,906,300
Net Revenues Over/(Under) Expenses	\$	(2,444,006)	\$	(30,324,400)	\$	(30,324,400)	\$	(1,418,182)	\$	(28,906,300) *

* Available from Bond Proceeds issued in FY 19-20

Debt Service Fund

Debt Service Funds as used to account for the accumulation of resources and payment of general long-term debt for the City.

Debt Service: This fund accounts for the accumulation of resources from property taxes interest and sinking portion for the payment of General and Certificates of Obligations.

CITY OF PHARR, TX
DEBT SERVICE
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
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REVENUES

Property Tax (Current & Delinquent)	\$	5,021,200	\$	5,388,900	\$	5,388,900	\$	5,452,487	\$	6,060,200
Property Tax Penalty and Interest		106,100		100,000		100,000		134,399		100,000
Interest		10,700		10,000		10,000		31,471		10,000
Transfer In		2,722,300		836,800		836,800		836,800		840,000
Total Revenues	\$	7,860,300	\$	6,335,700	\$	6,335,700	\$	6,455,157	\$	7,010,200

EXPENDITURES

Principal	\$	3,582,300	\$	3,212,000	\$	3,212,000	\$	3,212,000	\$	3,492,000
Interest		2,888,600		2,755,200		2,755,200		2,705,100		2,657,800
Transfer Out		-		368,500		368,500		-		860,400
Total Expenditures	\$	6,470,900	\$	6,335,700	\$	6,335,700	\$	5,917,100	\$	7,010,200

Net Revenues Over/(Under) Expenditures	\$	1,389,400	\$	-	\$	-	\$	538,057	\$	-
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Enterprise Funds

Enterprise Funds are used to report any activity for which a fee is charged to external users of goods and services.

Utility Fund: is used to account for the City's water and sewer/wastewater system operations.

EMS: is used to account for the City's Ambulance Services.

FIBER: is used to account for the City's new Wi-Fi Services to be provided.

Bridge Fund: is used to account for the City's International Bridge operations. The Bridge enables traffic (mainly commercial) to flow to and from Mexico.

Golf Course Fund: is used to account for the City's Tierra del Sol Golf Course operations.

**CITY OF PHARR, TX
UTILITY FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Water	\$ 9,364,300	\$ 9,977,900	\$ 9,977,900	\$ 9,812,772	\$ 9,843,500
Sewer	7,229,700	7,311,000	7,311,000	7,270,863	7,301,000
Other	31,000	12,700	12,700	4,268	57,300
Lease Proceeds	-	2,548,000	2,548,000	2,548,000	-
Interest	20,400	20,000	20,000	-	20,000
Transfer In	-	-	20,400	-	-
Total Revenues	\$ 16,645,400	\$ 19,869,600	\$ 19,890,000	\$ 19,635,903	\$ 17,221,800
<u>EXPENSES</u>					
81 Administration	1,095,900	1,188,700	1,203,900	985,000	1,085,300
82 Water Production	2,018,100	3,235,400	3,302,000	2,843,800	3,470,300
83 Water Distribution	2,213,800	4,139,600	4,199,700	3,717,100	2,877,100
84 Water Treatment Plant	2,206,200	2,941,300	2,962,900	2,705,900	2,721,200
86 Sewer Collection	297,000	2,064,000	2,064,000	2,046,500	588,600
87 Non-Departmental*	8,340,000	1,406,100	1,263,000	5,166,100	1,584,800
72 Debt Service	1,279,300	4,894,500	4,894,500	4,894,500	4,894,500
Total Expenses	\$ 17,450,300	\$ 19,869,600	\$ 19,890,000	\$ 22,358,900	\$ 17,221,800
Net Revenues Over/(Under) Expenses	\$ (804,900)	\$ -	\$ -	\$ (2,722,997)	\$ -
1100- Personnel Services	\$ 4,049,000	\$ 4,533,700	\$ 4,697,200	\$ 3,751,900	\$ 4,776,800
2200- Supplies	1,571,400	2,383,700	2,383,700	2,544,800	2,409,600
3300- Maintenance	610,900	734,800	914,800	959,700	860,700
4400- Rentals	6,900	547,300	547,300	58,400	297,300
5500- Other Services	1,354,100	1,578,400	1,578,400	1,509,400	1,530,400
6600- Vehicle Maintenance	207,500	191,400	191,400	204,800	271,300
72/73 Long Term Debt Service	1,279,300	4,894,500	4,894,500	4,894,500	4,894,500
7700- Debt Service-Lease	31,200	576,700	576,700	428,000	596,400
8800- Capital Outlay	-	3,023,000	2,843,000	2,841,300	-
9900- Transfer Out	2,441,500	578,700	578,700	578,700	700,000
9900- Non-Departmental	5,898,500	827,400	684,300	4,587,400	884,800
	\$ 17,450,300	\$ 19,869,600	\$ 19,890,000	\$ 22,358,900	\$ 17,221,800

*Includes a one time Purchase of Water Rights of \$3.8 Million in FY 21-22.

**CITY OF PHARR, TX
BRIDGE FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Toll Fees	\$ 16,379,800	\$ 16,327,900	\$ 17,127,900	\$ 17,028,816	\$ 17,710,000
Other	279,700	422,900	422,900	282,100	475,900
Interest	32,400	14,000	14,000	162,000	130,000
Transfer In - Other	20,300	368,500	394,900	368,500	886,800
Total	\$ 16,712,200	\$ 17,133,300	\$ 17,959,700	\$ 17,841,416	\$ 19,202,700
<u>EXPENSES</u>					
Personnel	\$ 1,343,700	\$ 1,406,000	\$ 1,432,400	\$ 1,411,400	\$ 1,432,800
Supplies	166,700	275,200	275,200	169,700	216,700
Maintenance	219,400	461,700	461,700	461,700	191,200
Rentals	5,600	41,000	41,000	6,300	41,000
Contractual	2,894,600	1,649,500	1,649,500	2,850,364	1,842,900
Vehicle Maintenance	11,900	10,600	10,600	11,200	10,600
Long Term Debt Service	505,400	3,526,200	3,526,200	3,489,800	3,482,300
Capital Outlay	-	-	-	-	-
Transfer Out	11,295,300	9,763,100	10,563,100	10,563,100	11,985,200
Total	\$ 16,442,600	\$ 17,133,300	\$ 17,959,700	\$ 18,963,564	\$ 19,202,700
Net Revenues Over/(Under)					
Expenses	\$ 269,600	\$ -	\$ -	\$ (1,122,147)	\$ -

**CITY OF PHARR, TX
EMS SUMMARY
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET* 2021-2022	PROJECTED ACTUAL* 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Ground Revenue*	\$ 226,116	\$ 9,673,400	\$ 4,673,400	\$ 3,552,373	\$ 1,418,600
Transfer Revenue*	-	1,422,000	822,000	823,543	1,192,400
Flight Revenue*	24,880	9,000,000	1,000,000	783,496	-
Fixed Wing Revenue*	-	4,080,000	580,000	200,000	-
Intergovernmental	-	-	-	233,000	-
Other	-	-	-	431,503	-
Transfer In-General Fund	-	-	118,800	118,800	-
Transfer In-ARPA Fund	3,332,600	-	-	2,962,000	-
Transfer In -Bridge	-	-	-	-	1,507,700
Total	\$ 3,583,596	\$ 24,175,400	\$ 7,194,200	\$ 9,104,715	\$ 4,118,700
<u>EXPENSES</u>					
Personnel	\$ 2,389,579	\$ 11,160,300	\$ 7,996,400	\$ 8,076,825	\$ 2,970,900
Supplies	317,456	650,000	650,000	363,550	209,300
Maintenance	12,401	309,000	309,000	102,484	50,000
Rentals	626,542	2,946,000	2,946,000	2,138,379	204,000
Other	259,672	707,900	707,900	741,408	412,800
Vehicle Maintenance	353,494	253,800	253,800	580,002	271,700
Long Term Debt Service	-	-	-	-	-
Capital Outlay	1,163,906	2,870,000	870,000	871,657	-
Total	\$ 5,123,050	\$ 18,897,000	\$ 13,733,100	\$ 12,874,305	\$ 4,118,700
Net Revenues Over/(Under) Expenses	\$ (1,539,454)	\$ 5,278,400	\$ (6,538,900)	\$ (3,769,590)	\$ -

*Revenues are accounted on a a cash basis. A receivable of \$6.2 million is still outstanding as of today and not accounted in these totals.

**CITY OF PHARR, TX
FIBER/BROADBAND SUMMARY
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
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REVENUES

Fiber Revenue	\$ -	\$ 6,119,900	\$ 619,900	\$ 61,600	\$ 3,347,400
Other	-	26,400	-	-	-
Interest	-	17,000	-	-	-
Total	\$ -	\$ 6,163,300	\$ 619,900	\$ 61,600	\$ 3,347,400

EXPENSES

Personnel	\$ -	\$ 1,424,000	\$ 196,300	\$ -	\$ -
Supplies	-	751,900	471,900	120,000	325,000
Maintenance	-	509,200	509,200	-	655,000
Rentals	-	3,200	3,200	14,270	8,200
Other	-	742,800	173,900	22,000	918,800
Vehicle Maintenance	-	17,000	17,000	-	35,000
Capital Outlay	-	445,000	445,000	52,000	60,000
Transfer Out	-	2,270,200	-	-	-
Total	\$ -	\$ 6,163,300	\$ 1,816,500	\$ 208,270	\$ 2,002,000

Net Revenues Over/(Under)

Expenses	\$ -	\$ -	\$ (1,196,600)	\$ (146,670)	\$ 1,345,400
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**CITY OF PHARR, TX
GOLF COURSE FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2020-2023
<u>REVENUES</u>					
Green & Member Fees	\$ 468,700	\$ 402,400	\$ 402,400	\$ 541,800	\$ 477,200
Cart Rental	215,500	203,200	203,200	252,100	203,200
Food & Beverage	48,100	49,100	49,100	59,800	49,100
Other	149,100	134,500	134,500	192,300	134,500
Interest	2,200	5,900	5,900	2,100	5,900
Transfer In	371,000	525,400	548,600	400,000	473,800
Total Revenues	\$ 1,254,600	\$ 1,320,500	\$ 1,343,700	\$ 1,448,100	\$ 1,343,700
<u>EXPENSES</u>					
Personnel	\$ 772,400	\$ 844,500	\$ 867,700	\$ 768,600	\$ 867,700
Supplies	160,900	145,100	145,100	174,400	145,100
Maintenance	76,800	91,500	91,500	82,600	91,500
Rentals	60,300	71,900	71,900	71,900	71,900
Other	100,000	102,700	102,700	114,000	102,700
Vehicle Maintenance	19,800	18,700	18,700	16,400	18,700
Debt Service-Lease	8,500	46,100	46,100	56,500	46,100
Capital Outlay	-	-	-	150,500	-
Total Expenses	\$ 1,198,700	\$ 1,320,500	\$ 1,343,700	\$ 1,434,900	\$ 1,343,700
Net Revenues Over/(Under) Expenses	\$ 55,900	\$ -	\$ -	\$ 13,200	\$ -

Internal Service Fund

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments within the City on a cost-reimbursement basis.

City Garage Fund: This fund is used to account for fleet maintenance and maintains an inventory of parts for the City-owned vehicles.

Health Insurance Claims Fund: This fund is used to account for fleet maintenance and maintains an inventory of parts for the City-owned vehicles.

**CITY OF PHARR, TX
GARAGE FUND
SUMMARY OF REVENUES AND EXPENSES**

		ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>						
General Fund	\$	624,990	\$ 259,900	\$ 259,900	\$ 615,160	\$ 743,200
Utility Fund		78,436	53,400	53,400	95,278	82,400
Bridge Fund		1,810	5,500	5,500	-	6,800
Golf Course Fund		1,404	-	-	-	-
EMS		69,352	191,300	191,300	256,000	100,000
Fiber			5,000	5,000	-	-
Transfer In-GF		3,700	250,000	6,000	6,000	-
Total	\$	779,692	\$ 765,100	\$ 521,100	\$ 972,438	\$ 932,400
<u>EXPENSES</u>						
Personnel	\$	185,358	\$ 243,400	\$ 249,400	\$ 203,195	\$ 245,400
Supplies		6,539	3,600	3,600	1,385	3,600
Vehicle Maintenance		589,369	513,100	441,500	763,958	678,400
Other		-	5,000	5,000	3,900	5,000
Total	\$	781,266	\$ 765,100	\$ 699,500	\$ 972,438	\$ 932,400
Net Revenues Over/(Under) Expenses	\$	(1,574)	\$ -	\$ (178,400)	-	\$ -

CITY OF PHARR, TX
HEALTH INSURANCE CLAIM FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-202	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
REVENUES					
<u>CITY CONTRIBUTIONS</u>					
General Fund	\$ -	\$ 4,509,100	\$ 4,509,100	\$ 4,535,758	\$ 4,926,000
Utility Fund	-	474,300	474,300	474,300	498,100
Bridge Fund	-	177,200	177,200	177,200	186,100
Golf Course Fund	-	125,500	125,500	125,500	131,800
CDBG Fund	-	22,200	22,200	22,200	23,400
EMS	-	1,106,800	1,106,800	616,364	332,100
Fiber	-	210,300	210,300	-	-
Total	<u>\$ -</u>	<u>\$ 6,625,400</u>	<u>\$ 6,625,400</u>	<u>\$ 5,951,322</u>	<u>\$ 6,097,500</u>
<u>COMPONENT UNITS CONTRIBUTIONS</u>					
Greater Pharr Chamber of Commerce	-	22,200	22,200	22,200	22,200
PEDC	-	51,700	51,700	51,700	51,700
	<u>-</u>	<u>73,900</u>	<u>73,900</u>	<u>73,900</u>	<u>73,900</u>
<u>EMPLOYEE CONTRIBUTIONS</u>					
Employee Deductions	-	2,100,300	2,100,300	1,740,200	1,827,300
	<u>-</u>	<u>2,100,300</u>	<u>2,100,300</u>	<u>1,740,200</u>	<u>1,827,300</u>
TOTAL REVENUES	<u><u>-</u></u>	<u><u>8,799,600</u></u>	<u><u>8,799,600</u></u>	<u><u>7,765,422</u></u>	<u><u>7,998,700</u></u>
<u>EXPENSES</u>					
Administrative Costs	-	365,200	1,500,500	1,481,166	1,525,700
Medical Claims	-	5,429,400	3,100,000	2,952,753	3,041,400
Pharmacy Claims	-	1,453,100	1,200,000	1,016,511	1,047,100
Other	-	1,551,900	2,999,100	2,314,992	2,384,500
Total	<u>\$ -</u>	<u>\$ 8,799,600</u>	<u>\$ 8,799,600</u>	<u>\$ 7,765,422</u>	<u>\$ 7,998,700</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Component Units

Blended Component Units: Separate legal entities whose governing body is the same or substantially the same as the City's Commission or the component unit provides services entirely to the City.

Tax Increment Reinvestment Zone No. 1: is a separate entity with its own EIN, whose three of its board members consists of the same members of the City Commission. TIRZ No. 1 was established to provide a financing mechanism to facilitate a high-quality development in the Pharr area.

Tax Increment Reinvestment Zone No. 2: is a separate entity with its own EIN, whose three of its board members consists of the same members of the City Commission. TIRZ No. 1 was established to provide a financing mechanism to facilitate a high-quality development in the Pharr area.

Discretely Component Units: Separate legal entities in which the primary government is financially accountable and is able to impose will on the organization.

Pharr Housing Finance Corporation (PHFC): separate entity created for the purpose of carrying out the purposes of the Texas Housing Finance Corporation Act, Chapter 394.

PHFC-Jackson Place Apartments: is a separate entity created for the purpose of holding liability to construct an apartment complex.

Pharr Economic Development Corporation: is a nonprofit economic development corporation organized for the same purpose as the PEDC 4a but with the legal authority to use sales tax funds for a wider range of projects.

Greater Pharr Chamber of Commerce: is a separate entity with its own EIN, whose board members consists of members of the community of City of Pharr. The Chamber was created on July 2018 under Section 501 (c) 6 for the purpose of promoting tourism and receives contributions directly from City and PEDC.

CITY OF PHARR, TX
 BLENDED COMPONENT UNIT
 TAX INCREMENT REINVESTMENT ZONE #1 FUND
 SUMMARY OF REVENUES AND EXPENSES

ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
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REVENUES

Property Tax	\$	667,998	\$	950,700	\$	950,700	\$	996,600
Other		4,032		-		-		-

Total	\$	672,030	\$	950,700	\$	950,700	\$	996,600
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EXPENSES

Incentives	-	-	-	-	-	-
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Total	\$	-	\$	-	\$	-	\$	-
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Net Revenues Over/(Under) Expenses	\$	672,030	\$	950,700	\$	950,700	\$	996,600
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CITY OF PHARR, TX
 BLENDED COMPONENT UNIT
 TAX INCREMENT REINVESTMENT ZONE #2 FUND
 SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Property Tax	\$ 478,017	\$ 682,600	\$ 682,600	\$ 630,000	\$ 665,300
Other	3,915				
Total	<u>\$ 481,932</u>	<u>\$ 682,600</u>	<u>\$ 682,600</u>	<u>\$ 630,000</u>	<u>\$ 665,300</u>
<u>EXPENSES</u>					
Incentives	-	-	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 481,932</u></u>	<u><u>\$ 682,600</u></u>	<u><u>\$ 682,600</u></u>	<u><u>\$ 630,000</u></u>	<u><u>\$ 665,300</u></u>

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHARR HOUSING FINANCE CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Other	<u>5,501</u>	<u>6,000</u>	<u>6,000</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 5,501</u>	<u>\$ 6,000</u>	<u>\$ 6,000</u>	<u>\$ -</u>	<u>\$ -</u>
<u>EXPENSES</u>					
Professional Fees	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 5,501</u></u>	<u><u>\$ 6,000</u></u>	<u><u>\$ 6,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHFC/JACKSON PLACE APARTMENTS CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Rent Revenue	\$ 2,917,699	\$ 3,083,200	\$ 3,083,200	\$ 3,243,822	\$ 3,263,100
Other	<u>348,061</u>	<u>200,000</u>	<u>200,000</u>	<u>\$ 242,229</u>	<u>242,300</u>
Total	<u>\$ 3,265,760</u>	<u>\$ 3,283,200</u>	<u>\$ 3,283,200</u>	<u>\$ 3,728,280</u>	<u>\$ 3,747,700</u>
<u>EXPENSES</u>					
Personnel Services	359,057	364,500	364,500	419,948	420,000
Maintenance	798,400	79,100	79,100	83,987	84,000
Other Services	-	198,700	198,700	423,900	424,000
Capital Outlay	-	-	-	59,183	59,200
Debt Service	2,254,044	2,250,100	2,250,100	2,250,100	2,250,100
Other	<u>-</u>	<u>390,800</u>	<u>390,800</u>	<u>510,349</u>	<u>510,400</u>
Total	<u>3,411,501</u>	<u>3,283,200</u>	<u>3,283,200</u>	<u>3,747,467</u>	<u>3,747,700</u>
Net Revenues Over/(Under) Expenses	<u>\$ (145,741)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (19,188)</u>	<u>\$ -</u>

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PEDC II FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Sales Tax	\$ 6,504,200	\$ 6,584,200	\$ 6,589,800	\$ 6,986,300	\$ 7,440,500
Interest	64,000	30,000	30,000	97,000	50,000
Debt Proceeds	-	12,000,000	12,000,000	47,000,000	-
Land Sale Proceeds	-	-	-	-	1,198,200
Other	1,303,200	157,200	157,200	115,000	157,200
Total	\$ 7,871,400	\$ 18,771,400	\$ 18,777,000	\$ 54,198,300	\$ 8,845,900
<u>EXPENSES</u>					
Personnel	\$ 749,900	\$ 900,700	\$ 906,300	\$ 773,000	\$ 960,500
Supplies	9,200	23,500	23,500	15,900	23,500
Maintenance	20,300	78,000	78,000	35,000	326,100
Rentals	4,200	7,200	7,200	-	7,200
Other Services	578,000	690,100	690,100	675,700	1,240,100
Vehicle Maintenance	200	1,300	1,300	-	1,300
Debt Service	2,094,400	2,543,400	2,543,400	3,288,500	2,773,000
Capital Outlay	3,304,900	450,000	450,000	30,395,900	13,656,200
Non-Departmental	545,200	916,400	916,400	1,012,600	1,353,400
Transfers Out	1,820,500	13,160,800	13,160,800	1,160,800	2,160,800
Total	\$ 9,126,800	\$ 18,771,400	\$ 18,777,000	\$ 37,357,400	\$ 22,502,100
Net Revenues Over/(Under) Expenses	\$ (1,255,400)	\$ -	\$ -	\$ 16,840,900	\$ (13,656,200) *

*Cash available from Debt Proceeds

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
GREATER PHARR CHAMBER OF COMMERCE
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2020-2021	ORIGINAL BUDGET 2021-2022	AMENDED BUDGET 2021-2022	PROJECTED ACTUAL 2021-2022	PROPOSED BUDGET 2022-2023
<u>REVENUES</u>					
Memberships	\$ 34,800	\$ 30,000	\$ 31,500	\$ 34,700	\$ 57,700
Sponsorships	54,700	51,400	51,400	32,605	52,600
Transfer In	238,500	218,400	222,200	222,200	218,400
Total	\$ 328,000	\$ 299,800	\$ 305,100	\$ 289,505	\$ 328,700
<u>EXPENSES</u>					
Personnel	\$ 146,700	\$ 185,600	\$ 190,900	\$ 135,849	\$ 214,500
Supplies	14,900	54,500	54,500	28,000	54,500
Maintenance	300	3,500	3,500	-	3,500
Rentals	-	1,000	1,000	-	1,000
Other Services	39,100	55,200	55,200	55,319	55,200
Total	\$ 201,000	\$ 299,800	\$ 305,100	\$ 219,168	\$ 328,700
Net Revenues Over/(Under) Expenses	\$ 127,000	\$ -	\$ -	\$ 70,338	\$ -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: Please find attached the City Engineer's Report for the month of September 2022.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Ruben Alfaro

City Management Office

Created/Initiated - 9/2/2022

Approved - 9/2/2022

Final Approval - 9/2/2022



***Report on Capital Improvement Project Activity
September 2022***

City Engineer – Ruben Alfaro, PE
Tuesday, September 06, 2022

 **Pharr** Engineering  **CIP MEETING**

1

Architect: The Warren Group Architects, Inc.
Contractor: Davila Construction, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Dec. 2, 2020
Contract Time: 273
Time to Date: 566 (207.33% stop time)
Contract Amount: \$7,500,000.00
Change Orders: \$0.00
Current Contract: \$7,500,000.00
Placed to Date: \$7,498,986.89 (99.99%)

Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Ln.

Status: Phase I has been accepted by CC at meeting on June 20, 2022. Substantial Completion for Phase II, except amphitheater, was granted June 21, 2022.

Next Step: Project close-out of Phase II is ongoing and is expected to be accepted by City Commission in September 2022.



07-26-2022

Northside Community Center (1/1)

 **Pharr** Engineering  **CONSTRUCTION**

2

Engineer: TEDSI Infrastructure Group, Inc.
 Contractor: International Consulting Engineers
 CM: Brownstone Consultants, LLC
 Notice to Proceed: Sept. 8, 2020
 Contract Time: 545 + 26 (April 02, 2022)
 Time to Date: 692 (121.19%)
 Contract Amount: \$7,463,934.37
 Change Orders: \$550,939.58
 Current Contract: \$8,014,873.96
 Placed to Date: \$7,262,823.90 (90.62%)

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

Status: Change Orders #3 and #4 were approved at the Regular City Commission Meeting on August 15, 2022.

Next Step: The contractor is finishing the last few items and is working towards a revised completion date of October 11, 2022.



08-22-2022

*Bridge Northbound Lane Expansion and
2nd BSIF Exit (1/1)*


Pharr
 Engineering

CONSTRUCTION

3

Engineer: J&R Engineering, LLC
 Contractor: Saenz Brothers Construction, LLC
 CM: City of Pharr
 Notice to Proceed: July 6, 2021 (new)
 Contract Time: 120 (ETC Nov. 03, 2021)
 Time to Date: 427 (355.83%)
 Contract Amount: \$1,494,704.00
 Change Orders: \$0.00
 Current Contract: \$1,494,704.00
 Placed to Date: \$981,604.00 (65.67%)

Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Status: Contractor continues to work on the motor control center (MCC) and has started installing the perimeter fence.

Next Step: Contractor will continue to work within the footprint of the lift station.



09-01-2022

Lift Station No. 30 (1/1)


Pharr
 Engineering

CONSTRUCTION

4

Engineer: City of Pharr
 Contractor: Castle Enterprises, LLC.
 CM: City of Pharr
 Notice to Proceed: June 06, 2022 (new)
 Contract Time: 120 (ETC Oct. 04, 2023)
 Time to Date: 92 (76.67%)
 Contract Amount: \$314,717.70
 Change Orders: \$0.00
 Current Contract: \$314,717.70
 Placed to Date: \$22,572.00 (7.17%)

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

Status: Contractor has completed demolition and excavation.

Next Step: Contractor will continue to work on the treated subgrade.

09-01-2022

N. Fir Ave. Paving Improvements (1/1)


Pharr
 Engineering

CONSTRUCTION

5

WE ARE
TEAM PHARR

DEPARTMENT MISSION STATEMENT

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


Pharr
 Engineering

END

6



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: August 16, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Approval of Minutes for August 15, 2022 Regular Called Meeting. This item supports **SG - Sound Governance and Fiscal Transparency**.

Classification: Consent

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

Issue: Minutes for meeting held on Monday, August 15, 2022 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 8/16/2022
Final Approval - 9/2/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, AUGUST 15, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 1, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Mayor Pro Tem Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Ramiro Caballero

STAFF PRESENT: Andy Harvey, City Manager/Police Chief
Edward Wylie, Deputy City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Juan Villescas, Municipal Judge
Joel Robles, Asst. Fire Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Enforcement Director
Kimberly Mendoza, Dev. Svcs. Director
Rodrigo Davila, Public Works Director
Melanie Cano, Director of O.S.E.
Oscar De Leon, Asst. Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Fred Brouwen, Dir. of Operations
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Yuri Gonzalez, Chief Comms. Officer
Marcela Beas, Chamber President
Sara Salinas, Asst. P.S. Comms. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
August 15, 2022

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

Comm. Guajardo **moved** to excuse absent member. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Adolfo Garcia, Library Director, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no public comments.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Andy Harvey, City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR AUGUST 2022

Andy Harvey, City Manager, stated the Karla Saavedra, Finance Director, was in the audience and questions could be entertained at this time.

Mayor Hernandez asked about the decrease. Karla Saavedra, Finance Director, briefly explained sales tax for the month of August 2022 showed a decrease of - 6.69% month to month compared to last. She stated the reason for the decrease was only due to a one-time payment of \$356,351 received in August 2021; therefore, the comparison seemed negative. She further stated if the August 2021 payment was deducted and compared to August 2022, there was a true growth increase of 7.07%.

At this time, Andy Harvey, City Manager, recognized Irma Elizondo from Irma's Sweet Shoppe.

Mayor Hernandez congratulated Ms. Elizondo for her successful business and for being a staple in the community over the past 40 years. He stated he had many memories and wished her well. Comm. Carrillo and Comm. Medina echoed Mayor Hernandez's comments. Ms. Elizondo thanked the City of Pharr for the recognition.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR AUGUST 1, 2022 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING THE DEPARTMENT OF BUILDING AND CODE COMPLIANCE (2ND READING) (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO APPLY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) (POLICE)**
- D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT TO USE THE PHARR MEMORIAL LIBRARY AS A POLLING LOCATION FOR THE UPCOMING 2022 GENERAL ELECTIONS (ADMINISTRATION)**
- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS (RFP) FOR EXTERNAL AUDITING SERVICES FOR THE CITY OF PHARR AND COMPONENT UNITS (FINANCE)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

1. ESPI LOGISTICS, LLC., OWNER, REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 4, JOHNSTONE SUPPLY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 921 WEST SHARM DRIVE COZ#220737 (DEVELOPMENT SERVICES)

2. HALFF ASSOCIATES, INC., REPRESENTING CAPOTE FARMS, LTD., OWNER, REQUESTED A CHANGE OF ZONE FROM LIMITED INDUSTRIAL DISTRICT (L-I) TO HEAVY INDUSTRIAL DISTRICT (H-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 19.522 ACRES, MORE OR LESS, OUT OF LOTS 3 & 4, BLOCK 1, RE-SUBDIVISION OF CLOSNER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 11000 BLOCK OF SOUTH VETERANS BOULEVARD COZ#220738 (DEVELOPMENT SERVICES)

G) PLATS:

1. SALINAS ENGINEERING & ASSOCIATES, REPRESENTING ROBERTO AND NYDIA CAVAZOS, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED TROPICAL SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.51 ACRE TRACT OF LAND, MORE OR LESS OUT OF AND FORMING A PART OF LOT 4, BELL DEVELOPMENT "E" SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT THE 1900 BLOCK OF NORTH VETERANS BLVD. ("I" ROAD) SUB#201236 (DEVELOPMENT SERVICES)

MINUTES: REGULAR CALLED MEETING

August 15, 2022

2. MELDEN & HUNT INC., REPRESENTING, STEVE LOLLIS, MANAGER AND SOLE MEMBER, FOR TGO DAHLIA 21, LP, A TEXAS LIMITED PARTNERSHIP, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED DAHLIA VILLAS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RESUBDIVISION OF 4.538 ACRES OUT OF LOT 187 KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 400 BLOCK OF WEST SAM HOUSTON AVE. SUB#220203 (DEVELOPMENT SERVICES)

Andy Harvey, City Manager, introduced the item.

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

Resolution No. R-2022-29 and Ordinance Nos. O-2022-30 and O-2022-31 are filed with the City Clerk's office.

At this time, Mayor Hernandez, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 11. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:10 p.m., Mayor Hernandez 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 5:14 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS:

- A) CONSIDERATION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2022-16 MUNICIPAL FIBER OPTIC FEE SCHEDULE (1ST READING) (ADMINISTRATION)**

Andy Harvey, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING ONE (1) MEMBER TO THE BRIDGE BOARD (TABLED)

Andy Harvey, City Manager, introduced the item.

Comm. Carrillo moved to table item. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) REGULAR MEMBER AND ONE (1) EX-OFFICIO MEMBER TO THE PHARR MEMORIAL LIBRARY BOARD (LIBRARY)

Andy Harvey, City Manager, introduced the item. He briefly stated current board members Aida Escobar and Comm. Eleazar Guajardo wished to continue serving and recommended approval.

Comm. Chavez moved to reappoint Aida Escobar as Regular Member and Comm. Eleazar Guajardo as Ex-officio member to the Pharr Memorial Library Board. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2022-30 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE CITY OF PHARR ONE-YEAR ACTION PLAN PROGRAM YEAR 2022 TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (GMCD)

Andy Harvey, City Manager, introduced the item.

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

Resolution No. R-2022-31 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS (PEDC II)

Andy Harvey, City Manager, introduced the item.

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

ITEM 7. ADMINISTRATIVE

MINUTES: REGULAR CALLED MEETING

August 15, 2022

A) DISCUSSION AND ACTION FOR VOTE ON PROPOSED TAX RATE INCREASE AND SCHEDULE PUBLIC HEARING (FINANCE)

Andy Harvey, City Manager, introduced the item.

Karla Saavedra, Finance Director, briefly reviewed the proposed tax rate and explained the City of Pharr was not proposing to increase property taxes. She stated as per state law, only one public hearing was required. She further stated the proposed tax rate was \$0.7176 and it could be adopted after the public hearing scheduled for September 6, 2022 at 4:00 p.m. at City Commissioners Room.

There being no discussion, a Roll Call vote was requested:

ROLL CALL VOTE:

AYES: Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Bobby Carrillo, Comm. Daniel Chavez, Comm. Ricardo Medina, and Comm. Itza Flores.

ABSENT: Comm. Ramiro Caballero

B) SUBMISSION OF CERTIFIED TOTALS FOR TAX ASSESSED VALUES 2022 FOR FISCAL YEAR 2022-2023 (FINANCE)

Andy Harvey, City Manager, introduced the item.

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

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF CHRISTMAS DECORATIONS FOR THE PHARR INTERNATIONAL BRIDGE FROM ARNETT MARKETING, LLC OUT OF SAN ANTONIO, TEXAS THROUGH BUYBOARD #643-21 IN THE AMOUNT OF \$147,475.28 (BRIDGE)

Andy Harvey, City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 IN THE AMOUNT OF \$28,143.30, FINAL PAYMENT AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$85,751.55 AND ACCEPTANCE OF THE CITY OF

**PHARR AQUATIC FACILITY MONUMENT SIGNAGE AS COMPLETE
(ENGINEERING)**

Andy Harvey, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 3 IN THE AMOUNT OF \$ 29,080.12 AND AN ADDITIONAL 112 WORKING DAYS TO THE CONSTRUCTION CONTRACT WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FOR THE DONATIONS ACCEPTANCE PROGRAM (DAP) FISCAL YEAR 2015 PROJECTS (ENGINEERING)

Andy Harvey, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 4 IN THE AMOUNT OF \$252,929.44 AND AN ADDITIONAL 223 WORKING DAYS TO THE CONSTRUCTION CONTRACT WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FOR THE DONATIONS ACCEPTANCE PROGRAM (DAP) FISCAL YEAR 2015 PROJECT (ENGINEERING)

Andy Harvey, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

D) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES FOR THE PHARR MEMORIAL LIBRARY (LIBRARY)

Andy Harvey, City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND SOUTH TEXAS COLLEGE FOR CONTINUING EDUCATION UNITS FOR FIREFIGHTER RELATED TRAINING (FIRE)

Andy Harvey, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
August 15, 2022

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

F) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND SOUTH TEXAS COLLEGE FOR CONTINUING EDUCATION UNITS FOR EMERGENCY MEDICAL SERVICES TRAINING (EMERGENCY MEDICAL SERVICES)

Andy Harvey, City Manager, introduced the item.

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

ITEM 10. LEGAL

A) CONSULTATION WITH CITY ATTORNEY AND ACTION, IF ANY, ON ANY OR ALL EMERGENCY MEDICAL SERVICE-BASED CONTRACTS (ADMINISTRATION)

Andy Harvey, City Manager, introduced the item.

Comm. Guajardo **moved** approve as discussed in closed session. Comm. Carrillo 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. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:20 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 15th DAY OF AUGUST 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY**

MINUTES: REGULAR CALLED MEETING

August 15, 2022

CLERK, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: August 16, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Ordinance creating the Department of Building and Code Compliance (*3rd & Final Reading*). This item supports **QL - Quality of Life**.

Classification: Consent

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

Issue: Creating a new dept

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: not create dept

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 8/16/2022

Approved - 8/17/2022

Approved - 9/1/2022

Final Approval - 9/2/2022

ORDINANCE NO: O-2022-__

AN ORDINANCE ESTABLISHING AND CREATING THE DEPARTMENT OF BUILDING AND CODE COMPLIANCE; DUTIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED.

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

SECTION 2: AUTHORIZATION.

As matters related to procurement practices, public safety, and welfare of the residents of the City of Pharr, the Department of Building and Code Compliance shall be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as allowed by law.

SECTION 3: CREATION AND DUTIES OF DEPARTMENT OF CODE COMPLIANCE.

- (A) The Department of Building and Code Compliance is hereby created.
- (B) The creation of the following positions is authorized:
 - 1. Director of Building and Code Compliance as a full-time exempt position; and
 - 2. Other positions may be authorized by the Board of Commissioners as the need arises thru the budget process.
- (C) The department shall provide:
 - 1. International Family of codes interpretation, permits review and issuance.
 - 2. Code Compliance services.
 - 3. Public Health Services.

All services will be more fully defined by departmental policy, state laws and regulations, and city management.

SECTION 4: CUMULATIVE.

This Ordinance shall be cumulative of all other ordinances dealing with the same

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

SECTION 5: SEVERABILITY CLAUSE.

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

SECTION 6: EFFECTIVE DATE; PUBLICATION.

This Ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than three (3) readings of the ordinance in accordance with the Pharr City Charter.

This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 7: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of August, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of August, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of August, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: September 1, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2022-16 Municipal Fiber Optic Fee Schedule (*2nd Reading*). This item supports **SG - Sound Governance and Fiscal Transparency**.

Classification: Regular

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

Issue: The fees may need to be updated

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: deny request

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 9/1/2022
Approved - 9/1/2022
Approved - 9/1/2022
Final Approval - 9/2/2022

ORDINANCE NO. O-2022-XX

AN ORDINANCE AMENDING ORDINANCE O-2022-16 AMENDING THE MUNICIPAL FIBER OPTIC SERVICE FEE SCHEDULE, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Pharr desire to provide reliable, high-speed internet to the residents and businesses of Pharr, for the benefit and growth of economic and community goals; and

WHEREAS, the Board of Commissioners find that providing fiber-optic services will provide reliable, high-speed internet serves a public purpose; and

WHEREAS, the Board of Commissioners has approved a municipally owned fiber-optic broadband network to provide fast and reliable internet service to residential and commercial customers; and

WHEREAS, a community survey was conducted for residents and businesses to determine the appropriate monthly service rates; and

WHEREAS, home-ruled cities may take actions authorized by the City charter and not specifically prohibited or preempted by the Texas Constitution, state, or federal law; and

WHEREAS, Cities may regulate a range of local services to promote the general welfare of the City's residents; and

WHEREAS, the City, as a home-rule municipality, can provide a service and charge a user fee for its use; and

WHEREAS, the Board of Commissioners seeks to establish user fees for the cost of providing the services; and

WHEREAS, the City has adopted a schedule of fees, charges, expenses and a collection procedure for municipal fiber optic services and other such matters pertaining to this ordinance; and

WHEREAS, all existing and prior ordinances are hereby amended and reinstated to read as follows:

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

SECTION 1: Ordinance No. 2022-16 is hereby adopted.

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

Residential	Speed (Mbps)	Monthly Rate
Blue Plan	500	\$25.00
Gold Plan	1,000	\$50.00

2. **Small Business Commercial Monthly Rates** – shall apply to small and medium sized businesses requiring a wireless modem.

Small Business	Speed (Mbps)	Monthly Rate
Silver Gold Plan	200 300	\$100.00 \$70.00
Gold Plan	500	\$100.00

3. **Enterprise Commercial Monthly Rates** – shall apply to businesses that require dedicated fiber connection.

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	200 300	\$250.00 \$500.00
Blue Plan	600 500	\$350.00 \$1000.00
Gold Plan	1,000	\$500.00 \$1,500.00

B. FIRST MONTH SERVICE FEE

A payment for first month of service shall be made for residential, small business, and enterprise commercial connections to the city's broadband internet services prior to getting connected.

C. MISCELLANEOUS FEES

Type	Fee
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Upgraded Wireless Access Point	\$5.00/month
Wireless Mesh Device	\$5.00/device/month
<u>Equipment Fees if not returned</u>	
UPS battery backup	\$65.00
Fiber ONT	\$120.00
Standard Wifi Access Point	\$100.00
Upgraded Wifi Access Point	\$165.00

<u>Static IP Addresses</u>	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

(*Note) – Standard modem is included at no charge.

SECTION 3: REPEALING CLAUSE.

All ordinances or parts of ordinances or conflict with this ordinance are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 5: EFFECTIVE DATE; PUBLICATION.

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas.

Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 6: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of August 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of September, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of September, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals (RFP) for Marketing Services for the TeamPharr.net project. This item supports **IF - Infrastructure**.

Classification: Consent

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

Issue: professional marketing services for TeamPharr.net project
(Project# 2122-01-510-S022-350)

Fiscal Consideration: TBD

Staff Recommendation: Advertise to Request for Proposals

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 8/31/2022
Approved - 8/31/2022
Approved - 8/31/2022
Approved - 9/1/2022
Approved - 9/1/2022
Final Approval - 9/2/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED:

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Development Services Cases:
The items below support **EV - Economic Vitality**.

Classification: Public Hearing

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

Issue: not applicable

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.1.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Rudy's Texas Bar-B-Q, L.L.C./Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being Lot 1, Los Hoteles Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 209 West Nolana Loop. CUP#040644

Classification: Public Hearing

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

Issue: Rudy's Texas Bar-B-Q, L.L.C./Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). CUP#040644

Fiscal Consideration: n/a

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

Alternatives: n/a

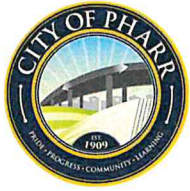
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

September 6, 2022

Conditional Use Permit **Renewal** for ABC –

Rudy's Country Store Bar-B-Q

Background:

Rudy's Texas Bar-B-Q / Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 18th renewal for Rudy's Country Store Bar-B-Q.

The property is located at 209 West Nolana Loop. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_RUDY'S TEXAS BAR-B-Q LLC dba RUDY'S COUNTRY STORE BAR-B-Q_2004



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022
TO: MAYOR AND CITY COMMISSION
THROUGH: ANDY HARVEY, CITY MANAGER
FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#040644 (RUDY'S COUNTRY STORE BAR-B-Q)
--

GENERAL INFORMATION:

APPLICANT: Rudy's Texas Bar-B-Q, L.L.C./Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

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

LOCATION: The property's physical address is 209 West Nolana Loop.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent property is zoned General Business District (C) and Limited Industrial District (L-I) to the north, Limited Industrial District (L-I) to the south, east and west. The area is generally designated for industrial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

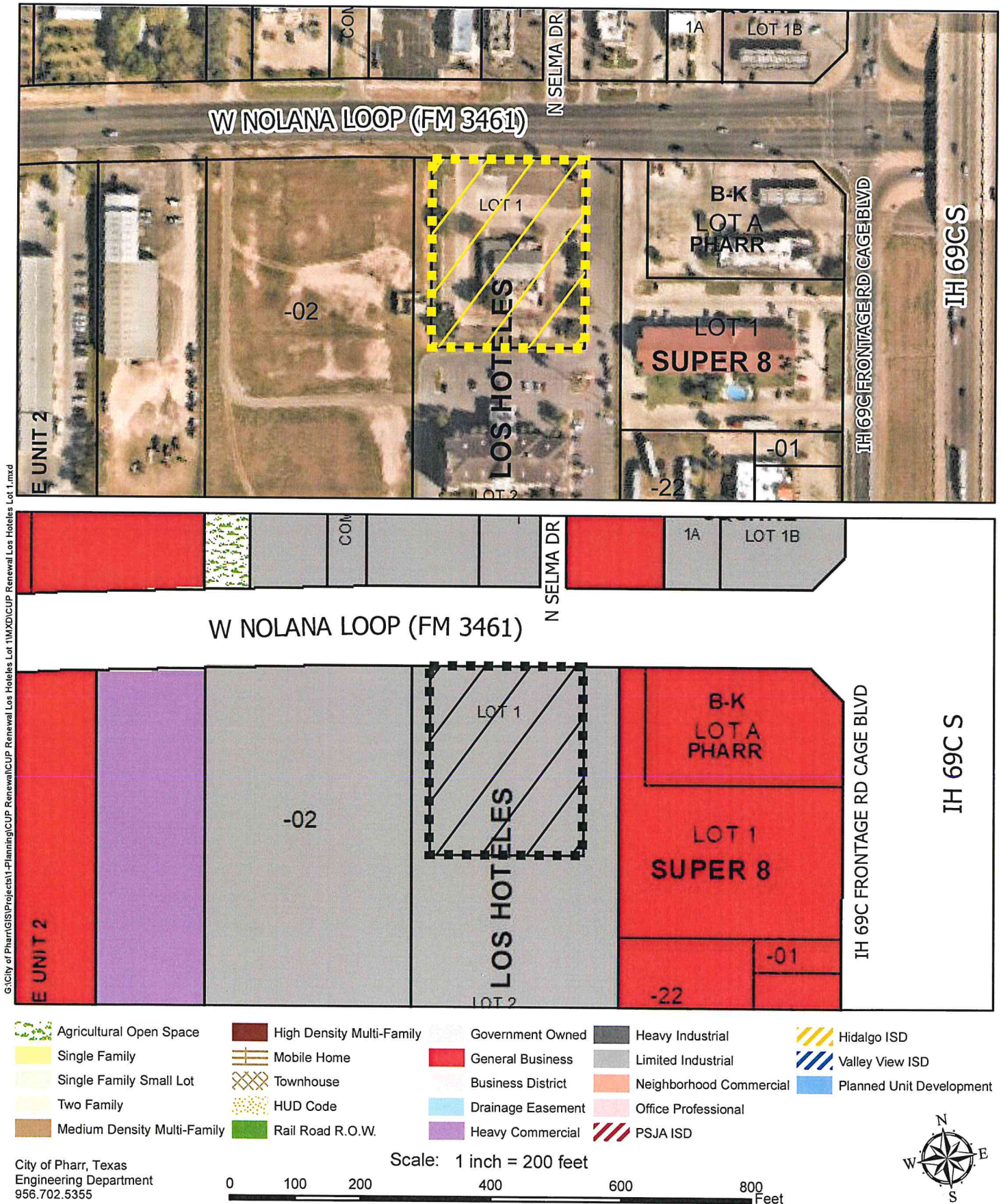
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.2.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Erika of Texas, Inc., has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in a Limited Industrial District (L-I). The property is legally described as being 0.00048 acres, out of Lot 2, Pharr Bridge Business Park Phase 3 Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 900 West Zaragosa Drive. CUP#220843

Classification: Regular

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

Issue: Erika of Texas, Inc., has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in a Limited Industrial District (L-I).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending **approval** of the request for Life-of-the-Use Conditional Use Permit to allow a new telecommunications tower in a Limited Industrial District (L-I). If approved, this item must comply with the listed conditions.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022
TO: MAYOR AND CITY COMMISSION
FROM: DEVELOPMENT SERVICES
THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW TELECOMMUNICATIONS TOWER – FILE NO. CUP#220843 (ERIKA OF TEXAS, INC.) 900 WEST ZARAGOSA DRIVE
--

GENERAL INFORMATION:

APPLICANT: Erika of Texas, Inc., has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new 60 ft. telecommunications tower in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as being 0.00048 acres, out of Lot 2, Pharr Bridge Business Park Phase 3 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 900 West Zaragosa Drive.

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to all directions. This area is generally designated for Industrial use in the Land Use Plan.

COMMENTS:	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
	CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
	PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Four (4) letters were mailed to the surrounding property owners within a two hundred (200) foot radius on August 5, 2022, and a legal notice was published in the Advance News Journal on August 3, 2022. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

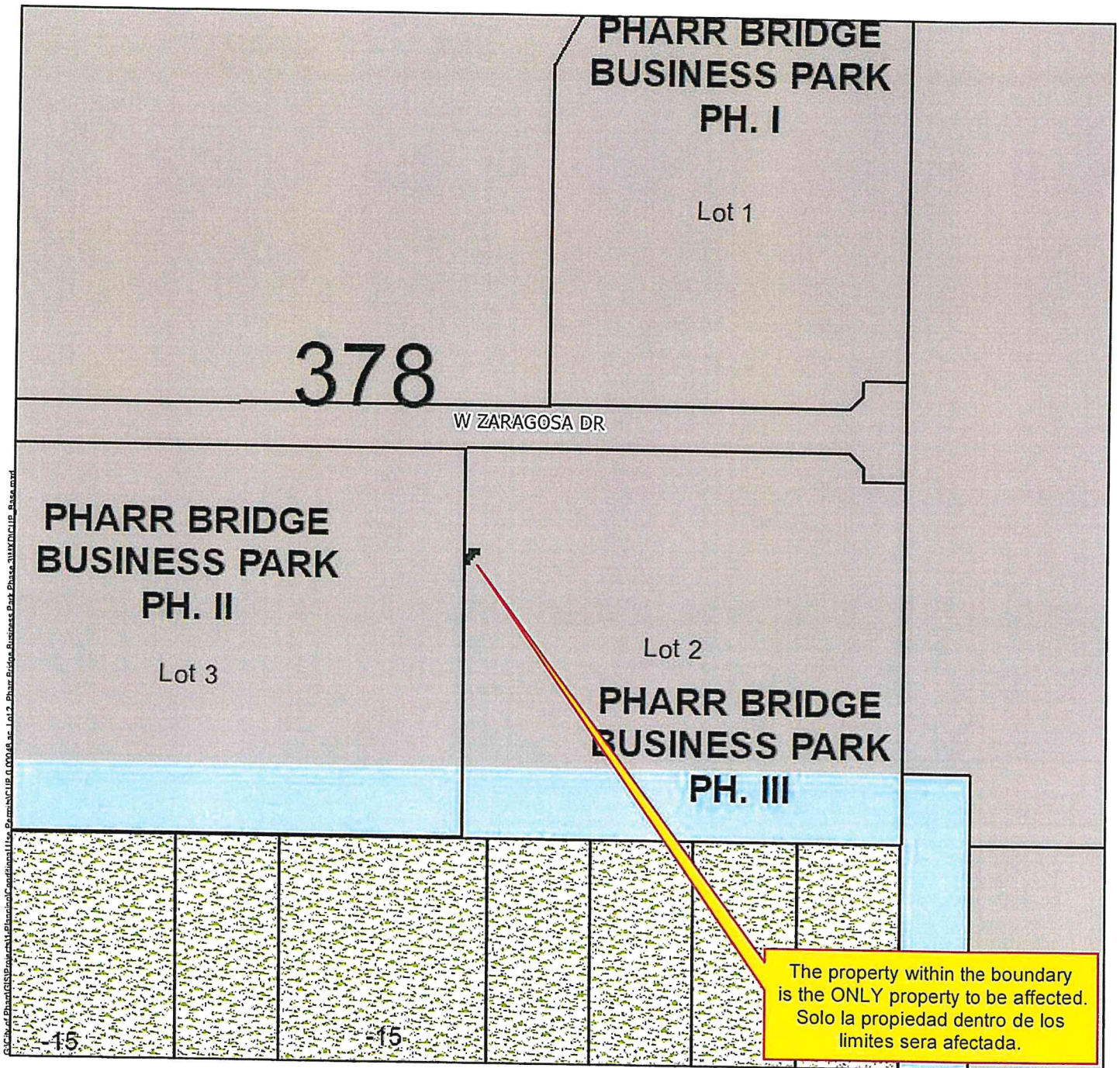
Development Services is recommending **approval** of the request for Life-of-the-Use Conditional Use Permit to allow a new telecommunications tower in a Limited Industrial District (L-I). If approved, this item must comply with the following conditions:

1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. Applicant will be required to comply with the City of Pharr landscaping and screening/buffering requirements.
5. The telecommunication tower must continue to comply with all setback and height requirements.
6. Any substantial change on the existing tower the applicant must apply for a Section 6409(A) Permit to allow an eligible facilities request to add, remove, modify or replace telecommunication equipment on an existing tower
 - a. If applied for a Section 6409 (A) applicant is to meet all requirements set on Ordinance O-2017-49.
7. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
8. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
 - Any change in use or change in extent of use, area or location being used.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING
COMMISSION:**

At the Planning and Zoning Commission meeting of August 22, 2022, the Board voted unanimously to approve the request for a Life of the Use Conditional Use Permit to allow a new 60 ft. telecommunications tower on the subject property in a Limited Industrial District (L-I) subject to staff recommendations. There were five members present and voting.

Proposed Conditional Use Permit
 0.00048 acres, out of Lot 2, Pharr Bridge Business Park Phase 3
 Erika of Texas, Inc

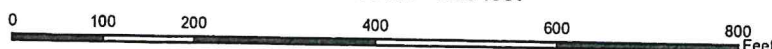


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

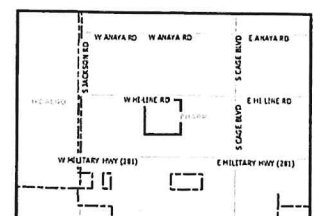
City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 8/11/2022

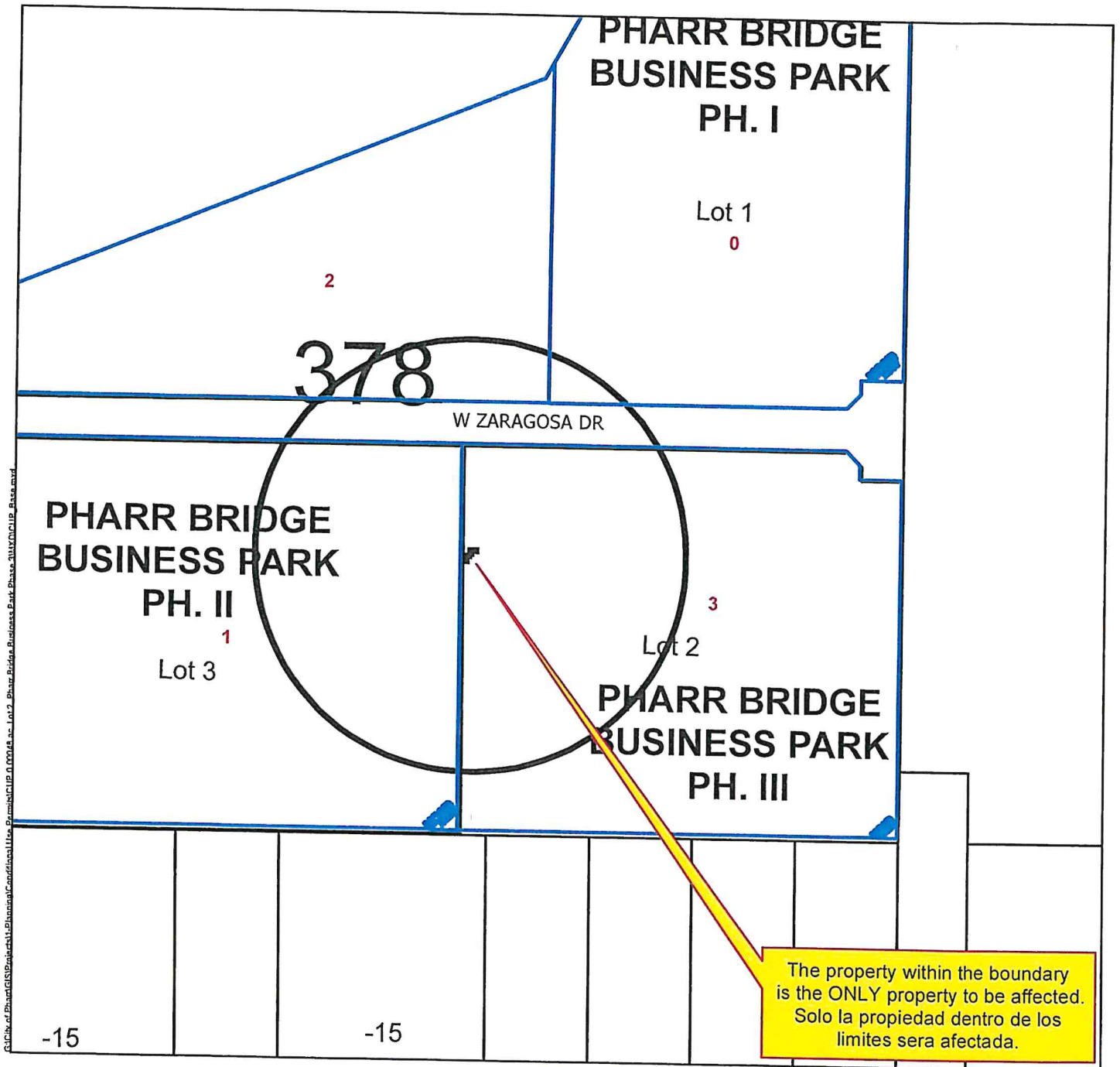
Scale: 1 inch = 200 feet



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



Proposed Conditional Use Permit
0.00048 acres, out of Lot 2, Pharr Bridge Business Park Phase 3
Erika of Texas, Inc

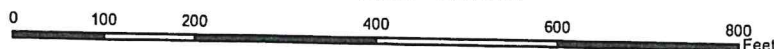


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

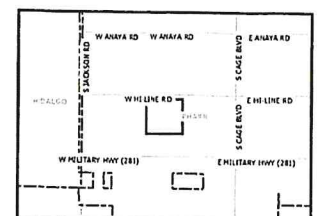
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/11/2022

Scale: 1 inch = 200 feet



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





Celeris Group, Inc.
11111 N. Loop West
Suite 1000
Houston, Texas 77040
Tel: 281.419.1111
Fax: 281.419.1112
www.celerisgroup.com

Engineer
Celeris Group, Inc.
11111 N. Loop West
Suite 1000
Houston, Texas 77040
Tel: 281.419.1111
Fax: 281.419.1112
www.celerisgroup.com



No.	Description	Unit	Quantity
1	Site Preparation	Sq. Ft.	10,000
2	Site Grading	Sq. Ft.	10,000
3	Site Erosion Control	Sq. Ft.	10,000
4	Site Fencing	Sq. Ft.	10,000
5	Site Lighting	Sq. Ft.	10,000
6	Site Security	Sq. Ft.	10,000
7	Site Access	Sq. Ft.	10,000
8	Site Drainage	Sq. Ft.	10,000
9	Site Foundation	Sq. Ft.	10,000
10	Site Structure	Sq. Ft.	10,000
11	Site Interior	Sq. Ft.	10,000
12	Site Exterior	Sq. Ft.	10,000
13	Site Landscaping	Sq. Ft.	10,000
14	Site Hardscaping	Sq. Ft.	10,000
15	Site Softscaping	Sq. Ft.	10,000
16	Site Signage	Sq. Ft.	10,000
17	Site Security	Sq. Ft.	10,000
18	Site Access	Sq. Ft.	10,000
19	Site Drainage	Sq. Ft.	10,000
20	Site Foundation	Sq. Ft.	10,000
21	Site Structure	Sq. Ft.	10,000
22	Site Interior	Sq. Ft.	10,000
23	Site Exterior	Sq. Ft.	10,000
24	Site Landscaping	Sq. Ft.	10,000
25	Site Hardscaping	Sq. Ft.	10,000
26	Site Softscaping	Sq. Ft.	10,000
27	Site Signage	Sq. Ft.	10,000
28	Site Security	Sq. Ft.	10,000
29	Site Access	Sq. Ft.	10,000
30	Site Drainage	Sq. Ft.	10,000
31	Site Foundation	Sq. Ft.	10,000
32	Site Structure	Sq. Ft.	10,000
33	Site Interior	Sq. Ft.	10,000
34	Site Exterior	Sq. Ft.	10,000
35	Site Landscaping	Sq. Ft.	10,000
36	Site Hardscaping	Sq. Ft.	10,000
37	Site Softscaping	Sq. Ft.	10,000
38	Site Signage	Sq. Ft.	10,000
39	Site Security	Sq. Ft.	10,000
40	Site Access	Sq. Ft.	10,000
41	Site Drainage	Sq. Ft.	10,000
42	Site Foundation	Sq. Ft.	10,000
43	Site Structure	Sq. Ft.	10,000
44	Site Interior	Sq. Ft.	10,000
45	Site Exterior	Sq. Ft.	10,000
46	Site Landscaping	Sq. Ft.	10,000
47	Site Hardscaping	Sq. Ft.	10,000
48	Site Softscaping	Sq. Ft.	10,000
49	Site Signage	Sq. Ft.	10,000
50	Site Security	Sq. Ft.	10,000

ERIKA OF TEXAS, INC.

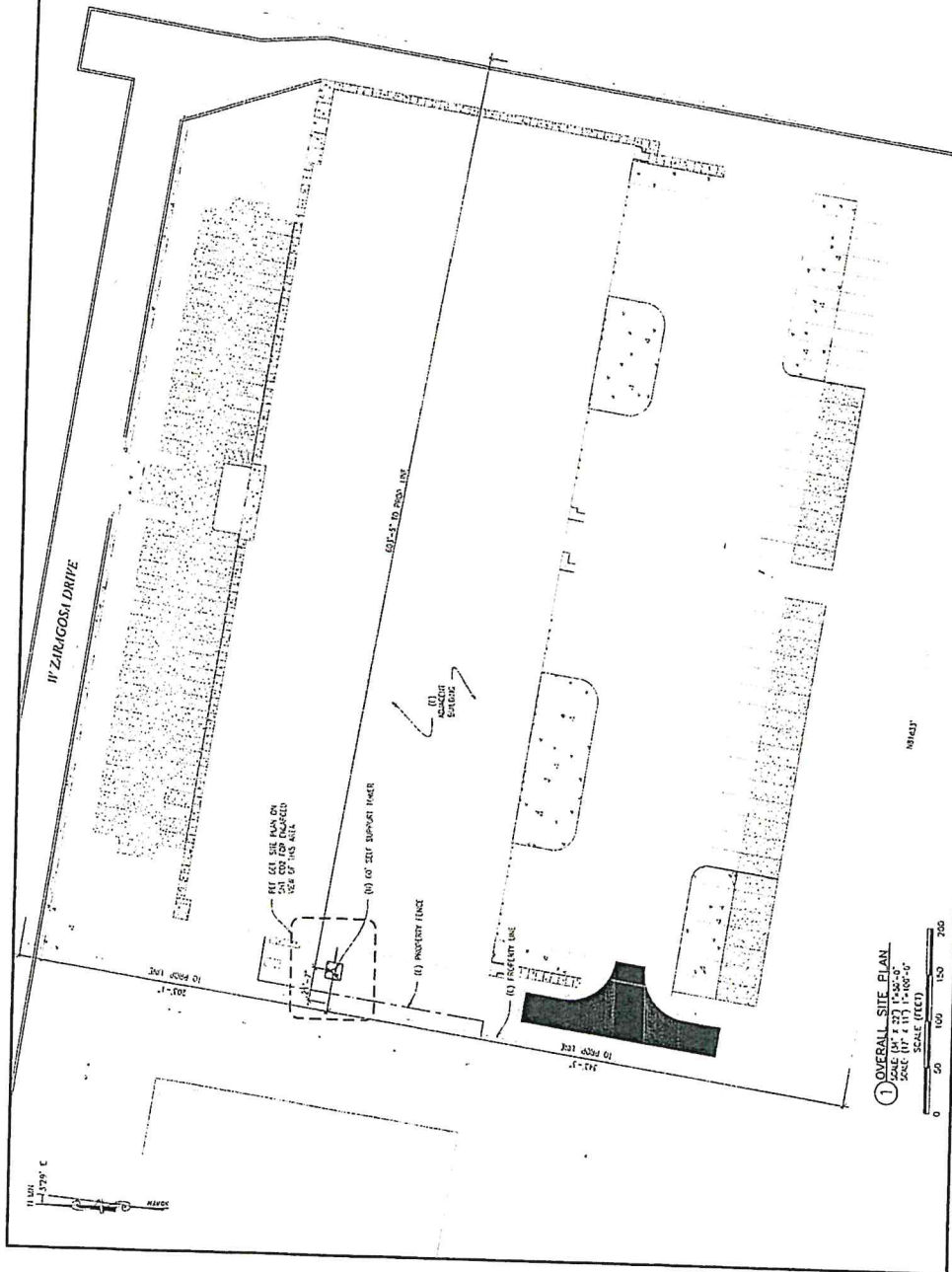
SITE NAME
PHARR, TEXAS

OVERALL SITE PLAN

Project No.	22-10115
Client	ERIKA OF TEXAS, INC.
Design	05/24/2022
Drawn By	10/11/22
Checked By	10/11/22

C01

Sheet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.3.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525

Classification: Public Hearing

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

Issue: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#140525**

Fiscal Consideration: n/a

Staff Recommendation:

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

September 6, 2022

Conditional Use Permit **Renewal** for ABC –

100% Antojitos Mexicanos

Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for 100% Antojitos Mexicanos.

The property is located at 1201 South Jackson Road, Suite 9. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC-_100% ANTOJITOS MEXICANOS_J MENDEZ_2014



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#140525 (100% ANTOJITOS MEXICANOS)
--

GENERAL INFORMATION:

APPLICANT: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 9.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, and east, and Pharr City Limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION:

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

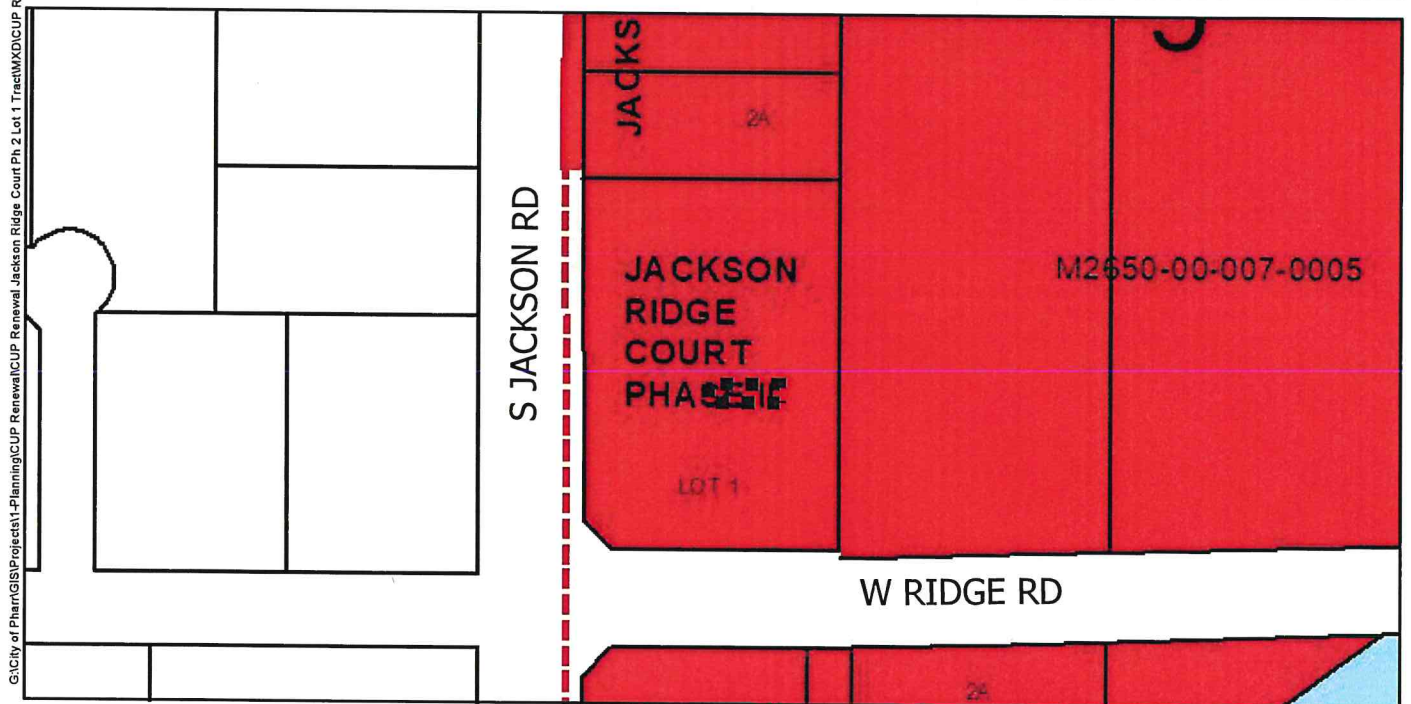
PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS**

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

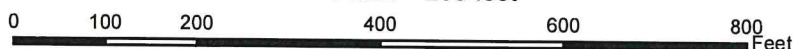
Conditional Use Permit Renewal
 Jackson Ridge Court Ph 2 .04 Ac of Lot 1
 100% Antojitos Mexicanos / Jose Ruben Mendez



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 200 feet



Date: 6/28/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.4.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. CUP#190641

Classification: Regular

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

Issue: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#190641**

Fiscal Consideration: n/a

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

Alternatives: n/a

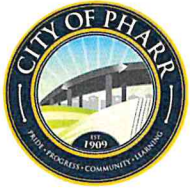
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

September 6, 2022

Conditional Use Permit **Renewal** for ABC –

Sepi's

Background:

Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Sepi's.

The property is located at 212 West State Street. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022
TO: MAYOR AND CITY COMMISSION
THROUGH: ANDY HARVEY, CITY MANAGER
FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#190641 (SEPI'S)

GENERAL INFORMATION:

APPLICANT: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 212 West State Street.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north, east and west and General Business District (C) to the south. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

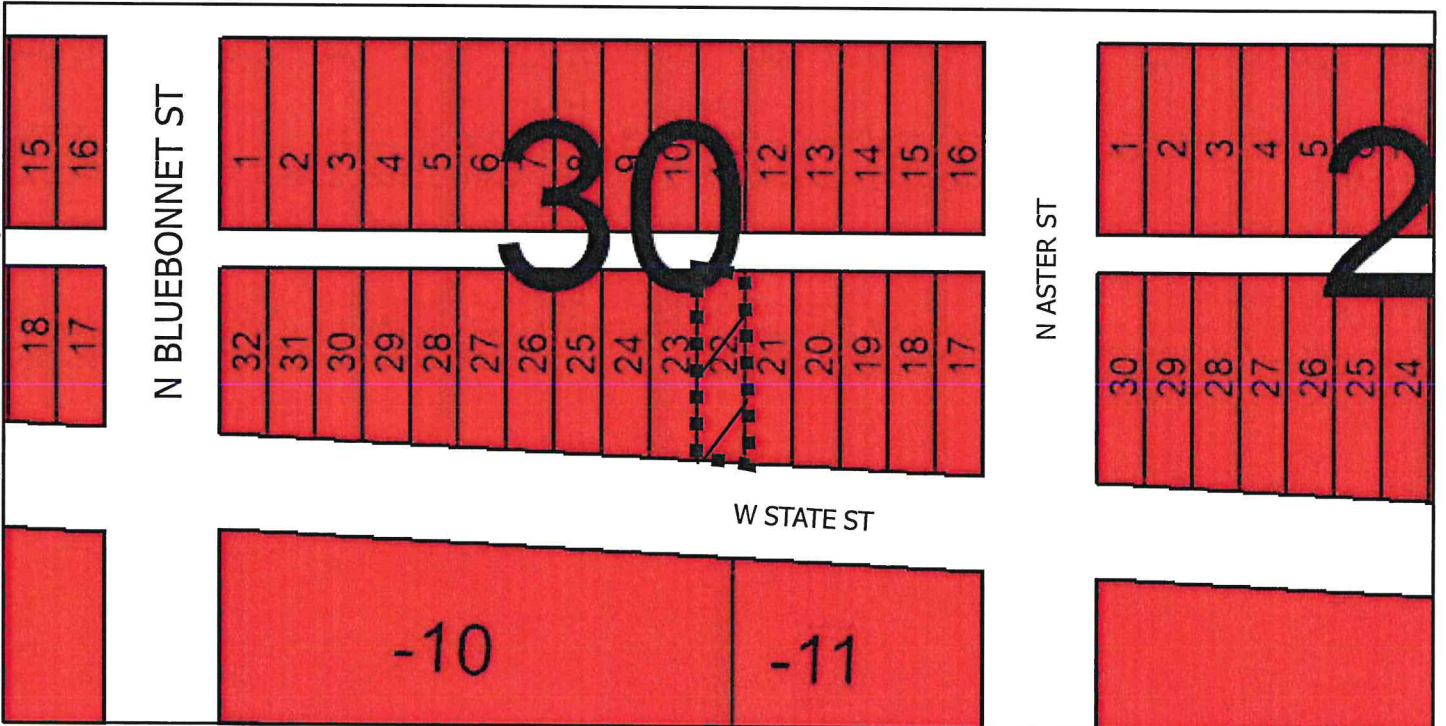
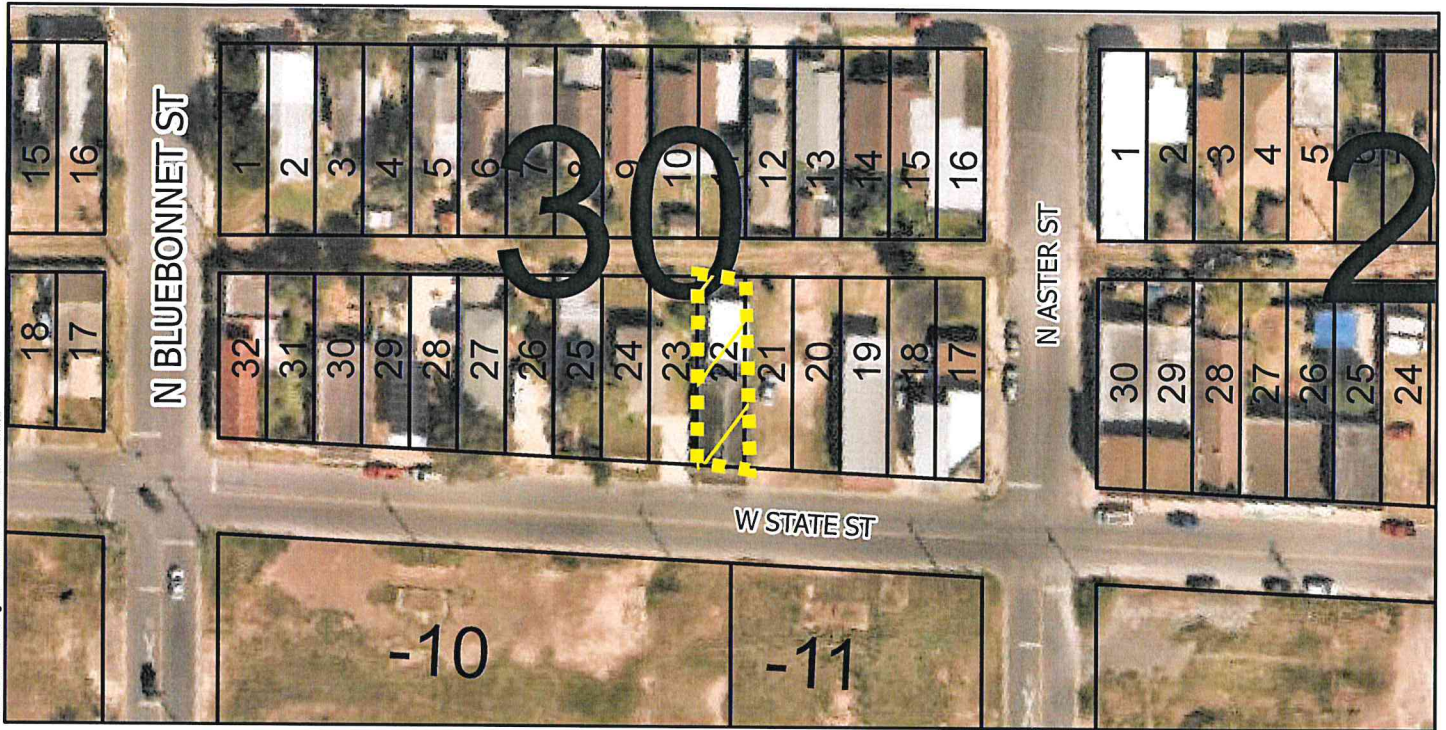
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
Pharr Original Townsite Lot 22 BLK 30
Carlos R. Elizondo



G:\City of Pharr\GIS\Projects\11-Planning\CUP Renewal\CUP Renewal Pharr Original Townsite Lot 20-22 BLK 30\MXD\CUP Renewal Pharr Original Townsite Lot 22 BLK 30.mxd



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 8/30/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.5.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single Family Residential District (R-1). The property is legally described as being 0.30 acres, more or less, out of Lot 233, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1207 West Hall Acres Road. COZ#220741

Classification: Public Hearing

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

Issue: City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single Family Residential District (R-1).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Single Family Residential District (R-1). The property is legally described as being 0.30 acres, more or less, out of Lot 233, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1207 West Hall Acres Road.
--

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:

City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Single Family Residential District (R-1) in order to develop and construct a single-family residence.



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: September 6, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220741

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: July 22, 2022

1. Applicant: City of Pharr, for the betterment of the city.
2. Requested Action: Re-zoning request from General Business District (C) to Single Family Residential District (R-1).
3. Nature / Intent of Request: In order to develop and construct a single-family residence.

4. Routing to Staff:

A. Kimberly Mendoza,
Director

Km
Initials

8/30/22
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations

Am
Initials

8/30/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

08/22/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial

The subject site is located on the south side of West Hall Acres Road and has a physical address of 1207 West Hall Acres Road. The property is legally described as being 0.30 acres out of Lot 233, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Hall Acres Road, an 80' major collector, 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 General Business District (C). The properties to the east, south, and west were zoned to Residential Single-Family District (R-1) and the subject property and property to the north were zoned to General Business District (C) on February 21, 1995. There have been no other zoning requests within the general vicinity since that time. The property is generally designated for single family use in the Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. 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.

Eighteen (18) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 5, 2022, and a legal notice was published in the Advance News Journal on August 3, 2022. Staff received no response to the letters or the legal notice.

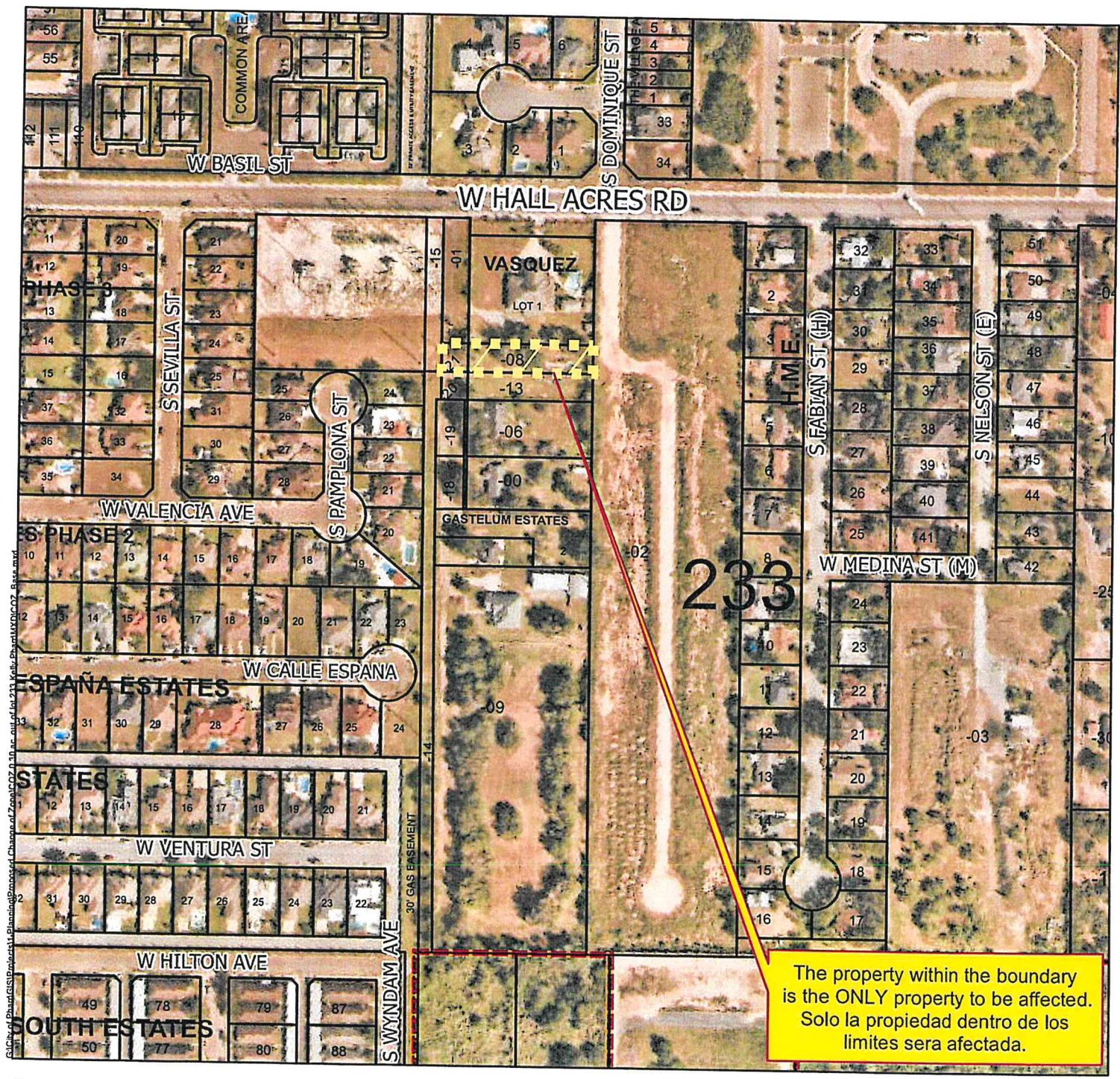
Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

NOTE: At the Planning and Zoning Commission meeting of August 22, 2022, the Board voted unanimously to recommend approval of the rezoning from General Business District (C) to Single Family Residential District (R-1) subject to the staff's recommendation. There were five 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.**

Proposed Change of Zone
0.30 ac, out of lot 233, Kelly Pharr
City of Pharr

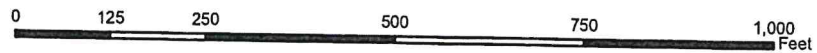


The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

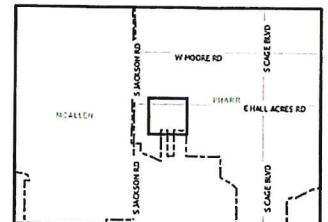
- | | | |
|---------------------------------------|-------------------|--------------------------|
| Zoning | XXX Townhouse | Heavy Industrial |
| ZONE | HUD Code | Limited Industrial |
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office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

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 7/5/2022

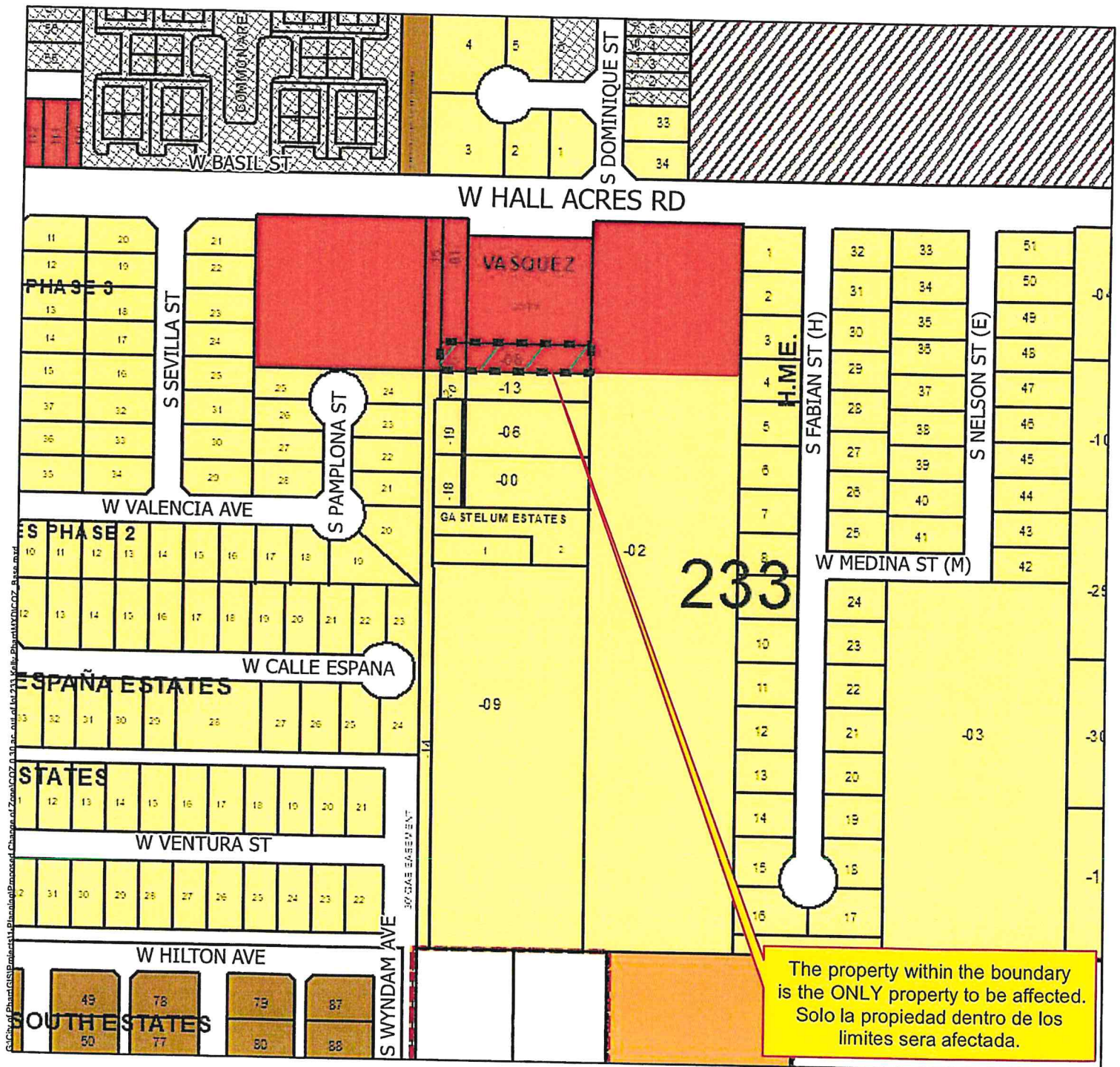
Scale: 1 inch = 250 feet



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



Proposed Change of Zone
0.30 ac, out of lot 233, Kelly Pharr
City of Pharr



Zoning

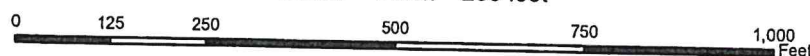
ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

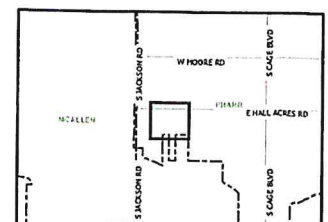
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

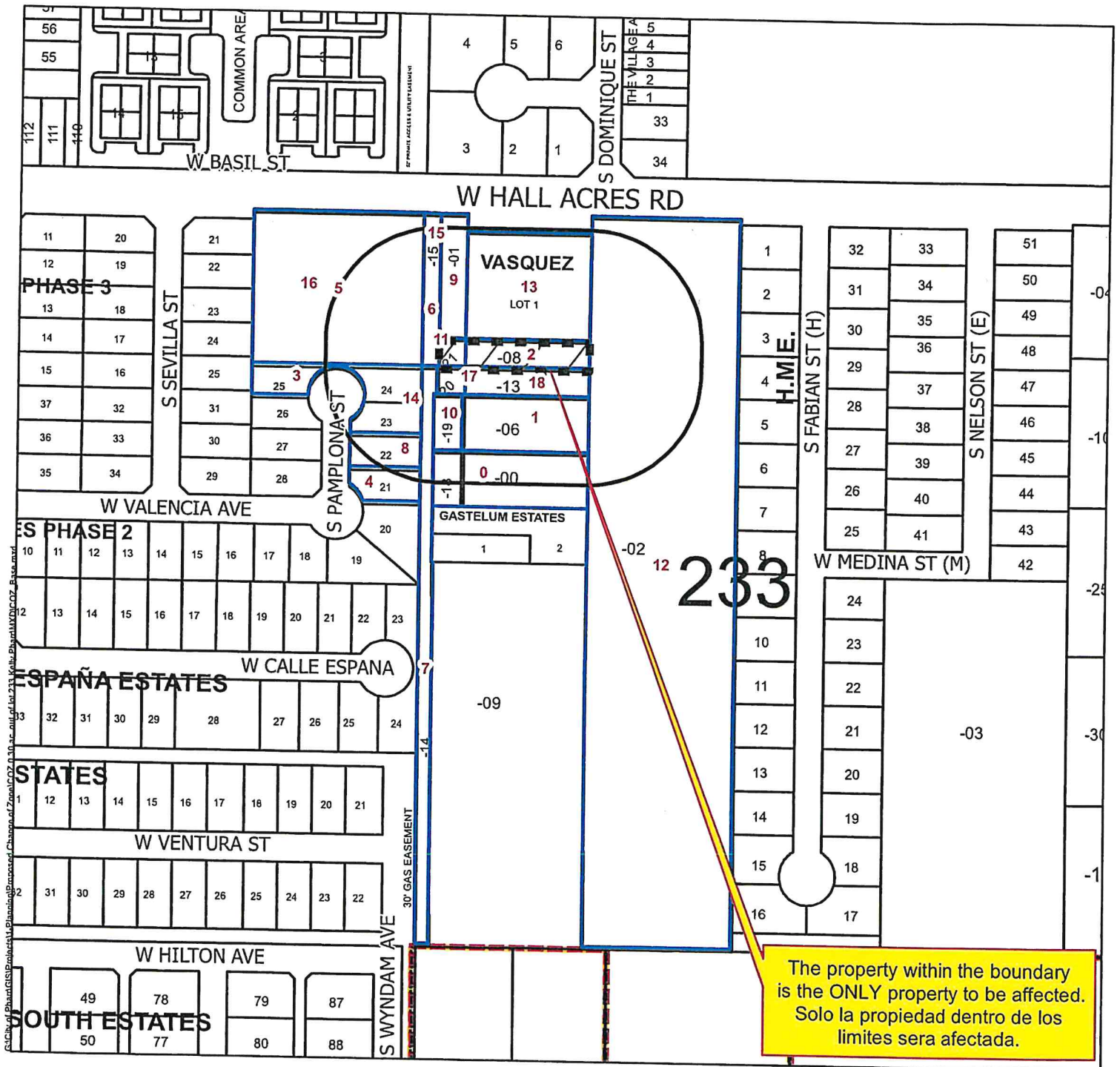
Scale: 1 inch = 250 feet



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Proposed Change of Zone
0.30 ac, out of lot 233, Kelly Pharr
City of Pharr



Zoning

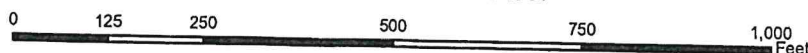
ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

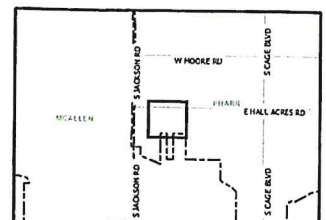
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 250 feet



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Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

City of Pharr

APPLICANT

General Business District ©

CURRENT ZONE

1207 West Hall Acres Road

ADDRESS

Single-Family Residential District (R-1)

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

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio, Planner II

PREPARED BY

August 17, 2022

DATE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.6.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Brownstone Consultants LLC., on behalf of Rhea Nannette Mora, 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 Residential Multi-Family District (R-MF). The property is legally described as being a 10.854-acre tract of land, out of the South 1/2, of the South 1/2 of Lot 6, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 2300 – 2500 Block of North Jackson Road. COZ#220739

Classification: Public Hearing

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

Issue: Brownstone Consultants LLC., on behalf of Rhea Nannette Mora, 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 Residential Multi-Family District (R-MF).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: September 6, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ: #220739

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: July 15, 2022

1. **Applicant:** Brownstone Consultants LLC., on behalf of Rhea Nannette Mora, owner.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF).
3. **Nature / Intent of Request:** In order to develop and construct apartments.

4. **Routing to Staff:**

A. Kimberly Mendoza,
Director

km
Initials

8/30/22
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations

PS
Initials

8/30/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

08/22/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF). The property is legally described as being a 10.854-acre tract of land, out of the South 1/2, of the South 1/2 of Lot 6, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 2300 - 2500 Block of North Jackson Road.

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:

Brownstone Consultants LLC., on behalf of Rhea Nannette Mora, 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 Residential Multi-Family District (R-MF) in order to develop and construct apartments.

The subject site is located on the east side of North Jackson Road, approximately 952 ft. south of West Sioux Road, and has a physical address of 2400 N Jackson. The property is legally described as being 10.854 acres, more or less out of the South 1/2 of the South 1/2 of Lot 6, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

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

The property fronts North Jackson Road, a 120'-150' principal arterial that runs north and south with a posted speed limit of 40 to 55 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). A portion of the property to the north was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on March 2, 1999. Another portion to the north was rezoned from General Business District (C) to Limited Industrial District (L-I) on April 19, 2011. A last portion to the north was rezoned from Limited Industrial District (L-I) to Residential Multi-Family High Density on January 11, 2016. The property to the south is zoned Agricultural and/or Open Space District (A-O). The city limits lie to the west. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Commercial, Single-Family Residential, and Multi-family residential use in the Land Use Plan.

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

Twenty-six (26) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 5, 2022, and a legal notice was published in the Advance News Journal on August 3, 2022. Staff received one response to the letters or the legal notice.

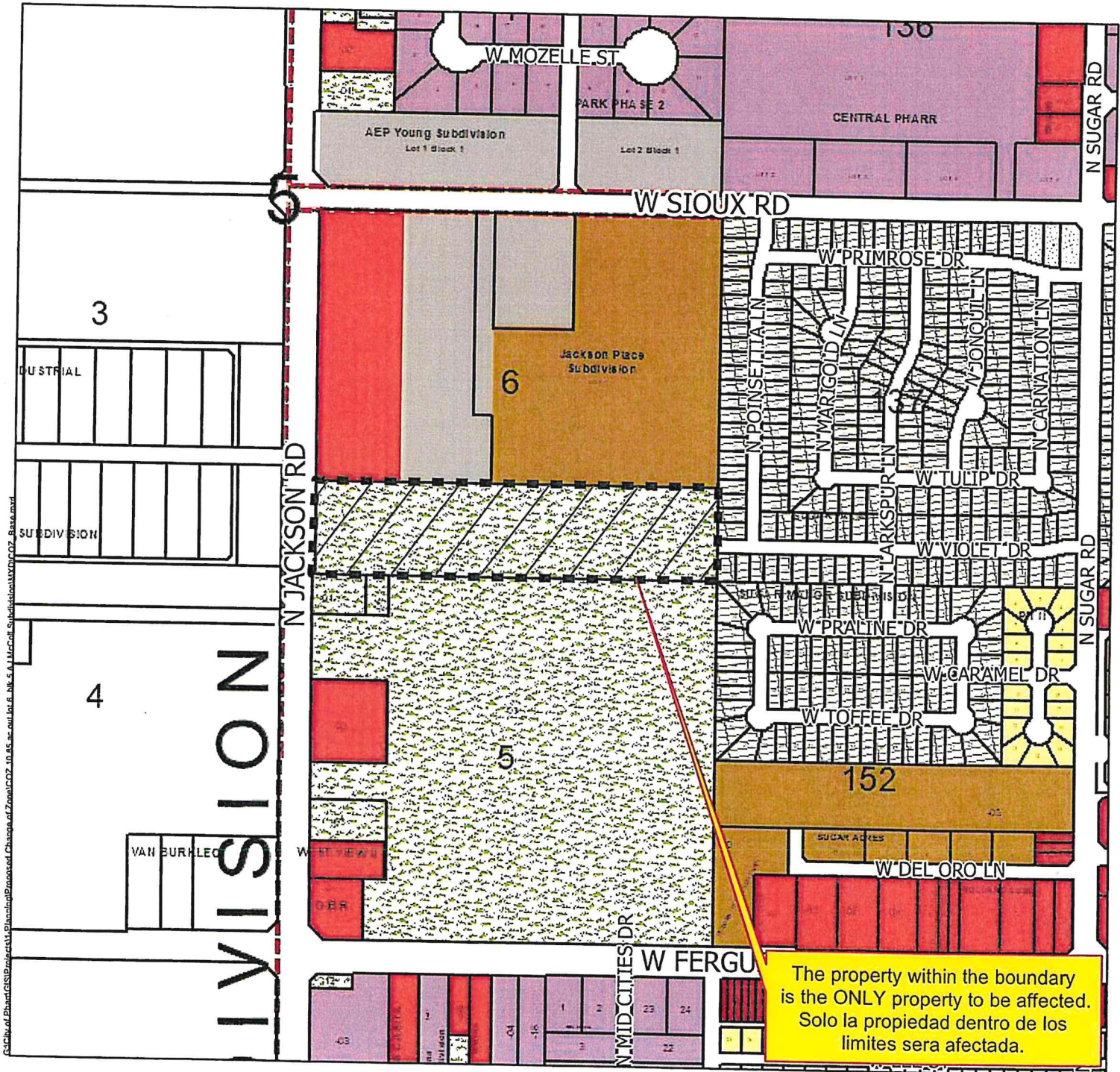
Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

At the Planning and Zoning Commission meeting of August 22, 2022, the Board voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) subject to the staff's recommendation. There were five 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.**

Proposed Change of Zone
 10.85 acre out of the south one-half of of the south one-half of
 Lot 6, Blk 5 AJ McColl Subdivision
 Brownstone Consultants



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

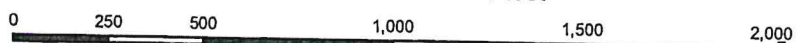
Zoning

ZONE

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

City of Pharr, Texas
 Engineering Department
 956.402.4242

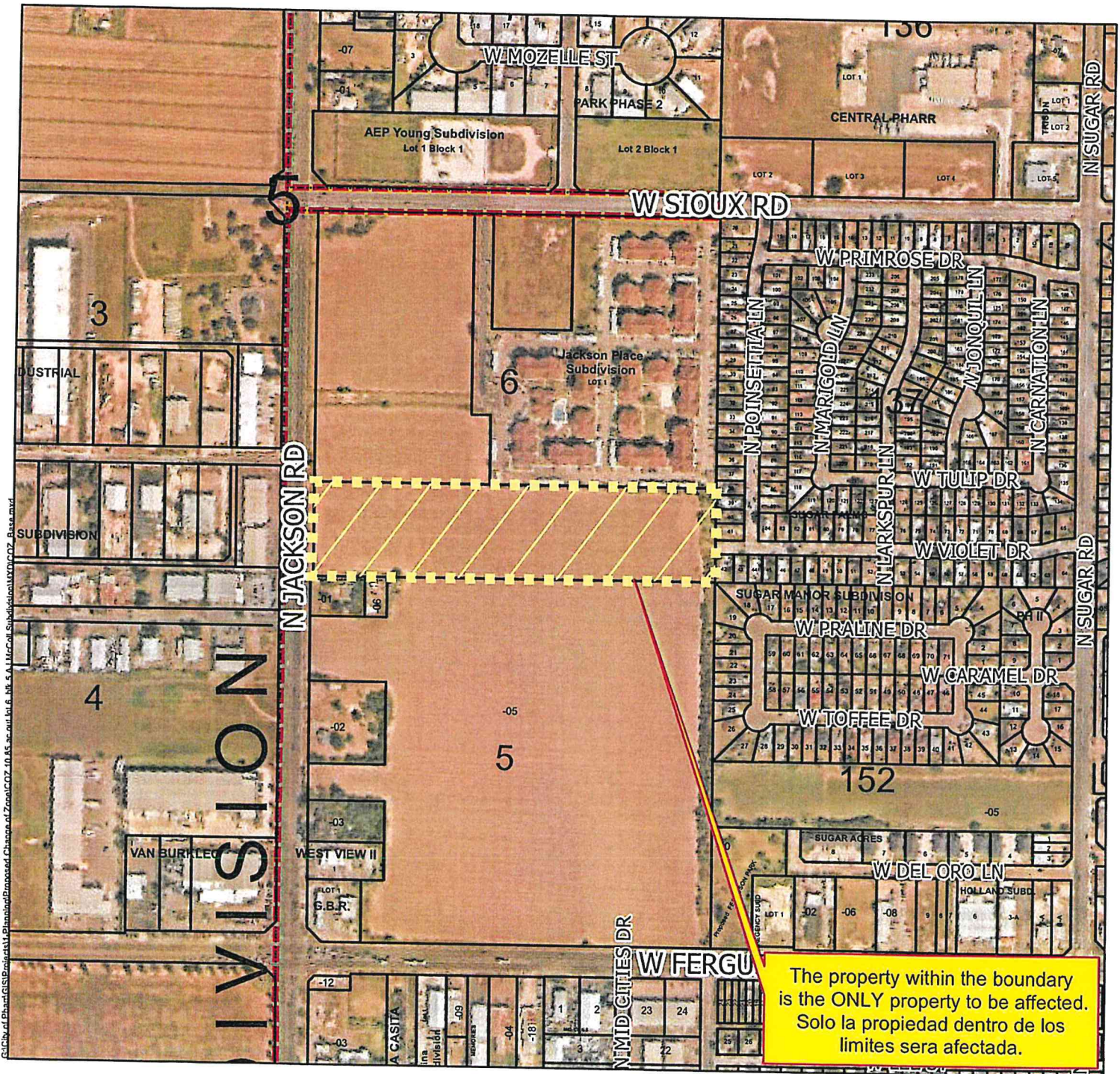
Scale: 1 inch = 500 feet



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 to verification by field survey or by the agency
 responsible for maintaining the information.
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Proposed Change of Zone
 10.85 acre out of the south one-half of of the south one-half of
 Lot 6, Blk 5 AJ McColl Subdivision
 Brownstone Consultants



Zoning

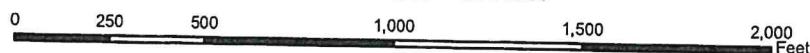
ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
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- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 500 feet

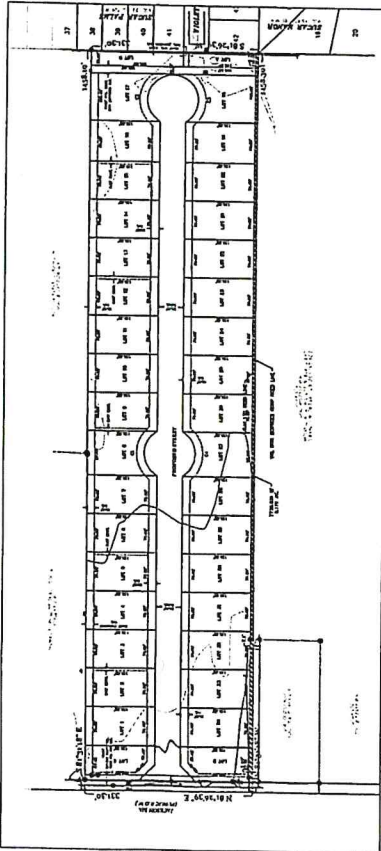


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MECA SUBDIVISION

THE UNDERSIGNED (S) OF THE COUNTY OF HIDALGO, STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.



CURVE TABLE			
CURVE #	RADIUS	LENGTH	ON LOT
C1	50.0'	10.81'	9.92'
C2	50.0'	13.41'	9.41'
C3	50.0'	13.41'	9.41'
C4	50.0'	10.81'	9.92'

LOT AREAS (DEFINITION)	
LOT #	AREAS
LOT A	4,410.31 SF 0.10 AC
LOT B	5,410.31 SF 0.12 AC
LOT C	6,410.31 SF 0.15 AC
LOT D	7,410.31 SF 0.17 AC

LOT AREAS	
LOT #	AREAS
1	10,388.32 SF 0.23 AC
2	10,388.32 SF 0.23 AC
3	10,388.32 SF 0.23 AC
4	10,388.32 SF 0.23 AC
5	10,388.32 SF 0.23 AC
6	10,388.32 SF 0.23 AC
7	10,388.32 SF 0.23 AC
8	10,388.32 SF 0.23 AC
9	10,388.32 SF 0.23 AC
10	10,388.32 SF 0.23 AC
11	10,388.32 SF 0.23 AC
12	10,388.32 SF 0.23 AC
13	10,388.32 SF 0.23 AC
14	10,388.32 SF 0.23 AC
15	10,388.32 SF 0.23 AC
16	10,388.32 SF 0.23 AC
17	10,388.32 SF 0.23 AC

LOT AREAS	
LOT #	AREAS
18	10,388.32 SF 0.23 AC
19	10,388.32 SF 0.23 AC
20	10,388.32 SF 0.23 AC
21	10,388.32 SF 0.23 AC
22	10,388.32 SF 0.23 AC
23	10,388.32 SF 0.23 AC
24	10,388.32 SF 0.23 AC
25	10,388.32 SF 0.23 AC
26	10,388.32 SF 0.23 AC
27	10,388.32 SF 0.23 AC
28	10,388.32 SF 0.23 AC
29	10,388.32 SF 0.23 AC
30	10,388.32 SF 0.23 AC
31	10,388.32 SF 0.23 AC
32	10,388.32 SF 0.23 AC
33	10,388.32 SF 0.23 AC
34	10,388.32 SF 0.23 AC

STATE OF TEXAS
COUNTY OF HIDALGO

I, (NAME), the undersigned, owner of the land shown on this plat and described as follows: (LEGAL DESCRIPTION OF THE LAND), do hereby certify that the information contained herein is true and correct.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared (NAME), known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSES MY HAND AND SEAL OF OFFICE, this (DATE) day of (MONTH), (YEAR).

NOTARY PUBLIC - JUANITA GARCIA, J.D.

PRINCIPAL CONTACTS:

OWNER: JUANITA GARCIA
ADDRESS: 2205 N. JACKSON ST., MOBILE, ALABAMA 36688
TELEPHONE: (205) 267-2077
FAX: (205) 267-2077

NO.	SHEET	REVISION	DATE	APPROVED



SCALE: 1"=100'

LEGEND

- 1. SET BACK
- 2. FOUND ROAD SIDE OF LOT
- 3. POINT OF BEGINNING
- 4. POINT OF BEGINNING

- 1. THE UNDERSIGNED, JUANITA GARCIA, J.D., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.
- 2. THE UNDERSIGNED, JUANITA GARCIA, J.D., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.
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TIME: (TIME)

PLACE: (PLACE)

WITNESSES: (WITNESSES)

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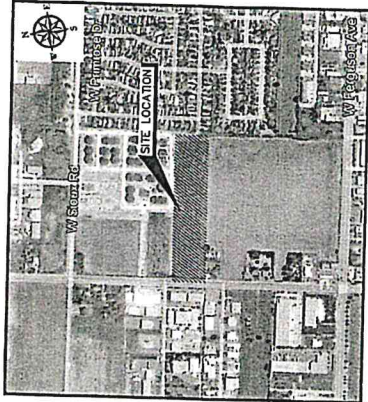
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DATE: (DATE)

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PLACE: (PLACE)



LOCATION MAP

SCALE: 1"=500'

NOTES AND BOUNDARIES

1. THE UNDERSIGNED, JUANITA GARCIA, J.D., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

STATE OF TEXAS
COUNTY OF HIDALGO

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FAX: (205) 267-2077

DATE OF PREPARATION: 02/27/2012



FIRM No. F-23250

2205 N. JACKSON ST.
MOBILE, ALABAMA 36688
(205) 428-9033
planning-engineering.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.7.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Lisandro Espinoza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Single Family Residential District (R-1). The property is legally described as being 0.48 acres, more or less, out of Lot 175, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 220 North Sugar Road. COZ#220742

Classification: Regular

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

Issue: Lisandro Espinoza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Single Family Residential District (R-1).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirement and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: September 6, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ: #220742

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: June 16, 2022

1. Applicant: Lisandro Espinoza, owner.
2. Requested Action: Re-zoning request from Office and Professional District (O-P) to Single-Family Residential District (R-1).
3. Nature / Intent of Request: In order to develop and construct a single-family residence.

4. Routing to Staff:

A. Kimberly Mendoza,
Director

Km
Initials

8/30/22
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations

AL
Initials

8/30/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

08/22/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 6, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: Re-zoning Request: From Office and Professional District (O-P) to Single Family Residential District (R-1). The property is legally described as being 0.48 acres, more or less, out of Lot 175, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 220 North Sugar Road.

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:

Lisandro Espinoza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Single-Family Residential District (R-1) in order to develop and construct a single-family residence.

The subject site is located on the east side of North Sugar Road, approximately 85 feet south of West Bell Avenue, and has a physical address of 220 North Sugar Road. The property is legally described as being 0.48 acres out of Lot 175, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Sugar Road, an 80' major collector, 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 Office and Professional District (O-P). The subject property and the surrounding properties were zoned to Single-Family Residential District (R-1) on March 30, 1982, when the city originally adopted the current zoning ordinance we use today. Later, the subject property rezoned from Single-Family Residential District (R-1) to Office and Professional District (O-P) on November 4, 2013. There has been no other zoning request within the general vicinity of the subject property since that time. The property is generally designated for public/semi-public use in the Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. 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.

Twenty-four (24) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 5, 2022, and a legal notice was published in the Advance News Journal on August 3, 2022. Staff received no response to the letters or the legal notice.

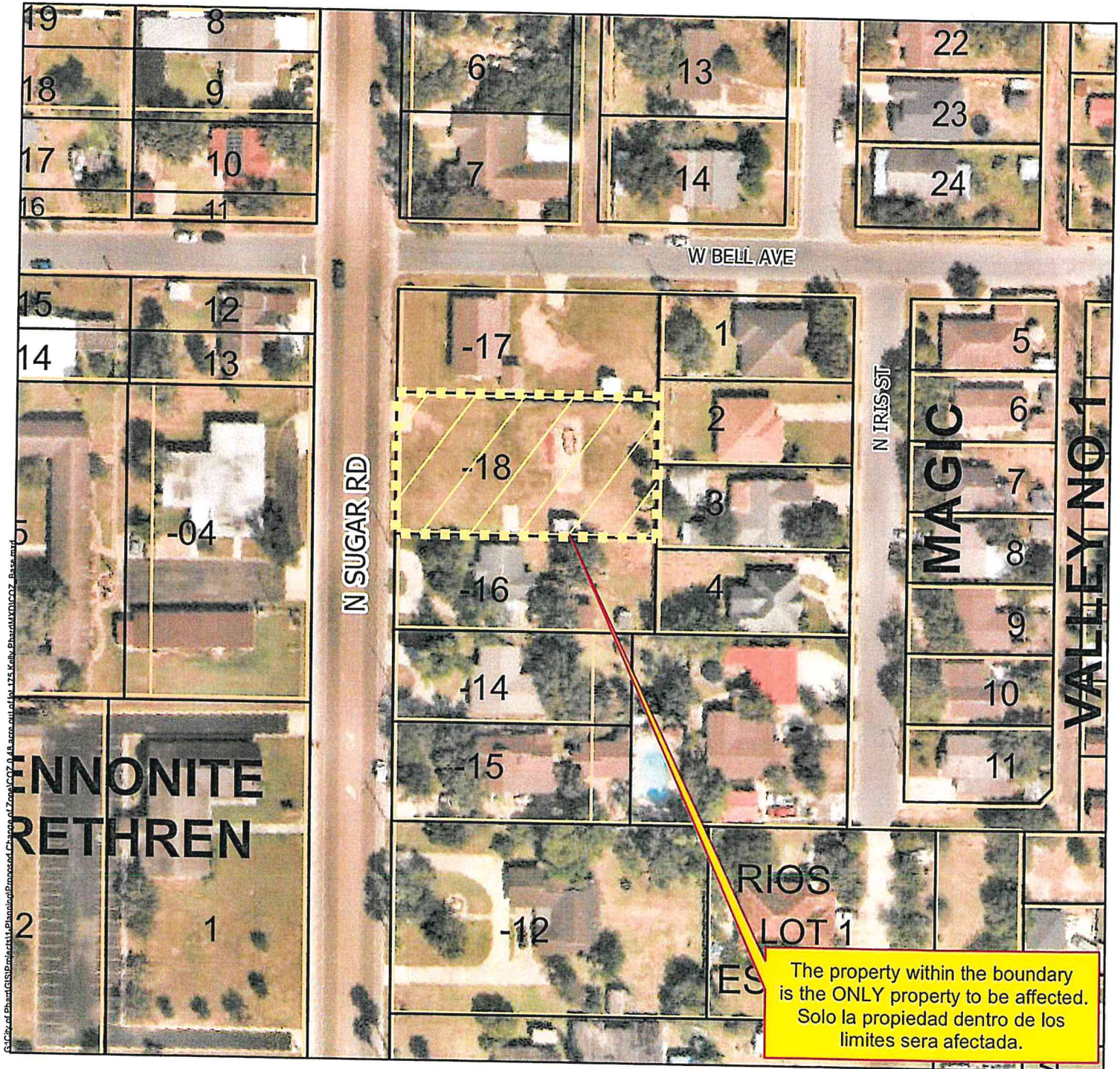
Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirement and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

NOTE: At the Planning and Zoning Commission meeting of August 22, 2022, the Board voted unanimously to recommend approval of the rezoning request from Office and Professional District (O-P) to Single Family Residential District (R-1) subject to staff's recommendation. There were five 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.**

Proposed Change of Zone
0.48 acre tract of land, out of lot 175
Lisandro Espinoza



Zoning

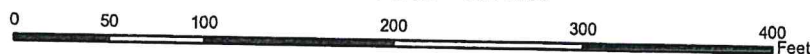
ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

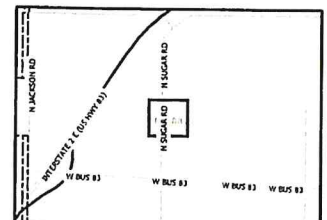
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

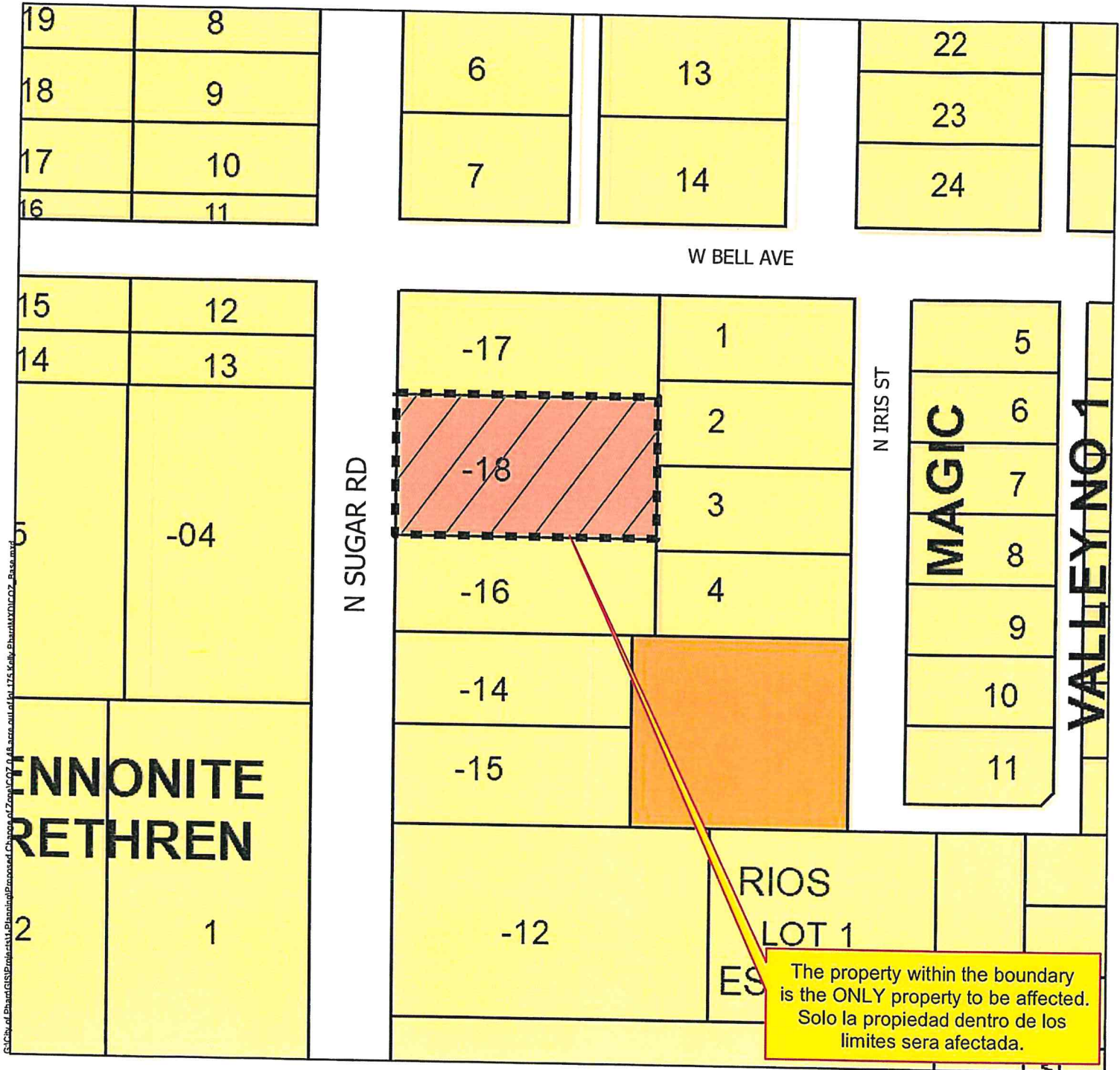
Scale: 1 inch = 100 feet



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Proposed Change of Zone
0.48 acre tract of land, out of lot 175
Lisandro Espinoza



Zoning

ZONE

- Agricultural Open Space
- Single Family
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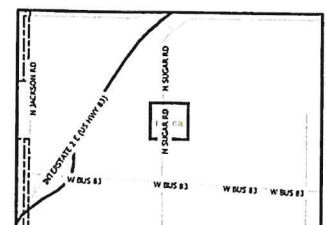
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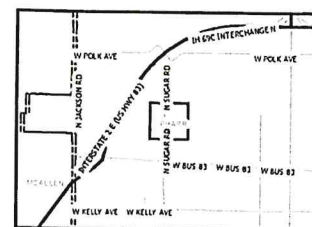
City of Pharr, Texas
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Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Lisandro Espinoza
APPLICANT

Office and Professional District (O-P)
CURRENT ZONE

220 North Sugar Road
ADDRESS

Single Family Residential District (R-1)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirement and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio, Planner II
PREPARED BY

August 16, 2022
DATE



LUCAS DESIGN GROUP
1815 CENTRAL BLVD.
BROWNSVILLE TX, 77828
PLATE A

MOBILE 956-525-7803
LUCAS@LUMCON.COM
LUMCON.COM



LIABILITY DISCLAIMER

[illegible]

AREA TABULATION		
LOWER LIVING AREA	239.9	474.4
UPPER LIVING AREA	N/A	52.0
TOTAL LIVING AREA	239.9	298.7
		N/A
		N/A
		N/A
TOTAL AREA		376.3

PROJECT INFORMATION
LEE ESPINOZA
1.48 ACRE TRACT OF LOT 173
KELLY-PAARR
SUBDIVISION
Hidalgo County, TX

OWNERSHIP/COPYRIGHT
The drawings, plans and specifications shall become the exclusive property of the design professional. The design professional shall retain the right to use the drawings, plans and specifications for the project and to use the same in connection with the project and to use the same in connection with the project and to use the same in connection with the project.

DESIGNED PLR	ISSUE DATE 00.02.21
DRAFTED XG	

[illegible]

SITE PLAN

01 07

101

NOTES:

- OWNER, BUILDER, AND SUBMITTER TO APPROVE LOCATION OF HOUSE ON LOT, AND TO NOTIFY ALL EASEMENTS AND ADJACENT NEIGHBORS TO START OF CONSTRUCTION. EASEMENTS SHALL BE NOTIFIED BY LETTER TO EACH OF HIS SITE PLAN.

100

- GENERAL CONTRACTOR SHALL HAVE THE FOUNDATION PLAN REDESIGNED BY A TRUSTED REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.
- NO STRUCTURAL ASSUMPTIONS FOR ANY DISCREPANCY CONTRIBUTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PARTICIPATING DESIGN PROFESSIONALS TO FOLLOW THROUGH WITH ACTUAL CONSTRUCTION CORRECTIONS.
- 1-BUILDER OR CONTRACTOR MUST VERIFY ALL FOUNDATION CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 2-BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
- 3- PLUMBING LOCATIONS ONLY
DESIGNING AFFECTS SHOULD BE CORRELATED TO ACTUAL SITE CONDITIONS.

100

- WATER PLAN KEYED NOTES:**
- ROUTED DOMESTIC WATERLINE AS SHOWN ON PLAN OR OWNERS REQUEST.
 - EXTEND AND CONNECT TO NEW WATER METER.
 - ROUTES SANITARY SEWERLINE AS SHOWN ON PLAN OR OWNERS REQUEST.
 - EXTEND AND CONNECT TO MAIN SANITARY SEWERLINE.
 - NEW WOOD FENCE BY OWNER.
 - COORDINATE WITH OWNER FOR LOCATION OF ACCESS.

GENERAL NOTES:

[illegible]

AL CONTRACTOR TO CONSULT WITH OWNER ON SELECTION OF ALL NECESSARY MATERIALS.

TO VISIT ALL OF THE OWNERS SPECIAL REQUESTS AT ALL TIMES.

DOES OBTAINING COPIES TO BE SORTED GELATED PAINTED WOOD WITH DARK BROWN / A LITTLE TEARS.

AN ADJUSTABLE RAKE VENTS AND ONE (ELECTRIC OPERATED) DOOR TO BE PLACED AT BACK SIDE OF INDIANT SECTOR.

CONCRETE TO BE POURED HORIZONTALLY UNLESS OTHERWISE NOTED.

REINFORCEMENTS ARE THE MINIMUM SIZE REQUIRED BUT NOT BE CHANGED IN DESIGN.

CONCRETE WILL BE CONSOLIDATED AROUND ALL REINFORCING STEEL WITH THE USE OF MECHANICAL VIBRATORS.

REINFORCING STEEL MUST HAVE A MINIMUM OF 2" CLEARANCE FROM CONCRETE, AND MUST BE LOCATED AS SHOWN IN THE DETAILS.

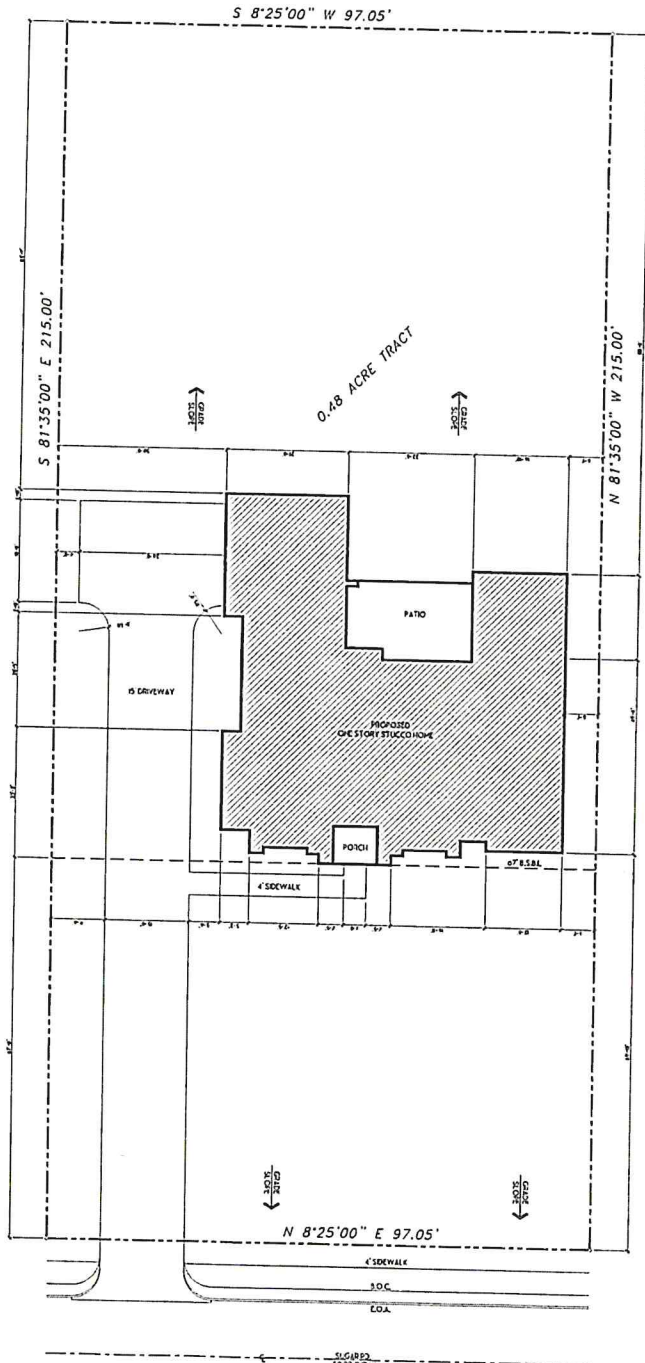
RESIDUAL MATERIAL ON ONE END OF THE GUTTED PIPE WAS REMOVED BY CUTTING FROM THE REAR END USING A HAND SAW (FIG. 1).

IT WAS FOUND THAT 10% OF THE PIPE LENGTH WAS NOT FULLY COMPACTED IN THE FIELD. THIS PORTION OF THE PIPE WAS CUT OFF, SHOULD HAVE A PLASTIC WASTE COLLAR LESS THAN 2 IN. (51 MM) WITH COMPACTING TO BE AT A STANDARD FACTOR DENSITY.

THE REMAINING 90% OF THE PIPE WAS CUT INTO 20 IN. (508 MM) LENGTHS.

THE SUGGESTED TREATMENT FOR TREATED PIPE SECTION POLING ANY CONCRETE (ALSO POLISHED) THAT WAS NOT

LAY AND SIDEWALK NOTES:
LAY SHALL BE 4" THICK FOR SPOTLET AND 6" THICK FOR STRIPS.
STRIPS AND SIDEWALKS SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE.
2.9 X 2.9 WELDED WIRE FABRIC MAY BE USED IN LAY OF THE



SITIE PLAN

DRIVEWAY AND SIDEWALK NOTES:
 1- DRIVEWAY SHALL BE 4" THICK FOR SINGLE USE AND 6" THICK FOR ALL OTHERS (IE COMMERCIAL, INDUSTRIAL, ETC.)
 2- DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE AND INCLUDE 5-1/2" SACKS OF CEMENT PER CUBIC YARD OF CONCRETE
 3- 6X6-W 29 X 29 WELDED WIRE FABRIC MAY BE USED INSTEAD OF THE REINFORCING STEEL



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED:

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: PLATS: This item supports **EV - Economic Vitality.**

Classification: Consent

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

Issue: not applicable

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.1.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Derrick Merchant, Manager for Via Real Estate, LLC a Wyoming Limited Liability Company, is requesting final plat approval of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision. The property is legally described as being a 1.470 acres being a part of portion out of Lot 7, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7500 Blk. of South Jackson Rd. SUB#220827

Classification: Public Hearing

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

Issue: Melden & Hunt Inc., representing Derrick Merchant, Manager for Via Real Estate, LLC a Wyoming Limited Liability Company, is requesting final plat approval of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision.

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision subject to the listed conditions:

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 06, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: PHASE I, LOT 1 GO CARWASH PHARR SUBDIVISION FILE NO. SUB#220827

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Derrick Merchant, Manager for Via Real Estate, LLC a Wyoming Limited Liability Company, is requesting final plat approval of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.470 acres being a part of portion out of Lot 7, Block 12, A.J. MCCOLL Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 7500 Blk. of South Jackson Rd.

ZONING: The property is currently zoned General Business District (C) and Agricultural Open Space District (A-O). The adjacent zones are General Business District (C) to the north, Agricultural Open Space District (A-O) to the east, General Business District (C) to the south and City limits to the west. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Carwash.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. Provide or show street light layout along S. Jackson Rd., Max distance is 250' on public R.O.W., and for new streets.

EASEMENTS:

1. Easements shall not overlap.
2. Public sewer or water lines easements shall read "15' Exclusive easement to City of Pharr".
3. Show all existing subdivisions and easements.
4. Place more labels for easements around property.
5. Show all the dedicated easements on the plat (label existing or dedicated by plat).
6. The 30' perpetual non-exclusive easement for drainage purposes, can it be abandoned show letter of approval to be abandoned.

**SIDEWALK:
ADA:** 1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION: 1. See attached comments (refer to Go Carwash Pharr Subdivision Master Plan).

WATER:

1. See attached comments (refer to Go Carwash Pharr Subdivision Master Plan).
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments (refer to Go Carwash Pharr Subdivision Master Plan).
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

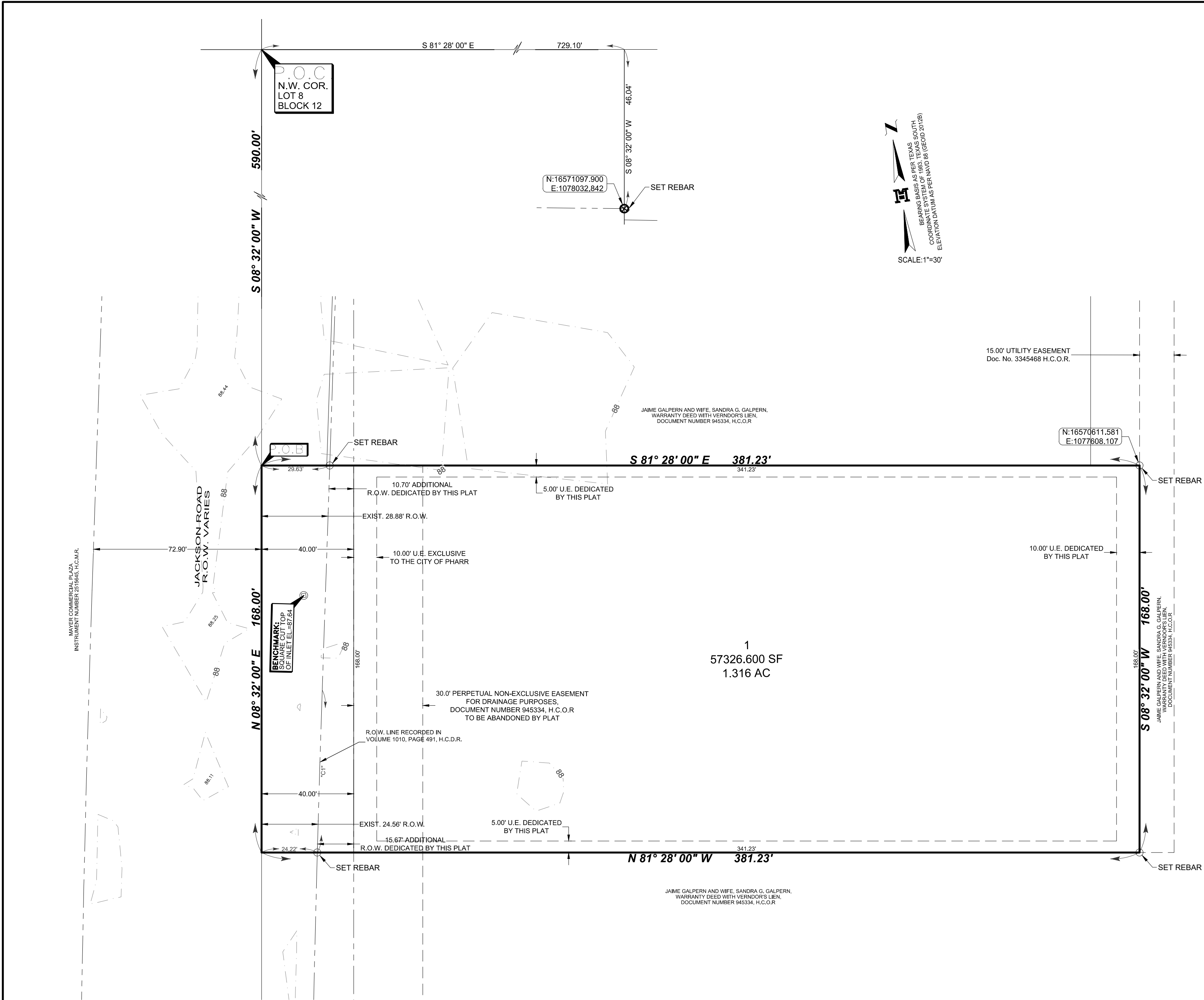
1. Drainage report to be reviewed and approved by H.C.D.D. No.1.
2. Drainage report needs to reflect proposed subdivision.
3. Follow detention directive.

OTHER:

1. Verify with HCID 2, for any irrigation easements or R.O.W's.
2. Verify the commencing description on metes & bounds.
3. See attached H.C.I.D. #2, comments.
4. Provide all pertinent City of Pharr details.
5. See staff comments attached (refer to Go Carwash Pharr Subdivision Master Plan).

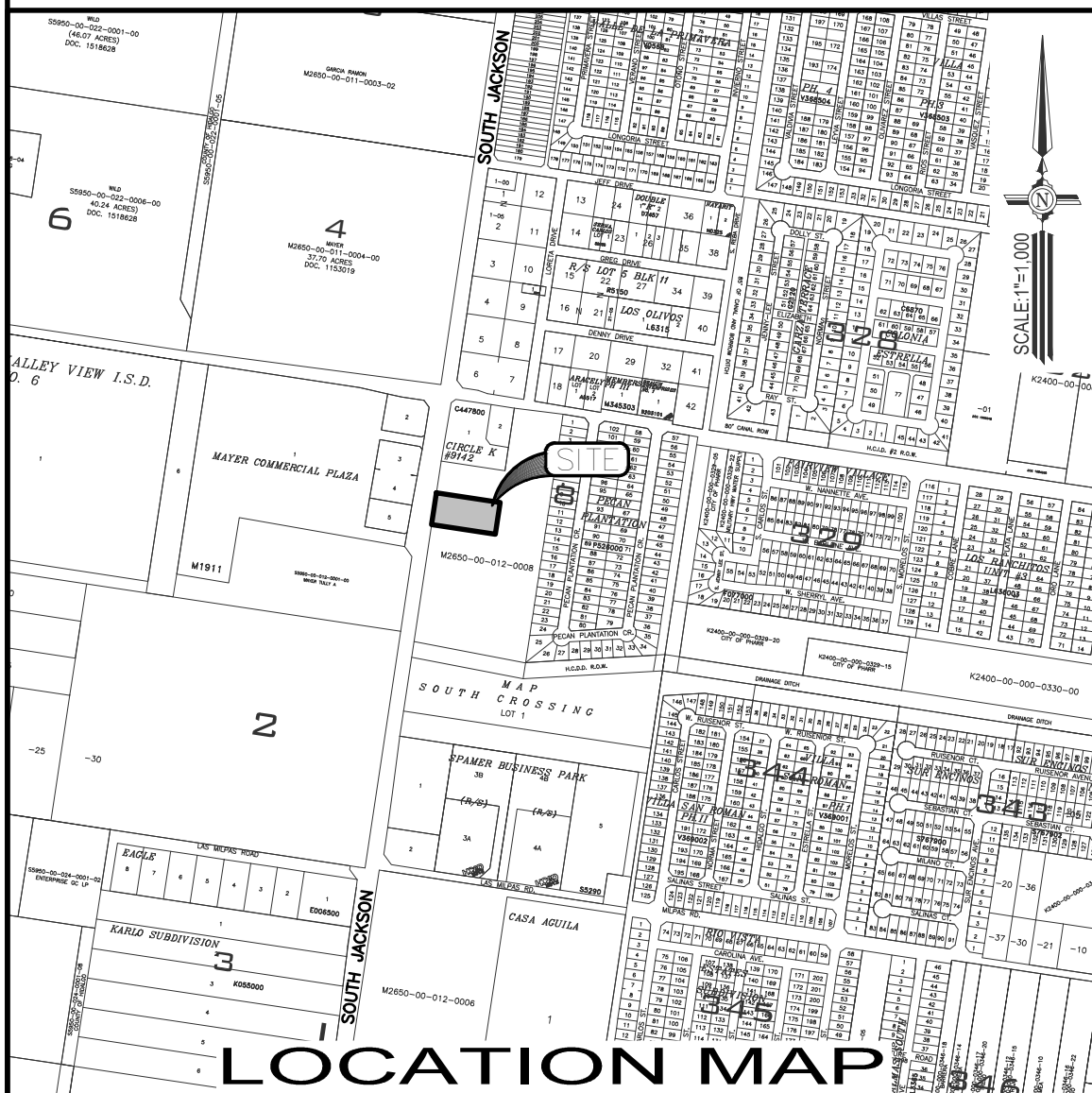
**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Phase I, Lot 1 Go Carwash Pharr Subdivision at their meeting of August 22, 2022.



Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Length
"C1"	00° 21' 14"	11419.16'	70.54'	35.27'	70.54'
S 10° 16' 23" W					

DRAWN BY: CESAR DATE: 05-24-22
FINAL CHECK DATE:



BEING A 1.470 ACRES [64,046.600 SQ. FT.] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 8, BLOCK 12, AJ. MCCOLL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, HIDALGO COUNTY DEED RECORDS

- LEGEND**
- FOUND NO. 5 REBAR
 - SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - SET SQUARE CUT
 - R.O.W. - RIGHT OF WAY
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
 - N.W. COR. - NORTHWEST CORNER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - Sq. Ft. - SQUARE FEET
 - AC. - OF ONE ACRE

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

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

APPROVED THIS THE ____ DAY OF ____, 20 ____.

DANNY WYLLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

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

AMBROSIO HERNANDEZ,
MAYOR, CITY OF PHARR

ATTEST:
CITY CLERK

DATE

NOTES:

- SETBACKS: AS PER CITY OF PHARR ORDINANCE
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 18" ABOVE TOP OF CURVE MEASURED AT FRONT CENTER OF LOT.
- THIS SUBDIVISION IS IN FLOOD ZONE "B". FLOOD ZONE "B" ARE AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
- COMMUNITY-PANEL NUMBER: 480334 0500 B
MAP REVISED: JANUARY 2, 1981
- BENCH-MARK: CITY OF PHARR BM # 14 LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION W. DICKER ROAD & S.W. PECAN PLANTATION CIRCLE.
ACTUAL N: 16571056.067 E: 1078182.056
ELEV: 87.32 (GEO ID) 1999. AS PER THE CITY OF PHARR.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.252 AC.-FT. AND A VOLUME OF APPROXIMATELY 10,984 C.F. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- 5.0 FT SIDEWALK WITH A.D.A. WHEELCHAIR RAMPS AND LANDINGS SHALL BE CONSTRUCTED ALONG ALL STREETS AT THE TIME OF SUBDIVISION CONSTRUCTION.
- NO STRUCTURES ALLOWED OVER ANY EASEMENT.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- OWNER'S TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
- DEVELOPER TO CONSTRUCT FENCE FOR LOTS ABUTTING / FRONTING ANY DRAIN DITCH REGARDLESS OF WHO OWNS IT.
- OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
- ALL ENTRANCE THAT CROSS OVER WATERLINES SHALL REQUIRE CASING AT TIME OF BUILDING PERMIT PHASE. THE LENGTH OF THE CASING SHALL BE THE WIDTH OF THE DRIVE PLUS 10FT. STEEL CASING WILL BE REQUIRED FOR ALL COMMERCIAL AND INDUSTRIAL DRIVES.
- ALL SUBDIVISION WATERLINES SHALL BE LOOPED AS PER CITY STANDARDS.

METES & BOUNDS

A TRACT OF LAND CONTAINING 1.470 ACRES [64,046.600 SQ. FT.] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 8, BLOCK 12, AJ. MCCOLL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, HIDALGO COUNTY DEED RECORDS, SAID 1.470 ACRES [64,046.600 SQ. FT.] ARE A PART OF A LARGER TRACT CONVEYED TO JAIME GALPERN AND WIFE, SANDRA G. GALPERN, BY VIRTUE OF A WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 945334, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.470 ACRES [64,046.600 SQ. FT.] ARE ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 12 (FROM WHICH A NO. 5 REBAR CAN BE FOUND (NORTHING:16571097.900, EASTING:1078032.842) S 81° 28' 00" E A DISTANCE OF 729.10 FEET, S 08° 32' 00" W A DISTANCE OF 46.04 FEET) AND THE INTERSECTION OF JACKSON AND DICKER ROAD;

THENCE, S 08° 32' 00" W ALONG THE WEST LINE OF SAID LOT 8, BLOCK 12, A DISTANCE OF 590.00 FEET TO THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- THENCE, S 81° 28' 00" E AT A DISTANCE OF 29.63 FEET PASS A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF JACKSON ROAD, CONTINUING A TOTAL DISTANCE OF 381.23 FEET TO A NO. 4 REBAR SET (NORTHING:16570638.766, EASTING:1077612.186) FOR THE NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 08° 32' 00" W A DISTANCE OF 168.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, N 81° 28' 00" W AT A DISTANCE OF 357.01 PASS A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF JACKSON ROAD, CONTINUING A TOTAL DISTANCE OF 381.23 FEET TO THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 08° 32' 00" E ALONG THE WEST LINE OF SAID LOT 8, BLOCK 12 AND WITHIN THE EXISTING RIGHT-OF-WAY LINE OF JACKSON ROAD, A DISTANCE OF 168.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.470 ACRES [64,046.600 SQ. FT.], OF WHICH 0.104 OF ONE ACRE [4,510.220 SQ. FT.] LIES WITHIN THE EXISTING RIGHT-OF-WAY OF JACKSON ROAD, AND 0.05 OF ONE ACRE LIES WITHIN THE PROPOSED RIGHT-OF-WAY OF JACKSON ROAD, LEAVING A NET OF 1.316 ACRES, [57,326.600 SQ. FT.] OF LAND, MORE OR LESS.

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

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

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

PRESIDENT

ATTEST: SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "PHASE I LOT 1 GO CARWASH PHARR SUBDIVISION" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

VIA REAL ESTATE, LLC A WYOMING LIMITED LIABILITY COMPANY

NAME: DERRICK MERCHANT
13105 DOVER AVE.
LUBBOCK TEXAS 79424
LUBBOCK COUNTY

DATE:

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DERRICK MERCHANT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF ____, 20 ____.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

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

MARIO A. REYNA P.E. # 117368
DATE PREPARED: 05-24-2022
ENGINEERING JOB No. 21238.00

DATE:



STATE OF TEXAS
COUNTY OF HIDALGO:

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

DATED THIS THE ____ DAY OF ____, 20 ____.

ROBERT N. TAMEZ, PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

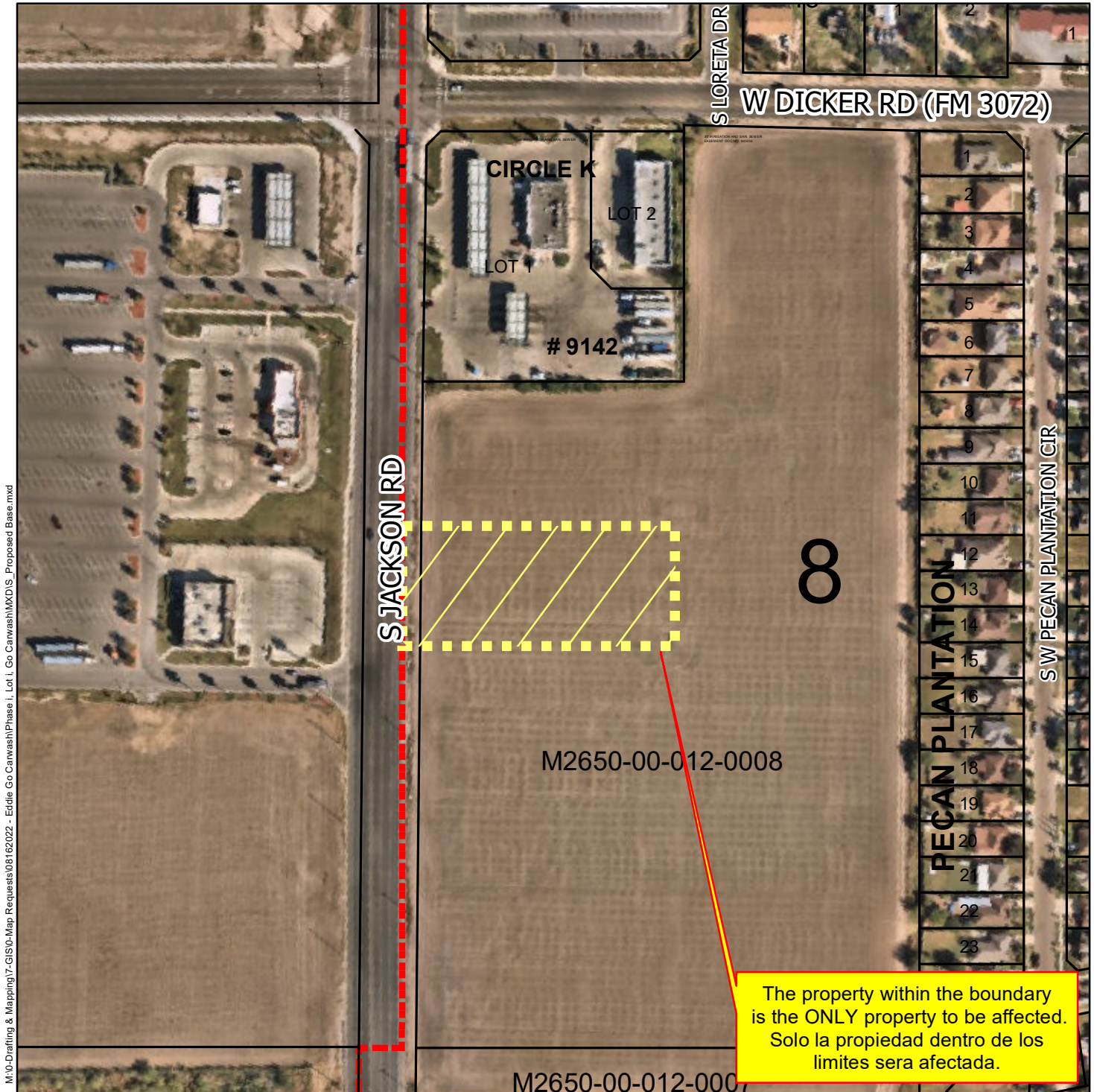
DATE SURVEYED: 7-19-2021
SURVEYING JOB No. 21415.08



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

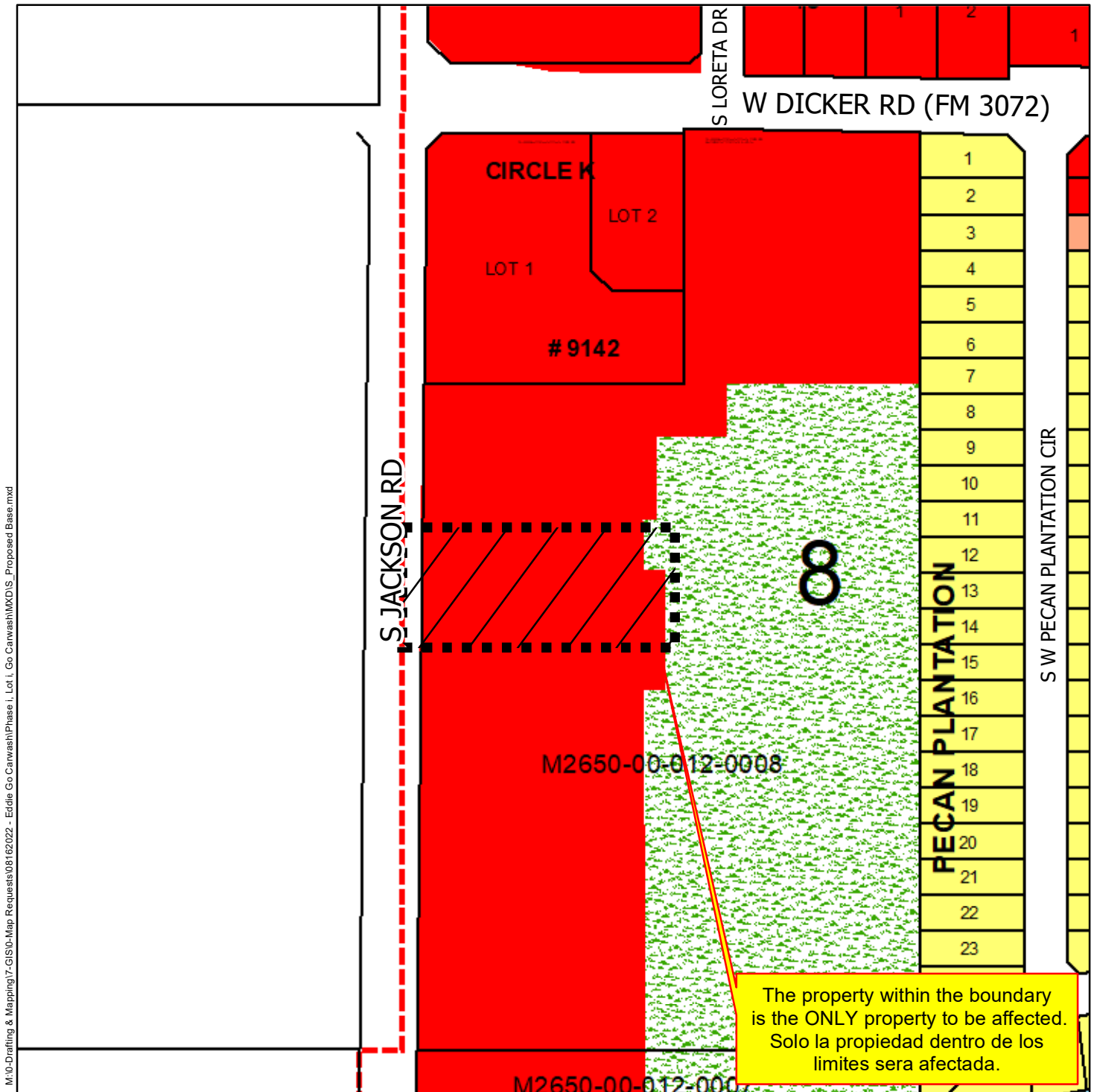
ON: ____ AT ____ AM/PM
INSTRUMENT NUMBER ____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: ____ DEPUTY



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





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

Scale: 1 inch = 200 feet



STAFF REVIEW MEETING FOR: GO CARWASH PHARR SUBDIVISION MASTER PLAN

COMMENTS: **Initials:** J.R. / R. B. **APRIL 26, 2022**

WATER:

- Easements will need to be 15' exclusive of the City of Pharr on the east side of lot 6 and south side of property
- All water services will need to be tapped into the new 12" water line
- Will need to show water valves
- Will need to install PVC or steel casing on all entrances
- Will need to extend 12" water line until south side of canal on S. Jackson Rd.
- Will need to verify the correct location and sizes of all surrounding utilities
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to verify all manholes elevation
- Will need to install 6" Sewer Service on Lot 3
- All manhole rim and lid need to be composite base with City of Pharr logo
- Will need to connect sewer main line on the sewer main on south side of W. Dicker Rd.
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____



118 S. Cage Blvd. 3rd Floor
Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: GO CARWASH PHARR SUBD (Staff Review)

Reviewed by: Manuel Renta

August 25, 2022

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be FACTORY YELLOW from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each BLUE MARKER to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted RED: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. **Abandoning of eight-inch (8") water line on South Jackson Rd to be replaced with twelve inch (12") to southern boundary along Jackson Rd.**
2. **Identify and label proposed interior hydrants (item 4.) and or identify dedicated Utility Easements where proposed waterline infrastructure could be placed for future lot development.**



Pharr Public Work



SUBDIVISION: Staff Review Meeting
Go Carwash Pharr Subdivision
S. Jackson
Pharr Tx, 78577

DATE: 04/26/2022
19.72 Acres

Plat Notes:

General Notes:

- Approved Drainage Plan Layout
- Call Out Street Lights
- Outfall Details
- Show all Utility Profile line Crossing Details (Drainage Elevation)
- U.I.R. from TxDot
- Show and Attach Erosion & Sediment Control Plan Layout to S.W.P.P.P. (must be legible)
- Erosion & Sediment Plan Layout Must be in place prior to any earth disturbance.
- Erosion & Sediment Control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (T.P.D.E.S.) and Texas Commission of Environmental Quality (T.C.E.Q.)
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan w/Notice of Intent (N.O.I) at pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance for Notice of Proceed (NTP) is issued.

SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: Go Carwash Pharr Subdivision **DATE:** April 28, 2022
Master Plan

REVIEW: Preliminary (comments plans dated 4-14-2022)

PLAT

1. Signature from R.P.L.S.
2. Note No. 5---Use correct City of Pharr Drainage directive... *"Storm Water detention is required for this property. The engineer of record for this subdivision plat has estimated that an area of approximately _____ acres and a volume of approximately _____ acre feet will be required for this use. This is an estimate only and detailed analysis may reveal different requirements. No Building permit shall be issued for this platted property until a storm water detention system design has been approved by the City of Pharr for this commercial development."*
3. Note No. 6--- Revie note to say... "5.0'ft sidewalk with ADA wheelchair ramps and landings shall be constructed along all streets at the time of subdivision construction.
4. Add Note---" All entrances that cross over waterlines shall require casing at time of building permit phase. The length of the casing shall be the width of the drive plus 10'-ft. Steel casing will be required for all commercial and industrial drives."
5. Add Note---"All subdivision waterlines shall be looped as per City standards."
6. Provide a copy of the 30'-ft perpetual non-exclusive easement for drainage purposes.

SITE PLAN

1. Include all profile details of all utility crossings.
2. Provide all pertinent City of Pharr details. (Waterline bedding, gate valves, fire hydrants, services, sanitary sewer bedding, fiberglass manhole with composite manhole lids with updated logo, 6"-in sanitary sewer services, concrete apron, curb and gutter with 3 #3 continuous rebar on City ROW, paving profile, ADA sidewalk)
3. Lot 3 requires a sanitary sewer service line.
4. Show all locations of steel casing for the waterline.

5. Provide trench safety plan for excavations over 5'-ft in depth.
6. Provide a street cut permit if applicable.
7. Provide all permits/UIRs from TX Dot if applicable.

DRAINAGE

1. Drainage report to be reviewed and approved by HCDD No. 1.
2. Drainage plan to be reviewed and approved at building permit phase.
3. Drainage report shall be based on area of the entire masterplan. Follow the current City ordinance for drainage.

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

CONSTRUCTION SCHEDULE

- The contractor shall provide a construction schedule for the above-mentioned subdivision.

ADDITIONAL COMMENTS

- Lab shall be required to test the following:
 - Backfill material
 - Paving items
 - Concrete items
- Waterline testing requires:
 - Bacteriological test
 - Hydrostatic test
- Sanitary sewer testing
 - Mandrel test 30 days after installation
 - Low air pressure test



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-27 EMS Fee Schedule (*1st Reading*). This item supports **SG - Sound Governance and Fiscal Transparency**.

Classification: Regular

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

Issue: EMS Department is asking for the EMS Transport fee's be adjusted

Fiscal Consideration: The fiscal consideration is an increased revenue per call.

Staff Recommendation: Staff recommends approval by adjusting the EMS Fee schedule.

Alternatives: The alternative is to leave fees the same.

Exclude Material from Public Packet? No

Reason: Not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 8/31/2022

Daniel Ramirez

Approved - 8/31/2022

Patricia Rigney

Approved - 9/1/2022

Karla Saavedra

Approved - 9/1/2022

City Management Office

Final Approval - 9/2/2022

ORDINANCE NO. O-2021-__

AN ORDINANCE OF THE CITY OF PHARR AMENDING O-2021-271817-13, CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY WILL BE SOLE PROVIDER OF EMERGENCY AMBULANCE SERVICE WITHIN THE CITY, PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a privately owned and operated ambulance company had furnished public and emergency ambulance service to the Citizens of Pharr for many years; and

WHEREAS, such privately owned and operated ambulance company is on the verge of discontinuing such ambulance services in the City of Pharr in April of 2021; and

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of Pharr is of utmost important to the health, safety, and welfare of the Citizens of Pharr, and

WHEREAS, the City Commission of the City of Pharr, Texas has investigated and determined that there is a public need for emergency and non-emergency ambulance services; and that the further regulation and provision of such ambulance services is intended to be a valid exercise of police power by the City; and

WHEREAS, the City Commission has decided to provide emergency ambulance services, as, in the judgment of the City Commission, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Pharr; and

WHEREAS, the City deems it in the best interest of the Citizens that it declare that the City of Pharr Emergency Medical Services Department ("City EMS") will be the sole provider of emergency ambulance services within the City of Pharr city limits; and

WHEREAS, in order to safely and effectively manage the number of private ambulances within the City, it is in the best interests of the citizens of the city to adopt regulations governing private ambulance service in the City; and

WHEREAS, the City Commission therefore desires to amend the City's Code of Ordinances, Chapter 50 Article III as set forth herein.

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

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Purpose. The purpose of this Ordinance is to declare that the City of Pharr Emergency Medical Services Department is the sole provider of emergency ambulance response to emergency calls for service and to regulate private ambulance service within the City.

SEC. 50-86. DEFINITIONS. As used herein the following words shall have the meaning indicated:

- (a) **ALS** means advanced life-support emergency medical service vehicle qualification. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:
 - (1) When response-ready or in-service, authorized EMS vehicles operating at the ALS level shall be staffed at a minimum with one EMT Basic and one AEMT or EMT- Intermediate
 - (2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation; and
 - (3) has two-way radio communications.
- (b) **Ambulance** means any vehicle equipped or used for transporting wounded, injured, or sick persons, but specifically excludes funeral coaches and vehicles used for patient transfers.
- (c) ~~**Ambulance Call** means the act of responding with an ambulance to a request for transportation of a sick or injured person. **Not used in here.**~~
- (d) **Ambulance Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including ~~driving~~driving, or acting as an attendant on an ambulance.
- (ed) **BLS** means basic life-support emergency medical services vehicle qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life-support.
- (fe) **City** means and refers to the City of Pharr, Texas, and its City limits, including its extraterritorial jurisdiction. DO WE INCLUDE ETJ?
- (gf) **Critical Care Transport** means the provision of medical care by a critical care transport team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis or maintain during transport acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life threatening deterioration in the patient's condition.
- (gh) ~~**Director** DO WE CHANGE THIS TO EMS CHIEF? means the director of the department designated by the City Manager to enforce and administer this article, or the director's authorized representative.~~

- (i) **Emergency ambulance** means an ambulance used, designed or redesigned for the purpose of transporting the sick or injured, providing basic life-support, advanced life-support, or mobile intensive care, the rendering of first aid, and/or assisting in rescue operations while the vehicle is being operated under emergency conditions.
- (jh) ~~Emergency Care means care provided to the sick or injured during emergency transportation to a medical facility and includes any necessary stabilization of the sick or injured in connection with that transportation. NOT USED IN HERE~~
- (k) **Emergency/9-1-1 call** means a request for ambulance service in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.
- (li) **Emergency circumstances** means the existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.
- (jm) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the ~~EMSfire c~~Chief or his designee) authorized to oversee the operation of the ambulance service system ~~and the performance of the awarded company under the terms of the contract.~~
- (nk) **Emergency patient** means a person in whom a sickness or injury may cause a significant risk to the person's life or limb. Such sickness or injury may include, but is not limited to, trauma (major injury to the body, head, or extremities), chest pain, abdominal pain, unconsciousness, delirium, imminent delivery of a child, and serious infection.
- (ol) **Emergency run** means an emergency ambulance trip, ~~that may require~~ requiring the use of warning lights or sirens, to the place where an emergency exists or from the place of the emergency to a hospital, medical clinic or office, or other appropriate destination for the patient.
- ~~(i) Emergency service means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.~~ (m) **EMS Chief** means the director of the EMS Department designated by the City Manager to enforce and administer this Ordinance, or the Director's authorized representative.
- (p) ~~Licensee means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.~~
- (p) **Pharr Public Safety Communication Center** means the central communications center of the Pharr Police and Fire Department or EMC????
- (qn) **MICU** means mobile intensive care unit. Emergency ambulance service that utilizes a vehicle designed and qualified as an advanced life-support emergency services vehicle as defined herein and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication, and ~~has qualified personnel to render such services when~~

response-ready or in-service, authorized EMS vehicles operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.

(~~of~~) **Neonate/Pediatric Transport Personnel** means a registered nurse, physician, or respiratory therapist specially trained in the emergency and transport care of newborn and pediatric patients.

(~~ps~~) **Operate** means to drive or to be in control of an ambulance.

(~~qt~~) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.

(~~ru~~) **Owner** means the person to whom state license plates for a vehicle were issued.

(~~sv~~) **Person** means any individual, corporation, business, trust, partnership, association, or other legal entity.

(t) **Pharr Public Safety Communication Center** means the central communications center of the City of Pharr.

(~~wu~~) **Private ambulance** means an ambulance constructed, equipped, and used for transporting sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency.

(~~vx~~) **Private ambulance service** means the business of transporting, for compensation, sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency. (BUT SEE DEFINITION OF TRANSPORT SERVICE)

(~~wy~~) **Private Ambulance Service Registration** means a permit issued by the City to allow a private ambulance service to operate within the City. A private ambulance service becomes registered when it applies, meets the requirements specified in this Ordinance, and has been approved by the City.

(~~xz~~) **Registered Agency** means a person or entity authorized under this article to engage in private ambulance service. The term includes any owner, operator, driver, ambulance personnel, employee, or agent of the licensed business, but does not include a subcontractor.

(~~yaa~~) **Response time** means the total elapsed time between the moment the licensee's dispatch center personnel have received a request for services and patient location (i.e., "time call received") and the moment the licensee's responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived").

(~~zbb~~) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.

(~~aace~~) **Specialized Emergency Medical Services Vehicle** means a vehicle that is designed for responding to and transporting sick or injured persons by any means of transportation other than by standard automotive ground ambulance or rotor or

fixed wing aircraft that has sufficient staffing, equipment, and supplies to provide for the specialized needs of the patient transported. This category includes, but is not limited to, watercraft, off-road vehicles, and specially designed, ~~configured~~configured, or equipped vehicles used for transporting special care patients such as critical care or burn patients.

(~~bbdd~~) **Street** means any street, alley, avenue, boulevard, drive, highway~~highway~~, or other surface commonly used for the purpose of travel within the corporate City limits of the City. ~~ETJ??~~

(~~ccee~~) **Transport Service** ~~shall include:~~ include:

1. ~~Shall include t~~The non-emergency pickup and delivery within the limits of the City ~~and its ETJ of sick, of sick,~~ injured, or wounded persons where the element of time in transporting said sick, injured, or wounded persons (patients to or from a hospital, rest home, or other health care facility) is not essential to the health or life of such patient. Such transport vehicles shall be at a BLS as a minimum during the transport of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the City.
2. Responding to an Emergency/ 9-1-1 Call(~~assisting the City contracted ambulance company~~). Such transport vehicles shall have as a minimum of a MICU vehicle and a paramedic attendant, unless directed otherwise by City emergency personnel (~~i.e.i.e.~~, major emergency situations with multiple injuries).

SEC. 50-87 AMBULANCE SERVICES PROVIDED BY CITY EMERGENCY MEDICAL SERVICES DEPARTMENT

- A. The City Emergency Medical Services Department (City EMS) shall provide all emergency ambulance response to emergency calls for service within the City except as provided herein.
- B. The City EMS department shall be the sole primary ~~also exclusively~~ provider of all Transport Service and Special Event emergency medical services upon the streets, alleys or any public way or place within the City; provided, however, the City EMS Department may authorize registered private ambulance services to provide transport service and special event services when City EMS Services are not available.
- C. The City shall charge fees for non-emergency and emergency ambulance services in the City provided in response to all calls for service received by the City EMS Department ~~requesting the services~~.
- D. The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

**SEC. 50-88 ~~CITY LICENSE REQUIRED~~ PRIVATE AMBULANCE SERVICE
REGISTRATION REQUIRED.**

- A. A person commits an offense if he operates a private ambulance service within the City without a valid private ambulance service registration issued by the City or operates or attempts to operate a private emergency ambulance service within the City in violation of this Ordinance. Proof of registration shall be prominently displayed on the rear driver side of the ambulance.
- B. A person commits an offense if he advertises or causes to be advertised the operation of a private ambulance service that does not have a valid private ambulance service registration granted under this Ordinance when the advertisement is reasonably calculated to be seen by persons seeking private ambulance service in the City.
- C. A person commits an offense if he~~y~~ transports or offers to transport, for compensation, a sick, injured, or deceased person by private ambulance from a location within the City to a location either inside or outside the City without holding or being employed by a person holding a valid private ambulance service registration issued under this Ordinance.
- D. A person commits an offense if he hires or employs a private ambulance service to pick up a sick, injured, or deceased person in the City when he knows the private ambulance service does not have a valid private ambulance service registration under this Ordinance.
- E. No person shall furnish, operate, conduct, maintain, ~~advertise~~advertise, or otherwise be engaged in the operation of medical transfer services upon the streets of the City without first having registered in accordance with the terms and provisions of this Ordinance.
- F. An exception shall be made on emergency services furnished for calls originating outside the City.
- G. Specialized Emergency Medical Services Vehicles are exempted from the registration requirements of this Ordinance.

~~G.~~

~~It shall be unlawful for any person to engage in furnishing emergency or non-emergency service within the City by operating or driving or causing to be operated or driven an emergency or non-emergency ambulance upon the public streets of the City without first having obtained a license, which shall be prominently displayed on the rear driver side of the ambulance, as hereinafter provided. An exception shall be made on emergency services furnished for calls originating outside the City. Air ambulance companies are exempted from licensing requirements of this chapter.~~

~~It shall be an affirmative defense to any prosecution brought under this section that the emergency ambulance service in question was provided in response to a call or request from a private citizen or specifically requested by an officer or employee of the City.~~ do we want this exception?

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS APPLICATION FO

~~R-LICENSE.~~

~~To~~ To obtain a private ambulance service registration, a person must make written application ~~Applications for licenses under this division shall be made to the EMS Chief containing the following: City Manager or his designee and shall contain the following:~~

- (1) The name, telephone number, address, and e-mail address of the owner(s) of the ambulance service, the trade name under which applicant does business, and the street address and telephone number of the business establishment from which the private ambulance service will be operated.
- (2) The form of business of the applicant and, if the business is a sole proprietorship, partnership, corporation, or association, a copy of the documents establishing the business and the name and address of each person with a direct interest in the business.
- (3) A brief description of the experience and history of the ambulance service as well as a minimum of three references, one of which must be from a hospital located in Hidalgo County, with the name and business phone number of a contact person, capable of evaluating the ambulance service provider in a comprehensive manner.
- (4) Proof of a registration from the Texas Department of State Health Services to operate as an emergency medical services provider.
- (5) A brief description of the method by which emergency ambulance service is to be provided and coordinated with local hospitals, ~~police~~police, and fire departments, and 911 emergency service, as applicable, in the City.
- (6) The location and description from which the ambulance(s) will operate within the service delivery districts.
- (7) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, Vehicle Identification Number, state license number for the current year, ~~motor and chassis number~~, and a description of the equipment in each ambulance for providing emergency medical service.
- (8) Identity of the persons who will operate the ambulance(s) and their certifications issued by the Texas Department of State Health Services., ~~their social security number, list of training classes, date of issue and numbers of all E.M.S.~~

~~certifications held by each of such persons pertaining to ambulance and emergency medical service required by the Texas Department of Health.~~

- (9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws. ~~[division and all laws and] Ordinances applicable to ambulance or emergency ambulance service, and proof that the applicant has all required licenses and required equipment.~~
- (10) A statement that the applicant will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business.
- (11) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed registration license.

SEC 50-9089. REQUIREMENTS FOR ISSUANCE OF REGISTRATION LICENSE.

- (A) ~~The Fire Chief~~ EMS Chief or his/her designee may recommend the issuance of a registration ~~license to~~ the City Manager if he/she determines:
 - (1) That the applicant maintains a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the City and that the granting of such license will promote the health, safety, and general welfare of the general public.
 - (2) That the applicant has filed with the ~~Fire Department~~ EMS Chief or his/her designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee, agent, agent, or lessee. Applicant shall provide coverage in all categories equivalent to the 911 contract provider:
 - (3) Liability for injury to any one person, \$1,000,000
 - (a) Liability arising out of one occurrence, for injury to one or more persons arising out of ~~one occurrence~~, \$1,000,000.
 - (b) Property damage, per occurrence, \$1,000,000.
 - (c) The applicant has provided a certificate of malpractice insurance of \$1,000,000 for each claim. The applicant shall provide malpractice insurance on "occurrence" rather than a "claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract or the insurance policy expires.

(d) The certificate of insurance shall show general liability coverage for the applicant in the amount of \$1,000,000.00. If a license is issued, the licensee shall name the City as an additional insured on such policies.

(e) Insurance required under this section must include: (1) a cancellation provision in which the insurance company is required to notify the City EMS Department in writing not fewer than ten (10) days before canceling, failing to renew, or making a material change to the insurance policy; and (2) a provision to cover all vehicles, whether or not owned by the registrant, operating under the private ambulance service registration.

(4) That the applicant and applicant's agents and employees hold all licenses required by state laws.

(5) That a satisfactory method of communication between ~~licensee~~ registrant and the City EMS Department ~~Fire Department and Police Department~~, including any agency within the City which may be tasked with enforcement of this chapter, has been agreed upon.

(6) All applicants shall make their ambulances available for an inspection at a time and date set by the City EMS Chief ~~Fire Chief~~ or his designee.

(7) As a condition of obtaining a registration ~~license~~, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the City.

(B) The recommendation made by the City EMS Chief ~~Fire Chief~~ or his ~~her~~ designee may be appealed to the City Manager.

(C) The City Manager shall make a final determination which shall be final and not appealable.

(D) Issuance of Registration ~~License~~.

(1) After receipt of an application for ~~a license~~ registration as required by this chapter, the City EMS Chief and/or his/her designee shall consider such application and shall review any information the applicant may wish to present.

(2) Upon receipt of a recommendation by the ~~Fire Chief~~ City EMS Chief or his/her designee a final determination shall be made by the City Manager, which shall be final and conclusive and without appeal.

(E) ~~License~~ Registration Issuance Requirements.

~~¶~~The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the ~~licensing~~ registration of the proposed ambulance or transport service, the City Manager and/or his/her designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be

charged, the increase traffic congestion upon the streets of the City, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other facts as may be relevant to the above, including the services provided by the City EMS Department ~~Fire Department~~ at this time.

SEC. 50-91. - REQUIREMENTS FOR ~~LICENSEES~~ REGISTRANTS.

(a) Minimum equipment and facilities.

- (1) ~~The City designated 911 provider shall provide and maintain in a safe and operational manner a minimum of five ambulances with licenses issued by the state department of health in accordance with V.T.C.A., Health and Safety Code §§ 773.001 et seq. and 774.001 et seq.~~
- ~~(2) All persons operating such ambulances and rendering emergency service shall have all licenses and/or certificates required by state law and shall comply with all rules and regulations prescribed by the Texas sState of State Health Services. department of health. The primary ambulance(s) shall be type I or type III modules equipped with, at a minimum, advanced life-support capability. Except for time down for repairs, both units must be in service, or immediately available for service. If an ambulance is to be out of service for more than four hours, or if both units are out of service simultaneously, the licensee must obtain replacement units for the period of unavailability and must notify E.M.S.A.D. Units, equipment and supplies shall be maintained in sanitary conditions consistent with state department of health requirements. Each ambulance shall be identified by four-inch letters, numbers or a combination thereof prominently displayed on the sides, front and rear of each unit.~~
- ~~(3) All other non-emergency ambulance service providers (transport services) shall follow state guidelines on equipment, vehicles, and manpower requirements as set by state guidelines.~~
- (4) ~~The licensee registrant must demonstrate that a training facility of continuing education for licensee's registrant's staff, whether paid or volunteer, is readily available. The registrant licensee shall maintain an office in Hidalgo County which is accessible to the public and staffed at least 30 hours per week during normal working hours.~~

(b) Personnel and Staffing Requirements.

- (1) All ambulances of ~~the licensee~~ registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.
- (2) ~~Each member of the City's designated 911 provider's staff must have at least one year of EMS field experience.~~
- ~~(3) One hundred percent of the licensee's registrant's emergency response staff shall possess current basic EMT or higher qualifications.~~
- (4) The ~~licensee~~ registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by

~~registrant~~~~licensee~~ and which will allow the general public to readily identify such personnel as emergency ambulance personnel.

- (5) When on duty, ~~licensee's~~ registrant's personnel shall carry on their person photo identification cards and certifications issued by the state department of health establishing their certification.

(c) Operation of Ambulances.

- (1) No company, except as stated in Section 50-~~87~~ 88, shall operate any ~~emergency~~ ambulance upon the public streets in rendering ~~ambulance emergency~~ services in response to ~~emergency~~ calls unless holding a valid ~~license~~ registration from the City, and until such ambulance has been certified for such usage by the ~~Fire Chief~~ City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with all rules and regulations prescribed by the City, and shall have complied with the statutes of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose. ~~Only the designated 9-1-1 provider for the City is eligible to acquire the emergency license.~~
- (2) No company shall operate any ambulance upon public streets in rendering of non-emergency services, such as transferring patients from hospitals, nursing homes, physicians' offices or other medical facilities or private residences, unless holding a valid ~~license~~ registration from the City and until such ambulance has been certified for such usage by the City EMS Chief ~~Fire Chief~~ or his/her designee, and the owner of such ambulance and the person operating same have complied with the rules and regulations prescribed by the City, and have complied with the statutes of the state pertaining to the operation of ambulances and are holders of valid permits and/or licenses for such purposes. It shall be unlawful for any company to operate an ambulance within the City without displaying a valid City of Pharr private ambulance service registration license. ~~It is a defense to prosecution if the service originated outside the City.~~
- (3) ~~License~~ Private ambulance service registrant's ~~holder's~~ facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. ~~License~~ Registrant holder shall also make records available for review to applicable City staff to determine Ordinance compliance.
- (4) It shall be unlawful for the owner, operator, or any employee of an establishment or any person to knowingly hire or summons any ambulance in violation of this Ordinance.

SEC. 50-92. - TERM OF LICENSE; RENEWAL.

A private ambulance service registration expires one year from the date of issuance. ~~Any license granted shall be valid for a period of one year.~~ Furthermore, upon successful acquisition of a new ambulance service contract the ~~licensee~~ registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for ~~registration~~~~the license~~.

~~In the event of the termination of the ambulance service contract either by the City or the provider, any and all licenses granted in the fulfillment of the contract will become null and void and the licensee's fees paid for the license will be reimbursed on a per year basis only.~~What?

SEC. 50-93. – ~~LICENSE~~ REGISTRATION FEES.

(1) ~~License~~ *Registration Fees*. All registrations ~~licenses~~ issued under the terms hereof shall terminate one year from the date of issuance and may be renewed by filing a renewed application at least 30 days prior to such date. Prior to the issuance of an approved registration ~~license~~, the applicant shall pay a sum of \$500.00 to the City, which sum is considered as the reasonable and necessary cost to administer this chapter and ~~licenses~~ registrations issued hereunder.

(2) *Inspection fees*. A successful applicant shall pay for such license the sum of ~~\$150.00 per every ten ambulances presented for inspection,~~ which Said sum is considered as the reasonable and necessary cost to administer this chapter and ~~licenses~~ registrations issued hereafter. The registration ~~license~~ sticker must be displayed clearly on the left rear door of the ambulance. If the ambulance unit fails inspection, the company will be given 30 days to bring vehicle back for re-inspection, if the ambulance company is not in compliance within those 30 days, the ~~license~~ registration fee will not be refunded.

(2)

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS ~~RESPONSE TO CITY-ORIGINATED EMERGENCY CALLS REQUIRED.~~

A. It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the City EMS Department, or any town, county, state or agency of the United States, or duly appointed representative of the City, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service, transport service, or special event EMS service, upon the streets, alleys or any public way or place within the City, for the purpose of treating and/or transporting patients within the City, except in the following circumstances:

1. A person shall operate an emergency ambulance within the City to render assistance during a catastrophe or major emergency, whether an emergency exists, if requested to do so by the City EMS Department, in writing via mutual aid agreement, ~~or Police Department,~~ when City EMS Department emergency ambulances are determined to be insufficient in number or inadequate for other reasons.
2. A registered agency may operate a private ambulance within the City as a backup emergency ambulance if requested to do so by the City EMS

Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are not available for emergency calls, transport service, or special events.

~~3. A person may operate a private ambulance on an emergency run to a hospital within the City, if:~~

~~i. The emergency patient was picked up by the ambulance outside the City limits; and (ETJ??)~~

~~ii. The ambulance making the emergency run is licensed and operated in accordance with the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended.~~

4.3. A registered agency may operate a private ambulance on an emergency run if, upon providing transport within the City in response to transport that originated outside the City, the registered agency determines that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

5.4. A registered agency may operate a private ambulance on an emergency run if, while performing the service of maintaining a private ambulance at a particular location for a special event within the City, the registered agency determines that an emergency exists requiring a sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

6. ~~A registered agency may operate a private ambulance on an emergency run to transport vital organs, including, but not limited to, hearts, lungs, kidneys and eyes, to or from a hospital within the City. We don't have a hospital here right now.~~

~~7. A registered agency may operate a private ambulance, critical care transport ambulance, or other specialized emergency medical service vehicle on an emergency run to transport a newborn, pediatric or other critical care patient from a lower-level skill facility to a higher-level skill facility if:~~

~~i. The patient's doctor has determined that an emergency exists; and~~

~~ii. The patient is accompanied by a neonate, pediatric or critical care transport personnel.~~

B. This prohibition does not apply to the operation of an air ambulance that is regulated and certified by the U.S. Federal Aviation Administration and that is operating in compliance with state licensing requirements.

C. Any person who operates a registered private ambulance on an emergency run under this section shall, if requested in writing by the City EMS Department, within

10 days of each emergency run, submit to the EMS Chief a report describing the circumstances requiring the emergency run.

- D. In the event a patient dies while being transported from one place within the City to another place within or beyond its limits, the registrant of such ambulance shall:
1. Immediately notify the City EMS Department of such death, by two-way radio or telephone; and
 2. Within twenty-four (24) hours of the incident, file a written report with the Chief of Police upon such forms as he may provide or prescribe, giving all information therein required and any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

~~Each person filing an application to operate a non-emergency ambulance or ambulance service within the City shall be deemed, by the filing of such application, to agree to respond to all emergency calls when requested to do so by originating from the City's EMS Department Fire Department or Police Department or contracted 9-1-1 provider and the acceptance of such calls, except for justifiable cause, to be determined by the Fire Chief EMS Chief and/or his designee and shall be a condition for the continuation of the license to operate such ambulance or ambulance service. Failure to comply may result in the revocation of the registration license. Provided, however, that only the City EMS Department 9-1-1 approved applicant may respond to emergency calls. It is an affirmative defense to prosecution if an ambulance operates in violation of this Ordinance and was summoned for emergency mutual aid by the City EMS Department Pharr 9-1-1 provider, Police and/or Fire Department.~~

SEC. 50-95. - CANCELLATION OF LICENSE REGISTRATION. WHY DO WE HAVE THIS SECTION IT'S SIMILAR TO THE PENALTY ONE

~~Should any registrant licensee fail to respond to an emergency call as herein provided for, without justifiable cause, or fail to transfer call, render satisfactory and efficient emergency ambulance service, or provide mutual aid when requested or fail to comply with any of the provisions of this chapter the City Manager shall have the right to cancel any such license upon recommendation from the Fire EMS Chief and/or his designee. The finding of the City Manager on such issue shall be final, conclusive and non-appealable. Any registrant license holder cancelled under this section may not reapply for a license registration for a period of six months.~~

SEC. 50-96. - ALLOWABLE CHARGES.

- (a) Registrants ~~Licensees~~ are authorized to charge the rates prescribed and set forth in this division. The City will not guarantee payment of such fees, nor will it process

billing for the registrant ~~licensee~~. Fees shall be paid by persons receiving the service directly to the registrant ~~licensee~~. ~~Licensees~~ Registrants shall not charge for equipment, medical supplies and/or services provided by the City. Licensees shall not charge more than 125 percent of the Medicare prevailing rate for the City of Pharr and its E.T.J. for transportation. The City reserves the right and option to bundle bill and make adjustments as necessary for the betterment of the city.

(b) The following rates shall be charged for emergency ambulance services in the City:

Airway maintenance: BVM	\$25.00
Airway maintenance: Combi/tube	\$125.00
Airway maintenance: ET tube/holder	\$30.00
Airway maintenance: intubation	\$125.00
Airway maintenance: oral airway	<u>airway</u> \$3.50
Base rate: ALS*	\$600.00
Base Rate: BLS*	\$500.00
Blood sugar: accucheck/glucometer	\$5.00
Blood sugar: blood level strip	\$5.00
Blood sugar: lancets	\$1.00
Cardiac care: CPR	\$150.00
Cardiac care: defib pads	<u>\$90.00</u>
Cardiac care: defibrillation	<u>\$125.00</u>
Cardiac care: EKG electrode	<u>\$2.00</u>
Cardiac care: monitoring	<u>\$75.00</u>
Gloves	<u>\$2.00</u>
Hot pack/cold pack	<u>\$2.00</u>
Immobilization: backboard	<u>\$60.00</u>
Immobilization: cervical collar	<u>\$22.50</u>
Immobilization: head blocks	<u>\$25.00</u>
Immobilization: KED short board	<u>\$100.00</u>
Immobilization: splints	<u>\$20.00</u>

IV therapy: IO needle	\$35.00
IV therapy: IV disposable supplies	\$12.50
IV therapy: IV monitoring	\$65.00
IV therapy: NaCl 500 ml	\$1.50
IV therapy: saline lock disposable	\$22.95
IV therapy: IV start/attempt	\$125.00
Mileage: ALS (per mile)	\$12.00
OB kit	\$22.95
Oxygen: administration	\$43.00
Oxygen: mask	\$3.00
Oxygen: nebulizer	\$3.00
Pharmaceuticals: Adenocard 6 mg	\$115.75
Pharmaceuticals: Adenosine 6 mg	\$115.75
Pharmaceuticals: Albuterol .083%/2.5 mg.	\$4.35
Pharmaceuticals: Aspirin	\$1.00
Pharmaceuticals: Atropine sulfate 0.3 mg.	\$12.50
Pharmaceuticals: Atrovent 0.18 mg	\$15.00
Pharmaceuticals: Benadryl 50 mg	\$5.00
Pharmaceuticals: Dextrose 50%	\$15.00
Pharmaceuticals: Dopamine premix	\$47.75
Pharmaceuticals: Epinephrine 1:10,000 1 mg	\$12.50
Pharmaceuticals: Epinephrine 1:1,000 1 mg	\$10.00
Pharmaceuticals: Lasix 20 mg	\$10.00
Pharmaceuticals: Lidocaine	\$13.50
Pharmaceuticals: Lidocaine drip	\$30.00
Pharmaceuticals: Morphine sulfate 10 mg	\$6.00
Pharmaceuticals: Narcan 1 mg	\$30.00

Pharmaceuticals: Nitro spray	\$25.00
Pharmaceuticals: Oral glucose	\$10.00
Pharmaceuticals: Sodium bicarb 50 ml	\$30.00
Pharmaceuticals: Thiamine 100 mg	\$10.00
Pharmaceuticals: Lorazepam 2 mb	\$12.45
Pulse oximetry	\$27.00
Suctioning supplies	\$21.75
Treatment on-scene, transport refused AMA	\$50.00
Unit sterilization/prep	\$25.00
Waiting time, unusual, over 30 minutes (per ½ hr)	\$37.50
Wound care/bleeding control	\$20.00
Wound care: burn sheet	\$12.50
Wound care: Kerlix	\$3.00
Wound care: sterile 4x4	\$1.00
Wound care: sterile 5x9 ABD pad	\$1.00
Wound care: tape 1"–2"	\$1.50
Wound care: triangular bandage	\$2.00

<u>ALS 2 AMBULANCE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$2,000.00</u> <u>\$1,050.00</u>
<u>14-24 GAUGE CATHETER</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$30.00</u>
<u>AIRWAY MAINTENANCE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>ALCOHOL PREPS</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$2.20</u>
<u>ALS EMERGENCY AMBULANCE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$1,800.00</u> <u>\$850.00</u>
<u>ALS N-EMERGENCY AMBULANCE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$1,800.00</u> <u>\$850.00</u>
<u>ALS SUPPLIES</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$165.00</u>

<u>BAG VALVE MASK - ADULT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$50.00</u>
<u>BAG VALVE MASK - CHILD</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$45.00</u>
<u>BANDAGES 5X9 / DRESSINGS</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$30.00</u>
<u>BETADINE PREP</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$2.00</u>
<u>BLEEDING CONTROL PROCEDURE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>BLS EMERGENCY AMB</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$1,400.00</u> \$850.00
<u>BLS NON-EMERG (3RD TRIP)</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$1,400.00</u> \$850.00
<u>BLS NON-EMERGENCY TRANSPORT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$1,400.00</u> \$850.00
<u>BLS SUPPLIES</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>CARDIAC 12-LEAD/INTERPRETATION</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>CHEST DECOMPRESSION KIT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>CHEST DECOMPRESSION PROCEDURE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>CHEST TUBE MANAGEMENT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>CLOTH TAPE - 2"</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$5.50</u>
<u>CLOTH TAPE 1"</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$5.50</u>
<u>COLD PACK / HOT PACK</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$45.00</u>
<u>CPAP - CONT AIRWAY PRESS VENT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>CPAP CIRCUIT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>CPR</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>DEFIB / CARDIOVERSION</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$200.00</u>
<u>DIPHENHYDRAMINE HCL INJ 50 MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$59.00</u>
<u>DISPOSABLE BLANKET</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$15.00</u>
<u>DRUG - ADENOSINE 1 MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>

<u>DRUG - DILTIAZEM 5MG VIA IV</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUG - DOPAMINE HCL 40MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUG - ORAL GLUCOSE</u>	<u>Unit Price</u>	
<u>DRUG -METHYLPREDNISOLONE</u>	<u>Amount</u>	<u>\$75.00</u>
<u>125MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - ALBUTEROL 0.083% 3ML</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$30.00</u>
<u>DRUGS - ASPIRIN @ 81MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$4.00</u>
<u>DRUGS - ATROPINE @ 1MG 10ml</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$67.00</u>
<u>DRUGS - ATROVENT 0.5MG/2.5ML</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - BENADRYL 50 MG/ML 1ML1</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - DEXTROSE 50% 500ml</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - EPI 0.1 mg injectabl</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - EPI @ 1:10,000 1ml</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - FUROSEMIDE 20 MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - GLUCOSE 15G</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS IV NORMAL SALINE 250CC</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$35.00</u>
<u>DRUGS - LABETALOL 10MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - LACTATE RINGERS 1000ML</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - LIDOCAINE 1% 10ML</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - MAGNESUIM SULFATE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>DRUGS - MIDAZOLAM HCL 1 MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - MORPHINE SULFATE 2MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - NALOXONE 1 MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - Ondansetron HCl 1MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>

<u>DRUGS - PHENERGAN 25MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - SUCCINYLCHOLINE 20MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS - THIAMINE 100 MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$39.80</u>
<u>DRUGS- Fentanyl citrate IV</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>DRUGS -NITROGLYCERIN TAB/SPRAY</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$35.00</u>
<u>DRUGS-SODIUM BICARB 8.4% 50mEq</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>EKG - ELECTRO PADS DISPOSABLES</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$28.00</u>
<u>EKG - PAPER STRIPS DISPOSABLES</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$3.00</u>
<u>EKG "UNILEAD" 12 LEAD ELECTROD</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$70.00</u>
<u>EMESIS BASIN / BAG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$9.00</u>
<u>ENDTIDAL CO2 MONITOR-DETECTOR</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>ET STYLET - ADULT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$11.00</u>
<u>ET STYLET - CHILD</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$11.00</u>
<u>ET TUBE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$28.00</u>
<u>ET TUBE TAMER - ADULT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$3.00</u>
<u>ET TUBE TAMER - CHILD</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$3.00</u>
<u>EXTRA ATTENDENT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>GLOVES DISPOSABLES</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$7.00</u>
<u>GLUCOMETER</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$40.00</u>
<u>GLUCOSE MISC SUPPLIES</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$29.00</u>
<u>GROUND MILEAGE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$35.00\$25.00</u>
<u>IMMOBILIZATION - BACKBOARD SPL</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>IMMOBILIZATION - C-COLLAR</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>

<u>IMMOBILIZATION - HEAD BLOCKS</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$50.00</u>
<u>IMMOBILIZATION - SPIDER WEBING</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$25.00</u>
<u>IMMOBILIZATION PROCEDURE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>INTRAOSSSEOUS NEEDLE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>INTUBATION</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$150.00</u>
<u>IV - 10 GTTS MACRO SET</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$30.00</u>
<u>IV - DRIP SET</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$30.00</u>
<u>IV - LACTATED RINGERS 1000ML</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>IV - SALINE FLUSH 10CC</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$15.00</u>
<u>IV - START KIT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>IV - VENIGARD</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$15.00</u>
<u>IV - VENIGUARD</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$20.00</u>
<u>IV ADMIN SET</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$49.50</u>
<u>IV PUMP</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>IV SUPPLIES AND CATHETER</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$175.00</u>
<u>KERLEX</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$25.00</u>
<u>LEUR LOCK</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$25.00</u>
<u>MAC/LARYNGOSCOPE BLADE-ALL SZS</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$25.00</u>
<u>Midazolam hydrochloride 1MG</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>NASAL INTUBATION KIT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$75.00</u>
<u>NEBULIZER</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$28.50</u>
<u>NEBULIZER MASK</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$40.00</u>
<u>NEEDLE 18G - 22G</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$20.00</u>
<u>NON-COVERED MILEAGE</u>	<u>Unit Price</u>	<u>\$35.00</u> <u>\$25.00</u>

	<u>Amount</u>	
	<u>Unit Price</u>	
<u>NON-REBREATHER MASK</u>	<u>Amount</u>	<u>\$45.00</u>
	<u>Unit Price</u>	
<u>NON-REBREATHER MASK</u>	<u>Amount</u>	<u>\$45.00</u>
	<u>Unit Price</u>	
<u>NPA (NASAL PHARYNGEAL AIRWAY)</u>	<u>Amount</u>	<u>\$20.00</u>
	<u>Unit Price</u>	
<u>O2 TUBING</u>	<u>Amount</u>	<u>\$8.00</u>
	<u>Unit Price</u>	
<u>ONDANSETRON HYDROCHLO INJ 1MG</u>	<u>Amount</u>	<u>\$36.00</u>
	<u>Unit Price</u>	
<u>OPA (ORAL PHARYNGEAL AIRWAY)</u>	<u>Amount</u>	<u>\$6.00</u>
	<u>Unit Price</u>	
<u>OXYGEN</u>	<u>Amount</u>	<u>\$75.00</u>
	<u>Unit Price</u>	
<u>OXYGEN MASK/NASAL CANNULA</u>	<u>Amount</u>	<u>\$50.00</u>
	<u>Unit Price</u>	
<u>PILLOW DISPOSABLES</u>	<u>Amount</u>	<u>\$10.00</u>
	<u>Unit Price</u>	
<u>PULSE OXIMETRY</u>	<u>Amount</u>	<u>\$30.00</u>
	<u>Unit Price</u>	
<u>RAPID SEQUENCE INDUCTION</u>	<u>Amount</u>	<u>\$150.00</u>
	<u>Unit Price</u>	
<u>RATE FLOW EXTENSION SET</u>	<u>Amount</u>	<u>\$75.00</u>
	<u>Unit Price</u>	
<u>RETURNED CHECK FEE</u>	<u>Amount</u>	<u>\$25.00</u>
	<u>Unit Price</u>	
<u>ROTOR</u>	<u>Amount</u>	<u>\$27,500</u>
	<u>Unit Price</u>	
<u>ROTOR MILEAGE</u>	<u>Amount</u>	<u>\$250.00</u>
	<u>Unit Price</u>	
<u>Special Care Transport (SCT)</u>	<u>Amount</u>	<u>\$2,000.00</u>
	<u>Unit Price</u>	
<u>SHEETS DISPOSABLES</u>	<u>Amount</u>	<u>\$16.50</u>
	<u>Unit Price</u>	
<u>SPECIALTY CARE TRANSPORT</u>	<u>Amount</u>	<u>\$1,050.00</u>
	<u>Unit Price</u>	
<u>STERILE - 4X4 OR 2 X 2</u>	<u>Amount</u>	<u>\$12.10</u>
	<u>Unit Price</u>	
<u>SUCTION - AIRWAY MAINT</u>	<u>Amount</u>	<u>\$30.00</u>
	<u>Unit Price</u>	
<u>SUPERGLOTIC AIRWAY</u>	<u>Amount</u>	<u>\$150.00</u>
	<u>Unit Price</u>	
<u>SYRINGE 1CC - 10CC</u>	<u>Amount</u>	<u>\$15.00</u>
	<u>Unit Price</u>	
<u>TRAUMA CONTROL PROCEDURE</u>	<u>Amount</u>	<u>\$150.00</u>

<u>TREATMENT / NO TRANSPORT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$50.00</u>
<u>VACUTAINER HOLDER</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$5.50</u>
<u>VACUTAINER LUER ADAPT / NEEDLE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$5.50</u>
<u>VENT - SINGLE USAGE CIRCUIT</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$50.00</u>
<u>VENTILATOR AIRWAY MAINTANCE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$100.00</u>
<u>WAITING TIME 1/2 HR INCREMENTS</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$50.00</u>
<u>WC MILEAGE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$3.00</u>
<u>WHEELCHAIR BASE</u>	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$20.00</u>
	<u>Unit Price</u>	
	<u>Amount</u>	
	<u>Unit Price</u>	
	<u>Amount</u>	<u>\$25,000</u>
<u>Fixed Wing</u>	<u>EMS</u>	
	<u>DEDICATED</u>	
<u>Fixed Wing Mileage</u>	<u>SPECIAL EVENT</u>	<u>\$250.00</u>
	<u>Services</u>	
	<u>Unit Price</u>	
	<u>Amount</u>	
	<u>Unit Price</u>	
	<u>Amount</u>	
<u>MICU Ambulance</u>		<u>\$140.00</u>
	<u>Unit Price</u>	
	<u>Amount</u>	
<u>ALS Ambulance</u>		<u>\$125.00</u>
	<u>Unit Price</u>	
	<u>Amount</u>	
<u>BLS Ambulance</u>		<u>\$118.00</u>
	<u>Unit Price</u>	
	<u>Amount</u>	
<u>EMT-Paramedic</u>		<u>\$45.00</u>
	<u>Unit Price</u>	
	<u>Amount</u>	
<u>EMT-Advanced</u>		<u>\$37.50</u>

* If patient is pronounced dead at the scene of an incident after the ambulance is called, charges will be limited to base rate and any supplies used at the scene.

SEC. 50-97. -RECORDS REQUIRED.

~~The registrant licensee shall keep t~~True and accurate records of ~~its~~ activities in the City ~~shall be kept as required by local, state, and federal law, -and its E.T.J.,~~ including the following:

- (1) The number of emergency calls made;
- (2) The name of the person requesting emergency service, and the location thereof;
- (3) The time that the call was received, the time that the ambulance was dispatched and the time of arrival at the destination (the response time);
- (4) The nature of the call; and
- (5) The charges made for the call.

SEC. 50-98. - CITY'S RIGHT OF INSPECTION.

The City reserves the right to periodically inspect each and every registrant ~~licensee~~, including inspection of all permits, licenses, certificates, records, and equipment of registrant ~~licensees~~ to ensure that all requirements of this division are being met, that the equipment provided meets all legal requirements, and to ensure that the personnel operating ambulances and rendering service hold current valid certifications issued by the state department of health and are properly trained in the operation of the ambulance, the use of all equipment and the performance of all required procedures.

SEC. 50-99. RESERVED RIGHTS OF CITY.

The City reserves the right to grant an exclusive contract, enter Interlocal Agreements and Mutual Aid Agreements, -for emergency ambulance service for such period of time as it deems necessary to a qualified registrant ~~licensee~~ upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. If so designated, only the City EMS Department or its Designated ~~911-P~~ provider

shall respond to 911 emergency calls. ~~The City also reserves the right to render emergency ambulance service with its own equipment and personnel.~~

~~SEC. 50-100. SUBSIDY BY CITY TO LICENSEE.~~

~~In the event the City enters into an exclusive contract for emergency ambulance service, the City may pay a subsidy to the ambulance service provider as part of such contract.~~

SEC. 50-100~~1~~. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The registrant ~~licensee~~, as a condition of the issuance of a registration ~~license~~ under this division, agrees to assume all risks incident to or in connection with the operation of an ambulance service within the City and its extraterritorial jurisdiction, and agrees to be solely responsible for all accidents, injuries, or damages of whatever nature to persons or property caused by or resulting from the registrant's ~~licensee's~~ operation. The registrant ~~licensee~~ shall indemnify and hold harmless the City, its officers, ~~agents~~agents, and employees from any and all claims, suits, losses, damages, liens, or injuries to persons or property of whatever nature arising directly or indirectly from the registrant's ~~licensee's~~ operation.

SEC. 50-101. UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

It shall be unlawful for any person to intentionally or knowingly:

- A. Follow any police car, ambulance or fire apparatus which is responding to an emergency call on the streets of the City.
- B. Solicit on the streets of the City the business of transporting injured or sick persons.
- C. Intercept any communication concerning emergency incidents within the City and divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication and no such solicitor, owner or person, not being entitled thereto, shall receive or assist in receiving any such message emanating through the radio medium of the EMS, Police, or Fire Department for his own benefit or for the benefit of another solicitor, owner, operator, or person in the business of furnishing ambulance service.
- D. Use on a vehicle a siren and/or emergency warning light(s) without prior authorization by the City EMS Chief, unless on an emergency run.
- E. Use a uniform, insignia, badge, title, identification card, or vehicle marking for the purpose of identification to the public or others as an authorized provider of emergency medical services without prior approval from the City EMS Chief.
- F. Operate or cause to be operated an ambulance on any street of the City or provide ambulance standby services at any location within the City without first having registered in accordance with this Ordinance or unless exempted therefrom by the provisions of this Ordinance.
- G. Operate a private ambulance or use any equipment in providing private ambulance service that fails to comply with all minimum safety and equipment

standards for a basic life support vehicle by the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended, or by any rule or regulation promulgated under that act.

- H. Sell or attempt to sell any plan including subscription to provide any ground ambulance services within the City limits which are not allowed by this Ordinance or any applicable law. *What about ETJ??*
- I. Request the services of any ambulance which is not registered in accordance with the provisions of this Ordinance or exempted therefrom by the provisions of this Ordinance.
- J. Give false information to induce the dispatch of an ambulance or helicopter rescue unit.
- K. Give false information on applications for private ambulance registration.

SEC. 50-102. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

- (1) Pharr Police Department Officers may assist in the enforcement of this Ordinance. A police officer, upon observing a violation of this Ordinance or the rules and regulations established by this Ordinance, may take necessary enforcement action to ensure effective regulation of private ambulance service.
- (2) Any person, company, ~~registrant~~*registrant*, or emergency service provider who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and each day the violation continues shall be a separate offense. Each offense shall be punishable by a fine not to exceed Five Hundred (\$500.00) dollars.
- (3) Any person, company, registrant, or emergency service provider who violates this Ordinance may have its registration cancelled by the City Manager on recommendation of the EMS Chief or his or her designee.
- (4) The City Manager may enforce this Ordinance through injunctive relief and any other relief in a court of competent jurisdiction.
- (5) This section shall not serve to limit any other remedies available to the City in law or equity.
- (5)(6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

~~Any person, company, registrant licensee or emergency service provider who knowingly violates any provision of this chapter may be fined no more than \$1,000 per violation or have its license registration canceled by the City Manager on recommendation of the Fire EMS Chief or his or her designee. In addition to the above, the City may enforce this chapter through injunctive relief and any other relief in a court of competent jurisdiction.~~*registrant*

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants ~~Licensees~~ shall file a monthly written report to the EMS ~~Fire~~ Chief or his or her designee within ten days after the last day of each month, setting forth the date and time of each emergency call, the origin thereof, the address where such call was made, the place where such user was delivered, the elapsed time between receipt of call and completion of service.

SECTION 20: REPEAL OF CONFLICTING ORDINANCE

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 21: SEVERABILITY

The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part thereof.

SECTION 22: PUBLICATION; EFFECTIVE DATE

~~The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect upon its passage on May 5, 2021.~~

~~PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 20____.~~

CITY OF PHARR, TEXAS

Ambrosio Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: September 1, 2022

MEETING DATE: September 6, 2022

FROM: Olga Lerma, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Ordinance adopting Grants Management Policies and Procedures Manual (*1st Reading*). This item supports **SG - Sound Governance and Fiscal Transparency**.

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Grants Management Policies and Procedures Manual.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Lerma
Cynthia Garza
Patricia Rigney
City Management Office

Created/Initiated - 9/1/2022
Approved - 9/2/2022
Approved - 9/2/2022
New -

ORDINANCE NO. O-2022-__

AN ORDINANCE, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS GRANTS MANAGEMENT; ADOPTING THE CITY OF PHARR GRANTS MANAGEMENT POLICIES & PROCEDURES MANUAL AS THE AUTHORITATIVE GUIDE TO GRANTS MANAGEMENT; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as Grants Management agent for the City of Pharr. These grant management policies and procedures manual outline the administrative Standard Operating Procedures (SOPs) with respect to grants and related activities for the City of Pharr (the “City”).

This grant management policies and procedures manual aims to develop, implement, and maintain meaningful grant oversight and coordination for the City, thereby increasing grant-related revenues, limiting the City’s exposure to grant-related legal liability, and improving the efficiency and impact of programs and services funded through grants. Regulations for grants the use of grant funds outlined in this manual shall apply to all activities financed by any funds for which the City of Pharr has grantee responsibility, including state, federal, or private grants, unless the terms of the said grant require differently. Therefore, the City of Pharr shall adopt such rules and regulations as they deem necessary governing requisitions and business transactions between themselves and the City's department heads, officers, and employees.

SECTION 2: REPEALING CLAUSE. This Ordinance and the attached grants management policies and procedures manual shall be enforced and applied to all personnel and agents of the City of Pharr and vendors. This Ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished and repealed to the extent of the

conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above-described Ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any sections, parts, or conditions of this Ordinance.

SECTION 4: PUBLICATION, EFFECTIVE DATE. The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of September 2022.

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Hilda Pedraza, City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of September 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____day of SEPTEMBER 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: August 16, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Bridge Board. This item supports **SG- Sound Governance and Fiscal Transparency.** **(TABLED)**

Classification: Regular

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

Issue: The term of Board member, Luis Eduardo Flores, expires August 1, 2022. Board member has expressed interest in continuing to serve.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends re-appointment of Bridge Board member.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Luis Bazan

Patricia Rigney

City Management Office

Created/Initiated - 8/16/2022

New -

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2022- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

WHEREAS, Ordinance No. O-2007-48 allows for the appointment of a person to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr; and

WHEREAS, the term of Luis Eduardo Flores (Position #5) expires on August 1, 2022 and appointment/re-appointment of one (1) member to the Toll Bridge Board is needed at this time.

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

The following member is hereby appointed/re-appointed to the Toll Bridge Board:

<u>NAME</u>	<u>POSITION # 5</u>
1.	LENGTH OF TERM (3-Year term to expire 8/01/25)

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of August, 2022.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: August 16, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Pharr Economic Development Corporation II Board of Directors. This item supports **SG - Sound Governance and Fiscal Transparency.** **(TABLED)**

Classification: Regular

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

Issue: To be discussed in City Commission.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Hilda Pedraza

Victor Perez

Patricia Rigney

City Management Office

Created/Initiated - 8/16/2022

New -

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2022-__

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.; and

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the terms of Marty Moore, Efrain Matamoros, Reynaldo Perez, and Mario Lizcano will expire on September 3, 2022; and

WHEREAS, appointment/re-appointment of four (4) members needs to be made at this time.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

<u>NAME:</u>	<u>LENGTH OF TERM:</u>
1.	2 years (expiring 09-03-24)
2.	2 years (expiring 09-03-24)
3.	2 years (expiring 09-03-24)
4.	2 years (expiring 09-03-24)

Said Directors shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of August, 2022.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: September 1, 2022

MEETING DATE: September 6, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution adopting the updated City Fiscal and Accounting Management Policies. This item supports **SG - Sound Governance and Fiscal Transparency**.

Classification: Regular

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

Issue: The City currently has fiscal policies covering debt, use of funds, etc. Now we would like to update our fiscal policies to include Post-Issuance Compliance, which was last updated in February 2021.

Fiscal Consideration: n/a

Staff Recommendation: To Approve

Alternatives: NOT APPROVE

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 9/1/2022

Approved - 9/1/2022

Approved - 9/1/2022

Final Approval - 9/2/2022



City of Pharr

Financial and Accounting
Management Policy Statements

Updated August 29th, 2022

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City of Pharr, Texas
Financial and Accounting Management Policy Statements

The City of Pharr's Finance Department has been entrusted with the responsibility of ensuring all City funds are being expended in the most efficient manner possible. The policies and procedure set forth in this manual have been developed with the goal of ensuring that expenses are recorded in a manner consistent with Generally Accepted Accounting Principles (GAAP).

All expenses recorded in the City's financial system should also include enough detail, approvals, and account numbers to ensure that department expenses are being properly recorded. The approval process that is required on the policies accompanying this manual has been developed with enough internal controls in place to safeguard all city property.

CUSTODIAN OF FUNDS

Per City Charter, the City Manager shall be held responsible to the Board of Commissioners for the execution of the laws and the administration of the government of the City. Therefore, the City Manager is the official custodian of all City and grant funds, and by way of the Director of Finance authorizes the disbursement of City and grant funds consistent with accounting procedures of the American Institute of Certified Public Accountants and/or procedures set forth by the Government Finance Officers Association (GFOA).

OPERATING BUDGETARY POLICIES

Fiscal Year

The City's fiscal year has been established as the period beginning October 1st and ending September 30th of the subsequent year.

Budget Preparation Guidance

The City budget will be prepared in accordance with State Law, City Charter, and standards established by both Governmental Accounting Standards Board and the Government Finance Officers Association (GFOA). The budget will be comprehensive in nature and address all revenue and expense related funds of the City.

GFOA Distinguished Budget Program

The City will submit its official budget each year to the GFOA with an application for the Distinguished Budget Program. This will be the third year that the City submits an official budget and participate in the program. We have received the budget award the fifteen fiscal years and we believe that this budget continues to meet the GFOA requirements.

Designated Budget Officer

The City of Pharr does not have a formal budget department. The primary responsibility for the budget process has been given to the City Manager and delegated to the Finance Director. The City Manager, designated as the City Budget Officer, is responsible for the development of the annual budget to be submitted to the City Commission for approval and adoption.

Funds Included in the Annual Budget

Annual appropriated budgets are adopted for all funds with revenue and expenditure activities. The budget shall include all of the City's governmental; fiduciary, and proprietary funds.

The governmental funds consist of the general fund, the special revenue funds, the debt service fund, and the capital projects fund. There are currently no fiduciary funds. The proprietary funds consist of enterprise and internal service funds.

Basis of Accounting

Budgets are adopted on a basis consistent with generally accepted accounting principles. The legal basis of accounting for budgetary purposes within the governmental funds, consistent with generally accepted accounting principles, is the modified accrual basis. The proprietary and fiduciary funds are budgeted, using the accrual basis of accounting. Under accrual accounting, transactions and events are recognized as revenues/gains or expenses/losses when they occur, regardless of the timing of related cash flows. On the other hand, under the modified accrual basis, not only must the underlying revenue transaction have occurred but also the related cash flow must take place within a short-enough period to have an effect on current spendable resources. Therefore, revenues must be both measurable and available when and event or transaction is expected to draw upon current spendable resources. Transfers are recognized in the accounting period in which the interfund receivable and payable arises. This basis of accounting is the same basis used in the year-end audited financial statements.

The basis for any accounting system is a good chart of accounts. It is especially important for purchasing accounts because a good chart of accounts allows the records to show purchased goods and services accurately and in appropriate detail. Recording all transactions in a consistent manner, by properly assigning the correct account numbers, will allow the City to possibly identify and track trends pertaining to revenues or expenses which may help City operations run more efficiently.

Included in this policy is a basic chart of accounts for accounting.

Outlined below is a general setup for accounting codes.

The account and fund structure presented here is only offered as a guide.

Expense account numbers are typically setup in the following format: **FF-DDDDD-AAAA-SS**

FF = Fund Number, DDDDD = Department Number, AAAA = Account, SS = Sub Account Number

The first two digits represent the fund number. They are as follows:

01- General Fund	40- General CIP
02- General Contingency Fund	50- Debt Service
20- Hotel/Motel Fund	55- City Garage
21- Seized Assets Fund	57- Health Insurance Fund
22- Parkland and Dedication Fee	60- Utility Fund
24- Paving and Drainage	61- Utility CIP
25- Special Revenue Fund	62- EMS
30- Community Development Block Grant	63- Fiber Optic
32- Grants	70- Pharr International Bridge
33- COVID Relief Fund	71- Pharr International Bridge-CIP
35- Series 2018	75- Tierra Del Sol Golf
36- Series 2019	81- Greater Chamber of Commerce
37- Series 2020	84- TIRZ No. 1
38- Tax Notes	85- TIRZ No. 2
39- Series 2017	86- PEDC
	88- Pharr Housing Finance Corporation
	89- Jackson Place Apartments
	95- Payroll Fund

To begin an understanding of the City's operations and its annual funding, a brief overview of the City's fund structure is presented, it is as follows:

Fund Classification Fund Type City Funds	Governmental			
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS
General		Seized Assets	Debt Service	General Capital Projects
General Contingency Reserve		CDBG	Tax Notes 2017	2017 Series Capital Projects
Payroll		Hotel/Motel		Tax Notes 2017
General Escrow Special Revenue Fund		Parkland Dedication		2018 Series Capital Projects
		Grants		2020 Series Capital Projects
		Paving & Drainage		Utility Capital Projects
				Bridge Capital Projects

Fund Classification Fund Type City Funds	Proprietary	
	ENTERPRISE	INTERNAL SERVICE
Utility		City Garage
EMS*		Health Insurance Claims Funds*
Fiber/Broadband*		
Golf Course		
Bridge		

Component Units	
BLENDED	DISCRETE
TIRZ No.1	Pharr Housing Finance Corporation (PHFC)
TIRZ No.2	Jackson Place Apartments
	Pharr Economic Development Corporation (PEDC)
	Greater Chamber of Commerce

General Fund Departments

510000	Office of City Manager (OCM)
511000	Finance
512000	Police
513000	Purchasing
514000	Municipal Court
515000	Fire
516000	Office of Code Enforcement and Building
517000	Public Works
518000	Innovation & Technology
519000	Office of City Communications
520000	Municipal Library
521000	Grants Management
522000	Parks & Recreation
523000	Office of Strategic Excellence
524000	Legal
525000	Office of Public Safety Communications
526000	Human Resources
527000	Development Services
528000	Engineering
530000	Non-Departmental

Budgetary Control

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding: (1) the safeguarding of assets against loss and unauthorized use, and (2) the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that (1) the cost of controls should not exceed the benefits likely to be derived, and (2) the evaluation of cost and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. The auditors believe that the City's internal controls adequately safeguard assets and provide reasonable assurance of the proper recording of financial transactions. Key controls are evaluated continually.

Budgetary control is maintained through a monthly line-item review by all departments. A reminder is sent to all department managers on the need to analyze their monthly financial reports. Monthly reports are available for each department reflecting current and accumulated expenditures as well as the percent of budget expenditures compared to percent of current year. A member of the accounting team identifies possible future overruns and communicates that information to the department managers for correction.

Balance Budget

The Budget Officer is required to submit a balanced budget. A balanced budget is one in which total financial resources available, including prior year's ending financial resources plus projected resources, are equal to or greater than the budgeted expenditures/expenses. Expenditures may not legally exceed budgeted appropriations at the fund level. During the year, supplementary appropriations may be necessary. When appropriate, The City will use funds from the Fund Balance to balance the budget. The City will avoid budgetary practices that raise the level of current expenditures/expenses to the point that future years' operations are placed in jeopardy.

Budgeted Tax Rates

Prior to adopting the budget tax rate, including the levy, the City Commission shall hold a public hearing according to the dates established in the budget calendar. The City Commission shall provide for public notice of the date, time and location of the hearing.

Public Hearings, Accessibility of Budget to the Public

The City's policy is to have at least one public hearing on the proposed budget at a duly advertised public meeting. The public meeting will be advertised at least one week prior to the budget being finally adopted. The Officer shall file the final proposed budget with the City Secretary, Library, and post it online soon after the City Commission adopts it. The budget shall be available for inspection by any taxpayer.

THE BUDGET PROCESS

Original Budget

The budget process for developing, adopting, and implementing the budget includes the following:

Annual budgets are legally adopted for all funds of the City that have revenue and expenditure related activities. The City Charter states that between sixty (60) and ninety (90) days prior to the end of the fiscal year, the City Manager is required to submit to the Board of Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes the proposed expenditures/expenses and the proposed method to finance them.

At the inception of the budget process, a budget calendar is prepared, which presents in chronological order, specific events that take place during the process as well as the timing of each. The budget calendar for this year's process immediately follows this discussion of policies and procedures.

Dates for public hearings, the purpose of which are to obtain taxpayer's comments, are set by the Board of Commissioners at the time the budget is submitted to that body. The Board Commissioners may add to, subtract from or change appropriations, but may not change the form of the proposed budget. Any changes must be within the revenue and reserves estimated as available by the City Manager. Prior to September 25 of each year, the budget is legally enacted through the passage of an ordinance.

The appropriated budget is prepared by fund and department. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

During April and May of each year, department managers prepare departmental budget requests for which each is responsible. During the month of June, budget hearings are held with the department managers. Following the budget hearings with the department managers, the Budget Officer makes any changes to their requests, which he/she deems appropriate. The result is the Officer's recommended budget. During the mid-to-latter part of July, the Officer presents his recommended budget to the City Commission in budget workshops. As a result of the City Commission's comments during these workshops, changes are made to the Officer's recommended budget. The budget reflecting these changes is the proposed budget.

Prior to September 1st of each year, the Officer is required to submit to the City Commission a proposed budget for the fiscal year beginning on the following October 1st. The target due date for submitting the proposed budget, resulting from budget workshop hearings, shall be no later than two to three weeks before the end of the fiscal year. The final budget, which is to be considered for adoption, shall be submitted no later than one week before the end of the fiscal year.

Prior to October 1st, the City Commission through the passage of an ordinance legally enacts the budget. The budget will be implemented on October 1st. The ordinance approving and adopting the budget appropriates spending limits at the fund level.

Revisions to the Adopted Budget

At any time during the fiscal year, the City Manager can reallocate any expenditures within a fund without the approval of the Board of Commissioners if total allocations stay as originally adopted. City Manager shall also have the authority to make FTE changes which shall be subject to ratification by City Commission through a Budget Amendment. Department Directors can also request reallocation of expenses with approval of City Manager through a Budget Adjustment Request Form provided by Finance Department; reallocations from personnel accounts, however, shall only be requested after pre-approval of both; City Manager and Human Resources.

Monitoring Compliance with the Budget

Reports comparing actual revenues and expenditures/expenses to budgeted amounts are prepared and carefully monitored monthly to determine whether estimated revenues are performing at/or above levels budgeted and to ascertain those expenditures/expenses are following legally adopted budget appropriations.

Duration of Budgeted Revenues and Appropriations

Budgeted revenues and appropriations lapse at the end of each fiscal year.

REVENUES POLICIES

Balance and Diversification in Revenue Sources

The revenue goals for the City of Pharr are diversified in nature to assist the city in meeting its mission of providing services to its citizens. Major sources of revenues consist of sales, property, gross receipts and utility taxes, charges for services and grants and contributions. Other revenue sources contributing to the City's mission include assessments, fines and forfeitures, investment income, building permits, certificates of inspection and miscellaneous income.

User Fees

For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services, excluding credit card usage and several recreation programs.

The City Commission shall determine the appropriate cost recovery level and establish the fees. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary.

Revenue Recognition

Governmental Funds - Modified Accrual

Governmental funds recognize revenue in the accounting period in which they become susceptible to accrual. Susceptible to accrual means that revenues are both measurable and available to finance expenditures of the fiscal period. Financial resources are available only to the extent that they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The availability period used for revenue recognition is generally 60 days.

Revenue Sources

A. Sales Taxes

Revenue is recorded when the underlying exchange occurs. Cash is received after 2 months. Amounts collected in October after year-end are subject to accrual and are recognized as revenues in September. Derived tax revenues result from assessments imposed by the City on exchange transactions. Examples include taxes on food, liquor, groceries, cigarettes and retail sales of goods and services.

The principal characteristics of these transactions are (1) the City imposes the provision of resources on the provider (the entity that acquires the income, goods, or services) and (2) the City's assessment is on an exchange transaction, such as the exchange of motor fuel for the market price of the fuel. Periodically, enabling legislation may require a particular source of derived tax revenues to be used by the City for a specific purpose or purposes such as revenues resulting from a motor fuel tax being required to be used for road and street repairs.

In contrast to time requirements, purpose restrictions do not affect the timing of recognition for any class of non-exchange transactions for the City. Rather, purpose restrictions report resulting net position or fund balance (as appropriate) as restricted until the resources are used for the specified purpose or for as long as the provider requires the resources to be maintained intact (for example, endowment principal).

B. Ad Valorem

Property taxes are recognized as revenues when they become measurable and available to finance expenditures of the current period. Taxes levied each year are recorded as revenue in that fiscal year at the time that cash is received. Property taxes attach as an enforceable lien on property as of January 1 based on the assessed value of the property. Taxes are levied in October and are due and payable on or before January 31.

Taxes are typically remitted during the year for which they are levied. Delinquent taxes are determined to be taxes remaining uncollected at the end of the year for which the taxes were levied.

Property tax revenue is recognized in the fiscal year for which taxes have been levied, provided the "available" criteria are met. The property tax assessment is made to finance the budget of a particular period and the revenue produced from any property tax assessment is recognized in the period for which it was levied.

When property taxes receivable is recognized, or when property taxes are collected in advance of the year for which they are levied, they are recorded as deferred inflows of resources and recognized as revenue in the year for which they are levied. Property tax revenues are recognized when they become available.

Available means then due, or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. Such time thereafter shall not exceed 60 days. If, because of unusual circumstances, the facts justify a period greater than 60 days, the City will disclose the period being used and the facts that justify it. All property tax assessment, billing and collection functions are handled by The Hidalgo County Tax Collector. Taxes collected are remitted to the City by Tax County Collector in the month week subsequent of the actual collection date. Taxes held by the County Collector, if any, are recorded as property tax receivable.

B. Franchise Taxes

The Franchise tax is a tax on the total gross revenues of a company, regardless of their source, conducting business within the confines of the Pharr city limits. These taxes are recognized in the fiscal year for which taxes have been imposed on transactions and are payable to the City annually. Revenue is recognized under the modified accrual basis of accounting.

C. Charges for Services

Charges for services includes fees generated for user fees for the recreation, fees collected by the library and fees imposed by the Police and Fire Departments. Revenue is recognized under the modified accrual basis of accounting. Citizens or others pay user fees as charges for specific goods or services. Revenues from user fees are recognized in the period earned, regardless of when cash is received. Revenues from some user fees (for example, pool fees) are earned at the time they are collected. In other cases, the entity may provide the service before the fee is charged, for example, ambulance services provided by the fire department. In these cases, the City recognizes fee revenue and receivables when the service is performed

D. Intergovernmental

Intergovernmental revenue includes grant revenue and other payments from governmental entities. Revenue is recognized when eligible expenditures have been incurred against a fully executed grant agreement. For the timing requirement of revenue recognition for grants to occur on the modified accrual basis, the criteria established for accrual-basis recognition is met and the revenues are available. "Available" means that the City has collected the revenues in the current period or expects to collect them soon enough after the end of the period (within 60 days) to use them to pay liabilities of the current period when all eligibility requirements have been met. Advance receipts or payments for use in the following period are reported as deferred in flows of resources or Unearned Revenue.

E. Fines and Forfeitures

For municipal court fines and forfeitures, Revenue from fines should be recognized in the period the City has an enforceable legal claim to the amounts, regardless of when cash is received. Conditions that constitute an enforceable legal claim for fines include (a) the date by which an individual may contest a court summons expires and the fine is automatically imposed, (b) the offender pays the fine before the municipal court date, or (c) the municipal court imposes the fine. Appropriate allowances should be made for uncollectible fines and fines expected to be waived through an appeals process.

Enterprise Funds -Full Accrual

Enterprise Funds recognize revenue when transactions take place, not the actual transfer of money. Revenue is recognized when income is earned.

Revenue Sources

A. Water and Sewer Charges

Water and Sewer charge revenue is recognized after service is provided and bill is issued. A receivable account is created every time a bill is generated, and payments get credited to the receivable account.

Enterprise Funds recognize revenue when transactions take place, not the actual transfer of money. Revenue is recognized when income is earned.

Revenue Sources

B. Broadband Charges

Broadband charge revenue is recognized when bill is issued. This bill is charged in advance as opposed to Water and Sewer charges, therefore a receivable is created when bill is generated, and this gets credited as payments are received.

C. Ambulance Service Charges

Ambulance charge revenue is recognized when service is provided, and bill is generated. A receivable account is created every time a bill is generated with it respective allowance for uncollectible (see Allowance for Doubtful Accounts Section).

D. Toll Fees

Toll fee charges are recognized when earned.

Recognition of Accounts Receivable and Revenue

Governmental Funds

A governmental fund recognizes revenues using the modified accrual basis of accounting in the accounting period the revenues become both, measurable and available to finance expenditures of the fiscal period.

Per GASB No. 65 paragraph 30; when an asset is recorded in governmental fund financial statements, but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

The following receivable accounts are recorded as an asset with a liability of deferred inflow:

- a. Property Taxes
- b. Library Fines
- c. Warrants Receivable
- d. Utility Accounts
 - a. Sanitation and Debris
 - b. Paving and Drainage

Proprietary Funds

A proprietary fund recognizes revenues using the full accrual basis of accounting. GASB 65, paragraph 30, is NOT applicable to proprietary funds.

The same amounts of receivables are recognized under either the modified or full accrual basis. The difference of the two bases is in the recognition of revenues.

For Modified accrual:

Report deferred inflow of resources on the balance sheet for:

1. Revenues earned but not available
2. Intra-entity sales of future revenues (unearned but available) between the primary government and a component unit.

Report unearned revenue as a liability for derived revenues received in advance (unearned but available).

Grant Revenue

Grant revenue for the City of Pharr is recognized when earned subject to criteria eligibility compliance.

When a Grant is awarded but not yet received, a receivable is created.

When a grant is awarded and prepaid, a deferred inflow is recognized in the balance sheet as a liability and revenue is recognized only when earned.

Cost Accounting

It is the policy of the City to allocate to each department level, costs to the extent that it is practical and in accordance with the cost/benefit approach of accounting.

Property Tax Revenues/Tax Burden

The City shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees, and economic development. The City shall also strive to minimize the property tax burden on Pharr citizens.

Utility/Enterprise Funds User Fees

It is the intention of the City that all utilities and enterprise funds be self-supporting. As a result, utility rates and enterprise funds user fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements, and provide adequate levels of working capital. The City shall seek to eliminate all forms of subsidization to utility/enterprise funds from the General Fund.

Revenue Estimates for Budgeting

In order to maintain a stable level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should avoid mid-year service reductions.

Revenue Collection and Administration

The City shall maintain high collection rates for all revenues by keeping the revenue system as simple as possible in order to facilitate payment. In addition, since revenue should exceed the cost of producing it, the City shall strive to control and reduce administrative costs. The City shall pursue to the full extent allowed by state law all delinquent taxpayers and others overdue in payments to the City.

Revenues Over Expenses - Stated Funds

All revenues over the required amount for the continued operations of the Bridge Fund will be transferred to the General Fund as per provision of Bond Ordinance 2005-51, Section 25, Subsection i.vi.

All revenues over the required amount for the continued operations and Debt Service of the Garage Fund, EMS, Fiber Optic and Golf Course Fund will be transferred to the General Fund. All revenues under the required amount for the continued operations of mentioned funds, will be transferred from General Fund.

Currently, the Utility Fund will transfer funds to the General Fund in an amount equal to that which is estimated to be comparable with the resources it uses. No more than 20% of City Manager's Office and Administrative Services, no more than 20% of Finance Department, no more than 10% of Innovation and Technology Departmental expenditures, no more than 15% of Engineering Department Expenditures and no more of 10% of Planning and Community Development's budgeted departmental expenditures.

Write-Off of Uncollectible Accounts

The City shall monitor payments due to the City (accounts receivable) and periodically write-off accounts where collection efforts have been exhausted and/or collection efforts are not feasible or cost-effective.

The Governmental Accounting Standards Board (GASB) requires that bad debts be treated as a contra-revenue rather than an expense for financial reporting purposes. Budgetary reporting for City of Pharr also allows for like treatment for bad debts. This treatment effectively reduces revenue for debts that are not probable for collection. For that realized revenue to be reflected properly, bad debts must be regularly recognized in the accounts of the city as follows:

- a) **For Property Taxes**, an annual year-end adjustment to Allowance of Uncollectible account will be made based on receivable balance schedule provided by Hidalgo County Tax Collector Office as of the end of the fiscal year with the following percentages:

Year of Balance Outstanding	Allowance % for Uncollectible
Current	2%
1-9	2%
10 +	98%

- b) **For Library Fines**, an annual year-end adjustment to Allowance of Uncollectible account will be made based on aging receivable schedule kept by the library department for overdue fees with the following percentages:

Year of Balance Outstanding	Allowance % for Uncollectible
Current	20%
1	20%
2	50%
3	65%
4	75%
5	85%
5+	100%

- c) **For Warrant Revenue**, an annual year-end adjustment to Allowance of Uncollectible account will be made based on aging receivable schedule generated by Municipal Court's INCODE and any balance 10 year and older should be accounted as 100% uncollectible.

Years of Balance Outstanding	Allowance % of Uncollectible
Current	
1	20%
2	30%
3	50%
4	60%
5	70%
6	85%
7	80%
8	90%
9	95%
10+	100%

- d) **For Utility Accounts**, an annual adjustment will be made to write off 100% of all amounts outstanding in aging report with an Inactive status for at least 365 day and 50%for those inactive for less than 365 days.

- e) **For EMS Charges**, a semiannual adjustment will be made to write off any unpaid balance outstanding for more than 180 days according to the payor mix collection rate.

Departmental Miscellaneous Revenue Accounts

Departments which receive miscellaneous revenue for a purpose that is intended to be used by that department for minor activities shall be allowed to use those funds to the extent that they are available. These funds will not carry over to another fiscal year.

EXPENDITURES/EXPENSES POLICES

Current Funding Basis

The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues plus the planned use of fund balance accumulated through prior year savings. (The use of fund balance shall be guided by the Fund Balance/Retained Earnings Policy Statements).

Avoidance of Operating Deficits

The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fees increases, or use of fund balance within the Fund Balance/Retained Earnings Policy. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget.

Priority in Applying Restricted vs Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted net assets are available, the City typically first applies restricted resources, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition.

Maintenance of Capital Assets

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to continue service levels.

Periodic Program Reviews

The City Manager shall undertake periodic staff and third-party reviews of City programs for both efficiency and effectiveness. The privatization and contracting of services with other governmental agencies or private entities will be evaluated as alternative approaches to service delivery. Programs which are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

Encumbrances and Uncompleted Projects

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is an extension of formal budgetary integration in governmental funds. Although appropriations lapse at year-end for annually budgeted funds, the City honors encumbrances outstanding at year-end. Since these commitments will be honored during the subsequent year, outstanding encumbrances at year-end should be included in the subsequent year's budget.

Purchasing

The City shall conduct its purchasing and procurement functions efficiently and effectively through the City's Purchasing Department, fully complying with applicable State laws and City Ordinances. Staff shall make every effort to maximize discounts and capitalize on savings available through competitive bidding and "best value" purchasing.

FUND BALANCE/RETAINED EARNINGS POLICIES

Definitions

Fund Balance – The excess of assets over liabilities in a governmental fund. Fund balance can be made up of five separate categories defined as follows:

1) Nonspendable fund balance – includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.

2) Restricted fund balance – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.

3) Committed fund balance – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.

4) Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

5) Unassigned fund balance – is the residual classification of the General Fund and includes all amounts not contained

in other classifications. Unassigned amounts are technically available for any purpose

General Fund Committed Balance

The City shall strive to maintain the General Fund (not the combined reporting General Fund which consists of the Payroll, Contingency, and the General Funds) committed fund balance at **90 days (25%)** of the current year's original budget appropriation for operations and maintenance, which is defined as the total budget less capital outlay purchase, major one-time budgeted activities, economic incentive payouts, and the annual transfer from the General Fund to the other funds (Charter mandated contingency funding will not take place so long as the contingency fund is fully funded).

Retained Earnings of Other Operating Funds

In enterprise operating funds, the City shall strive to maintain positive retained earnings positions to provide sufficient reserves for emergencies and revenue shortfalls.

- ✚ Utility Fund, an operating reserve will be established and maintained at 120 days of the current year's original budget appropriation for operation and maintenance, which is defined as the total budget less debt service and capital project expenditures.
- ✚ The Bridge Fund's contingency account will be equal to the annual operating cost (expenses minus long-term debt and minus non-operating General Fund transfers) plus one year of the highest long-term debt service payment (principal and interest).
- ✚ The Fiber Fund's contingency account will be equal to the one year's operating cost (total expenses minus long-term debt, capital expenses and minus transfers) plus one year of the highest long-term debt service payment (principal and interest).

Use of Fund Balance/Retained Earnings

Fund Balance/Retained Earnings shall be used only for emergencies, non-recurring expenditures, or major capital purchases that cannot be accommodated through current year savings. The use of these funds will be approved by the City Commission.

Use of Unreserved Fund Balance/Retained Earnings will be disclosed to the Commission. If the required amounts go below the stated Policy amount, the City will set aside a sufficient portion of the upcoming fiscal year's budget to meet the required reserve amount.

Any surpluses realized at year end shall be used first to meet reserve policies, then capital replacement purposes, then retirement/extinguishing of debt.

Retained Earnings of Internal Service Funds

The City shall not regularly maintain positive retained earnings in excess of 10 percent of the current year's operation and maintenance expense in an internal service fund. Normally, when an internal service fund's retained earnings exceed 10 percent, the City shall reduce the charges for services provided by the internal service fund to other City operating funds.

Debt Service Funds

The City shall maintain sufficient reserves in its debt service funds, which shall equal or exceed the reserve fund balances required by bond ordinances, consistent with the covenants in the bond ordinances pertaining to the tax-exempt status of such bonds.

CAPITAL IMPROVEMENTS POLICIES

Capital Improvements Planning

The City shall review annually the needs for capital improvements and equipment the current status of the City's infrastructure, replacement and renovation needs, and potential new projects. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every capital project all operation, maintenance and replacement costs shall be fully expended.

Long-Term, Capital Planning

A five-year capital improvement plan will be developed. This plan will be prioritized based on an analysis of current needs and resource availability.

Capital Project Funding

No capital improvement project will begin without sufficient funding. Funding will be monitored quarterly to ensure project overruns are not funded to the detriment of the fund balance/retained earnings unreserved/undesignated policies.

Replacement of Capital Assets on a Regular Schedule

The City shall annually prepare a schedule for the replacement of its non-infrastructure capital assets. Within the resources available each fiscal year, the City shall replace these assets according to the aforementioned schedule.

Capital Expenditure Financing

The City recognizes that there are three basic methods of financing its capital requirements. It can budget the funds from current revenues; it can take the funds from fund balance/retained earnings as allowed by the Fund Balance/Retained Earnings Policy; or it can borrow money through debt. Debt financing includes general obligation bonds, revenue bonds, certificates of obligation, lease/purchase agreements, certificates of participation, commercial paper, tax notes, and other obligations permitted to be issued or incurred under Texas law. Guidelines for assuming debt are set forth in the Debt Management Policies.

DEBT MANAGEMENT POLICIES

Capital Improvement Plan

Major capital improvements will normally be funded through the issuance of long-term debt, the City is required to update at least every year its Capital Improvement Project list and no longer than 5 years.

Commented [BR1]: Question - does the City maintain a single-year or multi-year CIP? If so, might mentioned this as a requirement to be updated at least ever year or every few years

Debt Policies

The City will limit the issuance of long-term debt to capital projects that cannot be funded from current revenues. At no time will the Fund Balance of the City's General Fund or respective enterprise funds be depleted to a point below the City's policy for any project or purpose.

Debt Term Limitation

The City will not issue long-term debt for a period longer than the estimated useful life of the capital asset being debt financed. Generally, the City shall issue bonds with a final maturity not exceeding 20 years when issued for general governmental purposes and 30 years when issued for enterprise system or economic development purposes.

Use of Long-Term Debt for Maintenance & Operating Cost

The city will not utilize long-term debt to finance recurring operating costs or minor maintenance. Major maintenance may be financed with long-term debt as allowed by state law.

Debt Structure

Generally, the City will seek to issue bonds with a level debt service structure that produces the lowest risk-adjusted cost of capital. Non-level debt service, ascending debt service, or deferred principal structures shall be used judiciously and only when necessary for tax rate and/or debt service coverage purposes. Capitalized interest included in the debt structure shall be used judiciously and only when determined to be necessary by the Finance Director and the City's financial advisor, and as permitted by state law.

Call Provisions

Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the City. When possible, all bonds shall be callable only at par.

Sale Process

The City shall use a negotiated bond sale, competitive bond sale, or private placement. The sale method shall be determined by the Finance Director in consultation with the City's financial advisor. In a negotiated bond sale, the underwriting syndicate shall be selected by the City in consultation with the City's financial advisor. If a competitive sale is used, the City shall award the bonds based on a true interest cost (TIC) basis.

Rating Agencies

Full disclosure of operations and open lines of communication shall be made to the rating agencies. City staff, with assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Moody's, S&P Global Ratings, Fitch, and Kroll, as recommended by the City's financial advisor.

CONTINUING DISCLOSURE

The City is committed to providing continuing disclosure of financial and pertinent credit information in connection with its obligations under the Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. City staff, with the assistance of the City's financial advisors and, if necessary, the City's bond counsel, will undertake to update financial and pertinent credit information within six months of the end of the City's fiscal year and at such other times as may be indicated by material changes in the City's financial situation.

GENERAL

These Procedures for Post-Issuance Compliance (the "Procedures") are for the purpose of maintaining and evidencing compliance with the federal tax requirements that apply to the bond financings of the City of Pharr, Texas (the "City"). In furtherance of such purposes the City has implemented these Procedures with respect to the following:

- ✓ General record-keeping and record retention
- ✓ Timely return filings
- ✓ Proper and timely use of bond proceeds and proper use of bond-financed property
- ✓ Arbitrage – yield restriction and rebate
- ✓ Reissuance requirements
- ✓ Corrective action

These Procedures apply to any obligations to which sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the "Code") are applicable, whether or not such obligations are in fact tax-exempt. For example, these Procedures will be followed with respect to any issue of tax credit bonds to which such sections of the Code apply. It is the intention of the City to modify or amend these Procedures in the future in order to comply with any requirements set forth in subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the City and its obligations.

RESPONSIBLE PARTIES

The City acknowledges that, as the issuer of debt obligations subject to the Code, it is responsible for post-issuance compliance with respect to such debt obligations. Finance Director of the City has general oversight of the post-issuance compliance of bond financings. In addition, the following parties are responsible for the duties listed next to their title:

Finance Director

- Oversees of all financial functions of the City

Assistant Finance Director

- Responsible for all accounting functions of the City

Finance Director/City Manager

- Responsible for banking, cash management, investment, and certain debt administration activities of the City

Assistant Finance Director

- Responsible for the cataloguing and storage of various financial records of the City

Parties responsible for the financing aspects and the operations aspects of bond-financed facilities will coordinate efforts to ensure that any actions taken with respect to a bond-financed facility will be in compliance with the requirements of the Code. The City will provide training and/or make available educational materials regarding compliance requirements (e.g., private use requirements) to the parties responsible for the oversight of bond-financed facilities.

GENERAL RECORDKEEPING & RECORD RETENTION

General record retention duties are the responsibility of City Secretary

Finance Director will always maintain a copy of the following documents on file:

- ✓ Audited Financial Statements
- ✓ Reports of any examinations by the Internal Revenue Service of the City's financings

With respect to each issue of obligations, Finance Director will retain the following for the life of the obligations (including the life of any obligations issued to refund the original debt) plus three years:

- ✓ Bond transcript, including authorizing documents, offering document, the federal tax certificate, and certificates regarding issue price
- ✓ Minutes and resolution(s) authorizing the issue
- ✓ Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- ✓ Records relating to the payment of debt service (including credit enhancement)
- ✓ Documentation relating to investments and arbitrage compliance, as described in the "Recordkeeping" section of "Arbitrage – Yield Restriction and Rebate" below
- ✓ Documentary evidence of when and for what purpose the bond proceeds were expended, as described in the "Recordkeeping" section of "Expenditures of Bond Proceeds" below
- ✓ Any grant requests or fundraising materials and documentation of grants or fundraising receipts relating to projects that also may be financed, in whole or in part, with bond proceeds
- ✓ Any agreement of a type described in the "Special Legal Entitlements that Can Create Private Business Use" section of "Private Business Use" that relates to a bond-financed facility
- ✓ Bond paying agent/trustee statements
- ✓ Rebate compliance reports
- ✓ Related IRS filings (e.g., Form 8038-T Rebate)
- ✓ IRS correspondence regarding such issue
- ✓ Other documentation (including written advice of bond counsel) material to the particular requirements that are applicable to the tax status of the financing

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

RETURN FILINGS

Finance Director will be responsible for the timely filing of the Form 8038-G information report (or such other series 8038 form as may be applicable to a specific issue of bonds) with the Service, which filing may be completed by bond counsel after the issuance of the obligations. The City must file a separate Form 8038-G for each issue of bonds not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued.

EXPENDITURE OF BOND PROCEEDS

General

Finance Director is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized in order to qualify for rebate exceptions set forth in the Code and Regulations and whether investments of unexpended bond proceeds continue to qualify for temporary period exceptions to yield-restriction requirements. Bond counsel may be consulted regarding allocation of expenditures between each bond issue to ensure timely expenditure of bond proceeds.

Additionally, Finance Director will monitor compliance with the requirement of the Regulations that proceeds of a bond issue are to be allocated to expenditures by 18 months after the later of the date the expenditure was made or the date the project is placed in service (and in no event later than 60 days after the earlier of (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to the reimbursement of any expenditure paid prior to the date of issue of the bonds, Finance Director will monitor compliance with the requirement of the Regulations that such reimbursement allocation to bond proceeds is made not later than 18 months after the later of (i) the date the original expenditure is made or (ii) the date the project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Furthermore, Finance Director will monitor compliance with the requirement of the Regulations that such reimbursement allocation is for the reimbursement of expenditures paid on or after 60 days prior to the date of a reimbursement resolution (including for this purpose a bond order).

Recordkeeping

With respect to each issue of obligations, the City will retain the following for the life of the obligations plus three years:

- ✓ Documentation of allocation of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- ✓ Documentation of allocations of bond proceeds to bond issuance costs
- ✓ Copies of all requisitions draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- ✓ Copies of all contracts entered for the construction, renovation, or purchase of bond-financed facilities

- ✓ Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- ✓ List or schedule of all bond-financed facilities or equipment
- ✓ Depreciation schedules, if any, for bond-financed depreciable property
- ✓ Documentation of any purchase or sale of bond-financed assets

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

PRIVATE BUSINESS USE

General

To confirm that the bonds serve governmental purposes rather than providing proscribed benefits to nongovernmental persons engaged in “private business” activity, it must be determined whether the City expects that there will be any private business use of the proceeds of the bonds. Private business use exists if more than five percent (and, in certain circumstances, ten percent) of the proceeds of the issue or the property to be financed by the bond proceeds are used directly or indirectly by any nongovernmental person in that person’s trade or business.

In addition, no more than five percent (and, in certain circumstances, ten percent) of the proceeds of an issue may be secured directly or indirectly by property or payments derived from private business use under the “private security or payment test.” Private business use may occur due to arrangements (typically contractual) that give nongovernmental persons special legal entitlements with respect to the use of bond-financed property (including a sale or other transfer of bond-financed property to a nongovernmental person). Finally, no more than five percent of the proceeds of an issue of bonds may be used to make loans or arrangements that allow a nongovernmental person to defer payments that it is obligated to make with respect to the financed property or the bonds.

The City’s finance team will coordinate with the parties responsible for the use and operation of a bond-financed facility by communicating the private business use restrictions to such parties and requiring that all activity that may give rise to such use be communicated to Finance Director in advance of such use. Finance Director is responsible for tracking trade or business activity by third parties as it relates to each issue of obligations and will monitor such activity no less frequently than yearly and, in any event, upon being notified of any new activity that will give rise to a significant amount of trade or business activity by a third party.

Special Legal Entitlements that Can Create Private Business Use

A special legal entitlement that can create private business use can arise from arrangements that convey ownership rights, leasehold rights or management rights (e.g., priority rights to use the facility) or other similar rights. Recognizing that a special legal entitlement may give rise to private business use, each time the City intends to enter into one of the following, the City will determine if such agreement relates to any bond-financed facility:

- Management and other service contracts
- Research agreements
- Naming rights contracts
- Ownership
- Leases
- Subleases
- Leasehold improvement contracts
- Joint venture arrangements
- Limited liability corporation arrangements
- Partnership agreements
- Non-contractual use of bond-financed office space and/or parking facilities by any nongovernmental person
- Any other contract conferring a special legal entitlement or special economic benefit that is comparable to ownership

If such an agreement will be with respect to a bond-financed facility, the City will take measures designed to preserve the intended federal income tax status of that issue of bonds. Such measures may include ensuring that such agreement falls into an applicable exception under the private business use rules, making a determination that private use will not exceed the applicable limit or such other action as may be recommended by bond counsel, including taking remedial actions with respect to the issue of bonds whose federal tax status is implicated.

PAYMENTS ON THE BONDS

The trustee/paying agent for the bonds shall determine the amount of principal and interest payable on each payment date for the bonds. Periodically, and no less frequently than annually, Finance Director will review the amount of the interest payments to verify that proper payments of interest have been made.

ARBITRAGE – YIELD RESTRICTION & REBATE

General

Finance Director with guidance of Financial Advisor is responsible for monitoring the City's compliance with the yield restriction requirements of section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- ✓ Tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than yearly
- ✓ Ensuring that any forms required to be filed with the IRS relating to arbitrage and any payments required pursuant thereto are filed in a timely manner
- ✓ Ensuring that "fair market value" is used with respect to the purchase and sale of investments
- ✓ Additionally, the City will hire a rebate analyst to monitor compliance with rebate and yield restriction rules on a yearly basis.

Compliance with the investment rules will require that the City be able to account for, in terms of dates and amounts, all uses (including disbursements and investment activity) of particular categories of bond-related money.

Finance Director will account for all of the following disbursements: monies in the project fund, debt service fund and any other fund into which proceeds of the obligations have been deposited, including any reserve fund. In doing so, Finance Director will use any reasonable consistently applied accounting method to account for gross proceeds, investments, and expenditures of an issue.

Recordkeeping

With respect to each issue of obligations, the City will retain the following for the life of the obligations plus three years:

- ✓ Documentation of allocations of investments and calculations of investment earnings
- ✓ Documentation for investments of the bond proceeds related to:
- ✓ Investment contracts (e.g., guaranteed investment contracts)
- ✓ Credit enhancement transactions (e.g., bond insurance contracts)
- ✓ Financial derivatives (e.g., swaps and caps)
- ✓ Bidding of financial products

✓ **Documentation regarding arbitrage compliance, including:**

- Computation of bond yield
- Computation of rebate and yield reduction payments
- Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
- Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

 REISSUANCE

Prior to making any changes to the terms of an obligation, including its underlying security, the City will consult with bond counsel to determine whether such change will result in the reissuance of such obligation for federal tax law purposes. If it is determined that a change will result in a reissuance, the City will take such action, including the recalculation of yield, the filing of a new form 8038-G and the payment of rebate obligations, as is necessary to maintain the tax status of the bonds.

 CORRECTIVE ACTION

Reports regarding the aforementioned compliance policies with respect to any issue of bonds will be made by the party given responsibility for such area to Finance Director no less frequently than annually. At such time, Finance Director will determine whether any corrective action is required with respect to the applicable issue.

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the City is not in compliance with the arbitrage requirements imposed by the Code or the City has taken a deliberate action that results in impermissible private business use (e.g., sale of bond-financed property).

If the City determines or is advised that corrective action is necessary with respect to any issue of its obligations, the City will, as may be applicable, in a timely manner:

- i. Seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing
- ii. Agreement Program described in Notice 2008-31 (or any successor notice thereto)
- iii. Take remedial action described under section 1.141-12 of the Regulations
- iv. Take such other action as recommended by bond counsel

DEBT REFUNDING

City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. The City will consider current or advance refunding which produce a material economic benefit and in no way impair the outstanding bond rating of the City. As a general rule, the present value savings of a particular refunding should exceed 3% of the refunded maturities and must come with the recommendation of the Finance Director. Current refunding of callable debt that generate lower present values savings than 3% will be permitted on a case-by-case basis if determined by the Finance Director and the City's financial advisor to provide worthwhile economic benefit to the City. In evaluating refunding opportunities for the City, the Finance Director and the City's financial advisor shall identify and address not only the benefits of the proposed transaction, but the potential negative impacts as well, if any.

Additional transaction costs such as bond counsel, trustee, and financial advisor shall be included in the savings calculation required above. The City's financial advisor shall produce an analysis of the implications of advance refunding or paying a forward premium vs. waiting to the current call date of the bonds. Approval of the transaction must be obtained from the State Attorney General, to the extent required by Texas law.

Interest Earnings

Interest earnings received on the investment of bond proceeds shall be used to assist in paying the interest due on bond issues, to the extent permitted by law.

Lease/Purchase Agreements

Lease funding will be for the purchase of capital assets. The length of the lease will not be greater than the expected useful life of the asset it will be used to purchase.

Proposals from Investment Bankers

The City welcomes ideas and suggestions from investment bankers and will seek to reward those firms which submit unique and innovative ideas by involving them in negotiated underwritings. Unsolicited proposals should be submitted to the City's financial advisors simultaneously with their submission to the City's Finance Department. City staff will review and confer with financial advisors to determine viability of proposals.

INTERGOVERNMENTAL RELATIONS POLICIES

Inter-Local Cooperation in Delivering Services

In order to promote the effective and efficient delivery of services, the City shall actively seek to work with other local jurisdictions in joint purchasing consortia, sharing facilities, sharing equitably the costs of service delivery, and developing joint programs to improve service to its citizens.

Legislative Program

The City shall cooperate with other jurisdictions to actively oppose any state or federal regulation or proposal that mandates additional City programs or services and does not provide the funding to implement them. Conversely, as appropriate, the City shall support legislative initiatives that provide more funds for priority local programs.

GRANT POLICIES

Grant Guidelines

The City shall adhere to the Grant Management Policy established by the Grants Department

Indirect Costs

The City shall recover full indirect costs unless the funding agency does not permit it. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

Grant Review

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. **Grant Department** shall seek Commission approval prior to submission of a grant application. Should time constraints under the grant program make this impossible, the department shall obtain approval to submit an application from the City Manager and then, at the earliest feasible time, seek formal Commission approval. If there are cash match requirements, the source of funding shall be identified to the **Finance Department** prior to application. An annual report on the status of grant programs and their effectiveness shall also be prepared.

Grant Program Termination

The City shall terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified.

FISCAL COMMISSION MONITORING POLICIES

Financial Status and Performance Reports

Monthly reports on the City's General, Utility, Bridge and Capital Projects Funds comparing expenditures and revenues to current budget, nothing the status of fund balances to include dollar amounts and percentages, and outlining any remedial actions necessary to maintain the City's financial position shall be prepared for review by the City Manager and the Commission.

Five-Year Forecast of Revenues and Expenditures

A five-year forecast of revenues and expenditures, to include a discussion of major trends affecting the City's financial position, shall be prepared in conjunction of the annual budget process. The forecast shall also examine critical issues facing the City, economic conditions, and the outlook for the upcoming budget year. The document shall incorporate elements of the International City Management Association financial trend monitoring system to provide further insight into the City's financial position and to alert the Commission to potential problem areas requiring attention.

Commission Agenda Decision Recommendations

Agenda items that have a financial impact will have a recommendation by the Finance Director to ensure fiscal ability, long-term sustainability, and proactive protection of financial resources.

Status Reports on Capital Projects

A summary report on the contracts awarded, capital projects completed, and status of the City's various capital programs will be prepared by Purchasing Department at least quarterly and presented to the City Manager and Commission.

Compliance with Commission Policy Statements

The Financial Management Policy Statements will be reviewed annually by the Commission and updated, revised or refined as deemed necessary. Policy statements adopted by the Commission are guidelines, and occasionally, exceptions may be appropriate and required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained.

FINANCIAL CONSULTANTS POLICY

To employ the assistance of qualified financial advisors and consultants as needed in the management and administration of the City's financial functions. These areas include but are not limited to investments, debt administration, financial accounting systems, program evaluation, and financial impact modeling. Advisors shall be selected using objective questionnaires and requests for qualifications/proposals based upon demonstrated expertise relative to the scope of work to be performed and appropriately competitive fees.

ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

Conformance to Accounting Principles

The City's accounting practices and financial reporting shall conform to Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

Selection of Auditors

At most every five years, the City shall request proposals from all qualified firms, including the current auditors if their past performance has been satisfactory, and the Commission shall select an independent firm of certified public accountants to perform an annual audit of the books of account, records, and transactions, certifying the financial statements of the City and reporting the results and recommendations to the Commission.

Audit Completion

The City seeks to have its Annual Comprehensive Financial Report (ACFR) and Single Audit of Federal and State grants completed within 150 days of the close of its previous fiscal year, which ends September 30. In the event the presentation of the ACFR and Single Audit is delayed beyond the last Commission meeting in February, the City Manager shall provide a report on the status of the audit and the expected completion date of the ACFR and Single Audit to the City Commission at its first meeting in March. By State law, the City has 180 days to complete the audit.

INTERNAL CONTROLS POLICIES

Proper Authorization

Procedures shall be designed, implemented, and maintained to ensure that financial transactions and activities are properly reviewed and authorized.

Separation of Duties

Job duties will be adequately separated to reduce to an acceptable level the opportunities for any person to be in a position to both perpetrate and conceal errors or irregularities in the normal course of assigned duties.

Proper Recording

Procedures shall be developed and maintained that will ensure financial transactions and events are properly recorded and that all financial reports may be relied upon as accurate, complete and up-to-date.

Access to Assets and Records

Procedures shall be designed and maintained to ensure that adequate safeguards exist over the access to and use of financial assets and records.

Independent Checks

Independent Checks and audits will be made on staff performance to ensure compliance with established procedures and proper valuation of recorded amounts.

Costs and Benefits

Internal control systems and procedures must have an apparent benefit in terms of reducing and/or preventing losses. The cost of implementing and maintaining any control system should be evaluated against the expected benefits to be derived from that system.

E-COMMERCE POLICIES

Fully Integrated Financial Systems

All E-Commerce systems and procedures must fully and transparently integrate with the City's financial and accounting systems, its depository bank systems, and any other City information system which interfaces with an E-Commerce system.

Emerging Technologies

The City will work closely with its depository bank and other financial partners to evaluate and implement those new technologies that prove to be efficient and effective in pursuit of the City's E-Commerce goals.

Direct Deposits

All employees will be paid via direct deposit, excluding the employee's last paycheck.

Internet Payment Options

Working with its depository bank and other financial partners, the City will seek to develop and implement internet payment options which will allow customers and citizens to pay bills due to the City conveniently and securely.

STATE OF TEXAS
HIDALGO COUNTY
CITY OF PHARR

RESOLUTION No. R-2015-14

WHEREAS, the City of Pharr previously adopted fiscal policies known as "Fiscal Policy Statements", a fiscal management guide, which provides guidance on the City of Pharr fiscal operations; and

WHEREAS, the City Commission is responsible for implementing and updating fiscal policies, with the guidance of the City Manager and Finance Director; and

WHEREAS, the Fiscal Policy Statements of the City of Pharr needs to be amended to include post-issuance compliance is in compliance with State of Texas laws and City of Pharr Charter covenants.

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

SECTION 1: That the City of Pharr Fiscal Policy Statements, attached hereto as Exhibit "A" and made a part hereof for all legal purposes, shall provide a source of fiscal guidance for City of Pharr operations.

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

PASSED, APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS this 6th of September 2022.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: August 30, 2022

MEETING DATE: September 6, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution to accept petition for voluntary annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for approximately 13.12 acres of land, more or less, located South of West Javelina Drive, in the City of Pharr's Extraterritorial Jurisdiction ETJ, Hidalgo County, Texas. This item supports **EV - Economic Vitality**.

Classification: Public Hearing

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

Issue: This item is a resolution for approximately 13.12 acres of land, more or less to formally accept the voluntary petitions for annexation, provide service plan and setting a public hearing of the proposed annexation.

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Melissa Ramirez
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/2/2022

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section

43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.

- B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D"

SECTION 2. PROCEEDINGS.

- A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

All that certain area of land being 13.12 acres, more or less, generally located south of West Javelina Drive, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

- B. On October 3, 2022, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A".

SECTION 3. SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 4. SEVERABILITY CLAUSE.

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

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
PHARR, TEXAS, ON THIS THE _____ DAY OF SEPTEMBER 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

TRACT 1 - JAMES C. & JANICE KELLER

METES AND BOUNDS DESCRIPTION
FOR A
2.00 ACRE TRACT

A 2.00 acre tract of land being a portion of Lot 249, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas, being all that certain tract described in Warranty Deed with Vendor's Lien recorded in Document #1723379, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a found cotton picker spindle on the centerline of Javalina Drive (Rancho Blanco Road) also being the northeast corner of said Lot 249, for the northeast corner of herein described tract.

THENCE S 08° 31' 31" W along the east line of said Lot 248, pass at 20.00 feet a point being the south Right-of-Way line of said Javalina Drive (Rancho Blanco Road) , and continuing for a total distance of 580.80 feet to a point being the most southerly northeast corner of that certain tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas, for the southeast corner of herein described tract.

THENCE N 81° 28' 29" W 150.00 feet along the north line of said tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas, to a point for the southwest corner of herein described tract.

THENCE N 08° 31' 31" E parallel to the west line of said Lot 249, pass at 560.80 feet a point being the south Right-of-Way line of said Javalina Drive (Rancho Blanco Road) and continuing for a total distance of 580.80 feet to a point on the centerline of said Javalina Drive (Rancho Blanco Road) also being the north line of said Lot 249 for the northwest corner of herein described tract.

THENCE S 81° 28' 29" E 150.00 feet along said centerline of Javalina Drive (Rancho Blanco Road) also being the north line of said Lot 249, to the point of beginning and containing 2.00 acres of land, more or less.

TRACT 2 - WALTER C. KELLER

METES AND BOUNDS DESCRIPTION
FOR A
11.12 ACRE TRACT

A 11.12 acre tract of land being a portion of Lot 249, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas, being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Volume 1474, Page 713, Deed Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the centerline of Javalina Drive (Rancho Blanco Road) also being the north line of said Lot 249, being the northwest corner of that certain tract described in described in Warranty Deed with Vendor's Lien recorded in Document #1723379, Hidalgo County, Texas, for the northeast corner of herein described tract.

THENCE S 08° 31' 31" W parallel to the east line of said Lot 249, pass at 20.00 feet a point being the south Right-of-Way line of said Javalina Drive (Rancho Blanco Road) and continuing for a total distance of 580.80 feet to a point being the southwest corner of said tract described in described in Warranty Deed with Vendor's Lien recorded in Document #1723379, Hidalgo County, Texas, an interior corner of herein described tract.

THENCE S 81° 28' 29" E 150.00 feet along the south line of said tract described in Warranty Deed with Vendor's Lien recorded in Document #1723379, Hidalgo County, Texas, being parallel to the north line of said Lot 249, to a point on the east line of said Lot 249, for an interior corner of herein described tract.

THENCE S 08° 31' 31" W 184.20 feet along said east line of Lot 248, to a point on a curve to the right being the northeast corner of that certain tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, for the most northerly southeast corner of herein described tract.

THENCE 505.45 feet in a westerly direction along the north line of said tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, being a curve to the right whose radius is 985.45 feet, whose cord bearing is N 73° 25' 32" W and whose chord distance is 499.93 feet to a point being the northwest corner of said tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, for an interior corner of herein described tract.

THENCE S 08 31' 31" W 625.00 feet along the west line of said tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, being parallel to the east line of said Lot 249, to a point on the south line of said Lot 249 being the southwest corner of said tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, for the most southerly southeast corner of herein described tract.

THENCE N 81° 28' 29" W 151.00 feet along said south line of Lot 249, to a point being the southeast corner of that certain tract described in Quitclaim Deed recorded in Document #3328179, Official Records, Hidalgo County, Texas, for the southwest corner of herein described tract.

THENCE N 08° 31' 31" E along the east line of said tract described in Quitclaim Deed recorded in Document #3328179, Official Records, Hidalgo County, Texas, being parallel to the east line of said Lot 249, pass at 1,300.00 feet a point being the south Right-of-Way line of said Javelina Drive (Rancho Blanco Road) and continuing for a total distance of 1,320.00 feet to a point on the centerline of said Javelina Drive (Rancho Blanco Road) being the northeast corner of said tract described in Quitclaim Deed recorded in Document #3328179, Official Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

THENCE S 81° 28' 29" E 496.00 feet along said centerline of Javelina Drive (Rancho Blanco Road) also being the north line of said Lot 249, to the point of beginning and containing 11.12 acres of land, more or less.

SAVE AND EXCEPT that certain 1.83 acre tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas.

JOB NO.: 2022-098.WALTER KELLER TRACT.KELLY-PHARR
R. E. GARCIA & ASSOCIATES

TRACT 3 - JENE & JONATHON BYROM

METES AND BOUNDS DESCRIPTION
FOR A
1.83 ACRE TRACT

A 1.83 acre tract of land being a portion of Lot 249, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Volume 1474, Page 713, Deed Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a set cotton picker spindle on the centerline of Rancho Blanco Road also being the north line of said Lot 249 for the most northerly northeast corner of herein described tract. Said point bears N 81° 28' 29" W 178.00 feet from the northeast corner of said Lot 249.

THENCE S 08° 31' 31" W parallel to the east line of said Lot 249, pass at 20.00 feet a set one-half inch iron rod with a cap labeled "RPLS 4204" being the south Right-of-Way line of said Rancho Blanco Road and continuing for a total distance of 580.80 feet to a set one-half inch iron rod with a cap labeled "RPLS 4204" for an interior corner of herein described tract.

THENCE S 81° 28' 29" E parallel to the north line of said Lot 249, pass at 28.00 feet a point being the southwest corner of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document #1723379, Official Records, Hidalgo County, Texas, and continuing for a total distance of 178.00 feet to a set one-half inch iron rod with a cap labeled "RPLS 4204" on the east line of said Lot 249 being the southeast corner of said tract described in Warranty Deed with Vendor's Lien recorded in Document #1723379, Official Records, Hidalgo County, Texas, for the most southerly northeast corner of herein described tract.

THENCE S 08° 31' 31" W 184.20 feet along said east line of Lot 249 to a set one-half inch iron rod with a cap labeled "RPLS 4204" on a curve to the right being the northeast corner of that certain tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, for the southeast corner of herein described tract.

THENCE 238.59 feet in a westerly direction along the north line of said tract described in Special Warranty Deed recorded in Document #2425424, Official Records, Hidalgo County, Texas, being a curve to the right whose radius is 985.45 feet, whose cord bearing is N 81° 11' 01" W and whose chord distance is 238.00 feet to a set one-half inch iron rod with a cap labeled "RPLS 4204" for the southwest corner of herein described tract.

THENCE N 08° 31' 31" E parallel to the east line of said Lot 249, pass at 743.79 feet a set one-half inch iron rod with a cap labeled "RPLS 4204" being the south Right-of-Way line of said Rancho Blanco Road and continuing for a total distance of 763.79 feet to a set cotton picker spindle on the centerline of said Rancho Blanco Road also being the north line of said Lot 249 for the northwest corner of herein described tract.

THENCE S 81° 28' 29" E 60.00 feet along said centerline of Rancho Blanco Road also being the north line of said Lot 249, to the point of beginning and containing 1.83 acres of land, more or less.

JOB NO.: 2022-098.BYRON TRACT.KELLY-PHARR
R. E. GARCIA & ASSOCIATES



Legend

- Tract 1
- Tract 2
- Tract 3

- Pharr City Limit
- Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4321 Fax 956.402.4322

Scale: 1 inch = 50 feet
0 20 40 80 120 160 Feet



EXHIBIT A (2 of 3)
PROPERTY DESCRIPTIONS

1) OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

2) OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

SAVE AND EXCEPT that certain 1.83 acre tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas.

3) OWNER: JENE & JONATHAN BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

SKETCH SHOWING

A 13.12 ACRE TRACT OF LAND BEING A PORTION OF LOT 249, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #435462, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING ALL THAT CERTAIN TRACT DESCRIBED IN GENERAL WARRANTY GIFT DEED RECORDED IN DOCUMENT #3218286, HIDALGO COUNTY, TEXAS, ALSO BEING ALL THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #1723379, HIDALGO COUNTY, TEXAS,

R.E. Garcia

Associates

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5007) & SURVEYOR (10015301)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-106
EMAIL: REGAASSOC@AOL.COM

TITLE: **ANNEXATION AREA**

DATE: JUNE 30, 2022 REV: _____

JOB # 2022-098 BOOK T-____/PG.____

SCALE: 1" = 200'

DRAWN BY: E.S.

EXHIBIT B
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the south side of West Javelina Drive. These properties are approximately **13.12 AC** and are illustrated in EXHIBIT A and further described below:

OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: JENE & JONATHON BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will

extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

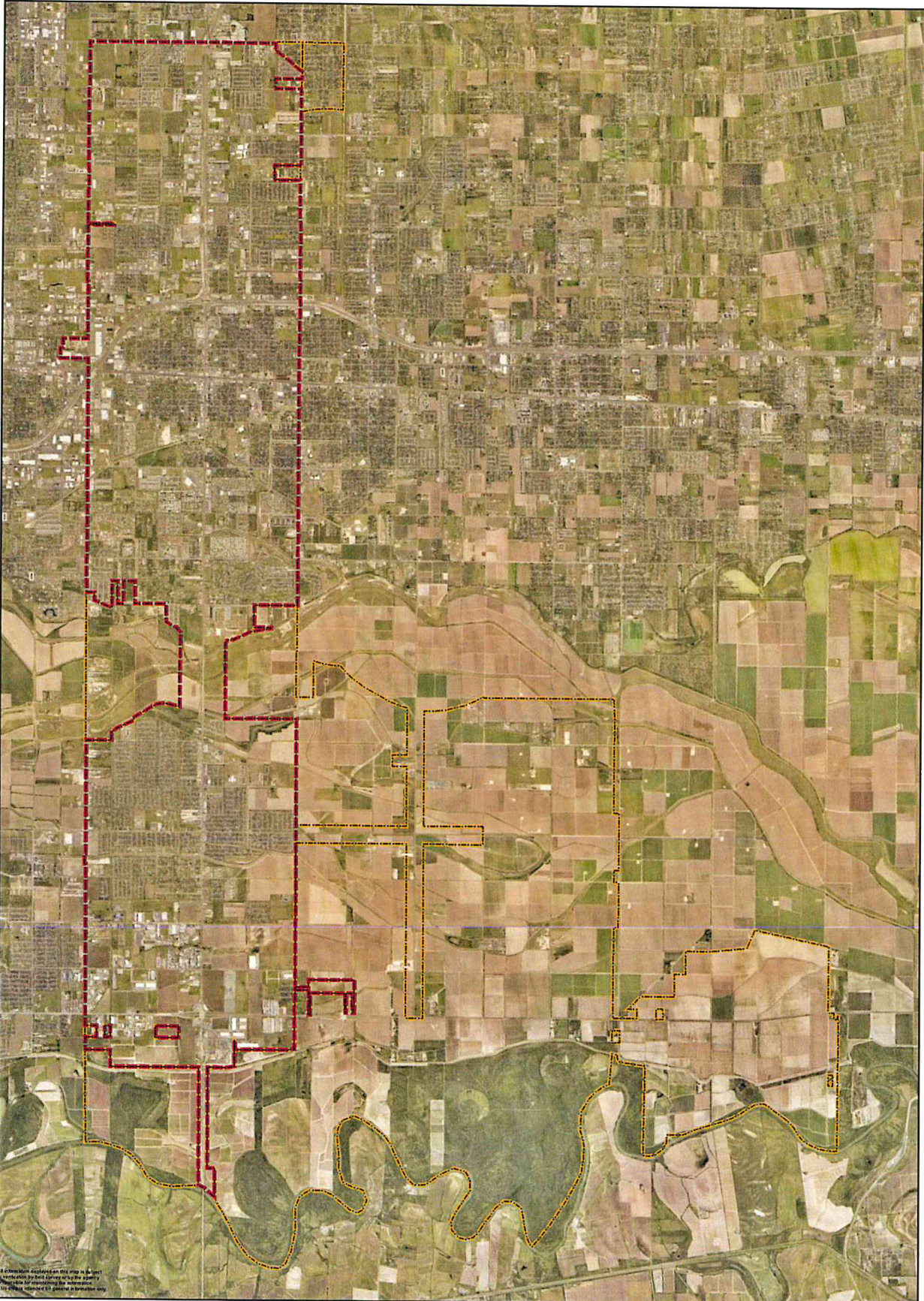
III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**EXHIBIT C - SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF PHARR, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
August 15, 2022	Submitted petition for annexation	
September 6, 2022	Resolution to City Commission on accepting petition of annexation	
September 6, 2022	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for October 3, 2022 (29 days)	TLGC 43.0671
September 19, 2022 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication of <u>September 19, 2022, for publication on September 21, 2022.</u> Post notice of public hearing on city's website and maintain until hearings are complete School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
September 21, 2022	Legal Notice for Public Hearing Published for the date of October 3, 2022 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 3, 2022	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 3, 2022	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
October 17, 2022 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
November 7, 2022	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	



Information displayed on this map is based on data provided by third parties and is not guaranteed by the City of Pharr. The City of Pharr is not responsible for any errors or omissions on this map.

 Pharr City Limit
 Pharr ETJ
 City of Pharr, Texas
 Engineering Department
 956.402.4221 Date: 8/26/2022

Scale: 1 inch = 5,218 feet
 0 2,625 5,250 10,500 15,750 21,000 Feet





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Walter C Keller, Jene Byrom, Jonathan Byrom, James C. Keller, Janice Keller

Date of Submittal: July 6, 2022

Proposed Acreage to be Annexed: 13.12 Acres

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☒
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☒
A copy of the deed showing current ownership.	☒
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☒
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

PROPERTY INFORMATION

Property Address: 1001 W. Javelina Drive, Pharr, Texas 78577

Total Number of Acres: 13.12 Total Number of Tracts: 3

Subdivision Name: Kelly-Pharr Subdivision Lot(s): 249 Block(s):

Survey Name and Abstract No.:

Current Land Use: Pasture/Homesite

Proposed Land Use and Purpose of Annexation: Residential

List all qualified voting age persons living on each tract of land:

[illegible]

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: Walter C. Keller

If the property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: P. O. Box 2555 City: McAllen State: Tx Zip Code: 78502

Phone No.: (956) 686-5278 Cell Phone No.: _____ Email: _____

Owner's Signature: _____ Date: _____

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☒ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☐ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: _____

Company's Name (if applicable): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone No.: _____ Cell Phone No.: _____ Email: _____

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: Walter C. Keller

Owner's Signature: Walter C. Keller Date: 7.6.22



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Walter C. Keller, owner of the land described below, hereby voluntarily petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 9.29 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) Walter C. Keller Signature (Owner) Walter C. Keller

Print Name (Owner) _____ Signature (Owner) _____

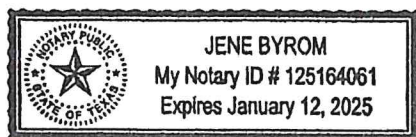
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Walter C. Keller, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 6 day of July, 2022



NOTARY PUBLIC in and for the
STATE OF TEXAS

Jene Byrom

Printed Name

My commission expires: January 12 2025



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Jonathan & Jene Byrom, owner of the land described below, hereby voluntarily petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 1.83 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) Jonathan Byrom Signature (Owner) _____

Print Name (Owner) Jene Byrom Signature (Owner) _____

NOTARY ACKNOWLEDGEMENT

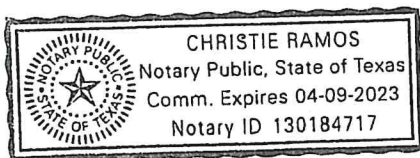
STATE OF TEXAS

§
§
§

COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan & Jene Byrom, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 7 day of July, 2023



NOTARY PUBLIC in and for the
STATE OF TEXAS

Christie Ramos

Printed Name

My commission expires: 04/09/23

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: Jonathan Byrom & Jene Byrom

If the property ownerships is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 409 Tyler Ave. City: McAllen State: Tx Zip Code: 78503

Phone No.: (956) 686-5278 Cell Phone No.: (956) 624-3045 Email: jenebyrom@gmail.com,

Owner's Signature: _____ Date: _____

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☒ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☐ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: _____

Company's Name (if applicable): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone No.: _____ Cell Phone No.: _____ Email: _____

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: Jene Byrom + Jonathan Byrom

Owner's Signature: [Signature] Date: 7.6.22



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, James C. Keller & Janice Keller, owner of the land described below, hereby voluntary petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 2.00 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) James C. Keller Signature (Owner) [Signature]

Print Name (Owner) Janice Keller Signature (Owner) [Signature]

NOTARY ACKNOWLEDGEMENT

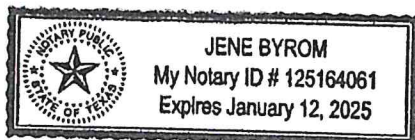
STATE OF TEXAS

COUNTY OF Hidalgo

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared James C. Keller & Janice Keller, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 10 day of July, 2022



NOTARY PUBLIC in and for the
STATE OF TEXAS

[Signature]
Printed Name Jane Byrom
My commission expires: January 12 2025

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: James C. & Janice Keller

If the property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 1001 W. Javelina Drive City: Pharr State: TX Zip Code: 78577

Phone No.: (956) 686-5278 Cell Phone No.: (956) 624-2672 Email: james159@mac.com,

Owner's Signature: _____ Date: _____

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☒ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☐ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: _____

Company's Name (if applicable): _____

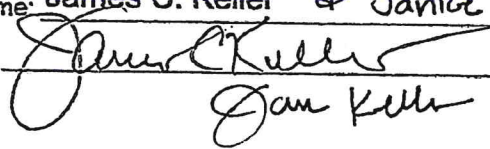
Address: _____ City: _____ State: _____ Zip Code: _____

Phone No.: _____ Cell Phone No.: _____ Email: _____

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: James C. Keller & Janice Keller

Owner's Signature:  Date: 7-16-22

Jan Keller



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consideration pursuant to Section 551.074, Texas Gov't Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. **(TABLED)**

Classification: Regular

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

Issue: Closed Session

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: Section 551.074

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 9/2/2022
Final Approval - 9/2/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and appropriate action, if any, regarding the appointment, evaluation, reassignment, duties, discipline, or dismissal of City Manager. **(TABLED)**

Classification: Closed Session

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

Issue: Closed Session

Fiscal Consideration: n/a

Staff Recommendation: Governing Board action

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: Closed Session

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 9/2/2022
Final Approval - 9/2/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, appointing Interim City Manager. **(TABLED)**

Classification: Regular

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

Issue: appointment of Interim City Manager

Fiscal Consideration: N/A

Staff Recommendation: City Commission action

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 9/2/2022
Final Approval - 9/2/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: July 27, 2022

MEETING DATE: September 6, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase surveillance camera upgrades for Police Department towers from A3 Communications, Inc. dba 3Sixty Integrated from San Antonio, Texas through GSA Cooperative Contract #GS-07F-0200W in an amount not to exceed \$95,615.15. This item supports **SSC - Safe and Secure Community**.

Classification: Regular

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

Issue: The Police Department budgeted for camera upgrades for their sky cop and sky watch towers this fiscal year. These new cameras will be integrated onto the same enterprise video surveillance platform used city wide and monitored by Public Safety Communications. Previous outdated cameras were standalone solutions.
Project # 2122-01-512-P031-001

Fiscal Consideration: \$95,615.15

Staff Recommendation: Staff recommends approval of this purchase.

Alternatives: Other non standard solution.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 7/27/2022
Approved - 7/27/2022
Approved - 7/28/2022
Approved - 7/28/2022
Approved - 7/29/2022
Final Approval - 7/29/2022

REQUEST FOR AVAILABILITY OF FUNDS

CONSTRUCTION ☐ PURCHASE ☒

PURCHASE & INSTALLATION ☐

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☒

TYPE/PRINT NAME: Pharr Police Department

SIGNATURE: 

TITLE: Asst. Chief of Police

DEPARTMENT: Pharr Police Department

DATE: 08/31/2022

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

Pharr Pd Skywatch Tower Program: Camera upgrade, Server upgrade, & Cradelpoint

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 01-512-2220

ESTIMATED COST: \$95,615.15

ACCOUNT NUMBER/PROJECT ID:

ESTIMATED COST:

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: Non Capital Equipment

ACCOUNT NUMBER(S):

INCLUDE PROJ.ID(S):

AMOUNT:

FINANCE SIGNATURE:

TITLE: Karla Saavedra, Finance Director

DATE:

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____

INVESTMENT SUMMARY



CLIENT

Jose J. Peña
IT Director City of Pharr, TX
100 W. Ferguson Ave. Pharr, Texas 78577
Phone: 956.402.4900 jose.pena@pharr-tx.gov

QUOTE DETAILS

Date: 8/17/2022
Quote: 7871
Expiration: 9/1/2022
GSA Number: GS-07F-0200W

INVESTMENT SUMMARY

(3) SkyWatch Surveillance Stations
(6) SkyCop Surveillance Stations

INVESTMENT SUMMARY

Kassandra Elejarza
Account Executive
3Sixty Integrated
Office: (210) 545-1770
Mobile: (956) 566-1173
Email: kejarza@3sixtyintegrated.com

All pricing is per plans ...

All pricing is per specifications

DESCRIPTION	AMOUNT
MATERIALS	\$ 63,928.09
LABOR	\$ 31,687.06
TOTAL:	\$ 95,615.15
	Sales Tax Excluded

SCOPE OF WORK

- Removal of existing analog cameras, cabling and power supply at (3) SkyWatch Surveillance Stations.
- Procurement and Installation of 4 network cameras and cabling per SkyWatch Surveillance Station. **TOTAL (12 CAMERAS)**
- Removal of existing network cameras at (6) SkyCop Surveillance Stations.
- Procurement and Installation of 3 cameras per SkyCop Surveillance Station. **TOTAL (18 CAMERAS)**

CLARIFICATIONS

- Existing display monitors to be reused for the SkyWatch surveillance stations.
- Network PoE switches and connectivity provided by the City of Pharr.
- Existing equipment removed will be returned to the City of Pharr.
- If required, customer will provide access badges, keys, and or escorts in order to perform this installation in a timely manner.
- Delays due to limited access or other events, which are out of 3Sixty's control, will be billed per hour for every hour the delay exists.
- Installation will be performed between the hours of 7:30 AM and 4:30 PM, Mon - Fri.
- All primary 120V power requirements will be provided by electrical contractor.
- All duct bank, all EMT raceways, all wiremold raceways, all conduit, all conduit sleeves, all back boxes, and all stub-ups provided and installed by the electrical contractor.
- All building penetrations and poke throughs (wall) provided by the electrical contractor.
- All licenses permits and fees are excluded from this proposal.
- Bonding is excluded from this proposal.
- Equipment will be invoiced upon delivery or when stored by us on your behalf.**
- Labor is invoiced monthly.**
- Payments are due within 30 days of date of invoice.****

ADDENDAS ACKNOWLEDGED

DATE

n/a

INVESTMENT BREAKOUT



CLIENT
Jose J. Peña
IT Director City of Pharr, TX
100 W. Ferguson Ave. Pharr, Texas 78577
Phone: 956.402.4900 jose.pena@pharr-tx.gov

QUOTE DETAILS
Date: 8/17/2022
Quote: 7871
Expiration: 9/1/2022
GSA Number: GS-07F-0200W

INVESTMENT BREAKOUT
SkyWatch and SkyCop Cameras

DESCRIPTION	MFG	MPN	QTY	UNIT PRICE	PRICE EXTENDED
5MP IR Outdoor Dome	Hanwha Techwin	XNV-8030R	6	\$ 532.98	\$ 3,197.88
4K 30x IR, Wiper PTZ	Hanwha Techwin	XNP-9300RW	18	\$ 2,901.78	\$ 52,232.04
Wall & Pole Mount (White)	Hanwha Techwin	SBP-156WMW	18	\$ 88.23	\$ 1,588.14
5MP Outdoor Network Bullet Camera with 4.6mm Lens and Night Vision	Hanwha Techwin	XNO-8030R	6	\$ 541.44	\$ 3,248.64
Multi-Conductor - Enhanced Category 6 Nonbonded-Pair Cables 4-pair U/UTP CMP Box Blue	Superior Essex	77-246-2B	2	\$ 365.01	\$ 730.02
WAVE, 24X IP Camera License	Hanwha Techwin	WAVE-Pro-24	1	\$ 2,345.11	\$ 2,345.11
WAVE, 1X IP Camera License	Hanwha Techwin	WAVE-Pro-01	6	\$ 97.71	\$ 586.26
MATERIALS TOTAL				\$ 63,928.09	
LABOR TOTAL				\$ 31,687.06	
TOTAL				\$ 95,615.15	

GENERAL TERMS
Equipment and labor are invoiced as delivered.
Payment terms are NET 30.
Pricing Excludes Sales Tax, if applicable.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: August 11, 2022

MEETING DATE: September 6, 2022

FROM: William Edmundson, Assistant
Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Agreement between the City of Pharr and Axon Enterprise, Inc. for the purchase of 152 Axon Taser 7 devices through Buyboard Contract No. 648-21 in the amount of \$105,719.36 for year 2022 and for each additional year until August 2026 for a total of \$528,595.20 for the Pharr Police Department-Patrol Operations. This item supports **SSC - Safe and Secure Community**.

Classification: Regular

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

Issue: The Pharr Police Department's currently issued tasers X2 are no longer under warranty and obsolete. The Pharr Police Department needs to purchase a new upgraded Taser 7 to meet the demands of the patrol operations and the safety of the officers.

(PROJECT# 2122-21-512-P032-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

William Edmundson

Joel Robles

Anali Alanis

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/11/2022

Approved - 8/12/2022

Approved - 8/12/2022

Approved - 9/1/2022

Approved - 9/1/2022

Final Approval - 9/2/2022



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-405695-44784.580DT

Issued: 08/11/2022

Quote Expiration: 08/30/2022

Estimated Contract Start Date: 09/15/2022

Account Number: 151756

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-1900 S Cage Blvd 1900 S Cage Blvd Pharr, TX 78577-6751 USA	Pharr Police Dept. - TX 1900 US 280 PHARR, TX 78577 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	William Edmundson Phone: (956) 402-4711 Email: william.edmundson@pd.pharr-tx.gov Fax: (956) 781-9163

Quote Summary

Program Length	60 Months
TOTAL COST	\$528,595.20
ESTIMATED TOTAL W/ TAX	\$528,595.20

Discount Summary

Average Savings Per Year	\$28,111.41
TOTAL SAVINGS	\$140,557.04

Payment Summary

Date	Subtotal	Tax	Total
Aug 2022	\$105,719.36	\$0.00	\$105,719.36
Aug 2023	\$105,718.96	\$0.00	\$105,718.96
Aug 2024	\$105,718.96	\$0.00	\$105,718.96
Aug 2025	\$105,718.96	\$0.00	\$105,718.96
Aug 2026	\$105,718.96	\$0.00	\$105,718.96
Total	\$528,595.20	\$0.00	\$528,595.20

Quote Unbundled Price:	\$669,152.24
Quote List Price:	\$554,969.84
Quote Subtotal:	\$528,595.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	152	60	\$72.52	\$60.00	\$57.96	\$528,595.20	\$0.00	\$528,595.20
A la Carte Hardware									
74200	TASER 7 6-BAY DOCK AND CORE	2			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85147	CEW STARTER	1			\$4,125.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	49		\$6.58	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$528,595.20	\$0.00	\$528,595.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	152	08/15/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	08/15/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	182	08/15/2022
2021 Taser 7 Certification Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	08/15/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	132	08/15/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	20	08/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	456	08/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	304	08/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	456	08/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	304	08/15/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	304	08/15/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	304	08/15/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	08/15/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	08/15/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	08/15/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/15/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	2	08/15/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	08/15/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	08/15/2022
A la Carte	74200	TASER 7 6-BAY DOCK AND CORE	2	08/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	304	08/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	304	08/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	304	08/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	304	08/15/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	304	08/15/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	304	08/15/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	304	08/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	304	08/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	304	08/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	304	08/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	152	09/15/2022	09/14/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	2	09/15/2022	09/14/2027

Services

Bundle	Item	Description	QTY
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1

Services

Bundle	Item	Description	QTY
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	182	08/15/2023	09/14/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	152	08/15/2023	09/14/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	5	08/15/2023	09/14/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/15/2023	09/14/2027
A la Carte	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/15/2023	09/14/2027

Payment Details

Aug 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	152	\$105,719.36	\$0.00	\$105,719.36
Total				\$105,719.36	\$0.00	\$105,719.36

Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 2	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	152	\$105,718.96	\$0.00	\$105,718.96
Total				\$105,718.96	\$0.00	\$105,718.96

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 3	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	152	\$105,718.96	\$0.00	\$105,718.96
Total				\$105,718.96	\$0.00	\$105,718.96

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	152	\$105,718.96	\$0.00	\$105,718.96
Total				\$105,718.96	\$0.00	\$105,718.96

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 5	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	152	\$105,718.96	\$0.00	\$105,718.96
Total				\$105,718.96	\$0.00	\$105,718.96

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/11/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard Contract # 648-21

This agreement ("the Agreement") is hereby made this ____ day of _____, 2022, by the City of Pharr, Texas ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency desires Axon to provide certain products and services as described on Quote Q-405695-44770.869DT; and

WHEREAS, Axon is a party to Contract No. 648-21 with The Local Government Purchasing Cooperative ("BuyBoard") dated 01 October, 2021, related to "Law Enforcement Body Cameras, Supplies, and Equipment/Public Safety and Firehouse Supplies and Equipment" (the "Buyboard Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Agency at the same prices chargeable to Buyboard; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Buyboard Contract for the goods and services detailed in Quote Q- Q-405695-44770.869DT (the "Quote") attached hereto as Exhibit A.
2. Notwithstanding the BuyBoard Contract, Agency will have fifteen (15) business days to reject the product. Failure to notify Vendor of rejection within the fifteen (15) business day inspection period will be deemed acceptance.
3. Notwithstanding the BuyBoard Contract, the Parties will have an option to renew the subscription term for an additional five (5) years by way of a signed Amendment.
4. Subject to the BuyBoard Contract Termination provision 17, Agency may terminate this Agreement for convenience if it provides sixty (60) business days written notice to Axon.
5. Notwithstanding the BuyBoard Contract, Axon agrees that pricing provided to Agency may be subject to Public Information Request (PIR) and does not require prior notice of disclosure to Axon.
6. The term of this Agreement shall begin upon the date of last signature and shall continue until all the expiration of the term specified within the Quote. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with Buyboard Contract #648-21, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Quote

See Next Page

REQUEST FOR AVAILABILITY OF FUNDS

CONSTRUCTION ☐ PURCHASE ☒

PURCHASE & INSTALLATION ☐

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☒

TYPE/PRINT NAME: Pharr Police Department

SIGNATURE: 

TITLE: Deputy Chief of Police

DEPARTMENT: Police

DATE: 08/11/2022

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

FY22 Purchase of 152 Taser 7 (5) year contract. 1st year cost \$105,719.36

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 21-512-3301-000 ESTIMATED COST: \$105,719.36

ACCOUNT NUMBER/PROJECT ID: ESTIMATED COST:

BUDGET INFORMATION:

BUDGETED ☐ NOT BUDGETED ☒

FUND NAME: Seized Assests DEA

ACCOUNT NUMBER(S): 21-51200-3301-000

INCLUDE PROJ.ID(S):

AMOUNT:

FINANCE SIGNATURE:

TITLE: Karla Saavedra, Finance Director

DATE:

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: August 29, 2022

MEETING DATE: September 6, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Lease Agreement with Stryker Sales, LLC, out of Redmond, WA for Lucas 3.1 Chest Compression Systems for use by the Fire Department. This item supports **SSC - Safe and Secure Community**.

Classification: Regular

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

Issue: The fire department is in need of replacing existing Lucas Chest Compression Devices that were purchased approximately ten years ago. The devices are obsolete and need to be replaced with the latest model. This device is utilized by fire personnel to provide chest compressions for patients that are in full cardiac arrest. These devices are carried on all front line apparatus in the department and are critical to providing life saving intervention for patients in need of CPR in the field.

Stryker Sales is the authorized representative for this product in North America and is proposing a seven (7) year lease agreement for these devices at an annual cost of \$23,559.89 or an aggregate cost of \$164,919.24 over the life of the agreement. (Project# 2122-01-515-S021-001)

Fiscal Consideration: This item is budgeted in the current and proposed fiscal budgets.

Staff Recommendation: Based on review by this office, staff recommend approval of the lease agreement with Stryker Sales, LLC, for the Lucas 3.1 Chest Compression System in the amount of \$164,919.24.

Alternatives: Do not approve agreement

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis

Created/Initiated - 8/29/2022
Approved - 8/30/2022
Approved - 8/31/2022
Approved - 9/1/2022
Approved - 9/1/2022

City Management Office

Final Approval - 9/2/2022

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332



Date: August 24, 2022

RE: Reference no:2210167436

CITY OF PHARR, TX
118 S CAGE BLVD FL 3
PHARR, Texas 78577-4855

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider

****Conditions of Approval: Insurance Authorization and Verification ,Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Upfront Payment Check No:	_____		
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of August, 2022

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Short Form Lease Agreement No.2210167436

Owner ("we" or "us") :
Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF PHARR, TX 118 S CAGE BLVD FL 3 PHARR, Texas 78577-4855	Equipment Location: 118 S CAGE BLVD FL 3 PHARR, Texas 78577-4855 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
---	--

Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 73 Equipment purchase option: \$1 Buyout Option Equipment purchase option shall be FMV unless another option is stated above.			
Number of payments	Payment frequency	Payment amount	Security deposit	First period payment	Other	Total payment enclosed
7	Annual	\$23,559.89(First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	\$0.00	+\$0.00	+\$0.00	=\$0.00

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES, LLC (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Lease Agreement Number 2210167436

Description of equipment

Customer name: CITY OF PHARR, TX

Delivery Location: 118 S CAGE BLVD FL 3, PHARR, Texas , 78577-4855

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	6
11576-000080	BATTERY,LUCAS,DARK GRAY	6
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	6
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	6
11576-000047	LUCAS SUCTION CUP DISPOSABLE 12-PACK	6

Total equipment: \$119,234.28

Service coverage:

Model number	Service coverage description	Quantity	Years
78000704	LUCAS Prevent Service	6	7.00

Total service coverage: \$44,446.50

Freight: \$1,238.46

Total Amount: \$164,919.24

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: August 24, 2022

Short Form Lease Agreement Number 2210167436

To: CITY OF PHARR, TX ("Customer")
118 S CAGE BLVD FL 3
PHARR, Texas 78577-4855

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$119,234.28** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$119,234.28

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 2210167436

See Exhibit A to Short Form Lease Agreement Number 2210167436

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement No. 2210167436 (the "Agreement")** between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF PHARR, TX ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

SOLE SOURCE AFFIDAVIT

1. My name is (Print Name) Jennifer N. Collins
I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
I am authorized to sign contracts for the following company or firm:
- Company: Stryker Sales, LLC
Address: 11811 Willows Rd NE
City, State, Zip Code Redmond, WA 98052
Telephone Number: () 800-STRYKER
Fax Number: () N/A
E-mail Address: USContracts@stryker.com
2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
Lucas 3.1
ProCare
3. Competition in providing the above named item(s) is precluded due to:
☒ A patent
☐ A copyright
☐ A secret process
☐ A monopoly
☐ It is a film
☐ It is a manuscript
☐ It is a book
☐ It is a utility service, including electricity, gas, or water
☐ It is a captive replacement part or component for equipment
4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
- Jennifer N. Collins Manager, Contracts and Pricing 8/30/22
Signature of Authorized Official Title of Authorized Official Date

NOTARY USE ONLY

Subscribed and Sworn to before me this 30th day of
August, 2022, State of
Michigan, County of Kalamazoo.
Jennifer N. Collins
Signature of Applicant
[Signature]
Signature of Notary Public





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to award a contract for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I to ASAGO, LLC, out of Mission, Texas in the amount of \$2,325,300.55. This item supports **QL - Quality of Life**.

Classification: Regular

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

Issue: On Tuesday, June 07, 2022, bids were opened and read aloud for the PSJA Tri-City Pedestrian Safety Improvements Project Phase I. A total of three (3) bids were received and found to be responsive. The apparent low bidder was ASAGO, LLC, out of Mission, Texas.

Staff then proceeded to review the bid packages in more depth and performed a bid analysis to ensure the bids were balanced. The results showed ASAGO to be the lowest responsible bidder and a Letter of Bid Analysis and Recommendation for Award was submitted to the Texas Department of Transportation (TxDOT) for their review and concurrence.

TxDOT provided their concurrence on August 18, 2022, and the project is now ready to be awarded by the City Commission.

(PROJECT# CSJ: 0921-02-391)

Fiscal Consideration:

Original Contract: \$2,325,300.55

Staff Recommendation: Staff recommends awarding the contract for the PSJA Tri-City Pedestrian Safety Improvements Project to the lowest responsible bidder, ASAGO, LLC, in the amount of \$2,325,300.55.

Alternatives: The alternative is to refrain from awarding the contract and then either re-bid or cancel the project.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Ruben Alfaro

Ignacio Amezcua

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/31/2022

Approved - 9/1/2022

Approved - 9/2/2022

Denied - 9/2/2022



600 WEST INTERSTATE 2, PHARR, TEXAS 78577-6535 | 956.702.6100 | WWW.TXDOT.GOV

August 18, 2022

The Honorable Ambrosio "Amos" Hernandez, MD
Mayor, City of Pharr
P.O. Box 1729
Pharr, Texas 78577

RE: Local Let Project Award
HWY: Various Locations within Hidalgo County
CSJ: 0921-02-391
From: Within the Cities of Alamo & Pharr & San Juan

Dear Mayor Hernandez,

We have completed our review of the bid package and analysis that was included with the City of Pharr letter dated August 5, 2022, and we concur with awarding the contract to ASAGO, LLC, of Mission Texas with their low bid amount of \$2,325,300.55. The City of Pharr may now award the contract and move forward with construction operations.

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

If you have any questions, feel free to call me or our Project Manager, Joseph E. Leal, P.E. at (956) 702-6247.

Sincerely,

DocuSigned by:

EABA335C2DAA48C...

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

Cc: Ruben Alfaro, P.E., Pharr City Engineer
Norma Y. Garza, P.E., Pharr District, Director of Transportation Planning & Development
Rene Garza, P.E., Pharr District, Pharr Area Engineer
Margil Maldonado, Jr., P.E., Pharr District Advanced Project Delivery Supervisor
Agustin Ramirez, P.E., Pharr District Design Support Supervisor
Jesus Noriega, P.E., Pharr District, Assistant Pharr Area Engineer
Ricardo Bravo, P.E., Pharr District Construction Project Manager
Maria Rangel, P.E., Assistant City Engineer, City of Pharr



BID OPENING: JUNE 7, 2022 at 3:00 P.M.

LOCATION: City Commission Room

PSJA Tri-City Pedestrian Safety Improvements Project – Phase I

PROJECT NO.: CSJ 0921-02-391

BID TABULATION

Reference Number	Description	Type	UOM	Quantity	Asago, LLC	Texas Cordia Construction, LLC	GO UNDERGROUND LLC
1	PREPARING ROW	Base	STA	345	\$258,750.00	\$345,000.00	\$1,104,000.00
2	TOPSOIL (4")	Base	STA	345	\$86,250.00	\$206,655.00	\$7,590.00
3	CELL FBR MLCH SEED	Base	SY	27,021.00	\$14,861.55	\$13,510.50	\$216,168.00
4	RETAINING WALL (CAST - IN - PLACE)	Base	SF	109	\$8,720.00	\$17,440.00	\$27,250.00
5	RIPRAP (CONC)(4 IN)	Base	CY	32	\$28,800.00	\$14,944.00	\$16,000.00
6	RAIL (HANDRAIL)(TY C)	Base	LF	21	\$21,000.00	\$7,707.00	\$6,720.00
7	RC PIPE (CL III)(18 IN)(SPL)	Base	LF	24	\$1,800.00	\$3,648.00	\$2,880.00
8	SET (TY II)(18 IN)(RCP)(4:1)(P)	Base	EA	2	\$3,200.00	\$3,000.00	\$4,000.00
9	MOBILIZATION	Base	LS	1	\$210,000.00	\$250,000.00	\$350,000.00
10	BARRICADES, SIGNS AND TRAFFIC HANDLING	Base	MO	16	\$96,000.00	\$96,000.00	\$80,000.00
11	BIODEG EROSN CONT LOGS (INSTL)(12")	Base	LF	1,784.00	\$8,920.00	\$10,704.00	\$8,920.00
12	BIODEG EROSN CONT LOGS (REMOVE)	Base	LF	1,784.00	\$1,784.00	\$3,568.00	\$3,568.00
13	CONC CURB & GUTTER (TY A)	Base	LF	50	\$3,500.00	\$2,000.00	\$1,600.00
14	CONC CURB (MONO) (TY A) (6")	Base	LF	765	\$16,830.00	\$40,545.00	\$24,480.00
15	DRIVEWAYS (CONC)	Base	SY	2,671.00	\$213,680.00	\$219,022.00	\$534,200.00
16	DRIVEWAYS (ACP)	Base	SY	53	\$3,710.00	\$4,876.00	\$10,600.00
17	CURB RAMPS (TY 1)	Base	EA	62	\$80,600.00	\$93,000.00	\$341,000.00
18	CURB RAMPS (TY 2)	Base	EA	2	\$2,800.00	\$3,260.00	\$6,400.00
19	CURB RAMPS (TY 5)	Base	EA	10	\$16,000.00	\$19,800.00	\$100,000.00
20	CURB RAMPS (TY 7)	Base	EA	32	\$41,600.00	\$49,600.00	\$320,000.00
21	CURB RAMPS (TY 10)	Base	EA	32	\$41,600.00	\$49,600.00	\$320,000.00
22	CURB RAMPS (TY 22)	Base	EA	2	\$4,000.00	\$3,600.00	\$6,400.00
23	DRIVEWAY RAMPS (TY A)	Base	EA	97	\$97,000.00	\$192,545.00	\$310,400.00
24	DRIVEWAY RAMPS (TY B)	Base	EA	6	\$6,600.00	\$11,820.00	\$19,200.00
25	DRIVEWAYS RAMPS (TY C)	Base	EA	1	\$1,300.00	\$2,220.00	\$3,200.00
26	DRIVEWAY RAMPS (TY D)	Base	EA	144	\$158,400.00	\$285,120.00	\$460,800.00
27	CONC SIDEWALKS (4")	Base	SY	16,004.00	\$800,200.00	\$912,228.00	\$1,280,320.00
28	CONC SIDEWALKS (6")	Base	SY	763	\$68,670.00	\$51,884.00	\$61,040.00
29	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	Base	EA	5	\$5,000.00	\$5,250.00	\$4,000.00
30	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	Base	LF	977	\$4,885.00	\$4,396.50	\$4,885.00
31	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	Base	LF	883	\$8,830.00	\$7,505.50	\$4,415.00
32	TMA (STATIONARY)	Base	DAY	286	\$10,010.00	\$314,600.00	\$371,800.00
Total Extended Project Cost					\$2,325,300.55	\$3,245,048.50	\$6,011,836.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.D.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 1 to the Interlocal Agreement between the City of Pharr and Hidalgo County Drainage District Number 1 (HCDD #1) for the East Las Milpas Road Stormwater Improvements Project. This item supports **IF - Infrastructure**.

Classification: Regular

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

Issue: Amendment Number 1 to the ILA is to formally acknowledge and accept a design change that was made after the original agreement was executed.

The design change came about from the long lead time for reinforced concrete pipes (RCP). RCP was the material for the project length running along the road, and the remaining portion was High Performance Polypropylene (HPP) Pipe for the length outside of the right-of-way. However, in order to avoid the long lead time that would cause delays to the project, HCDD #1 suggested the use of HPP for the whole project length.

The City of Pharr agreed to the use of HPP for the entire project with the condition that warranty be extended for an additional year for a total of two years. Also, three months will be added to the construction time for a revised completion date of March 31, 2023.

A copy of the amendment and updated plans are attached for your review.

Fiscal Consideration: Amendment Number 1 is at no cost to the City. The only future cost is the long-term routine maintenance of the stormwater system.

Staff Recommendation: Staff recommends approval of Amendment Number 1 to the ILA with HCDD #1 for the East Las Milpas Road Stormwater Improvements Project.

Alternatives: Insist that HCDD #1 stick with its original design. However, this route is not guaranteed to work out and it will certainly cause delays for the project.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Ruben Alfaro
Patricia Rigney
City Management Office

Created/Initiated - 9/2/2022
Approved - 9/2/2022
Approved - 9/2/2022
New -

STATE OF TEXAS
HIDALGO COUNTY

§
§

**INTERLOCAL AGREEMENT
AMENDMENT #1**

This AMENDMENT is entered into and effective the ____ day of September 2022, by and between Hidalgo County Drainage District No. 1 (“Drainage District”) and the City of Pharr, Texas (the “City”).

WHEREAS the Drainage District and the City executed an interlocal agreement on the 6th day of June 2022, to effectuate their agreement for undertaking the stormwater improvements adjacent to East Las Milpas Road in the City; and

WHEREAS, reinforced concrete pipe (RCP) accounts for much of the project material and is not readily available; and

WHEREAS, to avoid further delay to the project, the Drainage District recommends changing the RCP in the design with high-performance polypropylene (HPP) pipe; and

WHEREAS the Drainage District and City wish to agree to amend the contract to reflect the design change, as well as related changes to time.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between Drainage District and the City to amend the agreement as follows:

1. Paragraph #1 is amended to read as follows:

1. **Improvements.** The Drainage District shall construct the stormwater improvements (“Improvements”) adjacent to Las Milpas Road as set forth in the plans and specifications attached hereto as **Exhibit A** and dated **08/10/2022**. Drainage District will warranty the Improvements for **two (2) years** beginning once substantial completion has been achieved by the third-party contractor.

2. Paragraph #3 is amended to read as follows:

2. **Time.** The term of this Interlocal Agreement begins when signed by both parties and automatically expires on **March 31, 2023**, if not terminated earlier by either party. This Agreement may be amended or extended upon mutual agreement of the Drainage District and the City.

3. Paragraph #4 is amended to read as follows:

3. **License.** The City hereby grants to the Drainage District a non-exclusive

license to perform the Improvements (the "License") over existing easements and right of way maintained by the City along Las Milpas Road. The License is conveyed as is, where is, with all faults. The City's grant of this license extends to Drainage District's third-party contractors who may work on the Improvements. This license is effective until **March 31, 2023**.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED AS TO FORM AND SUBSTANCE:

CITY OF PHARR, TEXAS

By: _____
Dr. Ambrosio Hernandez, Mayor

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Richard Cortez, Chairman
Board of Directors

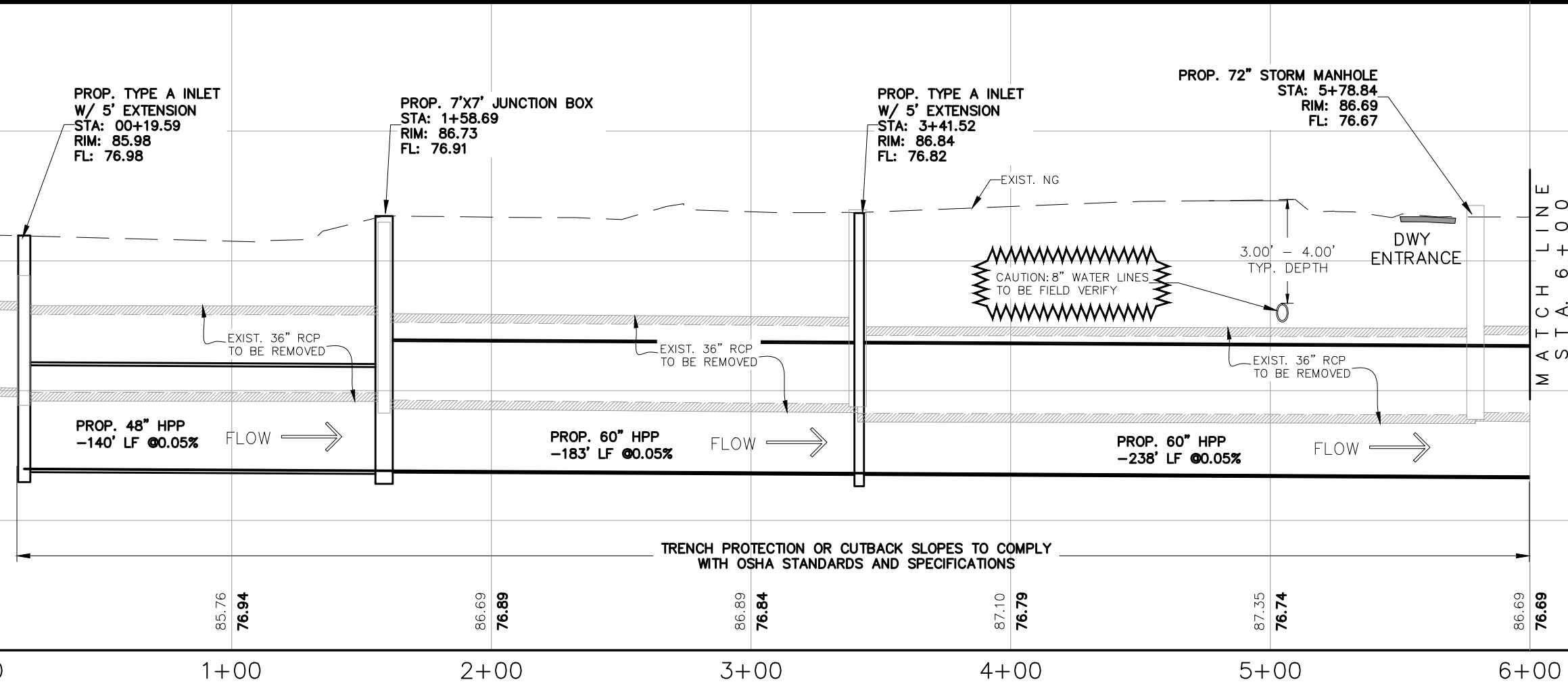
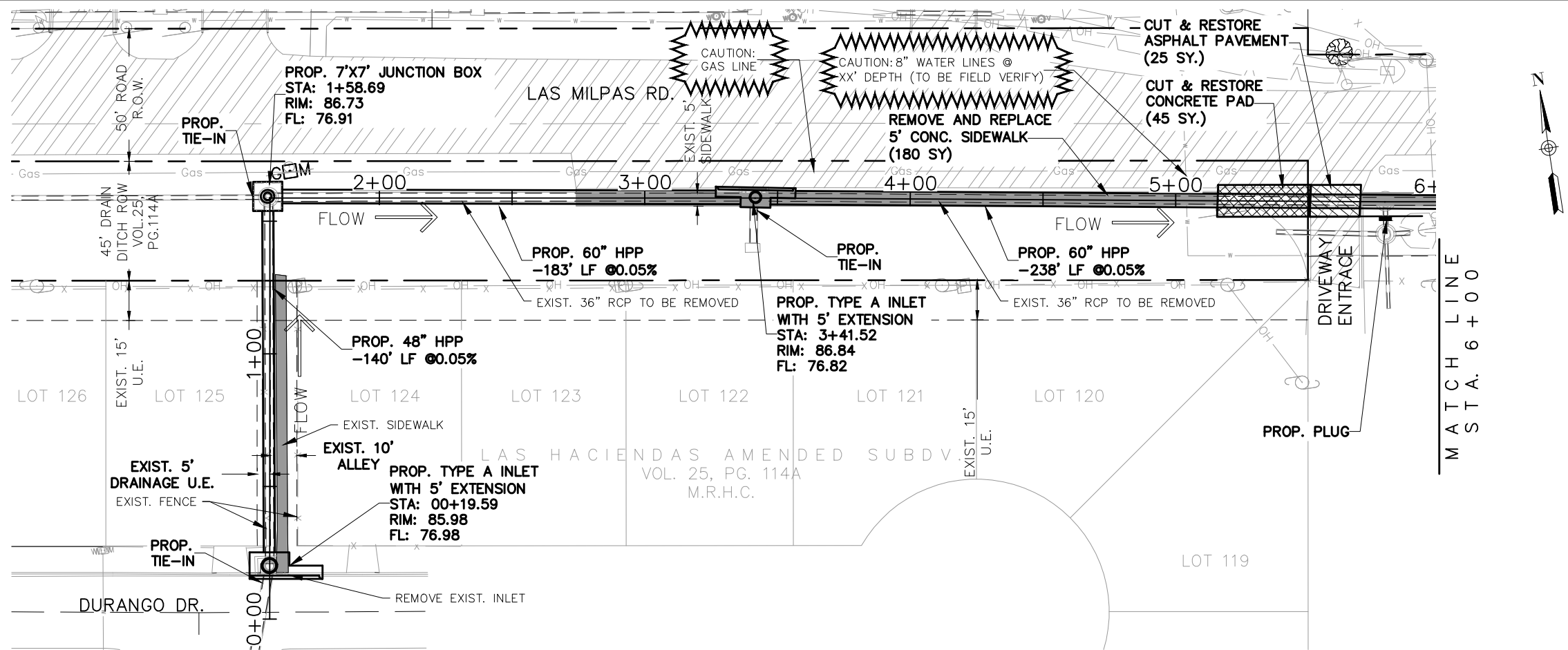
APPROVED AS TO FORM ONLY:

By: _____
Patricia Rigney, City Attorney

JONES, GALLIGAN, KEY & LOZANO, LLP

By: _____
Legal Counsel for
Hidalgo County Drainage Dist. No.1

EXHIBIT A



Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

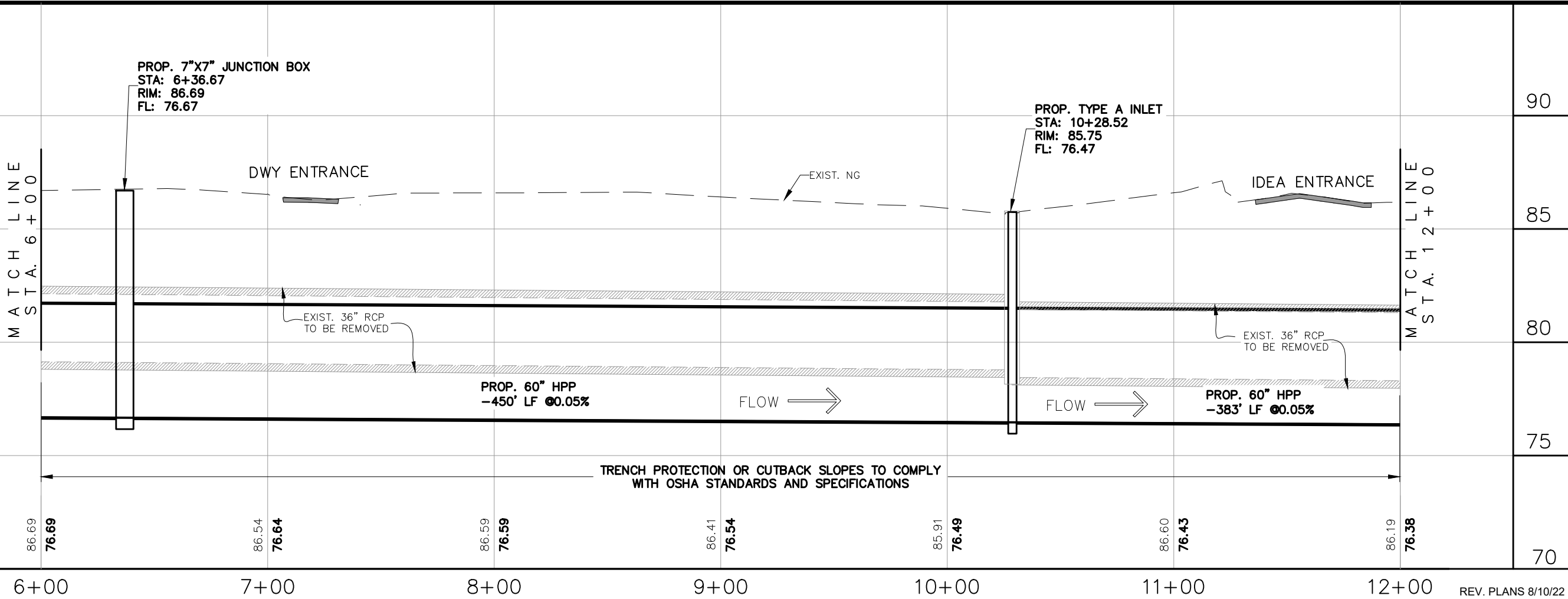
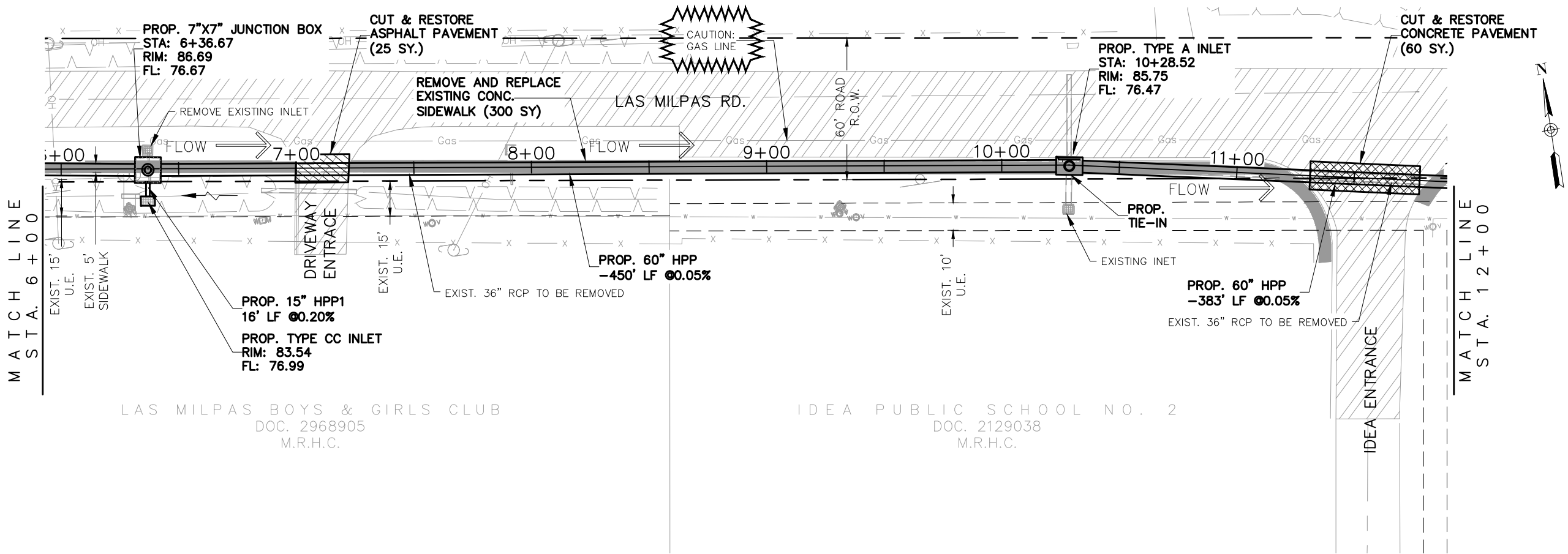
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

SOUTH PHARR LATERAL AND LAS MILPAS
PLAN AND PROFILE
STA. 0+00 - STA. 6+00



This seal appearing on this document was authorized by Omar Anzaldua Jr., P.E., No. 97249, on the above designated date.
8/10/2022
PROJECT NO. E-21-017
SCALE: H. 1"=50' / V. 1"=5'
DRAWN BY: A.V./F.A.
CHECKED BY: R.S./N.S.
TOPO BY: S.S./E.I.
SHEET: C01-01

REV. PLANS 8/10/22

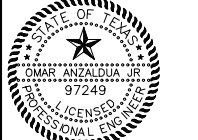




HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

SOUTH PHARR LATERAL AND LAS MILPAS
PLAN AND PROFILE
STA. 6+00 - STA. 12+00



This seal appearing on this document was authorized by Omar Anzaldua Jr., P.E., No. 97249 on the above designated date.

8/10/2022

Omar Anzaldua Jr.

PROJECT NO. E-21-017

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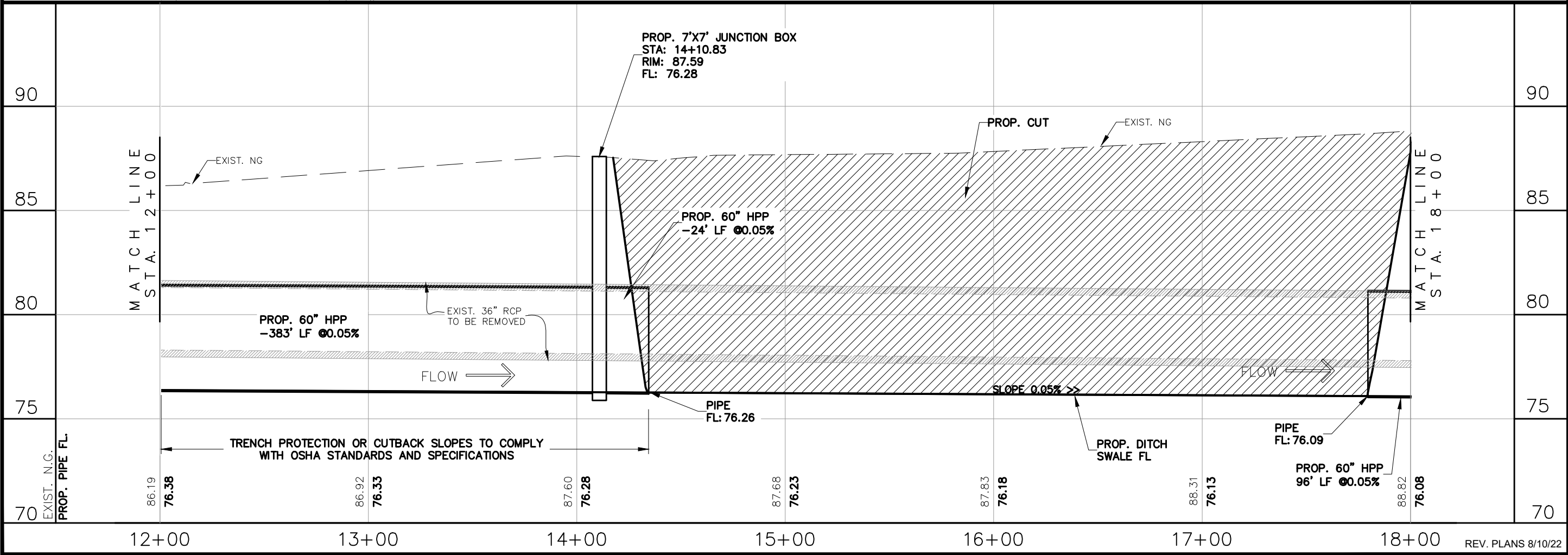
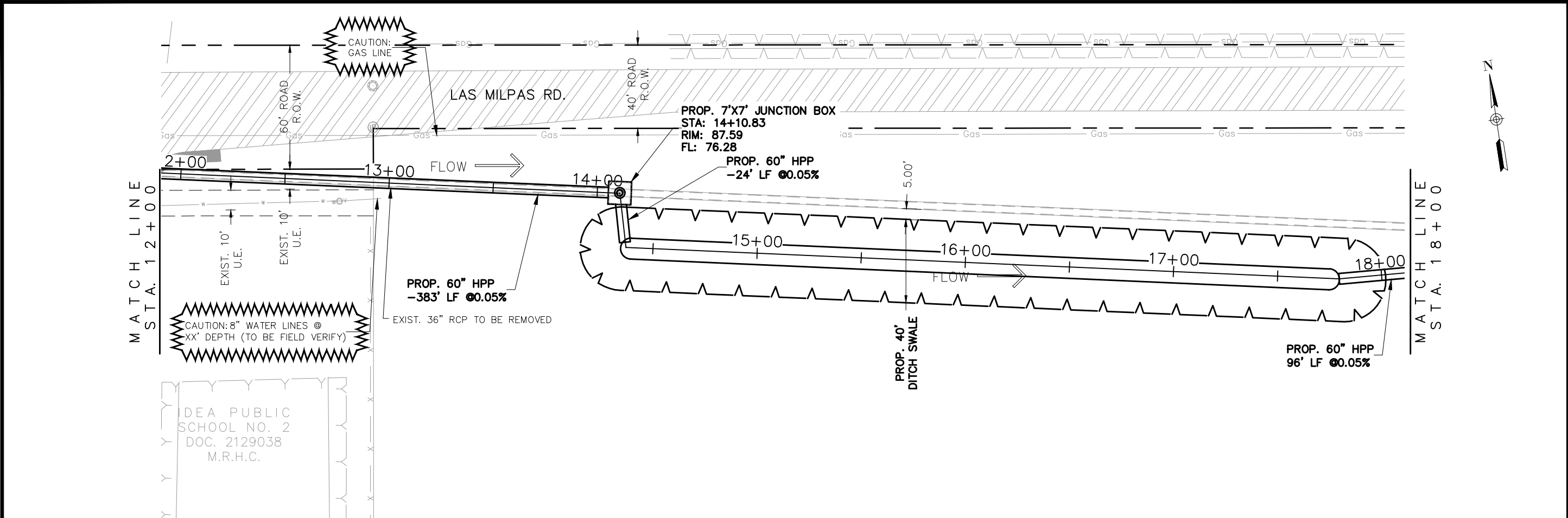
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CHECKED BY: R.S./N.S.

TOPO BY: S.S./E.I.

SHEET: C01-02

Drawing: S:\HCD01 - PROJECTS\E-21-017 South Pharr Lateral and Las Milpas Rd RD\Design\CAD\dwg\Plan and Profile.dwg
Layout: Tab: Layout1 Date: 08/10/2022 Time: 10:30:27 AM





HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

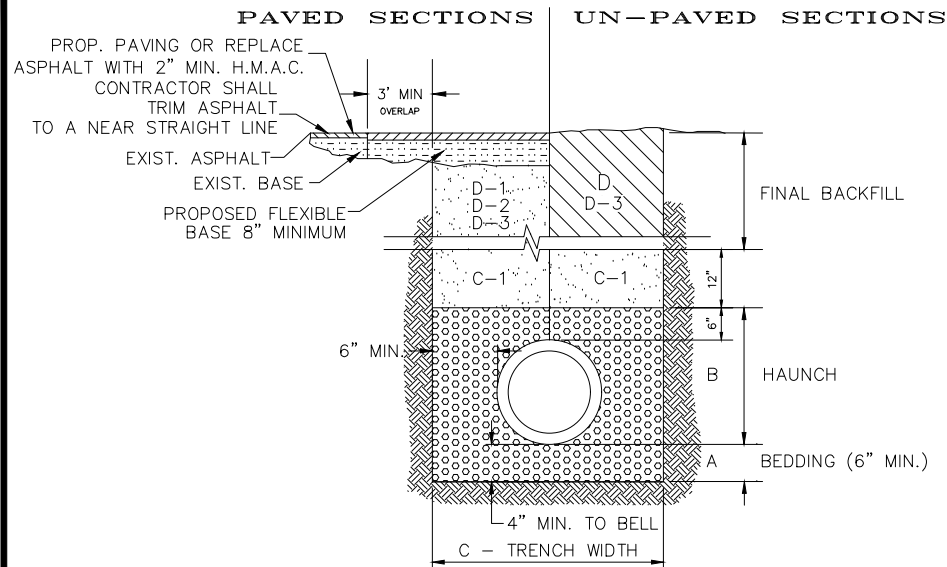
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

SOUTH PHARR LATERAL AND LAS MILPAS
PLAN AND PROFILE
STA. 12+00 - STA. 18+00



This seal appearing on this document was authorized by Omar Anzaldua Jr., P.E., No. 97249 on the above designated date, 8/10/2022.

PROJECT NO. E-21-017
SCALE: H:1"=50' / V:1"=5'
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CHECKED BY: R.S./N.S.
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SHEET: C01-03

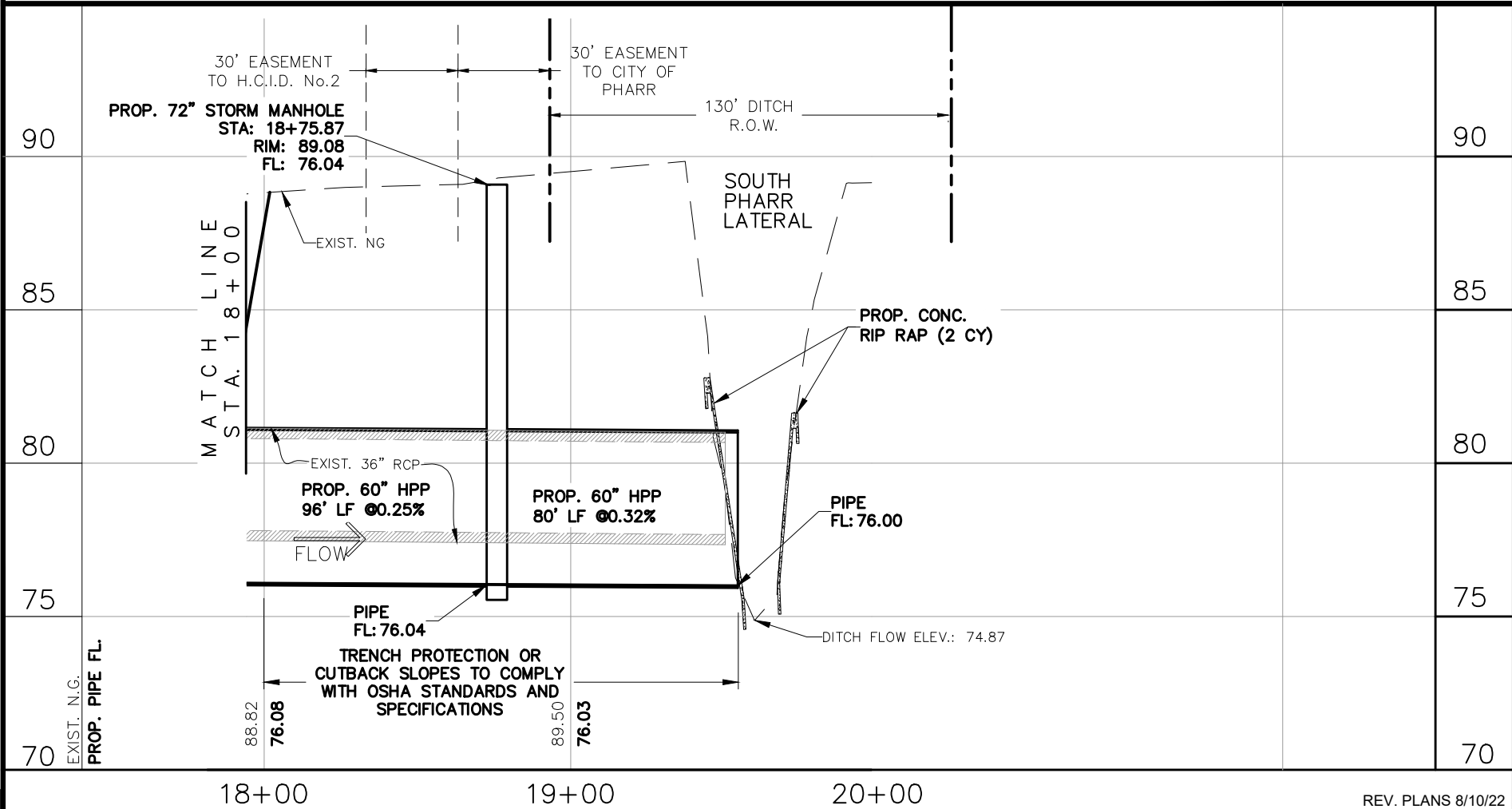
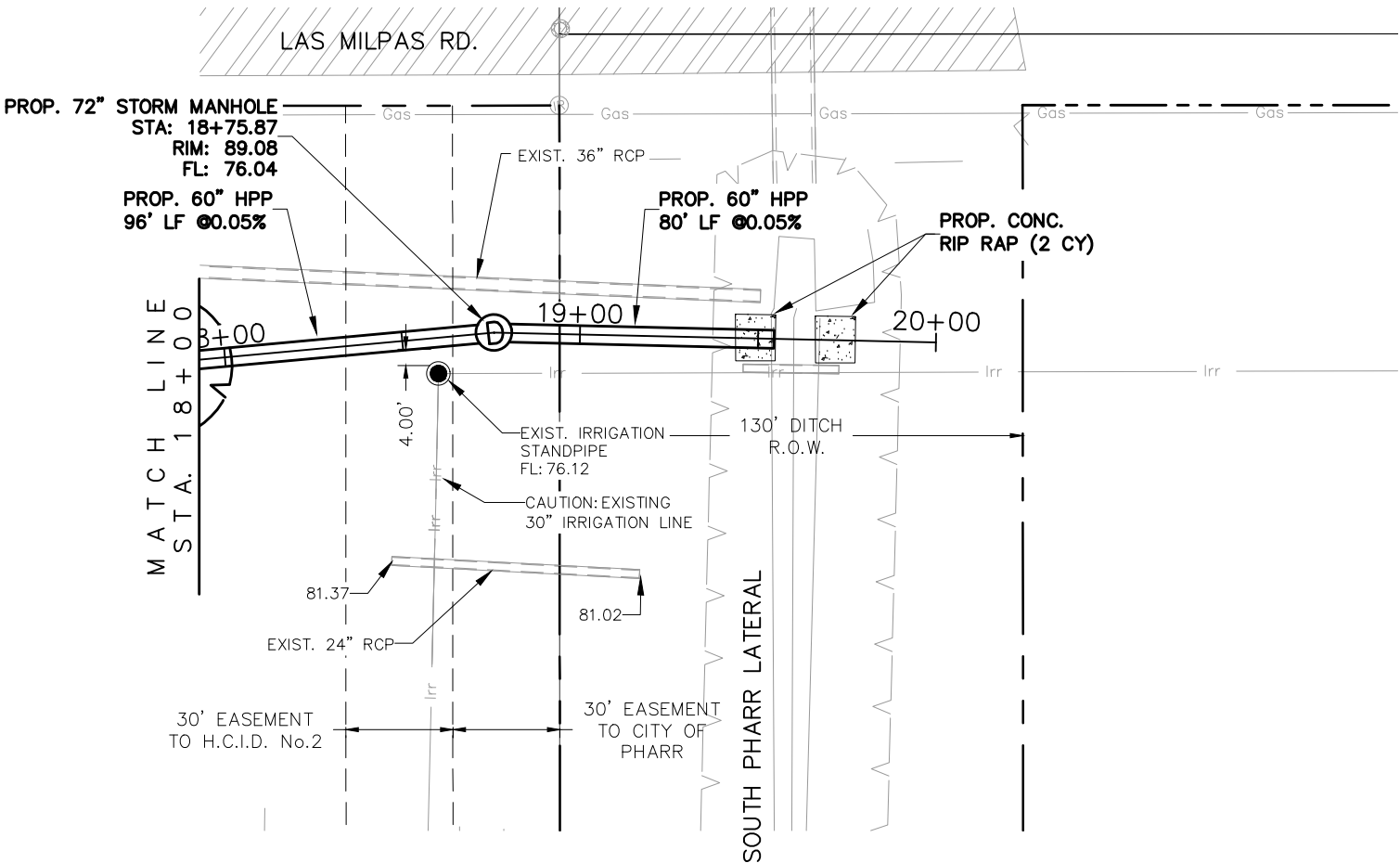


STORM TRENCH BEDDING AND BACKFILL DETAILS
HIGH PERFORMANCE POLYPROPYLENE DRAIN PIPE
N.T.S

- A. BEDDING FOR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6”) – PIT RUN GRAVEL 3/4” MAX SIZE.
- B. HAUNCH FOR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8” LOOSE LIFTS, MECHANICAL COMPACTION.
- C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12”. MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.
- C-1 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8” LOOSE LIFTS, MECHANICAL COMPACTION.
- D. FINAL BACKFILL FOR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12” LOOSE LIFT, MECHANICAL COMPACTION).
- D-1 FINAL BACKFILL FOR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8” LOOSE LIFTS, MECHANICAL COMPACTION.
- D-2 FINAL BACKFILL FOR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8” LOOSE LIFTS, MECHANICAL COMPACTION.
- D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4” GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8”.

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

STORM TRENCH BEDDING AND BACKFILL DETAIL



REV. PLANS 8/10/22



Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

HIDALGO COUNTY DRAINAGE
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LAS MILPAS

PLAN, PROFILE AND DETAIL
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This seal appearing on this document was authorized by Omar Anzaldua Jr., P.E., No. 97249 on the above designated date.

8/10/2022
OMAR ANZALDUA JR. P.E. No. 97249

PROJECT NO. E-21-017

SCALE: H.1"=50' / V.1"=5'

DRAWN BY: A.V./F.A.

CHECKED BY: R.S./N.S.

TOPO BY: S.S./E.I.

SHEET:

C01-04



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.E.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Casco Industries out of La Porte, Texas for the purchase of structural firefighting helmets. This item supports **SSC - Safe and Secure Community**.

Classification: Regular

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

Issue: Contract extension with Casco Industries for the purchase of Structural firefighting helmets.

(Year 2 of 3) (Project# 2021-01-515-SP007-149)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to extend the Supply contract for an additional year. This will be the second year extension.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 8/31/2022

Approved - 8/31/2022

Approved - 8/31/2022

Approved - 9/1/2022

Approved - 9/1/2022

Final Approval - 9/2/2022

**EXTENSION OF AGREEMENT
SUPPLY CONTRACT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING HELMETS FOR THE
FIRE DEPARTMENT**

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING HELMETS FOR THE FIRE DEPARTMENT, made and entered into the _____ day of _____, 2022, by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **CASCO INDUSTRIES.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 705 S. 8TH, La Porte, TX 77571.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase of Structural Firefighting Helmets dated, October 5, 2021, by which CONTRACTOR serves the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project # 2021-01-515-SP007-149;** and

WHEREAS, the current term expires on October 18, 2022; and

WHEREAS, the Agreement provided that the City reserved the right to extend said Contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one additional year from October 18, 2022, to October 18, 2023. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Purchase of Structural Firefighting Helmets for the Fire Department has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 2022 by the **City of Pharr.**

CITY OF PHARR

By: _____
Andy Harvey, City Manger

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this ____ day of _____, 2022 by **CASCO INDUSTRIES.**

CASCO INDUSTRIES

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.F.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend Service Contract for the City Wide Electrical On-Call and Maintenance Services Rotation List. This item supports **IF - Infrastructure**.

Classification: Regular

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

Issue: Contract extension for City wide electrical on-call and maintenance services contract with participating approved vendors; SAENZ Brothers Construction, and Facility Solutions Group
(Year 3 of 3) (Project# 1920-01-528-S041-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the service contract with SAENZ Brothers Construction from Donna, TX and Facility Solutions Group from Harlingen, TX for an additional year, being the last extension.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 8/31/2022
Approved - 8/31/2022
Approved - 8/31/2022
Approved - 9/1/2022
Approved - 9/1/2022
Final Approval - 9/2/2022

**FINAL EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICES**

THIS FINAL EXTENSION OF AGREEMENT FOR CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE, made and entered into the _____ day SEPTEMBER, 2022 by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **FACILITY SOLUTIONS GROUP.,** hereinafter referred to as "CONTRACTOR" and having its principal place of business at **8018 West Expressway 83, Harlingen, TX 78552**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE** dated, **October 5, 2020**, by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project# 1920-01-528-S041-001** and

WHEREAS, the current term expires on **October 5, 2022**; and

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **thereof until October 5, 2023**. This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the **CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE** has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20____ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Andy Harvey, City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this ____ day of _____, 20____ by **FACILITY SOLUTIONS GROUP**

FACILITY SOLUTIONS GROUP

By: _____

Title

Witness

Print Name

**FINAL EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICES**

THIS FINAL EXTENSION OF AGREEMENT FOR CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE, made and entered into the _____ day SEPTEMBER, 2022 by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **SAENZ BROTHERS CONSTRUCTION LLC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at **3226 N. VICTORIA RD. DONNA, TX 78537**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE** dated, **October 5, 2020**, by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project# 1920-01-528-S041-001** and

WHEREAS, the current term expires on **October 5, 2022**; and

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **thereof until October 5, 2023**. This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the **CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE** has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20____ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Andy Harvey, City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this ____ day of _____, 20____ by SAENZ BROTHERS CONSTRUCTION LLC.

SAENZ BROTHERS CONSTRUCTION LLC.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.G.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the purchase and application of Prime Coat and Tack Coat with Asphalt Oil Express out of Edinburg, Texas. This item supports **IF - Infrastructure**.

Classification: Regular

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

Issue: Contract extension with Asphalt Oil Express for the Purchase and Application of Prime & Tack Coat
(Year 2 of 3) (Project# 2021-01-517-SP004-110)

Fiscal Consideration: N/A

Staff Recommendation: Public Works staff recommends approval to extend the supply contract with Asphalt Oil Express for an additional year with a \$0.015 increase.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 8/31/2022
Approved - 8/31/2022
Approved - 8/31/2022
Approved - 9/2/2022
New -

**EXTENSION OF AGREEMENT
SUPPLY CONTRACT FOR PRIME COAT AND TACK COAT**

THIS EXTENSION OF AGREEMENT FOR PRIME COAT AND TACK COAT, made and entered into the _____ day of SEPTEMBER, 2022, by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **ASPHALT OIL EXPRESS.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 520 W. ALBERTA RD. EDINBURG, TX 78539.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Supply contract for Prime Coat and Tack Coat dated, October 4, 2021, by which CONTRACTOR serves the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project # 2021-01-517-SP004-110;** and

WHEREAS, the current term expires October 4, 2022; and

WHEREAS, the Agreement provided that the City reserved the right to extend said Contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one additional year from October 4, 2022, to October 4, 2023. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the **Supply Contract for Prime Coat and Tack Coat** has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 2022 by the **City of Pharr.**

CITY OF PHARR

By: _____
Andy Harvey, City Manger

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this _ day of _____, 2022_ by **ASPHALT OIL EXPRESS.**

ASPHALT OIL EXPRESS

By: _____

Title

Witness

Print Name

MC30

CURRENT PRICE	NEW PRICE
\$0.125 sq ft.	\$0.14 sq ft.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.H.

DATE SUBMITTED: August 31, 2022

MEETING DATE: September 6, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award Supply Contract for the purchase and delivery of chlorine and calcium hypo-chlorite to DPC Industries, Inc. from Corpus Christi, Texas. This item supports **IF - Infrastructure**.

Classification: Regular

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

Issue: Public Utilities is in need of a supply contract for the purchase and delivery of Chlorine and Calcium Hypo-Chlorite used for the Water and Wastewater Treatment plants.

On August 16, 2022 the purchasing department received one bid for this supply contract.

(Project# 2122-60-582-SP006-157)

Fiscal Consideration: N/A

Staff Recommendation: Public Utilities staff requests to award this supply contract to DPC Industries for a period of one (1) year and the right to extend for two (2) additional years in one (1) year increments, subject to satisfactory performance.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 8/31/2022

Approved - 8/31/2022

Approved - 8/31/2022

Approved - 9/1/2022

Approved - 9/1/2022

Final Approval - 9/2/2022



Pharr
Purchasing



CITY OF PHARR

BID OPENING: AUGUST 16, 2022 AT 3:00 P.M.

CITY COMMISSION ROOM 2ND FLOOR

SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF CHLORINE & CALCIUM HYPO CHLORITE

PROJECT # 2122-60-582-SP006-157

PARTICIPATING BIDDERS:					DPC INDUSTRIES, INC. CORPUS CHRISTI, TX	
ITEM NO.	COMMODITY NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL AMOUNT
1	190-36-01001	CHLORINE, 1-TON CONTAINER DELIVERED AND PUT IT IN PLACE	TON	130	\$2,275.00	\$295,750.00
2	190-36-01002	CHLORINE, 150 LBS. CYLINDER DELIVERED AND PUT IT IN PLACE	LBS	95	\$269.00	\$25,555.00
3	190-36-01002	CALCIUM HYPO-CHLORITE, 100 LBS, CONTAINER DELIVERED AND PUT IT IN PLACE	LBS	80	\$275.00	\$22,000.00
ANNUAL GRAND TOTAL					\$343,305.00	
ELECTRONIC BID SUBMITTED:					YES	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.I.

DATE SUBMITTED: September 1, 2022

MEETING DATE: September 6, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Workforce Solutions for the Texas Internship Initiative program. This item supports **EV - Economic Vitality**.

Classification: Regular

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

Issue: The City of Pharr IT Department would like to partner with Workforce Solutions Texas Internship Initiative program. This is a non-financial cooperative agreement. This grant by Workforce Solution places qualified Vanguard Academy High School students on paid internships with employers.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 9/1/2022
Approved - 9/1/2022
Approved - 9/1/2022
Approved - 9/1/2022
Approved - 9/1/2022
Final Approval - 9/2/2022

**2022-2023 TEXAS INTERNSHIP INITIATIVE
NON-FINANCIAL COOPERATIVE AGREEMENT FOR WORK SKILLS/UNPAID
WORK EXPERIENCE/INTERNSHIP
BETWEEN
PLACEMENT ORGANIZATION
AND
WORKFORCE SOLUTIONS**

This non-financial agreement is entered into by the Placement Organization and the Workforce Solutions.

1. AUTHORITY

The parties are authorized to enter into this non-financial agreement by Chapter 301 of the Labor Code, Part 20 TAC Chapter 811, and Chapter 22 of the Human Resources Code, which created the Community Work Experience Program.

2. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by the Workforce Solutions representative and will continue in effect until May 31, 2023. The agreement may be terminated by mutual agreement of both parties or by one party giving 30 days notice to the other party.

3. PURPOSE

- 3.1** The purpose of this agreement is to establish expectations and procedures for the provision of work skills/unpaid work experience/internship training to Workforce Solutions participants. The work skills training may be provided at the different sites operated by the Placement Organization. This training will prepare program participants for employment with this Placement Organization, but there is no guarantee of employment upon completion of the training. Texas Internship Initiative participants will be provided with a biweekly stipend.
- 3.2** Work Skills/Unpaid Work Experience/Internship is a training and work experience opportunity involving placement of program participants in positions with designated hours, tasks, and staff supervision in federal Head Start programs, state agencies (including institutions of higher education), other entities of state or local government, or for profit or non-profit private sector or nonprofit organizations or foundations. The purpose of work skills/unpaid work experience/internship is to provide participants time-limited, actual "hands-on" training and employment experience relevant to a participant's Internship Training Plan, which will be assessed on a biweekly basis. In addition to learning about specific job skills, participants also gain experience as an "employee" and learn about work place expectations and behaviors.

- 3.3** Assignments in work skills/unpaid work experience/internship will generally be limited to 100 total hours and with a maximum of 10 hours per week for each participant.
- 3.4** Participants will be assigned to work a maximum of 10 hours per week. The participant's scheduled hours will be determined by the Workforce Solutions, Consolidated Independent School Districts (CISD's), Independent School Districts (ISD's) and Placement Organization. The work skills assignment combined with other activities will be a maximum of 10 hours per week.
- 3.5** Planning and scheduling of the time frame and hours of participation in work skills/unpaid work experience/internship are based on an agreement between the Placement Organization and Workforce Solutions Center staff. The Placement Organization, Workforce Solutions, CISD's and ISD's will mutually agree upon the appropriate length of time and hours per week needed for a participant to gain work skills in the specific position.

4. WORKFORCE SOLUTIONS CENTER STAFF EXPECTATIONS

- 4.1** Workforce Solutions Center staff will provide the Placement Organization information about reporting requirements, program expectations of participants, problem resolution procedures and other procedural information that may be needed for the successful operation of this project.
- 4.2** After work experience is established for a participant, but before the participant begins the work skills/work experience/internship assignment, Workforce Solutions Center staff must discuss with the participant the expectations of the work experience assignment. The discussion should include, but is not limited to, the following:
- An overview of the work skills/work experience/internship assignment for the participant;
 - There is no guarantee of paid employment with the Placement Organization at the end of the work skills/work experience/internship assignment, but the experience and training will enhance the program participant competitiveness within the local labor market and will likely lead to employment;
 - The roles and responsibilities of the Placement Organization and the assigned supervisor;
 - The roles and responsibilities of the participant while engaged in work skills/work experience/internship assignment; and,
 - The roles of the Workforce Solutions Center staff during the work skills/work experience/internship assignment.

- 4.3** The Workforce Solutions Center has grievance procedures for resolving complaints by regular placement organization employees who complain that the work assignment of a participant violates the applicable federal regulations.
- 4.4** The Workforce Solutions Center has grievance procedures for resolving complaints by or on behalf of participants in any work-related programs and activities with respect to on-the-job working conditions.
- 4.5** Participants alleging discrimination may choose to have their complaints processed as a program dispute, as a violation of other applicable state and local laws prohibiting discrimination, or as a violation of 45 CFR parts 80, 84 and 91.

5. PARTICIPANT EXPECTATIONS

- 5.1** When the work experience assignment is established, the participant is expected to:
- _ adhere to the same work rules as paid employees;
 - _ adhere to prescribed work skills assignment hours and time frames;
 - _ ask supervisor for instruction if assignment is unclear and report to the supervisor before performing any unassigned tasks;
 - _ be cooperative and avoid causing disruptions in the work place;
 - _ dress appropriately for the job duties assigned, based on the supervisor's recommendations;
 - _ notify the supervisor, CISD's, ISD's and the Workforce Solutions Center staff if planning to resign before the placement is scheduled to end;
 - _ Consider the supervisor as the primary point of contact regarding the work skills assignment. The Workforce Solutions Center staff should be contacted if issues cannot be resolved between the Placement Organization and the participant;
 - _ abide by confidentiality requirements concerning customer information when the assigned duties provide a participant access to information regarding other Workforce Solutions Center customer or customers of other service providers where confidentiality rights are protected;
 - _ report to their assigned Workforce Center staff as agreed upon on their Internship Training Plan

6. PLACEMENT ORGANIZATION EXPECTATIONS

6.1 The Placement Organization will accept a participant referred by Workforce Center staff and agrees to:

- develop job descriptions that are relevant to paid positions in the Placement Organization or that are available in the community. The Placement Organization will also give consideration to hiring qualified participants currently or previously engaged in work skills with the Placement Organization when opportunities for employment arise;
- provide the participant an orientation consisting of the following information:
 - the name of the designated supervisor
 - a written job description, duties, goals, and expectations
 - description of the specific area of work skills assignment
 - starting date, time, and duration of work skills assignment
 - assigned schedule
 - location of work space
 - procedures for obtaining needed supplies
 - location of parking, restrooms, water fountains, break rooms, etc.
 - lunch and break schedules
 - holiday schedule, if appropriate
 - work rules
 - workplace safety
 - security and confidentiality
- provide formal or ongoing on-the-job training as appropriate to the assigned job;
- provide supervision to the participant through a designated supervisor for the duration of the work skills assignment with regular and frequent evaluation of performance;
- maintain regular contact with the Workforce Solutions center staff to enable the staff to track and monitor the participation;
- provide the same health and safety standards established under state and federal law that apply to other individuals in similar activities;
- require agreement of the participant and Workforce Center staff for assignments requiring commuting time of more than two hours or assignments requiring overnight stay;
- comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, the Placement Organization agrees to comply with Title 40, Chapter 73,

of the Texas Administrative Code. These regulations provide, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination;

- comply with Texas Revised Civil Statutes, Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV);
- not breach customer confidentiality or release information on cases under this agreement without obtaining prior approval from the Workforce Solutions Center staff;
- not involve participants, as part of their unpaid work experience, in political campaigns, political parties or the political activities of the Placement Organization.

6.2.1 The unpaid work experience activity must not result in the displacement, including partial displacement, of any currently employed worker or position. The unpaid work experience activity must not impair existing contracts for services or collective bargaining agreements. It must not result in the employment or assignment of a participant or the filling of a position when any other person is on layoff from the same or substantially equivalent job within the same organizational unit or when an employer has terminated or otherwise reduced its work force. The work experience activity must not infringe in any way on promotional opportunities of any currently employed individual.

6.2.2 Lower Rio Grande Valley Workforce Development Board will provide liability insurance to cover any injuries the participant might incur while working at the Placement Organization.

7. REFERRAL AND FEEDBACK PROCESS

7.1 The Placement Organization will prepare a list of duties for each type of job covered in this agreement. The job description will include minimum qualifications required, training that will be provided, supervisory support, and information about the potential earnings and benefit coverage for regular employees in this position. The Placement Organization will notify Workforce Solutions Center staff of available work experience positions by sending the list of duties to the appropriate Site Director/Operations Manager. Site Director/Operation Managers will notify Workforce Solutions Center staff of the placement opportunity. Workforce Solutions Center staff will then contact the Placement Organization to open a job order and refer qualified job candidates including program participants.

7.2 The Workforce Solutions Center staff will work the job posting and match the job description on the job posting to a Workforce Solutions customer, including

the program participant, capable of performing the tasks on a regular basis, considering physical capacity, skills, experience, family responsibilities, place of residence, transportation, child care and other supportive needs.

- 7.3** The Workforce Solutions Center staff will ensure that the participant and the representative of the Placement Organization, Work Skills Agreement, to document understanding of their expectations. Additional written expectations or procedures may be attached as appropriate. The information on the form will be discussed with the participant prior to referral to the Placement Organization.
- 7.4** The Placement Organization will report biweekly training plan reflecting the hours of work for each participant to the appropriate Workforce Solutions Center staff.
- 7.5** Representatives of the Placement Organization and the Workforce Solutions Center will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve results.

AGREED TO:

Placement Organization Name

Description of Placement Organization

Charitable Choices, Faith-Based, & Community-Based Services, Private For-Profit

Location/Physical Address

Mailing Address

Phone Number

Fax Number

Contact Person

Placement Organization:

Workforce Solutions:

Signature and Date

Signature and Date

Name: _____

Name: **Crisanta Garza**

Title: _____

Title: **Senior Managing Director**

Contract Developed By:

Workforce Center

Workforce Center Staff

Workforce Site Director/Operations Manager



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.J.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Amendment Number 1 to the Fiber Construction Management Contract. This item supports **IF - Infrastructure**.

Classification: Regular

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

Issue: The contract for Construction Manager for the Fiber/Broadband project was for 24 months. An additional 12 months is warranted as the project is expected to be completed in July of 2023. Supply chain issues, construction delays due to unmarked lines, water breaks and the like are reasons for increased time that is needed.

Fiscal Consideration: none

Staff Recommendation: Approval of a 12 month extension

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: none

ROUTING:

Ed Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 9/2/2022
Approved - 9/2/2022
Approved - 9/2/2022
New -

**PROJECT AGREEMENT FOR
CONSTRUCTION MANAGEMENT
SERVICES**

AMENDMENT NO.

1

The Contract between **Brownstone Consultants, LLC** and the **City of Pharr** which was executed by the parties on **September 6, 2022**, for the **City of Pharr Citywide Fiberoptic/Broadband Connectivity Project**, is hereby amended by mutual agreement as follows:

A. Modification to existing contract is as follows:

2.2 Extension of Termination Date. Through the construction schedule and monthly updates the Construction Manager advised that the Project would not be completed (as far as construction) until March of 2023 and final completion and acceptance until July of 2023.

2.1 Is hereby amended by adding an addition 12 months to the Project, making a total contract time of 30 months. This Amendment is effective August of 2022 and shall run thru July of 2023, or until sooner terminated.

EXHIBIT "B" is hereby amended by deleting "12" months under "Construction" and replacing it with "24" months. New section shall read: "Construction: 24 months after award of construction contract."

EXHIBIT "C" is hereby amended ad follows: "Monthly Payments: \$150,000.00 monthly in accordance to the 16 month construction schedule." Is hereby deleted and replace with the following: "Monthly Payments: \$150,000.00 monthly in accordance with the 28 month construction schedule."

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

APPROVAL OF AMENDMENT NO. 1

**Brownstone Consultants, LLC.
3909 South M Street
McAllen, Tx. 78503**

By: _____

**Carlos Del Angel
Managing Partner**

SIGNED ON THIS THE _____ DAY OF _____, 2022.

**Ed Wylie
Deputy City Manager
City of Pharr, Texas**

SIGNED ON THIS THE _____ DAY OF _____, 2022.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 11.A.

DATE SUBMITTED: September 2, 2022

MEETING DATE: September 6, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Attorney consultation pursuant to Section 551.071, Texas Gov't Code to receive legal advice and counsel in connection with the City Commission's legal rights and obligations pertaining to the supervision and management of a public officer or employee and related legal issues.

Classification: Closed Session

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

Issue: Closed Session

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: Section 551.071

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 9/2/2022
Final Approval - 9/2/2022