



**TAKE NOTICE THAT A REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS  
OF THE CITY OF PHARR, TEXAS  
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,  
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS  
COMMENCING AT 4:00 PM ON  
MONDAY, SEPTEMBER 18, 2023**

*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 19, 2023 as National IT Professionals Day. (IT)
- B) Proclamation proclaiming September 23, 2023 as Shriners Legion of Honor Veterans Day.
- C) Proclamation proclaiming September 25, 2023 as National Day of Remembrance for Murder Victims.

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

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

A) Public hearing on development services cases

B) **Public Hearing:** Solicitation of comments from the general public on the 2023 Tax Year Proposed Property Tax Rate for the City of Pharr.

C) **Public Hearing:** Solicitation of comments from the general public on Budget Fiscal Year 2023-2024.

**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) Submission of Sales Tax Collection Report for September 2023. **This item supports SG - Sound Governance and Fiscal Sustainability.**

B) City Events of Interest

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

A) Approval of Minutes for September 5, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2006-47 of the City of Pharr, Texas, Chapter 118, Subdivision, adding Section X - Fiber Optic *(3rd and Final Reading)*. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas *(3rd and Final Reading)*. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)



AGENDA REGULAR MEETING  
September 18, 2023

D) 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, TX. **This item supports IF - Infrastructure.** (PURCHASING)

E) Consideration and action, if any, on Amendment Number 1 in the amount of \$7,532.00 to the Professional Engineering Services Agreement with GDJ Engineering for the Veterans Road/Hike & Bike Expansion Project. **This item supports IF - Infrastructure.** (ENGINEERING)

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

1. R.E. Garcia & Associates, representing Ramiro Rivas, 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 Limited Industrial District (L-I). The property is legally described as being 8.0 acres, more or less, out of the East 10.0 acres of the West 20.0 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Hi-Line Road. COZ#230818 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. RJC Engineering & Construction, LLC., representing Jesus Javier Montero-Casillas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH). The property is legally described as being 1.73 acres, more or less, out of Lot 2, F. Gehlert Subdivision, out of Lot 189, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 200 East Helmer Street. COZ#230819 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Taqueria Borrego Pinto 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 Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6615 South Jackson Road. CUP#180208 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

**REGULAR AGENDA - OPEN SESSION:**

**7. ORDINANCES AND RESOLUTIONS:**

A) Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2023 ending September 30, 2024 (*Adoption on One Reading*). **This item supports SG - Sound Governance and Fiscal Transparency.** (FINANCE)

B) Consideration and action , if any, on Ordinance adopting Tax Rate for FY 2023-2024 (*Adoption on One Reading*).**This item supports SG - Sound Governance and Fiscal Transparency.** (FINANCE)

#### 8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase additional fiber optic data center equipment for TeamPharr.Net from Calix, Inc, through sole source proposal in an amount not to exceed \$97,870.55. **This item supports IF - Infrastructure.** (IT)

#### 9. CONTRACTS/AGREEMENTS:

A) 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.**This item supports SG - Sound Governance and Fiscal Sustainability.** (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, on agreement between the City of Pharr and the Pharr Community Theatre FY2023-2024.**This item supports QL - Quality of Life.** (LIBRARY)

C) Consideration and action, if any, on renewal of cloud management subscription services for TeamPharr.Net from Calix, Inc. **This item supports SE - Service Excellence.** (IT)

D) Consideration and action, if any, authorizing City Manager to renew contract with Billing Dynamics for billing services provided to the Emergency Medical Services Department. (**project number: 2223-62-525-S59-01**) **This item supports SG - Sound Governance and Fiscal Sustainability.** (EMERGENCY MEDICAL SERVICES)

E) Consideration and action, if any, authorizing City Manager to enter into an agreement with Texas Manufacturing Assistance Center (TMAC) - University of Texas Rio Grande Valley (UTRGV) for the Inventory Control and Standardization for the amount of \$41,650.00. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

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



AGENDA REGULAR MEETING  
September 18, 2023

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

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

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

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

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

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

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

**12. ADJOURNMENT:**

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

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

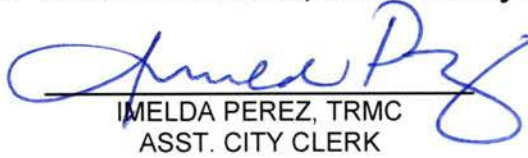
I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's

AGENDA REGULAR MEETING  
September 18, 2023

web page at [www.pharr-tx.gov](http://www.pharr-tx.gov). This Notice was posted on the 15th day of September 2023 at 3:55 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 15th day of September 2023**

  
IMELDA PEREZ, TRMC  
ASST. 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*, at one time, business could exist, and even excel, with a Big Chief tablet and a pencil; and

*WHEREAS*, the Big Chief tablet gave way to a Lotus 1-2-3 spreadsheet, and the pencil became a dot matrix printer; and

*WHEREAS*, technology evolved to include mainframes and micro-computers, minicomputers and personal computers, iPads and iPhones, Androids and Blackberries; and

*WHEREAS*, government, and specifically City of Pharr, has embraced technology, with courts and jails, emergency services, law enforcement, engineers, clerks and attorneys, judges and accountants, human resources and others, not only embracing, but becoming dependent upon, technology; and

*WHEREAS*, behind every technology stands – often silently and invisibly – IT professionals, i.e., technicians and analysts, developers and architects, engineers and administrators, managers and directors, and others who have been content to work behind the scenes and enable innovation and productivity; and

*WHEREAS*, the Pharr City Commission wishes to show their appreciation for, and celebrate the accomplishments of, City of Pharr technology professionals and encourage all City of Pharr employees and residents to celebrate and honor – and be gentle with – their IT professionals.

*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 Tuesday, September 19, 2023 as:

*“National IT Professionals Day”*

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 18<sup>th</sup> day of September 2023.

**CITY OF PHARR**

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

**ATTEST:**

\_\_\_\_\_  
Hilda Pedraza, City Clerk

# Proclamation



*WHEREAS*, the freedoms we enjoy as Americans have been purchased and maintained at a high price throughout our history; and

*WHEREAS*, the City of Pharr has a continuing sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy; and

*WHEREAS*, Americans have an abiding faith in the ideals and strengths on which our great nation was founded, in our democratic process, and in the men and women of the armed forces who have served our country so well; and

*WHEREAS*, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of the people dedicated to the principles of freedom and democracy; and

*WHEREAS*, the Shriners Legion of Honor Veterans will be having a Military Ball honoring and saluting our veterans on Saturday, September 23, 2023 at the Nomad Shrine Club located at 1044 W. Nolana Loop in Pharr, Texas.

*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 23, 2023 as:

*“Shriners Legion of Honor Veteran’s Day”*

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 18<sup>th</sup> day of September 2023.

CITY OF PHARR

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

ATTEST:

\_\_\_\_\_  
Hilda Pedraza, City Clerk



# Proclamation



**WHEREAS**, the National Parents Of Murdered Children (POMC) established September 25th as National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007, and the U.S. House of Representatives on May 14, 2007; and

**WHEREAS**, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families and communities in Texas (i.e., El Paso Mass Shooting) and the nation is an essential way of promoting public awareness and remembering our loved ones; and

**WHEREAS**, in 2018, there were an estimated 17,000 homicides nationwide of which the Rio Grande Valley experienced 42 homicides and over 420 close relatives were affected far higher than the number of direct homicide victims; and

**WHEREAS**, survivors of homicide victims transform their pain and anger into power and action; by honoring the memory of their loved ones impacted by homicide. Through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state, and national level; and

**WHEREAS**, we urge all the citizens of Pharr and Hidalgo County to join us for the 7<sup>th</sup> Annual Candlelight Vigil “Together We Climb The Mountain To The Peak Of Hope”, to be held at the Pharr Events Center, from 6:00 pm to 9:00 p.m. and take cognizance of this event and participate fittingly in its observance.

**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 Mayor and the City Commission, do hereby proclaim the 25<sup>th</sup> day of September 2019 as:

**“National Day of Remembrance for Murder Victims”**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19<sup>th</sup> day of September 2019.

**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 18, 2023

**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:** September 15, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Finance

**DIRECTOR:** Karla Saavedra

**Agenda Item: Public Hearing:** Solicitation of comments from the general public on the 2023 Tax Year Proposed Property Tax Rate for the City of Pharr.

**Classification:** Public Hearing

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

**Issue:** Public Hearing on the 2023 Tax Year Proposed Property Tax Rate.

**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  
City Management Office

Created/Initiated - 9/15/2023  
Approved - 9/15/2023  
Final Approval - 9/15/2023



# NOTICE OF 2023 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

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

|                             |           |           |
|-----------------------------|-----------|-----------|
| PROPOSED TAX RATE           | \$ 0.7676 | per \$100 |
| NO-NEW TAX REVENUE TAX RATE | \$ 0.6390 | per \$100 |
| VOTER APPROVAL TAX RATE     | \$ 0.7838 | per \$100 |

The no-new revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2023 tax year and the 2024 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 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 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 18th, 2023, at 4:00 p.m., at City of Pharr 118 C. Cage Blvd. Pharr, TX 78577. Second floor Commissioners' 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 the opposition to the proposed tax rate by contacting the City Manager's Office of the City of Pharr at their offices or by attending the public hearing mentioned.

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

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

|                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------|
| FOR the proposal: <b>MAYOR AMBROSIO HERNANDEZ, COMM. MICHAEL PACHECO<br/>COMM. BOBBY CARILLO, COMM. RAMIRO CABALLERO, COMM. ITZA FLORES</b> |
| AGAINST the proposal:<br><b>COMM. RICARDO MEDINA</b>                                                                                        |
| PRESENT and not voting:<br><b>NONE</b>                                                                                                      |
| ABSENT:<br><b>COMM. DANIEL CHAVEZ</b>                                                                                                       |

The 86<sup>th</sup> Legislature modified the manner in which the voter-approval 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.

|                                     | 2023          | 2022          | Change       |
|-------------------------------------|---------------|---------------|--------------|
| Total tax rate (per \$100 of value) | 0.7676        | 0.7176        | -7%          |
|                                     |               |               |              |
| Average homestead taxable value     | \$ 153,507    | \$ 111,887    | 27%          |
|                                     |               |               |              |
| Tax on average homestead            | \$ 1,178      | \$ 803        | \$ 375       |
|                                     |               |               |              |
| Total tax levy on all properties    | \$ 36,895,319 | \$ 29,082,623 | \$ 7,812,696 |

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, Jr.  
City of Pharr Tax Assessor-Collector  
2804 S Business Hwy 2281  
Edinburg, TX 78539 (956) 318-2157  
[propertytax@hidalgocountytax.org](mailto:propertytax@hidalgocountytax.org)  
<http://www.hidalgocountytax.org>



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 4.C.

**DATE SUBMITTED:** September 14, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Finance

**DIRECTOR:** Karla Saavedra

**Agenda Item: Public Hearing:** Solicitation of comments from the general public on Budget Fiscal Year 2023-2024.

**Classification:** Public Hearing

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

**Issue:** Solicitation of comments on the budget for fiscal year 2023-2024.

**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  
City Management Office

Created/Initiated - 9/14/2023  
Approved - 9/15/2023  
Final Approval - 9/15/2023



CITY OF PHARR  
BUDGET PUBLIC HEARING

**This budget will raise more total property taxes than last year's budget by \$4,628,422 or 15.48 % increase, and of that amount \$894,607 is tax revenue to be raised from new property added to the tax roll this year.**

You are hereby notified that the proposed General, Special Revenue, Capital Project, Debt Service, Internal Service, and Enterprise funds, as well as TIRZ, No. 1 and No. 2 and Economic Development funds' budgets for the City of Pharr, Texas, for year ending September 30, 2023 were filed by the City Manager with the City Clerk on the 11<sup>TH</sup> day of September and same has been and will be available for public inspection at all reasonable times.

The Board of Commissioners of the City of Pharr, Texas has ordered the Budget Hearing to be held on Monday, September 18, 2023, at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2<sup>nd</sup> Floor, 118 S. Cage Blvd., Pharr, Texas.

All interested citizens of Pharr, Texas are urged to attend said hearing and present their views and suggestions. Persons desiring to speak during the public hearing shall sign in with the City Clerk prior to the scheduled public hearing. (Ordinance No. O-2019-31)



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 15, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT:** Finance

**DIRECTOR:** Karla Saavedra

**Agenda Item:** Submission of Sales Tax Collection Report for September 2023. This item supports **SG - Sound Governance and Fiscal Sustainability**.

**Classification:** Regular

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

**Issue:** SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 1.54% YTD TRUE GROWTH compared to last Year 2022 and 2.68% INCREASE compared to last September 2022 payments.

**Fiscal Consideration:**

n/a

**Staff Recommendation:** Presentation only

**Alternatives:** n/a

**Exclude Material from Public Packet?** No

**Reason:** n/a

---

**ROUTING:**

Karla Saavedra

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

Final Approval - 9/15/2023



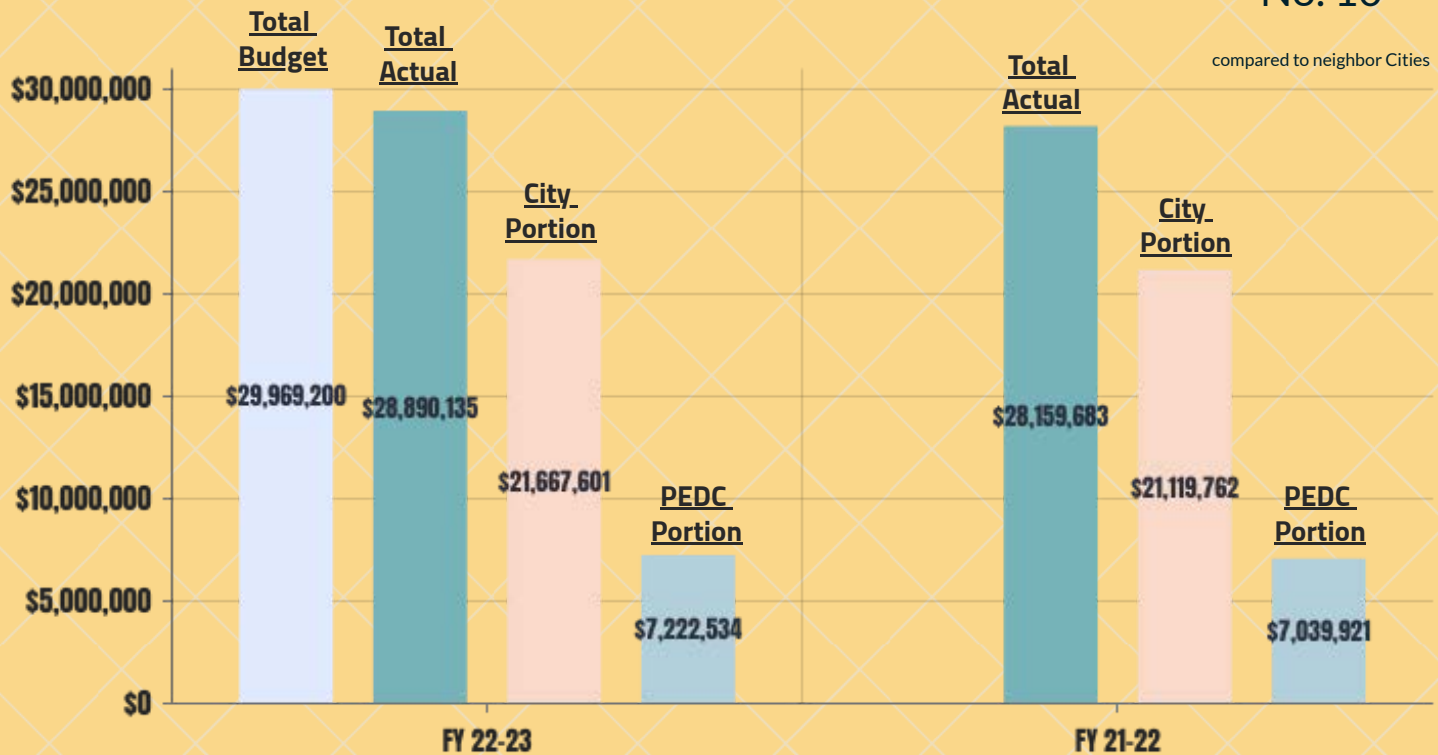
# CITY OF PHARR SALES TAXES

as of September 2023  
**FY 2022-2023**

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 10

compared to neighbor Cities



**1.54% YTD**

Increase in Sales Tax from  
Last Year\*



**2.68%**

Compared to September  
2022 Cash Basis.



**-3.60%**

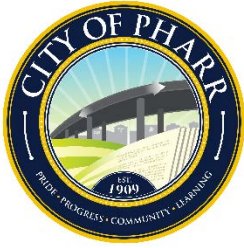
Less than Budget

\*Growth is based on Calendar Year per Texas State Comptroller.  
FY 22-23 (10th month) growth is 2.59% YTD.

CREATED BY

Karla Saavedra, CGFO





## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:**

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** City Events of Interest

**Classification:** Regular

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

**Issue:**

**Fiscal Consideration:**

**Staff Recommendation:**

**Alternatives:**

**Exclude Material from Public Packet?** No

**Reason:**

---

**ROUTING:**

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -





## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 14, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Approval of Minutes for September 5, 2023 Regular Called Meeting.  
**This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Consent

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

**Issue:** Minutes for the meeting on Tuesday, September 5, 2023 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 - 9/14/2023  
New -

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
TUESDAY, SEPTEMBER 5, 2023  
1121 E. NOLANA, PHARR, TEXAS**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, September 5, 2023 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Mayor Pro Tem Daniel Chavez  
Alt. Mayor Pro Tem Roberto Carrillo  
Comm. Michael Pacheco  
Comm. Ramiro Caballero  
Comm. Ricardo Medina  
Comm. Itza Flores

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Jonathan, Interim City Manager  
David Friedlein, ACM  
Hilda Pedraza, Interim ACM/City Clerk  
Imelda Perez, Asst. City Clerk  
Ruben Alfaro, City Engineer  
Karla Saavedra, Finance Director  
Veronica Ramirez, HR Director  
Juan Villescas, Municipal Court Judge  
Juan Gonzalez, Police Chief  
Pilar Rodriguez, Fire Chief  
Roland Gomez, Code Compliance Director  
Kimberly Mendoza, Dev. Svcs. Director  
Luis Marin, Public Works Director  
Melanie Cano, Director of O.S.E.  
Ruben Rosales, Public Utilities Dir.  
Sergio Alanis, Parks & Rec. Director  
Michael Vargas, CDBG Asst. Director  
Adolfo Garcia, Library Director  
Rogelio Martinez, Asst. I.T. Director  
Luis Bazan, Bridge Director  
Mayra Gomez, Purchasing Director  
Daniel Ramirez, E.M.S. Chief  
Yuri Gonzalez, Chief Comm. Officer  
Kenneth Ennis, Public Safety Dir.

**CITY ATTORNEY** Ricardo Rodriguez, City Attorney

**ITEM 1. CALL TO ORDER**

MINUTES: REGULAR CALLED MEETING

September 5, 2023

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

Mayor Hernandez called the meeting to order at 4:02 p.m. Roll call established a quorum.

Comm. Chavez was not present at the time of roll call but arrived at 4:07 p.m.

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

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

**ITEM 2. PROCLAMATIONS:**

**A) PROCLAMATION PROCLAIMING SEPTEMBER 2023 AS NATIONAL LEUKEMIA, LYMPHOMA & MYELOMA AWARENESS MONTH**

Mario Lizcano, Administrator of Corporate Affairs DHR Health, and DHR Health Advance Care Team members were present. Clara Chapa stated DHR Health Advance Care Institute was a patient-centered care team dedicated to providing cancer treatment and support services to patients and their families.

Comm. Caballero read proclamation proclaiming September 2023 as Leukemia, Lymphoma and Myeloma Awareness Month. DHR Health Advance Care Team representatives received the proclamation.

**B) PROCLAMATION PROCLAIMING SEPTEMBER 11, 2023 AS REMEMBERING AND HONORING THE 22ND ANNIVERSARY OF SEPTEMBER 11TH AT VANGUARD ACADEMY**

Mayor Hernandez read proclamation proclaiming September 11, 2023 as Remembering and Honoring the 22<sup>nd</sup> Anniversary of September 11<sup>th</sup> at Vanguard Academy. Rey Perez and Vanguard Academy representatives received the proclamation.

**ITEM 3. PUBLIC TESTIMONY**

There were no comments from the public.

**ITEM 4. PUBLIC HEARINGS**

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

There were no comments from the public.

## MINUTES: REGULAR CALLED MEETING

September 5, 2023

### ITEM 5. CITY MANAGER'S REPORTS

#### A) CITY ENGINEER'S REPORT

Jonathan Flores, Interim City Manager, introduced the item and stated City Engineer was in the audience and questions could be entertained at this time.

#### B) CITY EVENTS OF INTEREST

Jonathan, Interim City Manager, introduced the item.

Yuri Gonzalez, Chief Communications Officer, announced the Pharr Police Department would be hosting their 3<sup>rd</sup> Annual Suicide Prevention Awareness event on Friday, September 8, 2023 at Pharr/Vanguard Academy Nature & Birding Center. She stated the event was called the "Stick By Me" and there would be different activities offered to include a trail walk, mental health booths, glow stick vigil, and special guests.

At this time, Yuri Gonzalez, Chief Communications Officer, showed a video recap on the Industrial Warehouse Summit that took place on Thursday, August 24, 2023 at the Development and Research Center.

### ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR AUGUST 21, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2006-47 OF THE CITY OF PHARR, TEXAS, CHAPTER 118, SUBDIVISION, ADDING SECTION X - FIBER OPTIC (2ND READING). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF A 14.88 ACRE TRACT OF LAND OUT OF LOT 5, CLOSER SUBDIVISION, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND HI-LINE ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS (2ND READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)
- D) CONSIDERATION AND ACTION, IF ANY, ON PURCHASING A ROTARY FAN PRESS FROM A-SQUARED WATER TREATMENT, LLC OUT OF RIO FRIO, TEXAS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PUBLIC UTILITIES)



**E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

1. KRYSTALL EVENT CENTER, REQUESTED A 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 0.51 ACRES, MORE OR LESS, OUT OF LOT 1 OF RE-SUBDIVISION PLAT OF WILLOW GROVE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1200 WEST SAM HOUSTON AVENUE, SUITE B. CUP#230715 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

2. JOSEPH W. HOLAND, REPRESENTING JUST A CLOSET #7, LLC., REQUESTED A LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW A SELF-STORAGE FACILITY IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 6.34 ACRES, MORE OR LESS, OUT OF THE SOUTH 24.19 ACRES OUT OF LOT 5, BLOCK 4, A.J. MCCOLL SUBDIVISION (PROPOSED LOT 6, JUST A CLOSET #7 SUBDIVISION), PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3800 NORTH JACKSON ROAD. CUP#230717 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

3. PAPPAS RESTAURANTS, INC., D/B/A PAPPADEAUX SEAFOOD KITCHEN, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PAPPAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1610 WEST EXPRESSWAY 83. CUP#100103 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

**F) PLATS:**

1. M. GARCIA ENGINEERING, LLC., REPRESENTING NATASHA DEL BARRIO, CHIEF EXECUTIVE OFFICER FOR MIDNIGHT RIVER, LLC, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED BERT OGDEN PHARR SUBDIVISION PHASE I. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 10.64 ACRE TRACT OF LAND OUT OF LOT 76, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 5600-5700 BLOCK OF NORTH IH 69C. SUB#200516 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

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

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

At this time, Mayor Hernandez, stated they would deviate from the agenda and go to item 9.A. There was no objection.

MINUTES: REGULAR CALLED MEETING

September 5, 2023

**ITEM 9. ADMINISTRATIVE:**

- A) PRESENTATION ON PENDING AND/OR PROPOSED CITY PROJECTS, PROGRAMS AND INDIVIDUAL DEPARTMENTAL DIVISIONS, DUTIES, ROLES, STRUCTURE, EVALUATION; DISCUSSION OF THE FISCAL YEAR 2023-2024 BUDGET FOR ALL CITY GENERALLY AND INCLUDING THE FOLLOWING ENTITIES; TAX INCREMENT REINVESTMENT ZONE (TIRZ); AND TAX INCREMENT REINVESTMENT ZONE II (TIRZ II); DISCUSSION ON CAPITAL PURCHASES, PERSONNEL, AND DEBT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**

Jonathan Flores, Interim City Manager, introduced the item and called upon Melanie Cano, Office of Organizational Strategic Excellence Director, for a report on the budget priorities citizen survey results.

Melanie Cano, Office of Organizational and Strategic Excellence Director, went over the 2023-2024 budget priorities citizen survey results. She reported respondents were asked to identify a top priority from strategic priorities such as service excellence, city infrastructure, quality of life, economic development, and public safety. Once selected, they were asked to identify a focus area. She stated the survey resulted in 1,482 responses. She further went over citywide demographics from the north, central, and south side, and the percentages for their top priorities and focus areas.

Jonathan Flores, Interim City Manager, called upon Karla Saavedra, Finance Director, for presentation on the city-wide budget.

Karla Saavedra, Finance Director, gave an overview of the general fund and proposed budget for fiscal year 2023-2024. She went over the highlights of property taxes, property values and revenues, utility and Pharr International Bridge funds, Pharr EMS, TeamPharr.net, and city-wide debt summary. She further went over proposed budget summary and stated the budget was balanced.

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

**ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW**

The time being 5:50 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 11. RECONVENE**

The time being 9:39 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**REGULAR AGENDA - OPEN SESSION:**

**ITEM 7. ORDINANCES AND RESOLUTIONS**

- A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR AMENDMENT NO. 1 TO THE DONATION ACCEPTANCE AGREEMENT (DAA) WITH THE UNITED STATES GOVERNMENT FOR THE DAP FY 16 PHARR/REYNOSA INTERNATIONAL BRIDGE-LAND PORT OF ENTRY PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Jonathan Flores, Interim City Manager, introduced the item.

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

Resolution No. R-2023-54 is filed with the City Clerk's office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING ONE (1) MEMBER TO THE CIVIL SERVICE COMMISSION. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**

Jonathan Flores, Interim City Manager, introduced the item and recommended reappointment of Dolores Rodriguez.

Comm. Medina **moved** to reappoint Dolores Rodriguez to the Civil Service Commission. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-55 is filed with the City Clerk's office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING FOUR (4) MEMBERS TO THE PHARR ANIMAL SHELTER ADVISORY COMMITTEE. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC WORKS)**

Jonathan Flores, Interim City Manager, introduced the item and recommended reappointment of Dr. Kelly Macmanus, and appointment of Luis Marin, Daniel Castro, and Rebekah De la Fuente.

## MINUTES: REGULAR CALLED MEETING

September 5, 2023

Comm. Medina **moved** to reappoint Dr. Kelly Macmanus, and appoint Luis Marin, Daniel Castro, and Rebekah De la Fuente to the Pharr Animal Shelter Advisory Committee. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-56 is filed with the City Clerk's office.

**D) CONSIDERATION AND ACTION, IF ANY, RESOLUTION APPOINTING/REAPPOINTING TWO (2) REGULAR MEMBERS TO THE PLANNING AND ZONING COMMISSION. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (DEVELOPMENT SERVICES)**

Jonathan Flores, Interim City Manager, introduced the item and recommended reappointment of Danny Wylie and appointment of Ruben Luna.

Comm. Carrillo **moved** to reappoint Danny Wylie and appoint Ruben Luna to the Planning and Zoning Commission. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-57 is filed with the City Clerk's Office.

**E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING ONE (1) REGULAR MEMBER OF THE BOARD OF ADJUSTMENT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (DEVELOPMENT SERVICES)**

Jonathan Flores, Interim City Manager, introduced the item and recommended reappointment of Ruben Luna.

Comm. Medina **moved** to reappoint Ruben Luna to the Board of Adjustment. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-58 is filed with the City Clerk's Office.

## **ITEM 8. CONTRACTS/AGREEMENTS**

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF WESLACO FOR ANIMAL SHELTER SERVICES (PROJECT #1718-01-517-S030-001). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC WORKS)**

Jonathan Flores, Interim City Manager, introduced the item.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND THE UNIVERSITY OF NORTH TEXAS AT DALLAS FOR THE TEXAS FIRST RESPONDERS PEER NETWORK. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)**

Jonathan Flores, Interim City Manager, introduced the item.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND SOUTH TEXAS ISD FOR THE USE OF SPORTS COMPLEX PARKING LOT FOR THE SCHOOL YEAR 2023-2024. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PARKS)**

Jonathan Flores, Interim City Manager, introduced the item.

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

**D) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN CITY OF PHARR AND ZENDESK, INC. FOR TEAMPHARR.NET CUSTOMER RELATIONSHIP MANAGEMENT SUBSCRIPTION SOFTWARE SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (IT)**

Jonathan Flores, Interim City Manager, introduced the item.

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

**ITEM 12. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 9:42 p.m.

CITY OF PHARR

---

AMBROSIO HERNANDEZ  
MAYOR

STATE OF TEXAS



MINUTES: REGULAR CALLED MEETING

September 5, 2023

**COUNTY OF HIDALGO**

**CITY OF PHARR**

**ON THIS THE 5<sup>th</sup> DAY OF SEPTEMBER 2023** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Pharr One Building located at 1121 E. Nolana, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

---

HILDA PEDRAZA, CITY CLERK

APPROVED:



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 6, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Engineering

**DIRECTOR:** Ruben Alfaro

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance No. O-2006-47 of the City of Pharr, Texas, Chapter 118, Subdivision, adding Section X - Fiber Optic (*3rd and Final Reading*). **This item supports IF - Infrastructure.**

**Classification:** Consent

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

**Issue:** Ordinance to require developers to escrow Fiber Optic infrastructure at Subdivision phase.

**Fiscal Consideration:** None.

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** Not requiring developers to escrow fiber optic infrastructure installation.

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

**ROUTING:**

Hilda Pedraza

Ruben Alfaro

Karla Saavedra

City Management Office

Created/Initiated - 9/6/2023

Approved - 9/15/2023

Approved - 9/15/2023

New -

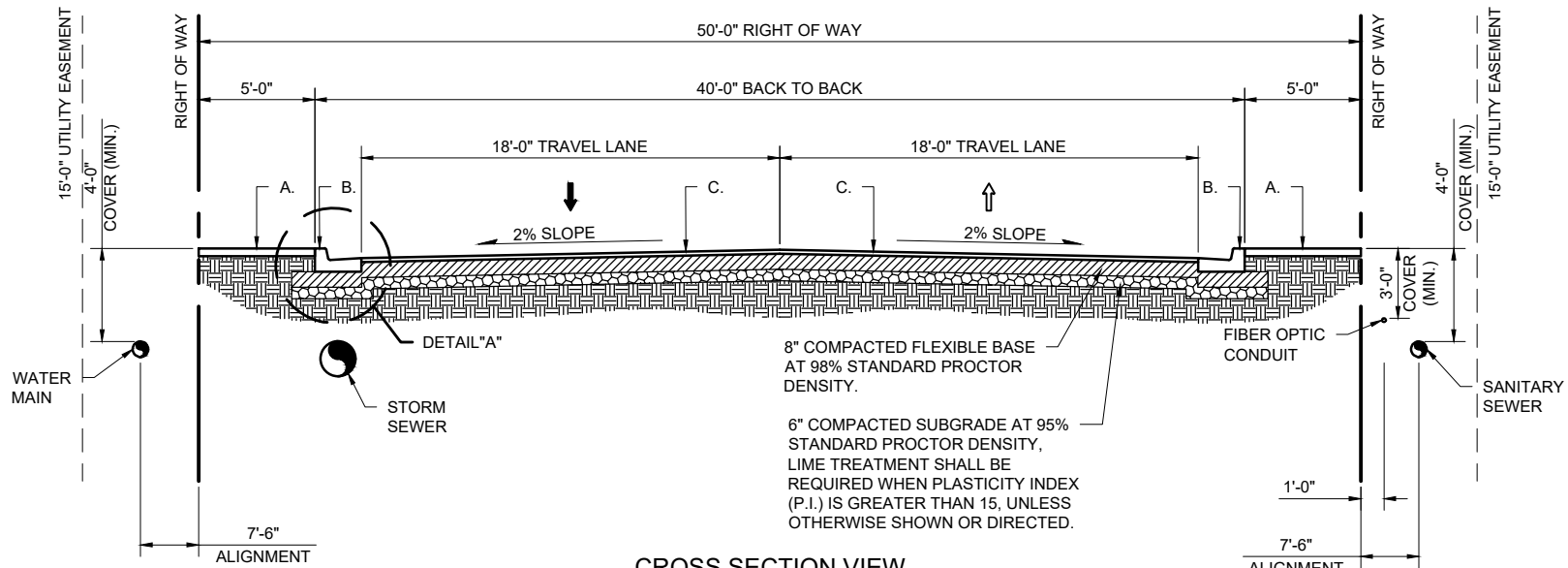




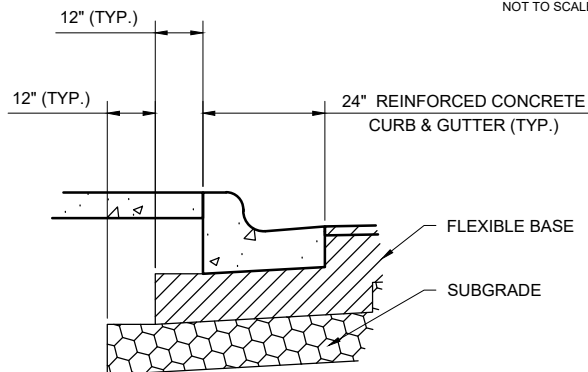
956-402-4221

## TYPICAL UTILITY SERVICE ARRANGEMENTS

**Case:** [View Case](#)



**CROSS SECTION VIEW**  
NOT TO SCALE

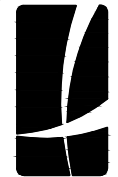


**DETAIL "A"**  
NOT TO SCALE

**CONSTRUCTION NOTES:**

- A. 5'-0" (MIN.) REINFORCED CONC. SIDEWALK.
- B. 24" REINFORCED CONCRETE CURB & GUTTER.
- C. 2" H.M.A.C. PAVEMENT TYPE "D" WITH LIMESTONE & PRIME COAT (MC-30).

M:\C-Drainage & Mapping\CD-Drainage\Standard Details\STR-1\Local 50' with 15' Utility Easement.dwg



**Pharr Engineering**  
118 S Cage Blvd.  
Pharr, TX 78577  
956-402-4221

|              |          |
|--------------|----------|
| DESIGNED BY: | DESIGNER |
| DRAWN BY:    | DRAWN_BY |
| CHECKED BY:  | CKD_BY   |
| DATE:        | DATE     |

**LOCAL 50' WITH  
15' UTILITY EASEMENT**

ORDINANCE NO. O-202~~30~~-\_\_\_\_\_

AN ORDINANCE AMENDING ~~(O-2017-43) AND~~ ORDINANCE NO. O-2006-47 OF THE CITY OF PHARR, TEXAS CHAPTER 118, SUBDIVISIONS, ~~BY~~ ADDING SECTION ~~XII – 14, SUPPLEMENTAL REQUIREMENTS~~ FIBER OPTIC ~~DRAINAGE ON-SITE DRAINAGE DESIGN SUPPLEMENTAL~~, PROVIDING AN EFFECTIVE DATE, PROVIDING FOR PUBLICATION A REPEALING CLAUSE, PROVIDING FOR AND SEVERABILITY CLAUSE, AND ORDAINING OTHER PROVISIONS RELATED ~~PROVIDING FOR PUBLICATION AND EFFECTIVE DATE~~ TO THE SUBJECT MATTER THEREOF

WHEREAS, the City of Pharr has an existing “Standards Manual: Construction and Development Guide” that assists all applicants in complying with various technical and policy provisions of the City’s Subdivision and Zoning regulations; and

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

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

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

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

**SECTION II – DRAINAGE**

II-1 General

The purpose of this section is to outline the general parameters for proper design considerations of drainage requirements in Pharr, Texas. By establishing guidelines for the orderly presentation of the design, a storm drainage system compatible with needs of Pharr can be achieved. As with any design, all requirements, limitations and procedures cannot be identified; therefore, the responsibility of using sound Engineering judgment must be practiced.

II – 2 Master Drainage Plan & Policy

All drainage design must be coordinated with the City of Pharr and with the latest approved Master Drainage Plans (state/county/city), which may exist. If applicable, the design must identify the current floodway and flood boundary map prepared by the Federal Emergency Management Agency and comply with all their requirements.



## A. General Policy

1. All storm drainage facilities within the City of Pharr and adjacent areas subject to its Extraterritorial Jurisdiction (ETJ) shall follow these policies, standards of design, and with the latest approved Master Drainage Plan Map (state/county/city) for the planning, design, construction, and operation of storm drainage facilities.
2. Peak flows for proposed improvements shall not be increased at any location for any storm frequency higher than the pre-developed 10-year storm.
3. Any property within the 100-year flood plain must provide an amount of floodwater storage capacity after development, which is not less than the pre-existing floodwater storage capacity of said property during the 100-year flood, regardless of whether such pre-existing flood storage capacity is due to natural or artificial causes. The design must mitigate the total volume of fill within the 100-year flood plain.

### **DRAINAGE DESIGN**

**Section 1.** ~~All storm drainage designs shall comply with the City of Pharr's Drainage requirements as noted in Section II of the Standards Manual: Construction and Development Guide and Chapter 118 Subdivisions of the City Code of Ordinances. The following are supplemental requirements:~~

- ~~• The difference between the Calculation of the 50-year storm post development runoff and the 10-Year Pre-Development runoff shall to be detained on-site. Calculations shall be submitted to the City Engineer.~~
  - ~~• On-site detention methods shall include ponds or engineered sub-surface systems. Acceptable methods of supplemental detention shall be reviewed and approved by the City Engineer.~~
4. Acceptable methods of regulation of peak flow achieved by on-site or off-site include parking lots, recreational areas, swales, ponds, reservoirs, channels, and yard areas below top of curb, provided water does not escape through curb openings, driveways.

**However, the design is not limited to those methods listed above. Bermed yards are not acceptable.**

### **Section 2. Design Considerations**

## B. Outfall System

The drainage outfall system shall be designed to carry and/or store the run-off from a 10-year developed storm frequency and will be provided and maintained by the

City. The outfall system consists of those systems shown on the latest approved City's Master Drainage Plan (state/county/city). The permanent outfall for any improvements within the county is Hidalgo County Drainage District's facilities.

### II – 3 Design Storm Frequencies

Storm drainage planning requires establishment of standards to accomplish design objectives. Storm frequency is a basic criterion necessary in storm drainage design and refers to the magnitude of a storm. Therefore, the selected design frequency establishes the degree of protection desired. Initial storms, as referred to in this manual designate a storm frequency within a 10-year reoccurrence cycle. Run-off from an initial storm is normally intercepted and conveyed by a conveyance system consisting of inlets and a pipe system. A major storm refers to a rainfall having the probability of reoccurrence once every 100 years. Major storms are controlled and conveyed in open drainage systems. Design storm frequencies are as follows:

| <b><u>TABLE II - 1: DESIGN STORM FREQUENCIES</u></b>                                                                                                                                                                                                                            |                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b><u>Area or Facility</u></b>                                                                                                                                                                                                                                                  | <b><u>Design Frequency (Developed)</u></b> |
| <u>Enclosed Pipe System (Internal Subdivision)</u>                                                                                                                                                                                                                              | <u>10 years</u>                            |
| <u>Enclosed Pipe System (Outfall Master Drainage Plan)</u>                                                                                                                                                                                                                      | <u>10 years</u>                            |
| <u>Channels and Ditches (1)</u>                                                                                                                                                                                                                                                 | <u>25 years</u>                            |
| <u>Culverts and Bridges</u>                                                                                                                                                                                                                                                     | <u>25 years</u>                            |
| <u>Floodways Between Building Lines</u>                                                                                                                                                                                                                                         | <u>100 years</u>                           |
| <u>(1) Channels and ditches shall have one (1') foot of freeboard</u><br><u>Note: Storm drainage designed to convey the indicated</u><br><u>frequency storm and detain the difference between the 9.5 year</u><br><u>agriculture runoff and the developed design frequency.</u> |                                            |

On-site detention facilities shall be situated in dedicated areas. Existing drainage facilities (i.e. City of Pharr BlueLines Drainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Methods of on-site detention shall include ponds or engineered sub-surface systems. Detention areas may be incorporated into landscape and greenbelt areas provided that vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so. Maintenance of detention areas shall be the responsibility of the property owner or homeowner's association as applicable. The City shall have the authority to assume the responsibility of maintaining the detention areas and impose applicable fees in the event the property owner or homeowner's association fails to comply with the maintenance requirements.

## II - 4 Drainage Considerations

Drainage design is an integral part of any new development. Proper planning and coordination of the drainage scheme, along with the development plans, is required to achieve an operational and economical storm drainage system. Lack of drainage consideration during the initial planning phase will lead to numerous complaints due to flooding and to added cost due to extension of the drainage system into areas not properly considered. Existing sites and re-development areas shall require appropriate detention measures to be designed and constructed.

### A. Responsibility in Development

1. Developers must provide acceptable conveyance for storm waters from the development to the outfall at their expense. All drainage facilities shall be sized to provide capacity for the development. At the City's option, the City may require the drainage facilities from the development to the outfall to be oversized to include other land in the overall drainage basin delineated on the latest approved City's Master Drainage Plan (state/county/city).
2. A ten (10) year Developer's Reimbursement Contract may be entered into with the City for the costs of over sizing the offsite system for future development. Future development that connects to the system is ultimately responsible for reimbursement.
3. All on-site drainage construction development is the responsibility of the Developer.
4. All on-site detention facilities must be designed by a professional engineer in accordance with City's standards specified herein and placed within easements. Access easements to the facility shall be provided.
5. Internal enclosed pipe drainage systems shall be designed by a professional engineer for a 10-year storm return frequency. Offsite outfall and detention design shall be based on Table II - 1.
6. Drainage requirements not considered through the subdivision process will be addressed at building permit phase. At any rate, all new construction shall meet the city's drainage requirements.

## II - 5 Water Spread Limit

Streets function primarily to serve traffic, and for that reason, must be expected to have some degree of usability during periods of rainfall. Water spread limits are an effective way of defining the protection required to achieve that usability. The following water spread limits are established:

| <b>TABLE II - 2: WATER SPREAD LIMITS</b> |                                                                        |
|------------------------------------------|------------------------------------------------------------------------|
| <b>Street Classification</b>             | <b>Permissible Water Spread</b>                                        |
| <u>Major Thoroughfare (Divided)</u>      | <u>10-year storm – 1 traffic lane must stay open in each direction</u> |
| <u>Minor Streets</u>                     | <u>10-year storm – 1 traffic lane must stay open</u>                   |
| <u>Residential Streets</u>               | <u>10-year storm – water flow must not exceed top of curb</u>          |

## SECTION X – FIBER OPTIC

### X – 1 General

The purpose of this section is to define the general requirements for the design of the city's fiber optic improvements and to provide details for its correct implementation. All new proposed subdivisions shall design and escrow conduit and handholes designated exclusively to the city of Pharr fiber optic network. All designs shall adhere to the standards located within this directive. The City of Pharr Innovation & Technology (IT) and Engineering Departments shall be consulted if variations from these standards are anticipated.

### X – 2 Design

1. A main (2") PVC conduit with (30"x48") distribution handholes shall be designed to reach and provide connection to each service handhole in the subdivision.
2. A 1 1/4" PVC conduit shall be run from every service handhole on the main conduit side, across the roadway, and to a service handhole between every other lot on the opposite side of the roadway.
3. A (17"x30") service handhole shall be installed between every other lot.
4. All PVC conduits shall be a minimum of 3-ft deep when parallel to roadway and 5-ft deep at roadway crossings.
5. All fiber optic improvements shall be located inside a 5-ft Communication Easement Exclusive to the City of Pharr or inside an existing or proposed 15-ft Utility Easement Exclusive to the City of Pharr if permitted by Public Utilities Department.
6. A proposed passive optical network (PON) cabinet adjacent to the city's fiber backbone shall be included in the design depending on the size of the subdivision as requested by the city's IT Department during plan review.

### X – 3 Required Submittals

#### A. Preliminary Approval Phase

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

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

#### 4. Conduit(s), size(s) and location(s)

#### B. Construction Phase

After preliminary approval has been granted by the COP-P&Z, the City will accept construction documents for review and approval. The submittal should include the following:

1. Plan and profiles showing service arrangements.
2. Complete construction details
3. Cost Estimate for all fiber optic utility improvements. Unit costs will be provided by the city's IT Department.

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

1. Approved design for all fiber optic utility improvements in shapefile or .kmz file.
2. Escrow amount for fiber optic utilities.

These two items shall be required as part of the subdivision process to obtain a Notice to Proceed for the Subdivision.

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

#### X – 4 **Standard Details**

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

- |         |                                      |
|---------|--------------------------------------|
| FO – 1  | Typical Fiber Optic Layout           |
| FO – 2  | Typical Utility Service Arrangements |
| STR – 1 | local 50' with 15' utility easements |
-

## II-9 Detention

Continuous development that has occurred throughout the Pharr area has resulted in an increase both in the peak rates and the total volumes of storm water run-off. Therefore, land previously not subject to flooding has become flood-prone as a result of unregulated run-off from the subsequent development. Concurrently, land that was already flood-prone has experienced an increase in the frequency and severity of flooding. The use of detention ponds (basins that temporarily store storm water run-off) to reduce peak rates of run-off is an effort by the City of Pharr and the County to reduce or eliminate these changes, as well as to help maintain the traditional character of the watershed.

The City's adopted methodology for small urban detention ponds centers around the Rational Method, which is essentially a simple equation used to calculate the peak flow rate of storm water run-off for a particular storm and a particular watershed. The equation is expressed as  $Q = CiA$ . "Q" is the peak flow rate. "C" is the run-off coefficient representing the ratio of peak flow rainfall intensity. "i" is the peak rainfall intensity which has a duration equal to the time required for run-off to collect from all points in the watershed (this time is referred to as the "time of concentration"). "A" is the area of the contributing watershed. Since this method yields only one piece of information (the peak flow rate), various modifications have been created in order to generate more information and thus simulate or more closely approximate real-life conditions. Two of these modifications are currently being used and accepted by the City of Pharr and are called the Variable Rainfall Intensity Method (VRIM) and the Modified Rational Method (MRM).

Both the VRIM and MRM are attempts to produce workable models of desired storm water run-off patterns. These patterns, called hydrographs, are graphical representations of the changing flow rate of storm water run-off past a specified point over a prescribed period of time. The VRIM (See Graph No. GR-2, Figure I-iii) more closely resembles actual storm run-off hydrographs in shape and in total volume, due to its curvilinear shape and its run-off distribution with respect to time. Its peak flow rate is the same as that calculated by the basic Rational Method. The VRIM can be used for watersheds up to several hundred acres. However, it involves many more calculations (with corresponding time and effort) than the MRM, if not done with the aid of pre-programmed routines on a computer or programmable calculator. By contrast, the MRM (See Graph No. GR-2, Figure I-iv) is a series of straight-line hydrographs that are crude approximations of run-off hydrographs for storms of various durations.

### A. Calculation of Detention Outlet Size

Detention pond discharges into an existing storm sewer line or existing ditch. The outlet size should be calculated to release the pre-developed rate (9.5 agricultural) only.



1. Maximum pool elevation at or below the design hydraulic grade line of the outfall. The discharge line shall be sized for the design storm within the outfall pipe flowing full.
2. Maximum pool elevation at or above the hydraulic grade line at the outfall. Provide a reducer or restrictor to be constructed inside the discharge line. The discharge line shall be sized for the design storm with the outfall pipe flowing full.
3. Reducer or restrictor pipes shall be sized as follows:
  - i. Use the orifice equation to calculate the required orifice size:

$$Q = CA \sqrt{2g} \sqrt{h}$$

$$D = Q^{1/2} / (2.25 h^{1/4})$$

Where: Q = Outflow discharge (pre-developed rate)

C = 0.8 (Coefficient of discharge)

A = Orifice area (SF)

G = Gravity (32.2 ft/sec.<sup>2</sup>) H = Head (ft.)

D = Orifice diameter (ft.)

- ii. Restrictor shall be either of the calculated required diameter or of the equivalent cross-sectional area. The orifice diameter D shall be a minimum of 0.5 feet.

For each storm duration, the peak flow rate is calculated by the basic Rational Method; except that the intensity used is that for the time of storm duration rather than the time of concentration of the watershed.

The rising limb is a straight line from zero to the peak flow rate extending over a period of the "proposed" or "post-development" time of concentration. A straight line then continues across the graph at the peak flow rate until the storm duration time has been reached. The falling limb is a mirror image of the rising limb. This type of hydrograph is easy to produce, both mathematically and graphically, and is usually applicable for watersheds up to 25 acres.

The City of Pharr has accepted various methods for determining detention pond storage volumes. All of the methods establish a "lower limit" line to approximate the assumed release rate of water from the pond. This line is applied to the inflow hydrograph for each storm duration. The enclosed area below the inflow hydrograph line and above release rate line constitutes the required storage volume for that particular storm. A range of storm duration that yields the absolute peak for all possible storm durations is

used. This peak storage volume is the value that determines the final storage requirement.

The method currently endorsed by the City of Pharr assumes a horizontal release rate line that extends across the entire graph and is equal to the maximum allowable release rate called "Peak Shaving". The outflow structure must take into account the early outflows in the storm and keep them at or below the corresponding values in the "existing" or "pre-development" hydrograph.

Storm water run-off from a particular watershed that does not flow through the detention pond, yet must be addressed in the design is called "by-pass" flows. The maximum allowable release rate must be reduced by the peak flows generated from areas that bypass the pond. The peak flows shall be calculated from the basic Rational Formula, using the time of concentration for the given area and the corresponding rainfall intensity for the specific return period of the storm. When multiple-pond systems are involved, the "Peak Shaving" method is not considered to be applicable for cascaded ponds, where the outflow from one pond flows into another pond. Cascaded ponds will require the application of a dynamic model. Multiple-pond systems that do not have cascaded ponds may be designed by this method, in which each sub-area to a given pond is treated as a separated design.

For detention areas deeper than 3-feet, fencing shall be provided to protect the public.

## II – 10 Required Submittals

The following submittals shall be required as part of the drainage and engineering report on all improvements:

### A. Preliminary Approval Phase

In order to properly review and consider projects and grant preliminary approval, the following items must be addressed and shown on the submittal.

1. A reproduction of that portion of the latest approved City's Master Drainage Plan (state/county/city) showing the relationship of the area to be improved and the proposed improvements to the City's outfall system.
2. Calculations for time of concentration; Q (peak allowable run-off or peak existing run-off prior to development); storage required, and pipe, channel or ditch sizing.
3. A site drainage plan at 1" = 50' showing;
  - a. Lot grading with minimum finished floor elevations
  - b. Street flow with preliminary elevations, grades, and flow
  - c. Proposed drainage improvements
  - d. Proposed method of detention

- ~~e. Existing and proposed one-foot (or 0.50 foot if required) contour intervals to 150 feet outside of the subdivision boundaries, referenced to the latest National Geodetic Vertical Datum and to the City Benchmark Datum.~~
  - ~~f. Drainage sub-areas~~
  - ~~g. 100-year flood elevation and direction of overflow.~~
- ~~4. Certified statement by design Engineer stating FEMA's designated flood zone, anticipated high water elevation in a 100-year flood, and statement describing drainage pattern in the subdivision and the adequacy of the proposed plan for drainage. When required, a Conditional Letter of Map Revision (CLOMR) shall be submitted to FEMA, prior to preliminary approval.~~

**Any changes to the plat after approval has been granted shall require re-submittal and COP-P&Z and City Commission approval.**

#### B. Construction Phase

After preliminary approval has been granted by the City of Pharr Planning and Zoning Commission (COP-P&Z) and City Commission, the City will accept construction plans and specification for review. The submittal should include the following:

1. Eight (8) complete sets of plans, profiles, and specifications for all drainage improvements showing:
  - a. Street widths, grades, existing and proposed profiles
  - b. Drainage pipes, ditches, channels with grades and existing and proposed profiles
  - c. Cross-sections
  - d. Complete construction details
  - e. All plans signed and sealed by a Registered Professional Engineer.
  - f. TCEQ rules and regulations, as it relates to storm water management shall be followed. A copy of the Notice of Intent (NOI) shall be submitted prior to approval. The approved copy shall be forwarded as soon as possible.
  - g. An approved CLOMR shall be presented to the City of Pharr prior to Final approval.
2. Cost Estimate for all drainage improvements signed and sealed by a Registered Professional Engineer and approved by the City Engineer.
3. After the City reviews the submittals, a meeting with the project engineer will be conducted to go over any comments. The engineer is responsible for

making any adjustments/corrections to the plans and resubmitting for approval.

4. Upon approval of the construction documents, the City will schedule a Pre-Construction Meeting. The pre-construction conference will be held at the City Hall or a designated location with the Developer, the Project Engineer, the Contractor and the City of Pharr (Public Works Department, Utilities Department, Fire Department, Planning Department, and the City Engineer), and all other parties as designated by the City. The eight (8) sets of plans submitted shall be reviewed and upon approval, signed by the reviewers. The signed plans (8 sets) shall be the "Official Construction Plans" for the project and will be distributed among the attendees (4-COP, 2-City Engineer, 2-project engineer).
5. A Notice to Proceed from the City of Pharr shall be issued, delineating the proposed project and its required conditions.
6. Any changes, revisions and/or deletions from the approved sets of plans including change orders, shall be submitted to the Planning Department (3 copies) for consideration. The Public Works Department shall consider the submittal and issue the response thru the Planning Department. The City is not obligated to accept any improvements deviating from the approved construction plans or approved changes.

Certified copies of the as-built (copies on Mylar and on AutoCAD 2004 Compact Disk format), shall be furnished to the City upon completion of the improvements and verification by the project engineer (See Section IX).

#### C. Final Approval Phase

Final approval from the COP-P&Z and City Commission is subject to review and approval by the Public Works Department. The following is required before final approval is granted.

1. Finalized versions of all the required submittals in the Preliminary Approval Phase.
2. Approved construction plans are required for final approval.
3. An approved CLOMR shall be presented to the City prior to final approval.

The City of Pharr, City Commission is ultimately responsible for final subdivision plat approval. A subdivision plat will not be forwarded to the City Commission for consideration until all the requirements have been met.

#### II-11 Approved Materials

#### ~~A. Reinforced Concrete Pipe~~

~~Comply with requirements of ASTM C 76, Class III, minimum installed with flexible plastic (Bitumen) at all joints, tongue and groove joints. Gaskets shall comply with AASHTO M-198 75I, Type B, and shall be installed in strict accordance with pipe manufacturer's recommendations.~~

#### ~~B. Polyvinyl Chloride (PVC) Pipe~~

~~PVC pipe is only permitted when specifically approved by the City Engineer. Pipe and fittings shall comply with ASTM D 3034, rated SDR 26. Pipe shall be continually marked with manufacturer's name, a pipe size, cell classification, SDR rating, and ASTM D 3034 classification. Pipe joints shall be integrally molded bell ends in accordance with ASTM D 3034, Table 2, with factory supplied elastomeric gaskets and lubricant. PVC pipe is not permitted under streets.~~

#### ~~C. Manholes~~

##### ~~1. Cast-in-place and pre-cast Manholes~~

~~a. Cast-in-place Manholes shall be constructed of 3000 PSI concrete.~~

~~b. In accordance with ASTM C-478.~~

#### ~~D. Inlets~~

~~1. Type A~~

~~2. Type C-G~~

~~3. Type C~~

~~4. Type F~~

#### ~~E. Cast Iron Frames, Covers, and Grates~~

~~1. As approved by specifications.~~

#### ~~F. Specification for Construction and Utility Castings~~

~~— Manhole Frames and Covers/Grates~~

~~— Catch Basin Inlets~~

~~— Curb and Gutter Inlets~~

~~— Ditch and Median Inlets~~

~~— Trench Drainage Inlets~~

##### ~~1. Applicable Codes~~

~~a. Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization or body, it shall be constructed to mean the latest standard, code~~

specification or tentative specifications adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard. Such standards are made a part hereof to the extent, which is indicated or intended.

b. The following are names and abbreviations of such groups:

AASHTO — for American Association of State Highway and Transportation Officials

ACI — for American Concrete Institute

AISC — for American Institute of Steel Construction ANSI for American National Standards Institute API for American Pipe Institute

ASA — for American Standards Association

ASCE — for American Society of Civil Engineers

ASTM — for American Society of Testing Materials

AWSC — for American Welding Society Code

AWWA — for American Water Works Association

CIPRA — for Cast Iron Pipe Research Association Fed. Spec. for Federal Specification

NCPI — for National Clay Pipe Institute

SDHPT — for State Department of Highways and Public Transportation

UL Inc. — for Underwriter's Laboratories, Inc.

UPPA — for Uni-Bell Plastic Pipe Association

c. Where no reference is made to a code, standard or specification, the Standard Specification of ASTM, AWWA, or ANSI, as appropriate, shall govern.

d. If the specifications and drawings show requirements that are in excess of codes and ordinances, then the specifications and drawings shall be followed. Should there be any conflicts between the specifications and drawings, and the codes and ordinances having jurisdiction, the Bidder shall report these in his bid.

## 2. General:

This specification is applicable for gray and ductile iron castings or frames, gates, rings, and covers that are for use by the City of Pharr, Texas. Castings shall be manufactured by East Jordan Iron Works, or other approved USA manufacturer. All manufacturers shall be approved suppliers to the City of Pharr. The approved manufacturer shall be able to demonstrate that there is an acceptable quality control program at the producing foundry, prior to supplying castings.

## 3. Materials:



Gray iron castings shall be manufactured from iron conforming to ASTM A48 Class 35B, as noted in section 3.1 of AASHTO M306. Ductile iron castings shall be manufactured from iron conforming to ASTM A536. The iron material used in products provided shall have a minimum recycled material content of 75%. The recycled materials shall consist of post-consumer material.

#### 4. Manufacture:

Castings shall be of uniform quality, free from sand holes, gas holes, shrinkage, cracks and other surface defects. Castings shall be reasonably smooth and well cleaned by shot blasting. For traffic service castings, bearing surfaces between manhole rings and covers or grates and frames shall be ground or machined with such precision to prevent rocking. As-cast dimensions may vary within accepted foundry tolerances as outlined in the Iron Castings Handbook published by the American Foundry men's Society, Inc. nominally, casting dimensional tolerances shall be  $\pm 1/16$ " per foot. All published casting weights are average and approximate values and shall vary  $\pm 5\%$ . Castings shall be furnished painted or unpainted as specified by the purchaser.

#### 5. Workmanship:

Castings shall show careful finished workmanship in all particulars. Castings which have been damaged either during manufacture or shipping may be rejected. Defects which would constitute poor workmanship include pinholes, shrink, crack, dirt, scab and slag.

#### 6. Sampling:

Random checks on the castings may be conducted by the purchaser. These random checks shall be conducted in accordance with the AASHTO M306 Section 6.0 guidelines.

#### 7. Proof Load Testing:

Traffic service castings shall have a first article proof load test conducted and the results of that proof load shall be made available to the purchaser upon request. The proof load shall be conducted in accordance with the method and procedure that is outlined in AASHTO M306 Section 7.0, proof load testing. The casting shall be tested on a suitable and calibrated load testing machine and the casting shall hold a 40,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.

#### 8. Inspection:

Inspections shall be in accordance with 9.1.1 (refer to #7 above- Proof Load Testing) or 9.1.2 of AASHTO M306. Results of these tests shall be furnished to the purchaser upon request. The heat or production date and product

numbers, as cast on the casting shall be the basis of trace-ability and recording of the tests.

9. Certification:

A foundry certification shall be furnished to the purchaser stating that samples representing each lot have been tested, inspected, and are in accordance with this specification.

10. Marking:

Each casting shall be identifiable and show, at a minimum, the following: name of the producing foundry, country of manufacture (such as "Made in USA"). "ASTM material designation, recycle symbol, individual part number, cast or heat date. Castings shall also include all lettering as shown on the specification drawings.

11. Records:

Test results for each lot of castings shall be maintained by the foundry for a minimum of seven years and shall be available to the purchaser upon request.

II- 12 Warranty

All materials, products, and workmanship shall be guaranteed for a period of 1-year from the written Date of Acceptance by the City and the date approved As-built drawings are submitted.

II- 13 Standard Details

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

Standard Detail DR-1 Pre-Cast Type "A" Inlet

Standard Detail DR-2 Cast-in-place Type "A" Inlet

Standard Detail DR-3 Type "F" Inlet

Standard Detail DR-4 Type "C" Inlet

Standard Detail DR-5 Type "C-C" Inlet

Standard Detail DR-6 Pre-Cast Storm Concrete Manhole

Standard Detail DR-7 Cast-in-place Storm Concrete Manhole

Standard Detail DR-8 Trench backfill and Compaction Detail

Standard Detail DR-9 Valley Gutter Detail

Standard Detail DR-10 Typical Ditch Cross Section

Standard Detail DR-11 Cast-in-place Rip Rap

Standard Detail DR-12 Safety End Treatment

Standard Detail DR-13 Storm Manhole Cover Details

## II—14 Supplemental Requirements

### Drainage Design

- The difference between the 50-year storm post development runoff and the 10-Year Pre-Development runoff shall be detained on-site. Calculations shall be submitted to the City Engineer.
- On-site detention methods shall include ponds or engineered sub-surface systems. Acceptable methods of supplemental detention shall be reviewed and approved by the City Engineer.

### Detention Design

#### Design Considerations

On-site detention facilities shall be situated in dedicated areas. Existing drainage facilities (i.e. City of Pharr Drainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Methods of on-site detention shall include ponds or engineered sub-surface systems. Detention areas may be incorporated into landscape and greenbelt areas provided that vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so. Maintenance of detention areas shall be the responsibility of the property owner or homeowner's association as applicable. The City shall have the authority to assume the responsibility of maintaining the detention areas and impose applicable fees in the event the property owner or homeowner's association fails to comply with the maintenance requirements.

(Insert DR-15 ) Typical Residential Pond Layout

When field conditions permit, supplemental stormwater detention storage may be achieved within roadway right-of-way. Shallow swale and/or sump side slopes shall not exceed 2:1. Designs shall incorporate the use of curb cuts to allow and direct overflows onto the roadway. Storage volumes below gutter lines may be allowed to percolate into the ground if suitable soils are present. Supplemental stormwater detention shall not interfere with other existing or proposed uses of right-of-way.

(Insert DR-15 A) Typical Detention/Retention in Roadway Right-of-Way

Storm water runoff may be conveyed to detention areas via storm sewer networks, flumes and curb cuts within dedicated right-of-way or flowage easements. Detention pond footprints are encouraged to incorporate aesthetically pleasing geometries and may be used as a common areas or green-belt areas as long as there is no interference with the hydraulic function of the pond.

(Insert DR-16) Typical Dry Stormwater Detention Pond

Side slopes shall not exceed 3:1 (H:V). In areas with a potential for vehicular or pedestrian activity, detention pond depths exceeding 2.5 feet shall require a safety buffer in the form of benching or fencing around the perimeter of the pond. The bottom of the basin shall be graded to drain towards the outlet structure. A pilot channel shall be placed along the flow line from inlet to outlet to ensure positive flow. Trash racks shall be incorporated into outlet structure design. A minimum of 20 feet shall be maintained around the perimeter of the pond to allow for routine maintenance and/or repair.

Detention area design shall consider proximity and elevation of adjacent building structures. Bank areas shall be graded to drain away from such structures. A minimum of 1-foot of freeboard above design pool elevation shall be required. The design of detention areas shall incorporate diversion of overflows into street rights-of-way or drainage/flowage easements in the event of an extreme event or outlet structure failure.

Detention pond areas shall be vegetated to prevent erosion and deposition of silts. Common Bermuda, Winter Rye or a combination of the grasses may be used. Vegetated areas shall include provisions for irrigation systems.

## **SECTION 2: REPEALING CLAUSE**

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

## **SECTION 3: SAVINGS CLAUSE**

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

## **SECTION 34: SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

#### **SECTION 45: PUBLICATION EFFECTIVE DATE**

In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof. The importance of the subject matter of this Ordinance is such as to create an emergency and the reading of this ordinance on three (3) separate readings is hereby waived and dispensed with and this Ordinance shall take effect and be in force from and after its passage and approval in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary may also be in caption forma as allowed under Section 9 of the Pharr City Charter.

#### **SECTION 56: PROPER NOTICE AND MEETING 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. 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.

**SECTION 7:** If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

**PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_\_ day of \_\_\_\_\_ of SeptemberAugust, 2023.0**

CITY OF PHARR

AMBROSIO HERNANDEZ,

\_\_\_\_\_  
MAYOR  
ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE SECOND READING -BY THE BOARD OF**  
**CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS,** on this the \_\_\_\_\_ day of  
~~October~~ September, 2023.0

\_\_\_\_\_  
CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ,  
\_\_\_\_\_  
MAYOR  
ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY**  
**COMMISSIONER OF THE CITY OF PHARR, TEXAS,** on this the \_\_\_\_\_ day \_\_\_\_\_ of  
~~October~~ September, 2023.0

\_\_\_\_\_  
CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ,  
\_\_\_\_\_  
MAYOR  
ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 6, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas *(3rd and Final Reading)*. **This item supports EV - Economic Vitality.**

**Classification:** Consent

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

**Issue:** This item is the 3rd and final reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends approval.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

**ROUTING:**

Hilda Pedraza

Kimberly Mendoza

David Friedlein

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/6/2023

Approved - 9/6/2023

Approved - 9/12/2023

New -



O-2023-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 14.88 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND HI-LINE ROAD, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

**WHEREAS**, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

**Section 1:** The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

**Section 2:** The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

**Section 3:** The territory hereinafter described contains approximately 14.88 acres; and

**Section 4:** The territorial limits of the City of Pharr, Texas contained approximately 15,425 acres (24.10 square miles) as of January 16, 2023; and

**Section 5:** The Director of Development Services held a public hearing on the proposed annexation, on Monday, August 21, 2023 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2<sup>nd</sup> floor, Pharr, Texas and was also published in the Advance News Journal; and

**Section 6:** A service plan as required by State Law is hereby adopted and attached as Exhibit A.

**Section 7:** The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

**Section 8:** That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

**Section 9:** That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

**Section 10:** That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

**Section 11:** That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

**Section 12:** Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 14.88 acres for a total of approximately 15,291 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21<sup>st</sup> day of August, 2023.

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 \_\_\_\_\_, 2023.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ

MAYOR

ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, 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 \_\_\_\_\_, 2023.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ

MAYOR

ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK

**EXHIBIT A**  
**SERVICE PLAN**

**I. ANNEXATION AREAS**

The annexation areas are located on the Southeast corner of South Veterans Boulevard and Hi-Line Road. The property is approximately **14.88 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Zuko Family Partnership, a Texas Limited Partnership

TRACT 1: A 14.88 acre tract of land, out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in 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 Marshal'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.



## **PROPERTY DESCRIPTION**

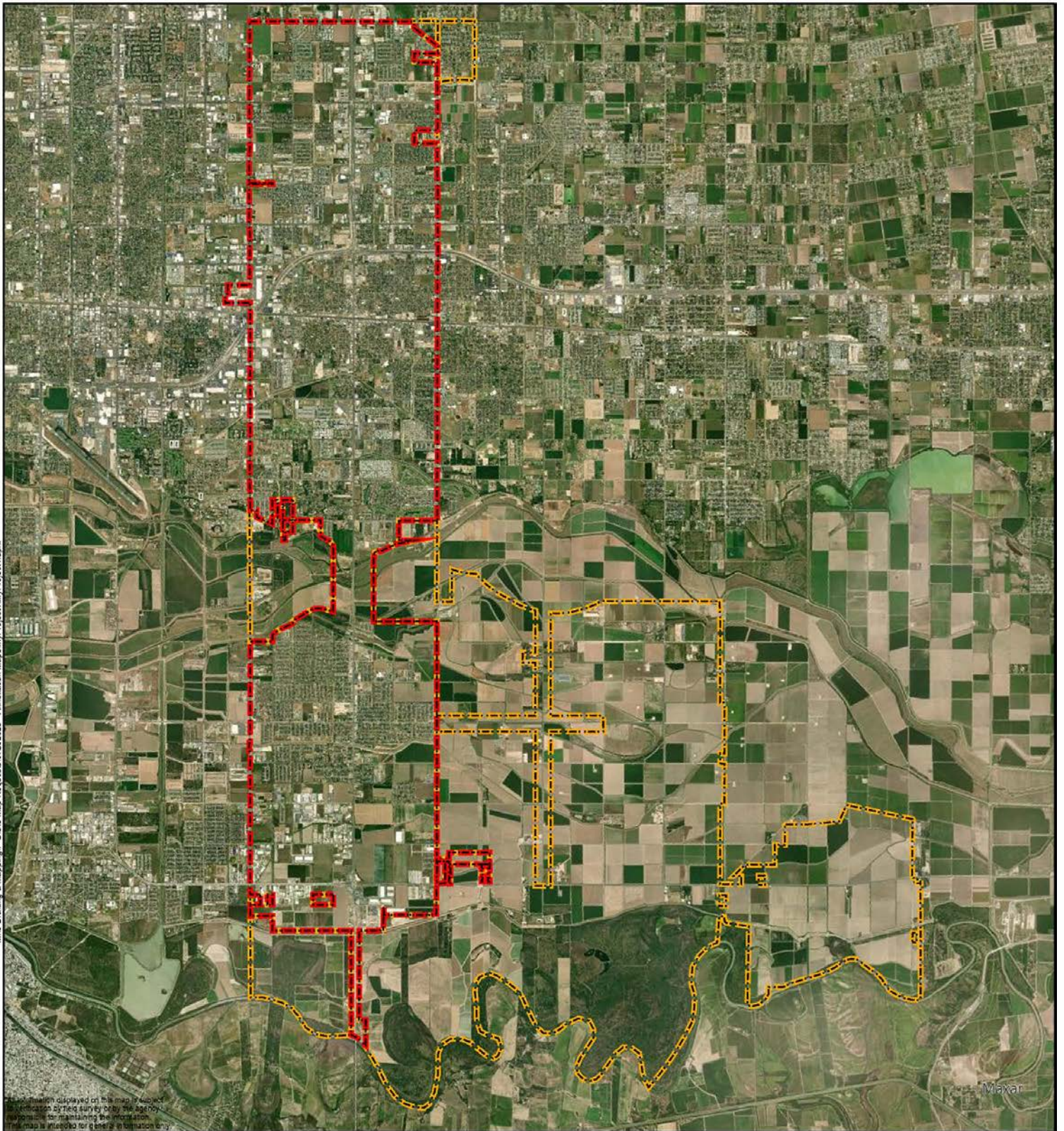
**1) OWNER:** Zuko Family Limited Partnership, a Texas Limited Partnership

TRACT: A 14.88-acre tract of land out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.





M:\GIS\Drafting & Mapping\7-GIS\Map Requests\07252023 - Annexation Maps\MyProject1\MyProject1.aprx



Information displayed on this map is based on information provided by the City of Pharr. The City of Pharr is responsible for maintaining the information. This map is intended for general information only.

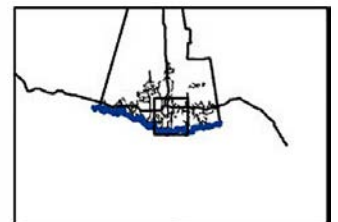
 Pharr City Limit  
 Pharr ETJ

City of Pharr, Texas  
Engineering Department  
956.402.4242

Date: 7/27/2023

Scale: 1:106,161

0 4,000 8,000 16,000 24,000 32,000 Feet







## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 8, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Maritza Magallan, Contract  
Compliance Officer

**DEPARTMENT:** Purchasing

**DIRECTOR:** Mayra Gomez

**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, TX. **This item supports IF - Infrastructure.**

**Classification:** Regular

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

**Issue:** Supply contract extension for the Purchase and Application of Prime and Tack Coat:

Tack Coat \$0.15 per sq. ft

Prime Coat \$0.15 per sq. ft

Project# 2021-01-517-SP004-110 (Year 3 of 3)

**Fiscal Consideration:** N/A

**Staff Recommendation:** Public Works staff recommends approval to extend the supply contract for one (1) additional year being last extension; year 3 of 3

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

**ROUTING:**

Maritza Magallan

Mayra Gomez

Luis Marin

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/8/2023

Approved - 9/8/2023

Approved - 9/8/2023

Approved - 9/14/2023

New -

**FINAL EXTENSION OF AGREEMENT  
SUPPLY CONTRACT FOR PRIME COAT AND TACK COAT**

**THIS FINAL EXTENSION OF AGREEMENT FOR PRIME COAT AND TACK COAT** made and entered on \_\_\_\_\_ 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 on 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 has extended the term once before and hereby desires to extend the Contract for one (1) final 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 **from October 4, 2023 to October 4, 2024; unit price(s) increase from \$0.14 to \$0.15 per sq ft. as per proposal dated July 27, 2023.**  
This will be the final extension available on this 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 on \_\_\_\_\_, by the **City of Pharr**.

**CITY OF PHARR**

By: \_\_\_\_\_  
Dr. Jonathan B. Flores  
Interim City Manager

Approved As to Form:

By: \_\_\_\_\_  
Ricardo Rodriguez Jr., City Attorney

DATED on \_\_\_\_\_, by **ASPHALT OIL EXPRESS**

**ASPHALT OIL EXPRESS**

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 6.E.

**DATE SUBMITTED:** September 14, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Ruben Alfaro, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Ruben Alfaro

**Agenda Item:** Consideration and action, if any, on Amendment Number 1 in the amount of \$7,532.00 to the Professional Engineering Services Agreement with GDJ Engineering for the Veterans Road/Hike & Bike Expansion Project. **This item supports IF - Infrastructure.**

**Classification:** Consent

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

**Issue:** Amendment Number 1 to the Professional Engineering Services Agreement with GDJ Engineering, is for additional traffic study work requested by TxDOT for the warrant of the proposed traffic signal at I Rd.(Veterans Blvd.) and Dicker Rd.

**Fiscal Consideration:** Original Agreement: \$2,227,487.00

**Amendment No. 1:** \$7,532.00

Revised Agreement: \$2,235,019.00

**Staff Recommendation:** Staff recommends approval of Amendment Number 1 in the amount of \$7,532.00 to the Professional Engineering Services Agreement with GDJ Engineering for the Veterans Road/Hike & Bike Expansion Project.

**Alternatives:** No alternatives.

**Exclude Material from Public Packet?** No

**Reason:** No exclusion.

---

**ROUTING:**

Ruben Alfaro

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/14/2023

Approved - 9/14/2023

Approved - 9/15/2023

Final Approval - 9/15/2023



"Exhibit C"  
Fee Estimate

City of Pharr Veterans Blvd. (I Road) - Amendment #1 (Traffic Signal Warrant Update)

|                                                                                                                                  |   |                                                                | MANHOURS                            |                 |                                   |                            |             |                  |                             |                |             |                         |
|----------------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------|-------------------------------------|-----------------|-----------------------------------|----------------------------|-------------|------------------|-----------------------------|----------------|-------------|-------------------------|
| Traffic Signal Warrant Update (Veterans & Dicker Rd Intersection) -<br>City of Pharr Hike & Bike (I Road) Project (Amendment #1) |   |                                                                | Principal/Senior<br>Project Manager | Project Manager | Agency<br>Coordination<br>Manager | Project/Design<br>Engineer | EIT         | Engineering Tech | Environmental<br>Specialist | Admin/Clerical | Total Hours | Total Line Item<br>Cost |
|                                                                                                                                  |   |                                                                |                                     |                 |                                   |                            |             |                  |                             |                |             |                         |
| TASK                                                                                                                             |   |                                                                |                                     |                 |                                   |                            |             |                  |                             |                |             |                         |
|                                                                                                                                  |   |                                                                |                                     |                 |                                   |                            |             |                  |                             |                |             |                         |
|                                                                                                                                  | 1 | Conduct New Traffic Counts (Veterans & Dicker Rd Intersection) | 2                                   | 4               |                                   |                            | 12          |                  |                             |                | 18          | \$ 2,370.00             |
|                                                                                                                                  | 2 | Update & Amend Traffic Signal Warrant Report                   | 4                                   | 8               |                                   | 18                         |             |                  |                             | 2              | 32          | \$ 5,162.00             |
|                                                                                                                                  |   |                                                                |                                     |                 |                                   |                            |             |                  |                             |                |             |                         |
|                                                                                                                                  |   | Subtotal (Amendment #1)                                        | 6                                   | 12              | 0                                 | 18                         | 12          | 0                | 0                           | 2              | 50          | \$ 7,532.00             |
|                                                                                                                                  |   |                                                                |                                     |                 |                                   |                            |             |                  |                             |                |             |                         |
| Total Labor Hours                                                                                                                |   |                                                                | 6                                   | 12              | 0                                 | 18                         | 12          | 0                | 0                           | 2              | 50          |                         |
| Contract Rate                                                                                                                    |   |                                                                | \$ 225.00                           | \$ 195.00       | \$ 160.00                         | \$ 144.00                  | \$ 95.00    | \$ 82.00         | \$ 125.00                   | \$ 55.00       |             |                         |
| Total Labor Costs                                                                                                                |   |                                                                | \$ 1,350.00                         | \$ 2,340.00     | \$ -                              | \$ 2,592.00                | \$ 1,140.00 | \$ -             | \$ -                        | \$ 110.00      |             | \$ 7,532.00             |

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 7,532.00



**PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**AMENDMENT NO. 1**

The Contract between **GDJ Engineering, LLC** and the **City of Pharr** which was executed by the parties on **September 21, 2020** for the **Veterans Road/Hike & Bike Expansion Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined in Attachment.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as outlined in Attachment.

This amendment adds **\$7,532.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 2,227,487.00 to **\$ 2,235,019.00.**

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**

**GDJ Engineering, LLC.  
2805 Fountain Plaza Blvd. Suite A  
Edinburg, TX 78539**

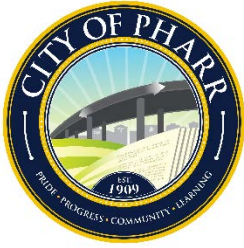
By: \_\_\_\_\_  
Signature

Robert Macheska, PE, CFM  
ENGINEER

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Jonathan Flores  
Interim City Manager  
City of Pharr, Texas

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 6.F.

**DATE SUBMITTED:**

**MEETING DATE:** September 18, 2023

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

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

**Classification:** Public Hearing

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

**Issue:**

**Fiscal Consideration:**

**Staff Recommendation:**

**Alternatives:**

**Exclude Material from Public Packet?** No

**Reason:**

---

**ROUTING:**

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 12, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Kimberly Mendoza, Development Services Director

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** R.E. Garcia & Associates, representing Ramiro Rivas, 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 Limited Industrial District (L-I). The property is legally described as being 8.0 acres, more or less, out of the East 10.0 acres of the West 20.0 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Hi-Line Road. COZ#230818 **This item supports EV - Economic Vitality.**

**Classification:** Public Hearing

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

**Issue:** R.E. Garcia & Associates, representing Ramiro Rivas, 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 Limited Industrial District (L-I) in order to develop and construct a cold storage facility.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

**Planning & Zoning Commission Recommendation:** The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) at the meeting on September 11, 2023. There were five members present and voting.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

**ROUTING:**

Kimberly Mendoza  
Ricardo Rodriguez

Created/Initiated - 9/12/2023  
Approved - 9/12/2023

City Management Office

Final Approval - 9/12/2023



## **MEMORANDUM**

---

**DATE:** MONDAY, SEPTEMBER 18, 2023

**TO:** MAYOR AND CITY COMMISSION

**FROM:** KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN FLORES, INTERIM CITY MANAGER

**SUBJECT:** Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being 8.0 acres, more or less, out of the East 10.0 acres of the West 20.0 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Hi-Line Road. COZ#230818

---

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:**

R.E. Garcia & Associates, representing Ramiro Rivas, 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 Limited Industrial District (L-I) in order to develop and construct a cold storage facility.

The subject site is located on the north side of West Hi-Line Road, 0.66 miles west from South Cage Boulevard and has a physical address of 1400 West Hi-Line Road. The property is legally described as being 8.0 acres, more or less, out of the East 10.0 acres of the West 20.0 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

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

The property and the properties to the west and east were zoned Agricultural and/or Open Space District (A-O) on June 3, 2003, when annexed into the City of Pharr. The property to the north was rezoned from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) on February 18, 2003. A portion of the property to the south was rezoned from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) on February 6, 2023. The remaining property to the south was rezoned from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) on January 4, 2021. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Limited Industrial District (L-I) is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Three (3) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 25, 2023, and a legal notice was published in the Advance News Journal on August 23, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.



The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) at the meeting on September 11, 2023. 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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

R.E. Garcia & Associates, representing Ramiro Rivas, owner

APPLICANT

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

CURRENT ZONE

1400 West Hi-Line Road

ADDRESS

Limited Industrial District (L-I)

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 from Agricultural and/or  
Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements,  
has adequate ingress and egress and will be compatible with surrounding properties. If approved,  
the owner must comply with all City Ordinances and City Department requirements.

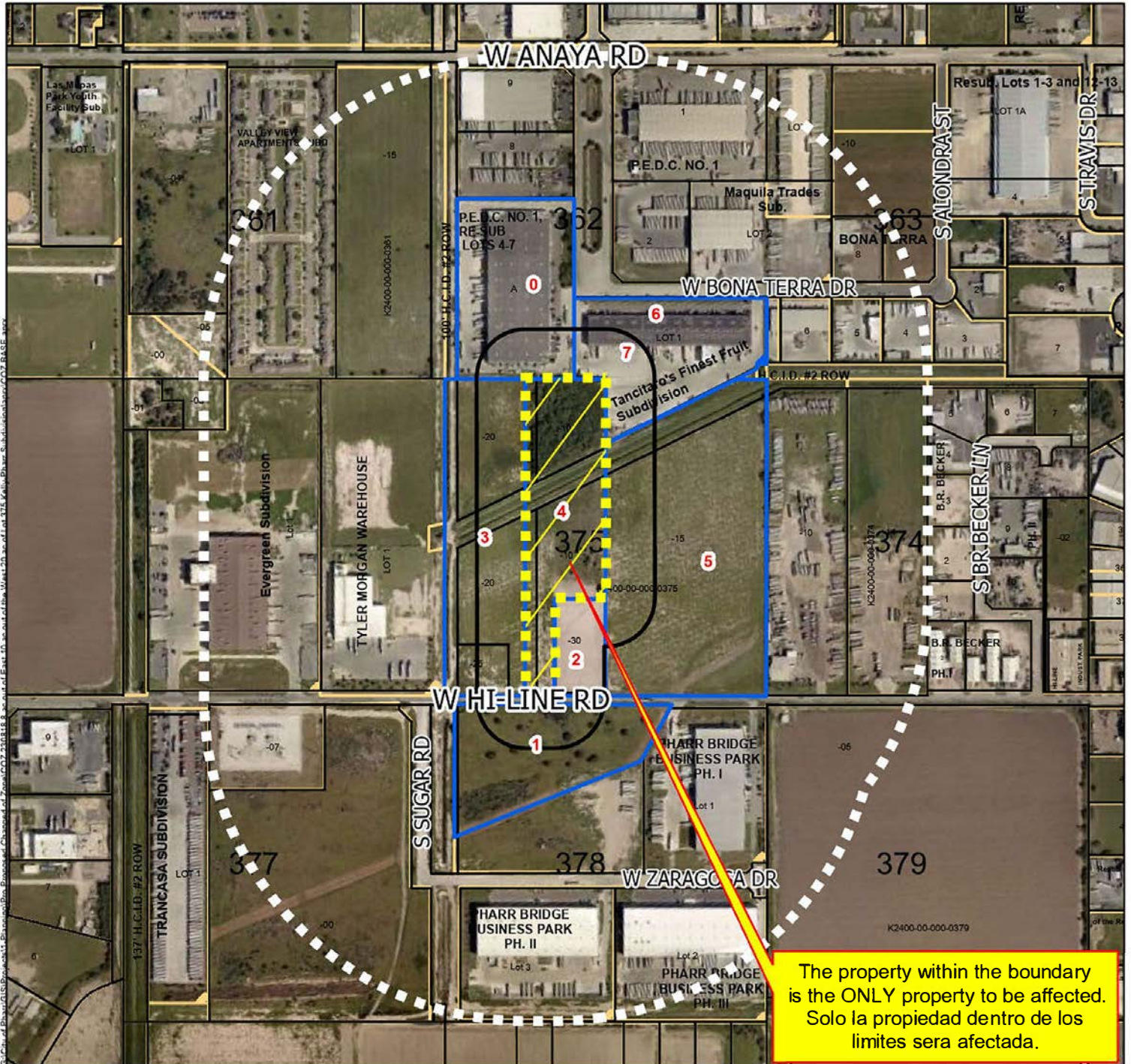
Laura Fonseca Planner I

PREPARED BY

August 30, 2023

DATE

Proposed Change of Zone  
8.0 ac out of the East 10 ac of the West 20 ac of  
Lot 375 Kelly-Pharr Subdivision  
R.E. Garcia & Associates rep. Ramiro Rivas, owner  
Aerial



#### 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

#### Future Land Use

#### FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Quarter Mile Radius
- 200 ft Radius
- Notified Properties

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.



City of Pharr, Texas  
Engineering Department  
956.402.4242

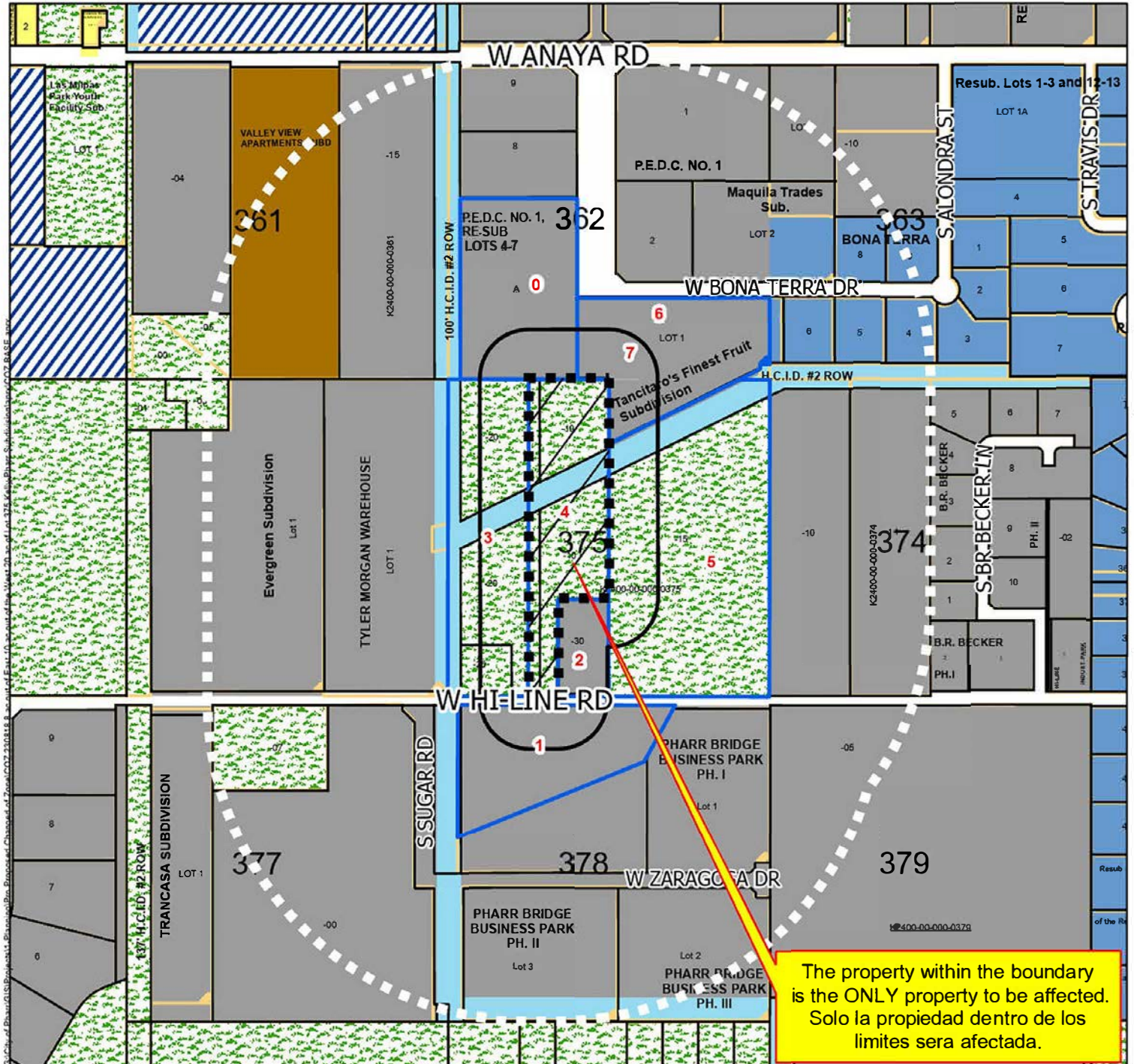
Date: 8/17/2023

Scale: 1:7,100





Proposed Change of Zone  
 8.0 ac out of the East 10 ac of the West 20 ac of  
 Lot 375 Kelly-Pharr Subdivision  
 R.E. Garcia & Associates rep. Ramiro Rivas, owner  
 Zoning



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
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

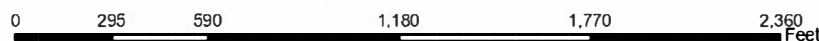
#### Future Land Use

- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Quarter Mile Radius
- 200 ft Radius
- Notified Properties

City of Pharr, Texas  
 Engineering Department  
 956.402.4242

Date: 8/17/2023

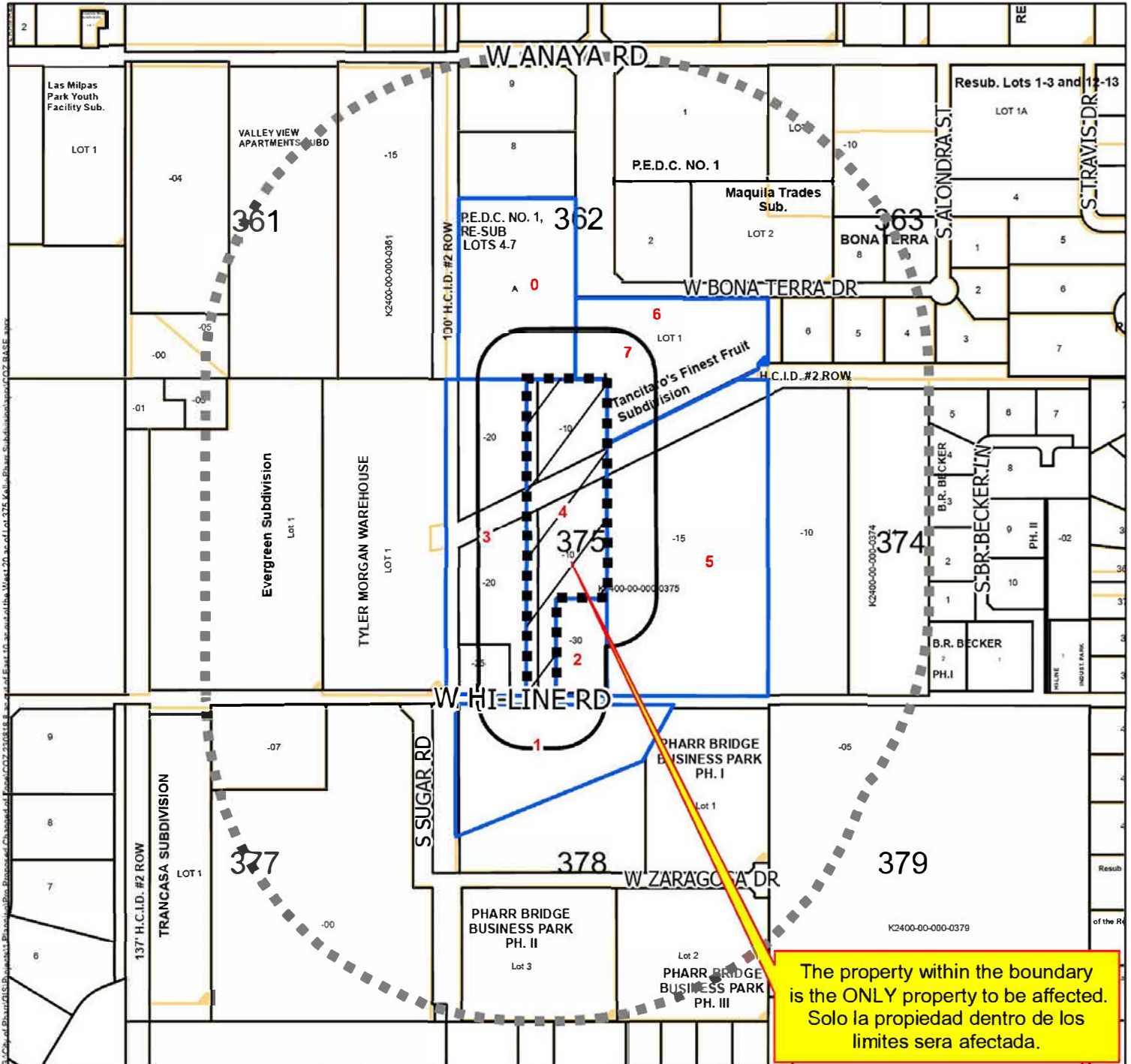
Scale: 1:7,100



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  
8.0 ac out of the East 10 ac of the West 20 ac of  
Lot 375 Kelly-Pharr Subdivision  
R.E. Garcia & Associates rep. Ramiro Rivas, owner  
Radius



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
- 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

#### Future Land Use

#### FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Quarter Mile Radius
- 200 ft Radius
- Notified Properties

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.



City of Pharr, Texas  
Engineering Department  
956.402.4242

Date: 8/17/2023

Scale: 1:7,100

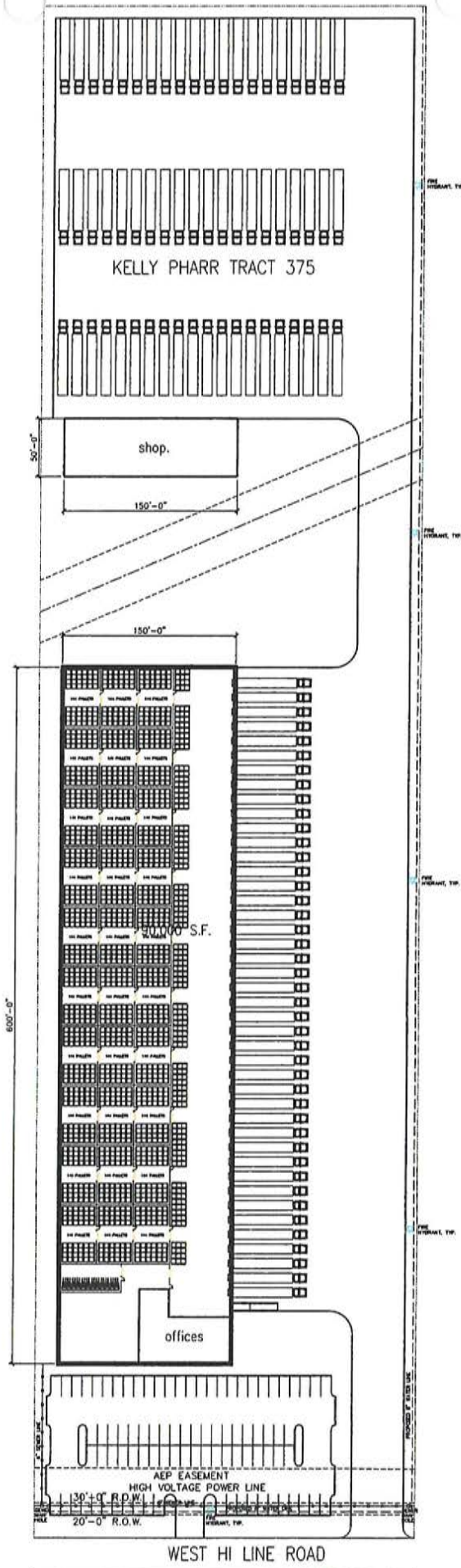
0 295 590 1,180 1,770 2,360 Feet





0 295 590 1,180 1,770 2,360 Feet

Date: 8/17/2023







1400 WEST Hi Line Rd



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 12, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Kimberly Mendoza, Development Services Director

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** RJC Engineering & Construction, LLC., representing Jesus Javier Montero-Casillas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH). The property is legally described as being 1.73 acres, more or less, out of Lot 2, F. Gehlert Subdivision, out of Lot 189, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 200 East Helmer Street. COZ#230819 **This item supports EV - Economic Vitality.**

**Classification:** Public Hearing

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

**Issue:** RJC Engineering & Construction, LLC., representing Jesus Javier Montero-Casillas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) in order to construct townhomes.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends approval of the rezoning request from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

**Planning & Zoning Commission Recommendation:** The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) at the meeting on September 11, 2023. There were five members present and voting.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

**ROUTING:**

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 9/12/2023  
Approved - 9/12/2023  
New -



## **MEMORANDUM**

---

**DATE:** MONDAY, SEPTEMBER 18, 2023

**TO:** MAYOR AND CITY COMMISSION

**FROM:** KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN FLORES, INTERIM CITY MANAGER

**SUBJECT:** Re-zoning Request: From Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH). The property is legally described as being 1.73 acres, more or less, out of Lot 2, F. Gehlert Subdivision, out of Lot 189, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 200 East Helmer Street. COZ#230819

---

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:**

RJC Engineering & Construction, LLC., representing Jesus Javier Montero-Casillas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) in order to construct townhomes.

The subject site is located on the south side of East Helmer Street, 0.15 miles east from South Cage Boulevard and has a physical address of 200 East Helmer Street. The property is legally described as being 1.73 acres, more or less, out of Lot 2, F. Gehlert Subdivision, out of Lot 189, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Helmer Street, a 50 - 60 ft. local street which runs east and west with a posted speed limit of 20 - 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property was rezoned from Single-Family Residential District (R-1) to High Density Multi-Family Residential District (R4) on September 17, 1996. The property to the west was rezoned from Single-Family Residential District (R-1) to High Density Multifamily District (R4) on December 13, 1988. The property to the north, east, and south were zoned Single-Family Residential District (R-1) in April 1982, upon annexation to the City of Pharr. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for multi-family residential use in the Land Use Plan.

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

Eleven (11) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 25, 2023, and a legal notice was published in the Advance News Journal on August 23, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Residential Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) at the meeting on September 11, 2023. 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.**





## REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

**RJC Engineering & Construction, LLC., representing Jesus Javier  
Montero-Casillas, owner**  
APPLICANT

**Residential Multi-Family High Density  
District (R-MFHD)**  
CURRENT ZONE

**200 East Helmer Street**  
ADDRESS

**Townhouse Residential District (R-TH)**  
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**

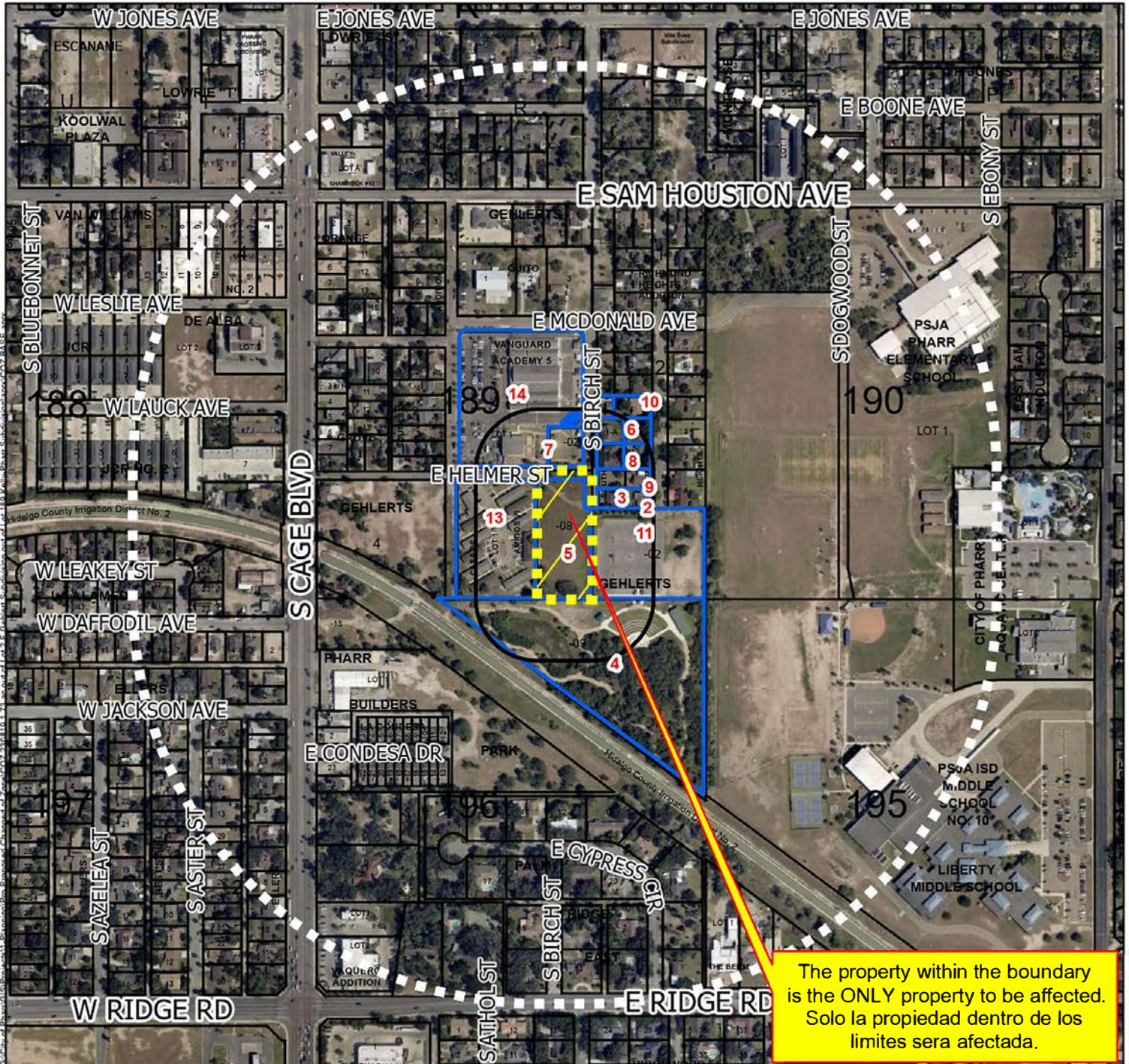
**Development Services is recommending approval of the request to re-zone from Residential  
Multi-Family High Density District (R-MFHD) to Townhouse Residential District (R-TH) as the  
property meets area requirements, has adequate ingress and egress and will be compatible with  
surrounding properties. If approved, the owner must comply with all City Ordinances and City  
Department requirements.**

**Laura Fonseca Planner I**  
PREPARED BY

**August 30, 2023**  
DATE



Proposed Change of Zone  
 1.73 ac out of Lot 2, F. Gehlert Subdivision, out of Lot 189  
 Kelly-Pharr Subdivision  
 RJC Engineering & Construction LLC rep Jesus Javier  
 Montero-Casillas, Owner



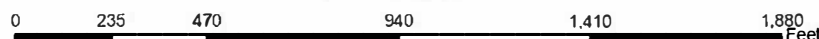
|                                       |                         |                          |                     |
|---------------------------------------|-------------------------|--------------------------|---------------------|
| <b>Zoning</b>                         | Rail Road R.O.W         | Hidalgo ISD              | Manufactured Homes  |
| <b>ZONE</b>                           | Government Owned        | Valley View ISD          | Industrial          |
| Agricultural Open Space               | General Business        | Planned Unit Development | Commercial          |
| Single Family                         | Business District       | <b>Future Land Use</b>   | Public/Semi Public  |
| Single Family Small Lot               | Drainage Easement       | <b>FUTURELAND</b>        | ROW                 |
| Residential Multi-Family              | Heavy Commercial        | Irrigation               | Parks               |
| Residential Multi-Family High Density | Heavy Industrial        | Agriculture              | Subject Property    |
| Mobile Home                           | Limited Industrial      | Single Family Res.       | 200 ft Radius       |
| Townhouse                             | Neighborhood Commercial | Multi-Family Res.        | Notified Properties |
| HUD Code                              | Office Professional     |                          | Quarter Mile Radius |
|                                       | PSJA ISD                |                          |                     |

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.



City of Pharr, Texas  
 Engineering Department  
 956.402.4242

Scale: 1:5,650



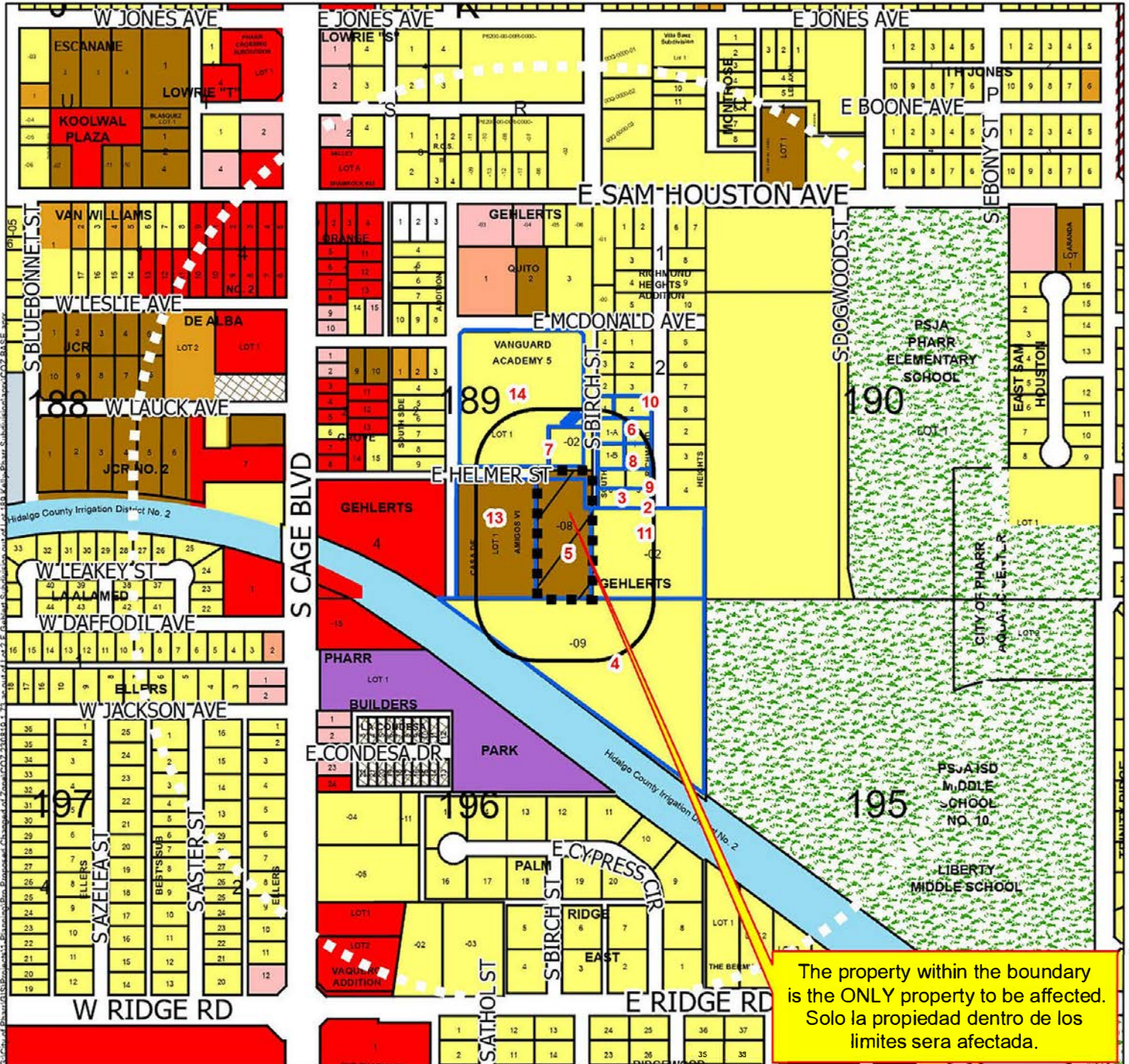
Date: 8/17/2023



Proposed Change of Zone  
 1.73 ac out of Lot 2, F. Gehlert Subdivision, out of Lot 189  
 Kelly-Pharr Subdivision  
 RJC Engineering & Construction LLC rep Jesus Javier  
 Montero-Casillas, Owner



## Zoning



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

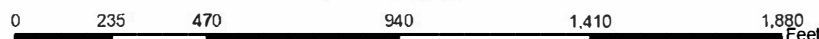
- |                                       |                         |                          |                     |
|---------------------------------------|-------------------------|--------------------------|---------------------|
| <b>Zoning</b>                         | Rail Road R.O.W         | Hidalgo ISD              | Manufactured Homes  |
| <b>ZONE</b>                           | Government Owned        | Valley View ISD          | Industrial          |
| Agricultural Open Space               | General Business        | Planned Unit Development | Commercial          |
| Single Family                         | Business District       | <b>Future Land Use</b>   | Public/Semi Public  |
| Single Family Small Lot               | Drainage Easement       | <b>FUTURELAND</b>        | ROW                 |
| Residential Multi-Family              | Heavy Commercial        | Irrigation               | Parks               |
| Residential Multi-Family High Density | Heavy Industrial        | Agriculture              | Subject Property    |
| Mobile Home                           | Limited Industrial      | Single Family Res.       | 200 ft Radius       |
| Townhouse                             | Neighborhood Commercial | Multi-Family Res.        | Notified Properties |
| HUD Code                              | Office Professional     |                          | Quarter Mile Radius |
|                                       | PSJA ISD                |                          |                     |

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.



City of Pharr, Texas  
 Engineering Department  
 956.402.4242

Scale: 1:5,650



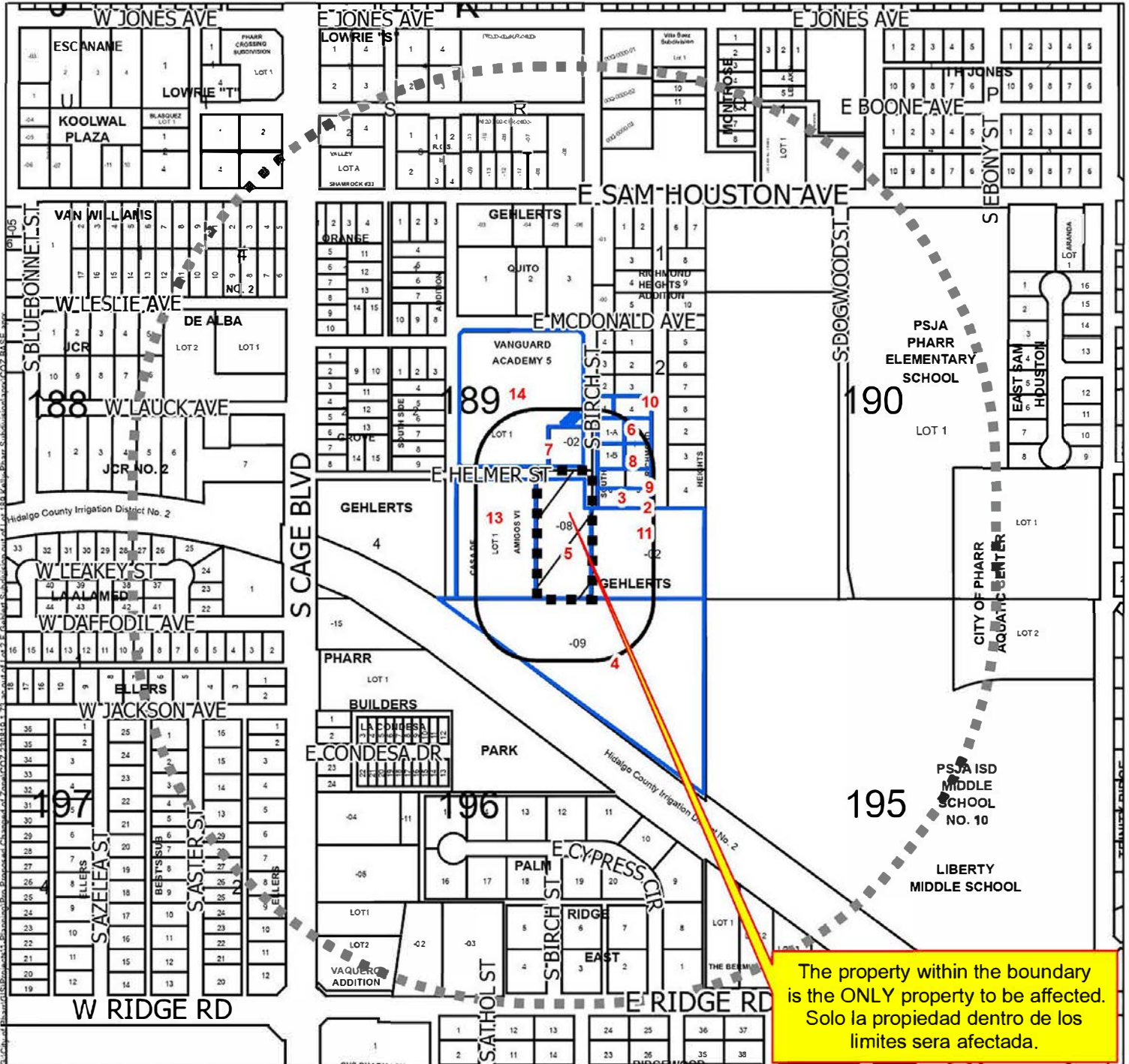
Date: 8/17/2023



Proposed Change of Zone  
 1.73 ac out of Lot 2, F. Gehlert Subdivision, out of Lot 189  
 Kelly-Pharr Subdivision  
 RJC Engineering & Construction LLC rep Jesus Javier  
 Montero-Casillas, Owner



Radius



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
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

- Future Land Use**
- FUTURELAND**
- Irrigation
  - Agriculture
  - Single Family Res.
  - Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

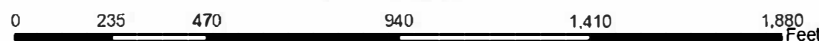
All Information displayed on this map is subject  
 to verification by field survey or by the agency  
 responsible for maintaining the information.  
 This map is intended for general information only.



City of Pharr, Texas  
 Engineering Department  
 956.402.4242

Date: 8/17/2023

Scale: 1:5,650

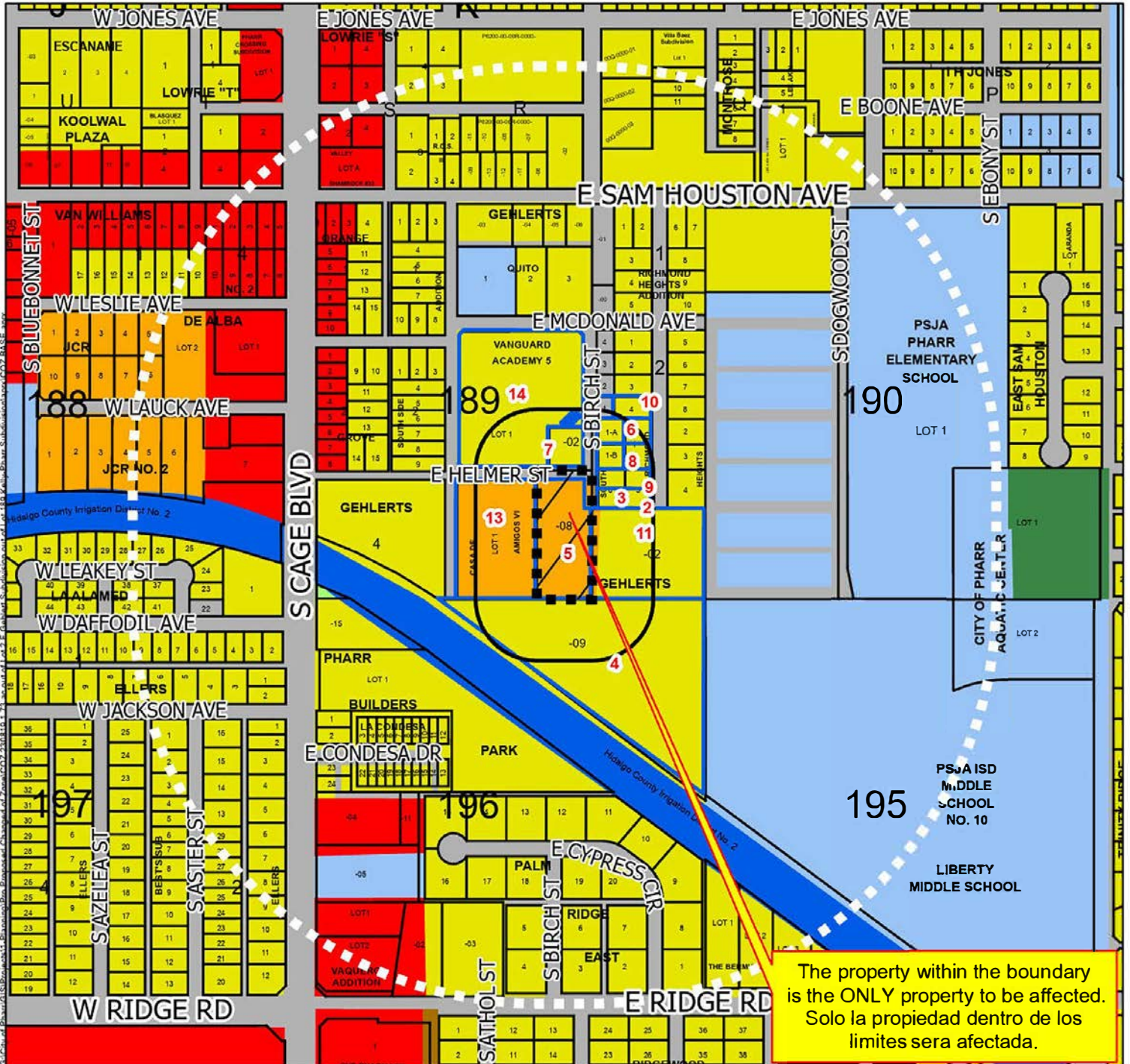




Proposed Change of Zone  
 1.73 ac out of Lot 2, F. Gehlert Subdivision, out of Lot 189  
 Kelly-Pharr Subdivision  
 RJC Engineering & Construction LLC rep Jesus Javier  
 Montero-Casillas, Owner



Future Land Use



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
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

- Future Land Use**
- FUTURELAND**
- Irrigation
  - Agriculture
  - Single Family Res.
  - Multi-Family Res.
  - Manufactured Homes
  - Industrial
  - Commercial
  - Public/Semi Public
  - ROW
  - Parks
  - Subject Property
  - 200 ft Radius
  - Notified Properties
  - Quarter Mile Radius

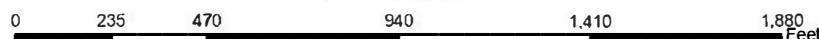
All Information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

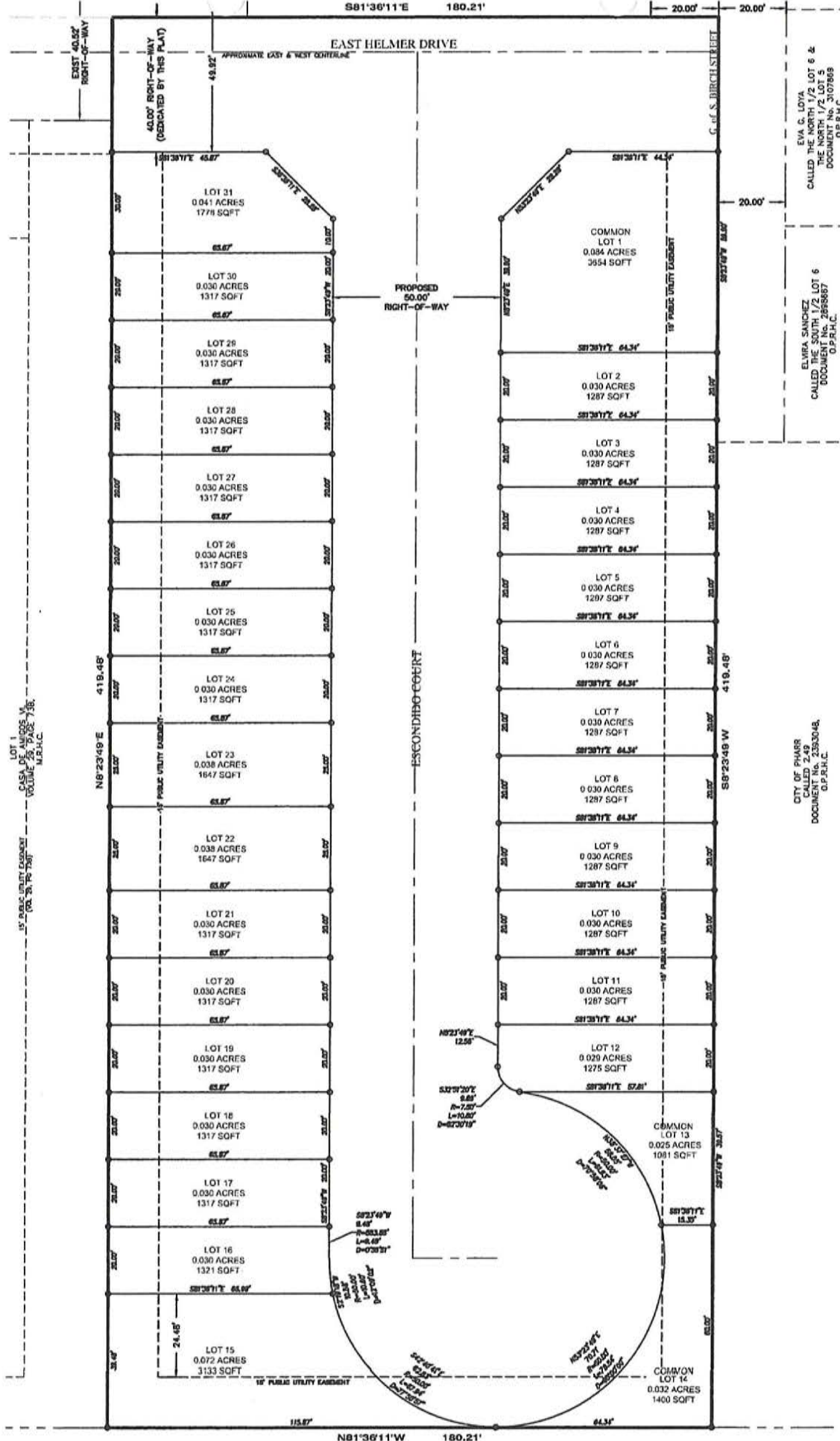


City of Pharr, Texas  
 Engineering Department  
 956.402.4242

Date: 8/17/2023

Scale: 1:5,650





PREPARATION DATE: JUNE 2023  
SUBMITTAL DATE: AUGUST 2023

CITY OF PHARR  
CALLED 6.41  
DOCUMENT No. 2363056,  
O.P.R.H.C.

CITY OF PHARR  
CALLED 2.48  
DOCUMENT No. 2363048,  
O.P.R.H.C.

EVA G. LOYA  
CALLED THE NORTH 1/2 LOT 6 &  
THE SOUTH 1/2 LOT 6  
DOCUMENT No. 207868  
O.P.R.H.C.

ELVIRA SANCHEZ  
CALLED THE SOUTH 1/2 LOT 6  
DOCUMENT No. 2858687  
O.P.R.H.C.





200 E Helmer St



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 12, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Kimberly Mendoza, Development  
Services Director

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Taqueria Borrego Pinto 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 Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6615 South Jackson Road. CUP#180208 **This item supports EV - Economic Vitality.**

**Classification:** Regular

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

**Issue:** Taqueria Borrego Pinto 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).

**Fiscal Consideration:** N/A

**Staff Recommendation:** 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.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

**ROUTING:**

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 9/12/2023  
Approved - 9/12/2023  
New -



# Pharr



MAYOR Ambrosio Hernandez, MD

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

## Executive Summary Letter

September 18, 2023

Conditional Use Permit **Renewal** for ABC –

Taqueria Borrego Pinto

### Background:

Taqueria Borrego Pinto is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Taqueria Borrego Pinto.

The property is located at 6615 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

Staff recommends **approval** of the renewal 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:** MONDAY, SEPTEMBER 18, 2023

**TO:** MAYOR AND CITY COMMISSION

**FROM:** KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN FLORES, INTERIM CITY MANAGER

|                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT <b>RENEWAL</b> FOR ABC –<br/>FILE NO. <b>CUP#180208</b> (TAQUERIA BORREGO PINTO)</p> |
|--------------------------------------------------------------------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Taqueria Borrego Pinto 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 Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 6615 South Jackson Road.

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

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

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

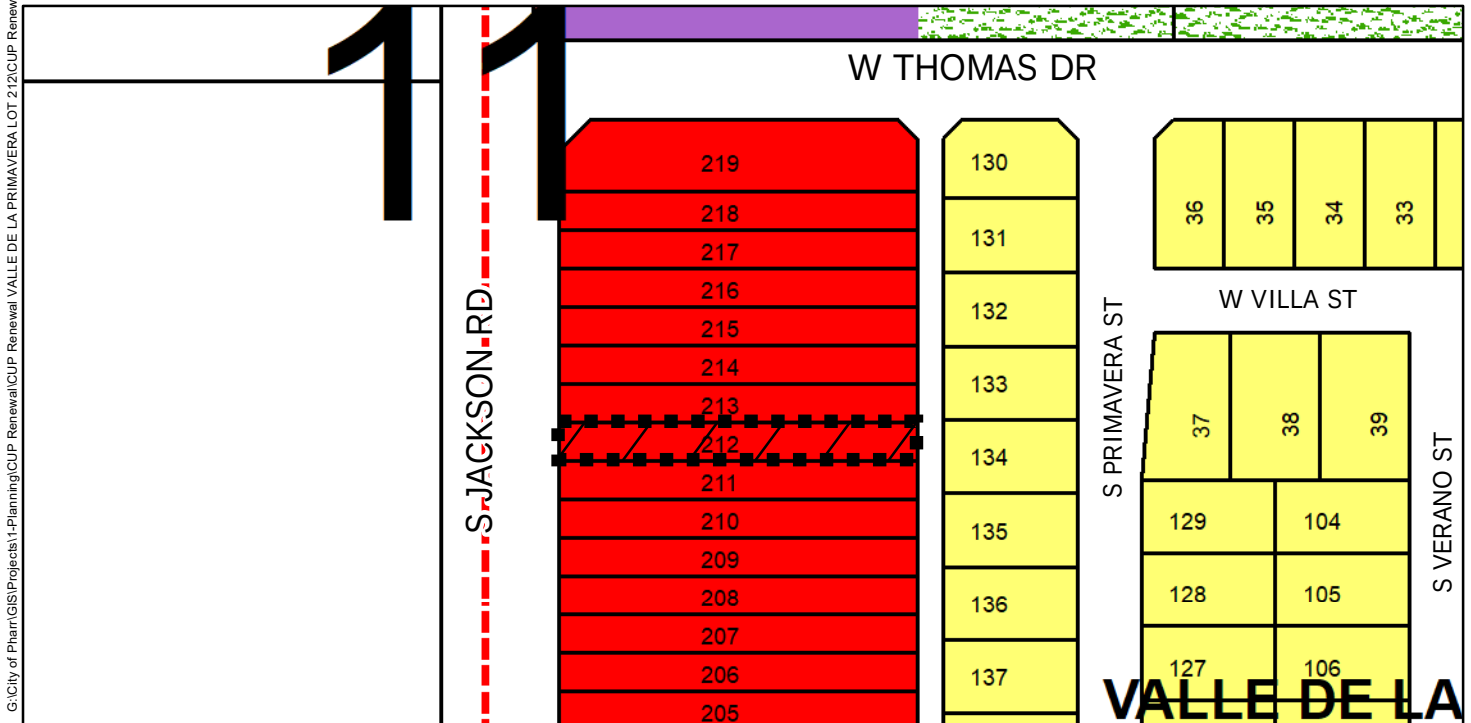
**CODE  
COMPLIANCE:** Recommends approval of  
the Conditional Use Permit.

**HEALTH:** Recommends approval of  
the Conditional Use Permit.

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

**DEVELOPMENT  
SERVICES  
RECOMMENDATION:** Development Services is recommending 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.





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

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet





## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 14, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT:** Finance

**DIRECTOR:** Karla Saavedra

**Agenda Item:** Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2023 ending September 30, 2024 (*Adoption on One Reading*). **This item supports SG - Sound Governance and Fiscal Transparency.**

**Classification:** Regular

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

**Issue:** As part of Texas Local Government Code Chapter 102, Cities are required to prepare and adopt an annual budget to cover for proposed expenditures for the succeeding year.

**Fiscal Consideration:** n/a

**Staff Recommendation:** To approve

**Alternatives:** n/a

**Exclude Material from Public Packet?** No

**Reason:** n/a

---

**ROUTING:**

Karla Saavedra

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/14/2023

Approved - 9/14/2023

Approved - 9/14/2023

New -

**ORDINANCE NO: O-2023-**

**AN ORDINANCE ADOPTING AND APPROVING THE  
BUDGET FOR THE CITY OF PHARR, TEXAS FOR  
YEAR BEGINNING OCTOBER 1, 2023, AND ENDING  
SEPTEMBER 30, 2024, APPROPRIATING FUNDS,  
AND DECLARING AN EMERGENCY AND AN  
EFFECTIVE DATE**

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

**WHEREAS**, the City Manager of the City of Pharr has prepared a budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and has filed same with the City Clerk all in the manner and form and for the length of time required by law; and

**WHEREAS**, public notice of a public hearing on such budget has been given in the manner and form and for the length of time required by law, and pursuant to such notice, and such public hearing was held, and it is the Judgment of the Board of Commissioners of the City that the law warrants no changes to be made in said budget as prepared by the City Manager and that said Budget should be approved as submitted by the City Manager, and adjusted by the City Commission.

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

**SECTION 1:** That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as submitted to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects approved and adopted as the Budget for said fiscal year.

**SECTION 2:** That the sum of \$75,927,400 is hereby appropriated out of the general fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 3:** That the sum of \$ 0 is hereby appropriated out of the general contingency reserve fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 4:** That the sum of \$1,172,600 is hereby appropriated out of the community development fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 5:** That the sum of \$2,395,000 is hereby appropriated out of the grants fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 6:** That the sum of \$650,0000 is hereby appropriated out of the hotel/motel fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 7:** That the sum of \$ -0- is hereby appropriated out of the parkland dedication fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 8:** That the sum of \$ 350,000 is hereby appropriated out of the asset sharing fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$225,000 is from fund reserves.

**SECTION 9:** That the sum of \$1,045,500 is hereby appropriated out of the paving and drainage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 10:** That the sum of \$24,100,000 is hereby appropriated out of the general capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 11:** That the sum of \$52,100,000 is hereby appropriated out of the bridge capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$35,000,000 is from bond proceeds.

**SECTION 12:** That the sum of \$67,581,600 is hereby appropriated out of the utility capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$50,581,600 is from bond proceeds.

**SECTION 13:** That the sum of \$11,942,500 is hereby appropriated out of the debt service fund for the payment of debt service payments.

**SECTION 14:** That the sum of \$ 17,707,700 is hereby appropriated out of the utility fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 15:** That the sum of \$13,098,200 is hereby appropriated out of the EMS fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 16:** That the sum of \$21,669,500 hereby appropriated out of the bridge fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 17:** That the sum of \$2,908,400 is hereby appropriated out of the Fiber/Broadband fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 18:** That the sum of \$1,843,600 is hereby appropriated out of the golf course fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 19:** That the sum of \$1,005,200 is hereby appropriated out of the garage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 20:** That the sum of \$7,842,900 is hereby appropriated out of the health insurance claim fund for the payment of operating costs, medical and pharmacy claims.

**SECTION 21:** The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS,** on this the 18th day of September 202283.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK



# CITY OF PHARR PROPOSED BUDGET

FOR FISCAL YEAR 2023-2024



Prepared For,

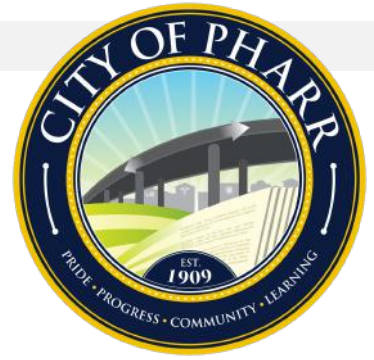
Pharr Residents

WE ARE



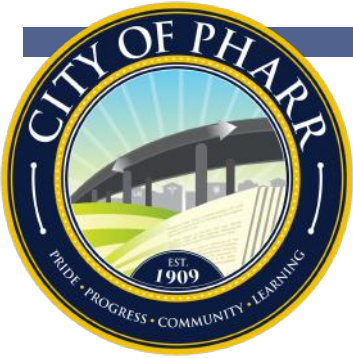
# City of Pharr

---



This budget will raise more total property taxes than last year's budget by \$4,628,422 or 15.48% increase, and of that amount, \$894,607 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



Michael Pcaheco  
Commissioner Place 1



Roberto "Bobby" Carrillo  
Commissioner Place 2



Ramiro Caballero, MD  
Commissioner Place 3



Daniel Chavez  
Commissioner Place 4

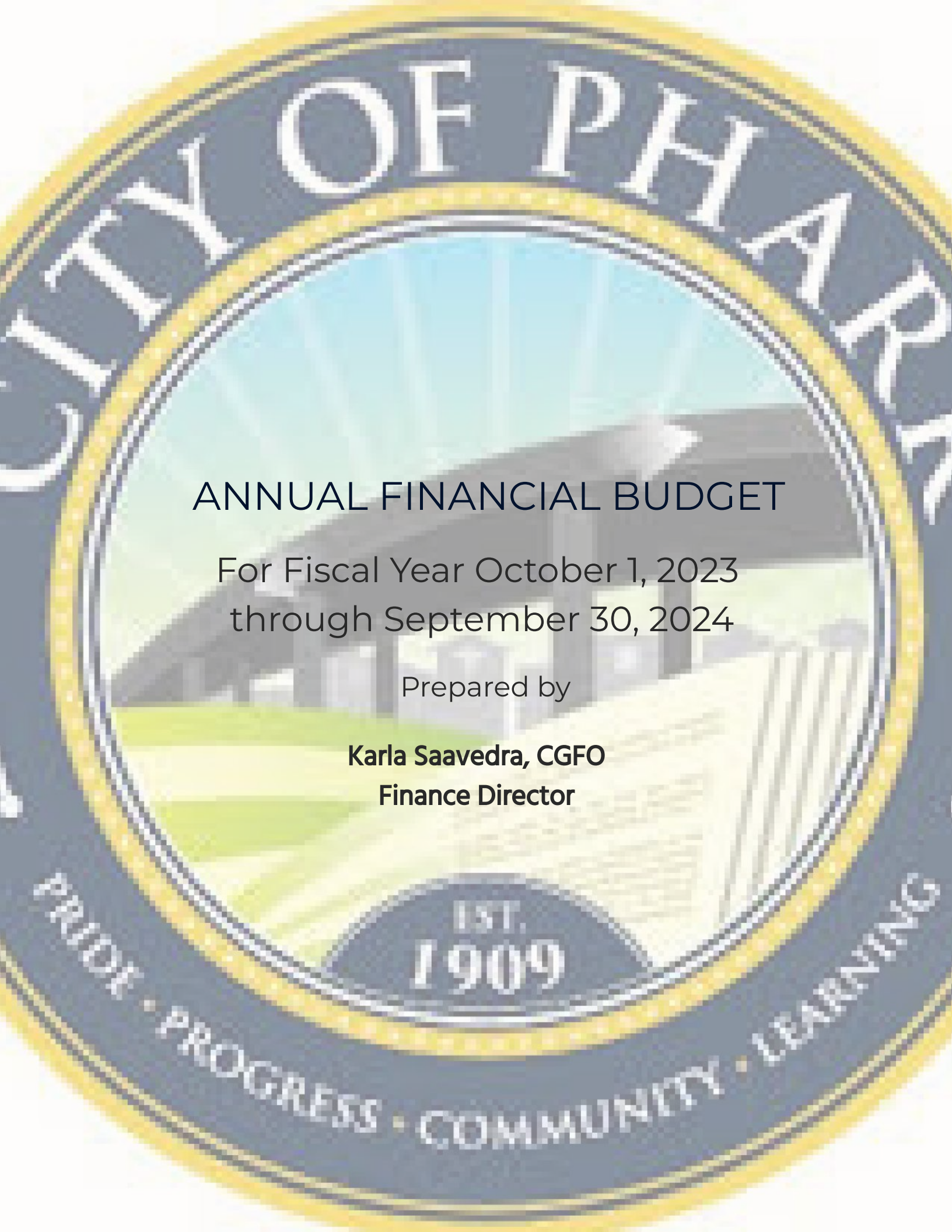


Ricardo Medina  
Commissioner Place 5



Itza Flores  
Commissioner Place 6



The seal of the City of Pharr is a circular emblem. It features a central illustration of a modern building with a glass facade, set against a backdrop of a green field and a blue sky with white clouds. The building is surrounded by a yellow border. The words "CITY OF PHARR" are written in a large, serif font around the top half of the seal. At the bottom, the words "PRIOR · PROGRESS · COMMUNITY · LEARNING" are written in a smaller, sans-serif font. In the center of the seal, below the building, is a small black oval containing the text "EST. 1909" in white.

# ANNUAL FINANCIAL BUDGET

For Fiscal Year October 1, 2023  
through September 30, 2024

Prepared by

**Karla Saavedra, CGFO**  
**Finance Director**

# GOVERNMENTAL FUNDS



# 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.

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

| Description                            | 2021-2022 Actual |                   | 2022-2023 Original |                   | 2022-2023 Amended |                    | 2022-2023 Projected |                    | 2023-2024 Proposed |                   |
|----------------------------------------|------------------|-------------------|--------------------|-------------------|-------------------|--------------------|---------------------|--------------------|--------------------|-------------------|
| General Tax Revenue                    | \$               | 42,323,825        | \$                 | 46,715,000        | \$                | 45,715,000         | \$                  | 45,082,275         | \$                 | 49,114,900        |
| Gross Receipts                         |                  | 2,820,748         |                    | 2,663,400         |                   | 2,663,400          |                     | 2,761,590          |                    | 2,850,600         |
| Revenue Producing Facilities           |                  | 5,499,971         |                    | 5,418,500         |                   | 5,418,500          |                     | 5,604,725          |                    | 5,762,600         |
| Fines and Fees                         |                  | 537,947           |                    | 696,800           |                   | 696,800            |                     | 656,950            |                    | 672,200           |
| License and Permits                    |                  | 1,072,105         |                    | 1,117,400         |                   | 1,117,400          |                     | 1,143,385          |                    | 1,054,900         |
| Charges for Current Services           |                  | 551,257           |                    | 166,000           |                   | 166,000            |                     | 236,080            |                    | 193,000           |
| Grants                                 |                  | 97,729            |                    | 205,000           |                   | 205,000            |                     | 500,720            |                    | 487,600           |
| Interfund Transfers                    |                  | 11,792,700        |                    | 12,128,800        |                   | 12,128,800         |                     | 12,128,800         |                    | 12,001,500        |
| Debt Proceeds                          |                  | 4,289,571         |                    | 620,000           |                   | 785,000            |                     | 784,919            |                    | 4,790,100         |
| <b>Total Revenues</b>                  | <b>\$</b>        | <b>68,985,853</b> | <b>\$</b>          | <b>69,730,900</b> | <b>\$</b>         | <b>68,895,900</b>  | <b>\$</b>           | <b>68,899,444</b>  | <b>\$</b>          | <b>76,927,400</b> |
| <b>Expenditures</b>                    |                  |                   |                    |                   |                   |                    |                     |                    |                    |                   |
| City Manager's Office                  | \$               | 2,045,900         | \$                 | 2,518,800         | \$                | 2,926,200          | \$                  | 2,620,600          | \$                 | 2,362,800         |
| Finance Department                     |                  | 755,700           |                    | 859,000           |                   | 871,400            |                     | 781,600            |                    | 910,500           |
| Police Department                      |                  | 17,454,300        |                    | 17,200,500        |                   | 17,659,100         |                     | 16,759,435         |                    | 18,756,700        |
| Purchasing                             |                  | 320,400           |                    | 360,200           |                   | 423,400            |                     | 321,600            |                    | 436,500           |
| Municipal Court                        |                  | 590,300           |                    | 639,000           |                   | 655,600            |                     | 546,500            |                    | 651,400           |
| Fire Protection                        |                  | 9,717,700         |                    | 10,144,200        |                   | 10,310,000         |                     | 10,498,678         |                    | 12,960,800        |
| Code Compliance                        |                  | 1,619,000         |                    | 1,206,600         |                   | 1,329,700          |                     | 1,171,558          |                    | 1,599,800         |
| Street Maintenance                     |                  | 5,874,104         |                    | 6,435,400         |                   | 5,927,600          |                     | 5,803,839          |                    | 5,787,500         |
| Information Technology                 |                  | 2,969,817         |                    | 3,610,600         |                   | 3,758,500          |                     | 3,696,758          |                    | 3,828,500         |
| Media                                  |                  | 617,500           |                    | 811,300           |                   | 836,500            |                     | 631,000            |                    | 809,800           |
| Municipal Library                      |                  | 1,545,500         |                    | 1,719,900         |                   | 1,758,000          |                     | 1,396,200          |                    | 1,807,100         |
| Grants                                 |                  | 497,000           |                    | 516,200           |                   | 531,200            |                     | 482,500            |                    | 549,900           |
| Parks & Recreation                     |                  | 6,878,454         |                    | 7,083,200         |                   | 7,329,100          |                     | 7,278,770          |                    | 7,718,100         |
| OSE                                    |                  | 355,600           |                    | 493,400           |                   | 492,000            |                     | 429,700            |                    | 468,500           |
| Legal                                  |                  | 846,900           |                    | 1,023,200         |                   | 1,192,200          |                     | 1,190,785          |                    | -                 |
| Communications                         |                  | 2,730,500         |                    | 3,046,000         |                   | 3,113,300          |                     | 2,948,843          |                    | 3,160,000         |
| Human Resources                        |                  | 818,000           |                    | 995,000           |                   | 1,009,700          |                     | 842,900            |                    | 982,200           |
| Planning & Community Development       |                  | 1,554,400         |                    | 675,000           |                   | 584,200            |                     | 443,700            |                    | 831,700           |
| Engineering                            |                  | 737,300           |                    | 984,500           |                   | 996,600            |                     | 835,800            |                    | 1,066,000         |
| Health Department                      |                  | -                 |                    | -                 |                   | -                  |                     | -                  |                    | 547,600           |
| Transfers                              |                  | 6,985,600         |                    | 7,579,500         |                   | 7,715,500          |                     | 7,928,400          |                    | 8,407,900         |
| Non-Departmental                       |                  | 1,381,500         |                    | 1,829,400         |                   | 5,909,000          |                     | 5,819,700          |                    | 2,284,100         |
| <b>Total Expenditures</b>              | <b>\$</b>        | <b>66,295,475</b> | <b>\$</b>          | <b>69,730,900</b> | <b>\$</b>         | <b>75,328,800</b>  | <b>\$</b>           | <b>72,428,866</b>  | <b>\$</b>          | <b>75,927,400</b> |
| Net Revenues Over/(Under) Expenditures | <b>\$</b>        | <b>2,690,378</b>  | <b>\$</b>          | <b>-</b>          | <b>\$</b>         | <b>(6,432,900)</b> | <b>\$</b>           | <b>(3,529,423)</b> | <b>\$</b>          | <b>1,000,000</b>  |

# CITY OF PHARR, TX

## GENERAL FUND SUMMARY OF EXPENDITURES

| Department                            | Description | 2021-2022 Actual     | 2022-2023 Original   | 2022-2023 Amended    | 2022-2023 Projected  | 2023-2024 Proposed   |
|---------------------------------------|-------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 10 - City Manager's Office            |             | \$ 2,045,900         | \$ 2,518,800         | \$ 2,926,200         | \$ 2,620,600         | \$ 2,362,800         |
| 11 - Finance Department               |             | 755,700              | 859,000              | 871,400              | 781,600              | 910,500              |
| 12 - Police Department                |             | 17,454,300           | 17,200,500           | 17,659,100           | 16,759,435           | 18,756,700           |
| 13 - Purchasing                       |             | 320,400              | 360,200              | 423,400              | 321,600              | 436,500              |
| 14 - Municipal Court                  |             | 590,300              | 639,000              | 655,600              | 546,500              | 651,400              |
| 15 - Fire Protection                  |             | 9,717,700            | 10,144,200           | 10,310,000           | 10,498,678           | 12,960,800           |
| 16- Code Compliance                   |             | 1,619,000            | 1,206,600            | 1,329,700            | 1,171,558            | 1,599,800            |
| 17 - Street Maintenance               |             | 5,874,104            | 6,435,400            | 5,927,600            | 5,803,839            | 5,787,500            |
| 18 - Information Technology           |             | 2,969,817            | 3,610,600            | 3,758,500            | 3,696,758            | 3,828,500            |
| 19 - Media                            |             | 617,500              | 811,300              | 836,500              | 631,000              | 809,800              |
| 20 - Municipal Library                |             | 1,545,500            | 1,719,900            | 1,758,000            | 1,396,200            | 1,807,100            |
| 21 - Grants                           |             | 497,000              | 516,200              | 531,200              | 482,500              | 549,900              |
| 22 - Parks & Recreation               |             | 6,878,454            | 7,083,200            | 7,329,100            | 7,278,770            | 7,718,100            |
| 23 - OSE                              |             | 355,600              | 493,400              | 492,000              | 429,700              | 468,500              |
| 24- Legal                             |             | 846,900              | 1,023,200            | 1,192,200            | 1,190,785            | -                    |
| 25 - Communications                   |             | 2,730,500            | 3,046,000            | 3,113,300            | 2,948,843            | 3,160,000            |
| 26 - Human Resources                  |             | 818,000              | 995,000              | 1,009,700            | 842,900              | 982,200              |
| 27 - Planning & Community Development |             | 1,554,400            | 675,000              | 584,200              | 443,700              | 831,700              |
| 28 - Engineering                      |             | 737,300              | 984,500              | 996,600              | 835,800              | 1,066,000            |
| 29 - Health Department                |             | -                    | -                    | -                    | -                    | 547,600              |
| 30 - Non-Departmental                 |             | 6,985,600            | 7,579,500            | 7,715,500            | 7,928,400            | 8,407,900            |
| 31 - Transfers                        |             | 1,381,500            | 1,829,400            | 5,909,000            | 5,819,700            | 2,284,100            |
| <b>Total Expenditures</b>             |             | <b>\$ 66,295,475</b> | <b>\$ 69,730,900</b> | <b>\$ 75,328,800</b> | <b>\$ 72,428,866</b> | <b>\$ 75,927,400</b> |

| Activity                  | Department | 2021-2022 Actual     | 2022-2023 Original   | 2022-2023 Amended    | 2022-2023 Projected  | 2023-2024 Proposed   |
|---------------------------|------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1100- Personnel Services  |            | \$ 43,837,175        | \$ 44,766,800        | \$ 45,422,200        | \$ 42,032,070        | \$ 45,702,400        |
| 2200- Supplies            |            | 2,586,000            | 2,386,300            | 2,316,900            | 2,494,700            | 2,790,200            |
| 3300- Maintenance         |            | 1,663,700            | 2,383,500            | 1,979,920            | 1,966,600            | 1,894,400            |
| 4400- Rentals             |            | 507,600              | 1,339,100            | 1,621,900            | 1,736,096            | 2,407,000            |
| 5500- Other Services      |            | 4,796,800            | 5,965,800            | 6,558,080            | 5,931,400            | 6,282,400            |
| 6600- Vehicle Maintenance |            | 2,027,700            | 1,369,600            | 1,489,600            | 1,760,700            | 1,983,700            |
| 7700- Debt Service        |            | 1,537,500            | 1,365,900            | 1,365,900            | 1,577,700            | 1,091,700            |
| 8800- Capital Outlay      |            | 971,900              | 745,000              | 950,500              | 1,181,500            | 3,083,600            |
| 9900- Transfer Out        |            | 1,381,500            | 1,829,400            | 5,909,000            | 5,819,700            | 2,284,100            |
| 9900- Non-Departmental    |            | 6,985,600            | 7,579,500            | 7,714,800            | 7,928,400            | 8,407,900            |
| <b>Total Expenditures</b> |            | <b>\$ 66,295,475</b> | <b>\$ 69,730,900</b> | <b>\$ 75,328,800</b> | <b>\$ 72,428,866</b> | <b>\$ 75,927,400</b> |

| Function                  | 2021-2022 Actual     | 2022-2023 Original   | 2022-2023 Amended    | 2022-2023 Projected  | 2023-2024 Proposed   |
|---------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| General Government        | \$ 17,262,617        | \$ 18,520,600        | \$ 19,554,400        | \$ 18,296,502        | \$ 19,048,000        |
| Public Safety             | 30,492,800           | 31,029,700           | 31,738,000           | 30,753,456           | 35,528,900           |
| Highways and Streets      | 5,874,104            | 6,435,400            | 5,927,600            | 5,803,839            | 5,787,500            |
| Health and welfare        | 2,860,500            | 3,112,700            | 3,112,700            | 3,080,400            | 3,753,700            |
| Culture and Recreation    | 8,423,954            | 8,803,100            | 9,087,100            | 8,674,970            | 9,525,200            |
| Transfers Out             | 1,381,500            | 1,829,400            | 5,909,000            | 5,819,700            | 2,284,100            |
| <b>Total Expenditures</b> | <b>\$ 66,295,475</b> | <b>\$ 69,730,900</b> | <b>\$ 75,328,800</b> | <b>\$ 72,428,866</b> | <b>\$ 75,927,400</b> |

# 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<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|----------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>Revenues</u></b>                 |                     |                                 |                                |                                  |                                 |
| 500 - General Tax Revenue              | \$ 786,620          | \$ 600,000                      | \$ 600,000                     | \$ 675,000                       | \$ 650,000                      |
| 560 - Charges for Current Services     | 1,357,992           | 1,073,400                       | 1,073,400                      | 1,105,768                        | 1,075,500                       |
| 560 - Intergovernmental                | 338,938             | 120,000                         | 120,000                        | 431,920                          | 120,000                         |
| 570 - Grants                           | 1,132,241           | 2,628,700                       | 2,628,700                      | 1,430,987                        | 3,567,600                       |
| 580 - Others                           | 55,400              | 7,600                           | 7,600                          | 53,790                           | 5,000                           |
|                                        | <hr/>               |                                 |                                |                                  |                                 |
| Total Revenues                         | \$ 3,671,191        | \$ 4,429,700                    | \$ 4,429,700                   | \$ 3,697,465                     | \$ 5,418,100                    |
|                                        | <hr/>               |                                 |                                |                                  |                                 |
| <b><u>Expenditures</u></b>             |                     |                                 |                                |                                  |                                 |
| General government                     | \$ 178,170          | \$ 781,700                      | \$ 1,476,500                   | \$ 1,297,416                     | \$ 1,525,600                    |
| Public safety                          | 1,399,946           | 1,822,000                       | 1,822,000                      | 1,551,433                        | 2,067,000                       |
| Highways and Streets                   | -                   | -                               | -                              | -                                | -                               |
| Debt Service                           | 386,627             | 375,000                         | 375,000                        | 378,660                          | 375,000                         |
| Transfer Out                           | 1,627,332           | 1,645,500                       | 1,645,500                      | 1,645,500                        | 1,645,500                       |
|                                        | <hr/>               |                                 |                                |                                  |                                 |
| Total Expenditures                     | \$ 3,592,075        | \$ 4,624,200                    | \$ 5,319,000                   | \$ 4,873,009                     | \$ 5,613,100                    |
|                                        | <hr/>               |                                 |                                |                                  |                                 |
| Net Revenues Over/(Under) Expenditures | \$ 79,116           | \$ (194,500)                    | \$ (889,300)                   | \$ (1,175,544)                   | \$ (195,000)                    |
|                                        | <hr/>               |                                 |                                |                                  |                                 |



**CITY OF PHARR, TX  
COMMUNITY DEVELOPMENT BLOCK GRANT FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|----------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b>REVENUES</b>                        |                     |                                 |                                |                                  |                                 |
| Grants-CDBG - Current Year             | \$ -                | \$ 1,128,700                    | \$ 1,128,700                   | \$ 23,610                        | \$ 1,172,600                    |
| Grants-Other CDBG Program Funds        | 1,156,017           | -                               | -                              | 562,122                          | -                               |
| Transfer In                            | 2,159               | -                               | 694,800                        | 690,340                          | -                               |
| Total Revenues                         | \$ 1,158,176        | \$ 1,128,700                    | \$ 1,823,500                   | \$ 1,276,072                     | \$ 1,172,600                    |
| <b>EXPENDITURES</b>                    |                     |                                 |                                |                                  |                                 |
| Personnel                              | \$ 122,464          | \$ 173,400                      | 173,400                        | \$ 162,400                       | \$ 174,500                      |
| Supplies                               | 6,488               | 10,000                          | 10,000                         | 7,925                            | 14,000                          |
| Maintenance                            | 90                  | 1,500                           | 1,500                          | -                                | 1,500                           |
| Rentals                                | 4,224               | 7,000                           | 7,000                          | 3,510                            | 7,000                           |
| Other                                  | 42,745              | 32,400                          | 32,400                         | 33,208                           | 40,000                          |
| Vehicle Maintenance                    | -                   | 1,500                           | 1,500                          | 25                               | 1,500                           |
| Debt Service                           | 386,627             | 375,000                         | 375,000                        | 378,660                          | 375,000                         |
| Non-Departmental                       | 2,159               | 527,900                         | 1,222,700                      | 690,344                          | 559,100                         |
| Total Expenditures                     | \$ 564,797          | \$ 1,128,700                    | \$ 1,823,500                   | \$ 1,276,072                     | \$ 1,172,600                    |
| Net Revenues Over/(Under) Expenditures | \$ 593,379          | \$ -                            | \$ -                           | \$ -                             | \$ -                            |
| <b>EXPENDITURES</b>                    |                     |                                 |                                |                                  |                                 |
| General government                     | 564,797             | 1,128,700                       | 1,823,500                      | 1,276,072                        | 1,172,600                       |
| Culture and recreation                 | -                   | -                               | -                              | -                                | -                               |
| Highways and streets                   | -                   | -                               | -                              | -                                | -                               |
| Total Expenditures                     | \$ 564,797          | \$ 1,128,700                    | \$ 1,823,500                   | \$ 1,276,072                     | \$ 1,172,600                    |

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

|                                        | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|----------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>                 |                     |                                 |                                |                                  |                                 |
| General                                | \$ -                | \$ -                            | \$ -                           | \$ 50,004                        | \$ -                            |
| Police                                 | 877,642             | 1,500,000                       | 1,500,000                      | 762,373                          | 1,500,000                       |
| Court                                  | -                   | -                               | -                              | -                                | -                               |
| Fire                                   | 254,599             | -                               | -                              | 245,000                          | 245,000                         |
| EMS                                    | -                   | -                               | -                              | -                                | -                               |
| Communication                          | -                   | -                               | -                              | -                                | -                               |
| Library                                | -                   | -                               | -                              | -                                | -                               |
| Public Works                           | -                   | -                               | -                              | -                                | -                               |
| Parks & Recreation                     | -                   | -                               | -                              | -                                | -                               |
| Fiber                                  | -                   | -                               | -                              | 350,000                          | 650,000                         |
|                                        |                     |                                 |                                |                                  | -                               |
| Total Revenues                         | \$ 1,132,241        | \$ 1,500,000                    | \$ 1,500,000                   | \$ 1,407,377                     | \$ 2,395,000                    |
| <b><u>EXPENDITURES BY FUNCTION</u></b> |                     |                                 |                                |                                  |                                 |
| Public Safety:                         |                     |                                 |                                |                                  |                                 |
| Police                                 | \$ 878,362          | \$ 1,472,000                    | \$ 1,472,000                   | \$ 762,373                       | \$ 1,472,000                    |
| Fire                                   | 254,599             | -                               | -                              | 245,000                          | 245,000                         |
|                                        | 1,132,961           | 1,472,000                       | 1,472,000                      | 1,007,373                        | 1,717,000                       |
| Culture and Recreation:                |                     |                                 |                                |                                  |                                 |
| Library                                | -                   | -                               | -                              | -                                | -                               |
| Parks & Recreation                     | -                   | -                               | -                              | -                                | -                               |
|                                        | -                   | -                               | -                              | -                                | -                               |
| Environmental:                         |                     |                                 |                                |                                  |                                 |
| Public Works                           | -                   | -                               | -                              | -                                | -                               |
|                                        | -                   | -                               | -                              | -                                | -                               |
| General:                               |                     |                                 |                                |                                  |                                 |
| General                                | -                   | 28,000                          | 28,000                         | 400,004                          | 678,000                         |
| Total Expenditures                     | \$ 1,132,961        | \$ 1,500,000                    | \$ 1,500,000                   | \$ 1,407,377                     | \$ 2,395,000                    |
| Net Revenues Over/(Under) Expenditures | \$ (720)            | \$ -                            | \$ -                           | \$ -                             | \$ -                            |

**EXPENDITURES BY ACTIVITY**

|                      |              |              |              |              |              |
|----------------------|--------------|--------------|--------------|--------------|--------------|
| Personnel            | \$ 1,002,782 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,037,725 | \$ 1,745,000 |
| Supplies             | -            | -            | -            | -            | -            |
| Maintenance          | -            | -            | -            | -            | -            |
| Contractual Services | 130,178      | -            | -            | 360,600      | 650,000      |
| Vehicle Maintenance  | -            | -            | -            | -            | -            |
| Capital Outlay       | -            | -            | -            | 9,052        | -            |
| Total Expenditures   | \$ 1,132,960 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,407,377 | \$ 2,395,000 |

\* Excludes American Rescue Plan Funds awarded in 2022.

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

|                                        | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|----------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>                 |                     |                                 |                                |                                  |                                 |
| Hotel/Motel Tax                        | \$ 786,620          | \$ 600,000                      | \$ 600,000                     | \$ 675,000                       | \$ 650,000                      |
| Interest                               | 28,757              | -                               | -                              | -                                | -                               |
| Total                                  | \$ 815,377          | \$ 600,000                      | \$ 600,000                     | \$ 675,000                       | \$ 650,000                      |
| <b><u>EXPENDITURES</u></b>             |                     |                                 |                                |                                  |                                 |
| General government:                    |                     |                                 |                                |                                  |                                 |
| Other Services                         | -                   | -                               | -                              | -                                | 50,000                          |
| Culture and Recreation:                |                     |                                 |                                |                                  |                                 |
| Transfer Out-General Fund              | 150,900             | 300,000                         | 300,000                        | 150,900                          | 300,000                         |
| Transfer Out-Chamber                   | 68,400              | 68,400                          | 68,400                         | 68,400                           | 68,400                          |
| Transfer Out-Tax Notes                 | 380,700             | 231,600                         | 231,600                        | 380,700                          | 231,600                         |
| Sub Total                              | 600,000             | 600,000                         | 600,000                        | 600,000                          | 600,000                         |
| Total                                  | 600,000             | 600,000                         | 600,000                        | 600,000                          | 650,000                         |
| Net Revenues Over/(Under) Expenditures | \$ 215,377          | \$ -                            | \$ -                           | \$ 75,000                        | \$ -                            |

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

|                                        | ACTUAL<br>2021-2022 |         | ORIGINAL<br>BUDGET<br>2022-2023 |        | AMENDED<br>BUDGET<br>2022-2023 |        | PROJECTED<br>ACTUAL<br>2022-2023 |           | PROPOSED<br>BUDGET<br>2023-2024 |        |
|----------------------------------------|---------------------|---------|---------------------------------|--------|--------------------------------|--------|----------------------------------|-----------|---------------------------------|--------|
| <b><u>REVENUES</u></b>                 |                     |         |                                 |        |                                |        |                                  |           |                                 |        |
| Parkland Dedication Fees               | \$                  | 230,349 | \$                              | 30,000 | \$                             | 30,000 | \$                               | 16,618    | \$                              | 30,000 |
| Interest                               |                     | 3,618   |                                 | 500    |                                | 500    |                                  | 8,640     |                                 | -      |
| Total                                  | \$                  | 233,967 | \$                              | 30,500 | \$                             | 30,500 | \$                               | 25,258    | \$                              | 30,000 |
| <b><u>EXPENDITURES</u></b>             |                     |         |                                 |        |                                |        |                                  |           |                                 |        |
| Culture and Recreation:                |                     |         |                                 |        |                                |        |                                  |           |                                 |        |
| Transfers Out                          | \$                  | -       | \$                              | -      | \$                             | -      | \$                               | 250,000   | \$                              | -      |
| Total                                  | \$                  | -       | \$                              | -      | \$                             | -      | \$                               | 250,000   | \$                              | -      |
| Net Revenues Over/(Under) Expenditures | \$                  | 233,967 | \$                              | 30,500 | \$                             | 30,500 | \$                               | (224,742) | \$                              | 30,000 |

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

|                                        | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|----------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>                 |                     |                                 |                                |                                  |                                 |
| Intergovernmental                      | \$ 338,938          | \$ 120,000                      | \$ 120,000                     | \$ 431,920                       | \$ 120,000                      |
| Interest                               | 7,566               | 5,000                           | 5,000                          | 19,950                           | 5,000                           |
|                                        | <hr/>               |                                 |                                |                                  |                                 |
| Total                                  | \$ 346,504          | \$ 125,000                      | \$ 125,000                     | \$ 451,870                       | \$ 125,000                      |
| <hr/>                                  |                     |                                 |                                |                                  |                                 |
| <b><u>EXPENDITURES</u></b>             |                     |                                 |                                |                                  |                                 |
| Public Safety:                         |                     |                                 |                                |                                  |                                 |
| Personnel                              |                     | \$ -                            | \$ -                           | \$ -                             | \$ -                            |
| Supplies                               | 218,950             | 100,000                         | 100,000                        | 85,570                           | 100,000                         |
| Maintenance                            |                     | -                               | -                              | 3,200                            | -                               |
| Other                                  | 48,035              | -                               | -                              | 281,280                          | -                               |
| Transfer Out                           |                     | -                               | -                              |                                  | -                               |
| Capital Outlay                         |                     | 250,000                         | 250,000                        | 174,010                          | 250,000                         |
|                                        | <hr/>               |                                 |                                |                                  |                                 |
| Total                                  | \$ 266,985          | \$ 350,000                      | \$ 350,000                     | \$ 544,060                       | \$ 350,000                      |
| <hr/>                                  |                     |                                 |                                |                                  |                                 |
| Net Revenues Over/(Under) Expenditures | \$ 79,519           | \$ (225,000)                    | \$ (225,000)                   | \$ (92,190)                      | \$ (225,000)                    |
| <hr/>                                  |                     |                                 |                                |                                  |                                 |



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

|                                        |    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|----------------------------------------|----|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>                 |    |                     |                                 |                                |                                  |                                 |
| Paving & Drainage Fee                  | \$ | 1,127,643           | \$ 1,043,400                    | \$ 1,043,400                   | \$ 1,089,150                     | \$ 1,045,500                    |
| Interest Income                        |    | 15,459              | 2,100                           | 2,100                          | 25,200                           | -                               |
| Total                                  | \$ | 1,143,102           | \$ 1,045,500                    | \$ 1,045,500                   | \$ 1,114,350                     | \$ 1,045,500                    |
| <b><u>EXPENDITURES</u></b>             |    |                     |                                 |                                |                                  |                                 |
| Highways and Streets:                  |    |                     |                                 |                                |                                  |                                 |
| Transfer Out                           | \$ | 1,027,332           | \$ 1,045,500                    | \$ 1,045,500                   | \$ 1,045,500                     | \$ 1,045,500                    |
| Total                                  | \$ | 1,027,332           | \$ 1,045,500                    | \$ 1,045,500                   | \$ 1,045,500                     | \$ 1,045,500                    |
| Net Revenues Over/(Under) Expenditures | \$ | 115,770             | \$ -                            | \$ -                           | \$ 68,850                        | \$ -                            |

# 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         |    | ORIGINAL    |           | AMENDED     |           | PROJECTED   |           | PROPOSED   |            |
|----------------------------------------|----------------|----|-------------|-----------|-------------|-----------|-------------|-----------|------------|------------|
|                                        | 2021-2022      |    | BUDGET      |           | BUDGET      |           | ACTUAL      |           | BUDGET     |            |
|                                        |                |    | 2022-2023   |           | 2022-2023   |           | 2022-2023   |           | 2023-2024  |            |
| <b>REVENUES</b>                        |                |    |             |           |             |           |             |           |            |            |
| Intergovernmental                      |                | \$ |             | -         | \$          | 728,200   | \$          | 93,010    | \$         | -          |
| Transfers In                           | 1,208,200      |    |             | 218,000   |             | 8,461,800 |             | 8,461,800 |            | -          |
| Debt Procceds                          | -              |    |             | -         |             | -         |             | -         |            | 20,100,000 |
| Grant Funds                            | -              |    |             | -         |             | -         |             | -         |            | 4,000,000  |
| Other                                  |                |    |             | 1,068,900 |             | 1,068,900 |             | -         |            | -          |
|                                        |                |    |             |           |             | -         |             |           |            |            |
| Total Revenues                         | \$ 1,208,200   | \$ | 1,286,900   | \$        | 10,258,900  | \$        | 8,554,810   | \$        | 24,100,000 |            |
| <b>EXPENDITURES</b>                    |                |    |             |           |             |           |             |           |            |            |
| Parks                                  | \$ 1,509,968   | \$ | -           | \$        | -           | \$        | -           | \$        | -          |            |
| Street Projects                        | 3,352,586      |    | 850,000     |           | 1,578,200   |           | 1,637,580   |           | 4,000,000  |            |
| Infrastructure                         |                |    | -           |           | -           |           | -           |           | 5,300,000  |            |
| Other                                  | 1,553,826      |    | 1,068,900   |           | 1,068,900   |           | 6,063,000   |           | 14,800,000 |            |
| Transfers Out                          | -              |    | -           |           | 8,243,800   |           | 8,243,800   |           |            |            |
| Debt Service                           | 1,208,116      |    | 1,208,200   |           | 1,208,200   |           | -           |           | -          |            |
| Total Expenditures                     | \$ 7,624,496   | \$ | 3,127,100   | \$        | 12,099,100  | \$        | 15,944,380  | \$        | 24,100,000 |            |
| Net Revenues Over/(Under) Expenditures | \$ (6,416,296) | \$ | (1,840,200) | \$        | (1,840,200) | \$        | (7,389,570) | \$        | -          |            |

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

|                                    | ACTUAL<br>2021-2022   | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|-----------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                       |                                 |                                |                                  |                                 |
| Debt Proceeds                      | \$ -                  | \$ -                            | \$ -                           | \$ 1,952,875                     | \$ 12,900,000                   |
| Grant                              | -                     | -                               | -                              | -                                | 4,200,000                       |
| Total Revenues                     | \$ -                  | \$ -                            | \$ -                           | \$ 1,952,875                     | \$ 17,100,000                   |
| <b><u>EXPENSES</u></b>             |                       |                                 |                                |                                  |                                 |
| Capital Projects                   | \$ 2,547,312          | \$ 28,906,300                   | \$ 28,906,300                  | \$ 2,291,251                     | \$ 52,100,000                   |
| Total Expenses                     | \$ 2,547,312          | \$ 28,906,300                   | \$ 28,906,300                  | \$ 2,291,251                     | \$ 52,100,000                   |
| Net Revenues Over/(Under) Expenses | <u>\$ (2,547,312)</u> | <u>\$ (28,906,300)</u>          | <u>\$ (28,906,300)</u>         | <u>\$ (338,376)</u>              | <u>\$ (35,000,000) *</u>        |

\* Debt Proceeds Available from Series 2020 (A) and (B)

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

|                                    | ACTUAL<br>2021-2022   | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|-----------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                       |                                 |                                |                                  |                                 |
| Debt Proceeds                      |                       | \$ -                            | \$ -                           |                                  | \$ 17,000,000                   |
| Grants                             |                       | -                               | -                              |                                  | -                               |
| Total Revenues                     | \$ -                  | \$ -                            | \$ -                           | \$ -                             | \$ 17,000,000                   |
| <b><u>EXPENSES</u></b>             |                       |                                 |                                |                                  |                                 |
| Capital Projects                   | \$ 7,778,582          | \$ 55,377,500                   | \$ 55,377,500                  | \$ 4,795,945                     | \$ 67,581,600                   |
| Other                              | -                     | -                               | -                              | -                                | -                               |
| Total Expenses                     | \$ 7,778,582          | \$ 55,377,500                   | \$ 55,377,500                  | \$ 4,795,945                     | \$ 67,581,600                   |
| Net Revenues Over/(Under) Expenses | <u>\$ (7,778,582)</u> | <u>\$ (55,377,500)</u>          | <u>\$ (55,377,500)</u>         | <u>\$ (4,795,945)</u>            | <u>\$ (50,581,600) *</u>        |

\* Cash available from Debt Proceeds



# 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    |           | ORIGINAL  |           | AMENDED   |           | PROJECTED |           | PROPOSED  |            |
|----------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
|                                        | 2021-2022 |           | BUDGET    |           | BUDGET    |           | ACTUAL    |           | BUDGET    |            |
|                                        |           |           | 2022-2023 |           | 2022-2023 |           | 2022-2023 |           | 2023-2024 |            |
| <b>REVENUES</b>                        |           |           |           |           |           |           |           |           |           |            |
| Property Tax (Current & Delinquent)    | \$        | 5,203,447 | \$        | 6,060,200 | \$        | 6,060,200 | \$        | 5,965,000 | \$        | 9,592,000  |
| Property Tax Penalty and Interest      |           | 295,084   |           | 100,000   |           | 100,000   |           | 95,000    |           | 95,000     |
| Interest                               |           | 57,293    |           | 10,000    |           | 10,000    |           | 135,000   |           | 135,000    |
| Transfer In                            |           | 836,900   |           | 840,000   |           | 840,000   |           | 840,000   |           | 2,120,500  |
| Total Revenues                         | \$        | 6,392,724 | \$        | 7,010,200 | \$        | 7,010,200 | \$        | 7,035,000 | \$        | 11,942,500 |
| <b>EXPENDITURES</b>                    |           |           |           |           |           |           |           |           |           |            |
| Principal                              | \$        | 3,582,300 | \$        | 3,492,000 | \$        | 3,492,000 | \$        | 3,492,000 | \$        | 8,764,500  |
| Interest                               |           | 2,888,600 |           | 2,657,800 | \$        | 2,657,800 |           | 2,622,800 |           | 3,178,000  |
| Transfer Out                           |           | -         |           | 860,400   | \$        | 860,400   |           | 860,400   |           | -          |
| Total Expenditures                     | \$        | 6,470,900 | \$        | 7,010,200 | \$        | 7,010,200 | \$        | 6,975,200 | \$        | 11,942,500 |
| Net Revenues Over/(Under) Expenditures | \$        | (78,176)  | \$        | -         | \$        | -         | \$        | 59,800    | \$        | -          |

# 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.

# PROPRIETARY FUNDS

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

|                                    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| Water                              | \$ 9,660,575        | \$ 9,810,700                    | \$ 9,810,700                   | \$ 9,726,619                     | \$ 9,921,400                    |
| Sewer                              | 7,277,328           | 7,301,000                       | 7,301,000                      | 7,291,347                        | 7,437,400                       |
| Other                              | 42,471              | 32,700                          | 32,700                         | 212,953                          | 49,800                          |
| Lease Proceeds                     |                     |                                 |                                |                                  | 166,000                         |
| Interest                           | 50,615              | -                               | -                              | 130,420                          | 133,100                         |
| Transfer In                        |                     |                                 |                                |                                  |                                 |
| Total Revenues                     | \$ 17,030,989       | \$ 17,144,400                   | \$ 17,144,400                  | \$ 17,361,339                    | \$ 17,707,700                   |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| 81 Administration                  | 1,142,692           | 1,085,300                       | 1,085,300                      | 1,165,762                        | 1,267,000                       |
| 82 Water Production                | 2,285,147           | 3,470,300                       | 3,470,300                      | 3,235,320                        | 4,140,300                       |
| 83 Water Distribution              | 2,293,273           | 2,874,100                       | 2,874,100                      | 2,099,977                        | 3,059,400                       |
| 84 Water Treatment Plant           | 2,533,730           | 2,721,200                       | 2,721,200                      | 2,330,094                        | 2,966,500                       |
| 86 Sewer Collection                | 675,664             | 588,600                         | 588,600                        | 556,830                          | 589,400                         |
| 87 Non-Departmental                | 1,079,851           | 1,510,400                       | 1,510,400                      | 1,397,490                        | 795,900                         |
| 72 Debt Service                    | 4,868,666           | 4,894,500                       | 4,894,500                      | 4,810,620                        | 4,889,200                       |
| Total Expenses                     | \$ 14,879,023       | \$ 17,144,400                   | \$ 17,144,400                  | \$ 15,596,093                    | \$ 17,707,700                   |
| Net Revenues Over/(Under) Expenses | \$ 2,151,966        | \$ -                            | \$ -                           | \$ 1,765,246                     | \$ -                            |
| 1100- Personnel Services           | \$ 3,873,272        | \$ 4,773,800                    | \$ 4,773,800                   | \$ 3,623,469                     | \$ 4,927,700                    |
| 2200- Supplies                     | 2,268,713           | 2,409,500                       | 2,409,500                      | 2,416,820                        | 2,978,400                       |
| 3300- Maintenance                  | 847,472             | 860,700                         | 860,700                        | 797,440                          | 907,400                         |
| 4400- Rentals                      | 45,207              | 297,300                         | 297,300                        | 77,140                           | 306,200                         |
| 5500- Other Services               | 1,543,056           | 1,530,500                       | 1,530,500                      | 1,491,464                        | 1,739,400                       |
| 6600- Vehicle Maintenance          | 308,148             | 271,300                         | 271,300                        | 242,610                          | 304,600                         |
| 72/73 Long Term Debt Service       | 4,913,304           | 5,490,900                       | 5,490,900                      | 5,416,660                        | 5,582,100                       |
| 7700- Debt Service-Lease           | -                   | -                               | -                              | 133,000                          | 166,000                         |
| 8800- Capital Outlay               | -                   | -                               | -                              | -                                | -                               |
| 9900- Transfer Out                 | -                   | -                               | -                              | -                                | -                               |
| 9900- Non-Departmental             | 1,079,851           | 1,510,400                       | 1,510,400                      | 1,397,490                        | 795,900                         |
|                                    | \$ 14,879,023       | \$ 17,144,400                   | \$ 17,144,400                  | \$ 15,596,093                    | \$ 17,707,700                   |

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

|                                           | ACTUAL<br>2021-2022   | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024* |
|-------------------------------------------|-----------------------|---------------------------------|--------------------------------|----------------------------------|----------------------------------|
| <b><u>REVENUES</u></b>                    |                       |                                 |                                |                                  |                                  |
| Ground Revenue                            | \$ 3,869,486          | \$ 1,418,600                    | \$ 2,292,100                   | \$ 3,517,472                     | \$ 10,382,600                    |
| Transfer Revenue                          | 1,676,869             | 1,192,400                       | 1,192,400                      | 1,192,400                        | 2,598,600                        |
| Flight Revenue                            | 1,103,970             | -                               | -                              | 3,910                            | -                                |
| Intergovernmental                         | 302,493               | -                               | 864,400                        | 432,578                          | 864,400                          |
| Other                                     | 872,621               | -                               | -                              | 410,332                          | -                                |
| Transfer In-General Fund                  | -                     | -                               | 62,800                         | 62,800                           | -                                |
| Transfer In -Bridge                       | -                     | 1,507,700                       | 1,507,700                      | 84,189                           | -                                |
| <b>Total</b>                              | <b>\$ 7,825,439</b>   | <b>\$ 4,118,700</b>             | <b>\$ 5,919,400</b>            | <b>\$ 5,703,681</b>              | <b>\$ 13,845,600</b>             |
| <b><u>EXPENSES</u></b>                    |                       |                                 |                                |                                  |                                  |
| Personnel                                 | \$ 8,055,478          | \$ 3,069,100                    | \$ 4,869,800                   | \$ 4,100,564                     | \$ 4,781,100                     |
| Supplies                                  | 444,763               | 210,600                         | 210,600                        | 176,550                          | 190,000                          |
| Maintenance                               | 92,164                | 50,000                          | 50,000                         | 54,000                           | 54,000                           |
| Rentals                                   | 1,397,020             | 204,000                         | 204,000                        | 503,368                          | 504,000                          |
| Other                                     | 1,421,504             | 357,800                         | 357,800                        | 615,849                          | 938,400                          |
| Vehicle Maintenance                       | 554,682               | 227,200                         | 227,200                        | 253,350                          | 363,100                          |
| Depreciation                              | -                     | -                               | -                              | -                                | 1,156,700                        |
| Bad Debt Expense                          | -                     | -                               | -                              | -                                | 5,110,900                        |
| <b>Total</b>                              | <b>\$ 11,965,611</b>  | <b>\$ 4,118,700</b>             | <b>\$ 5,919,400</b>            | <b>\$ 5,703,681</b>              | <b>\$ 13,098,200</b>             |
| <b>Net Revenues Over/(Under) Expenses</b> | <b>\$ (4,140,172)</b> | <b>\$ -</b>                     | <b>\$ -</b>                    | <b>\$ (0)</b>                    | <b>\$ 747,400</b>                |

\* Budget reflected on an Accrual Basis of Accounting



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

|                                           | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|-------------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>                    |                     |                                 |                                |                                  |                                 |
| Fiber Revenue                             | \$ 25,551           | \$ 2,002,000                    | \$ 2,002,000                   | \$ 291,945                       | \$ 2,908,400                    |
| Other                                     | -                   | -                               | 3,835,800                      | 3,835,800                        | 3,835,800                       |
| <b>Total</b>                              | <b>\$ 25,551</b>    | <b>\$ 2,002,000</b>             | <b>\$ 5,837,800</b>            | <b>\$ 4,127,745</b>              | <b>\$ 6,744,200</b>             |
| <b><u>EXPENSES</u></b>                    |                     |                                 |                                |                                  |                                 |
| Personnel                                 | -                   | -                               | -                              | -                                | 1,291,700                       |
| Supplies                                  | 169,651             | 325,000                         | 325,000                        | 27,100                           | 325,000                         |
| Maintenance                               | 23,518              | 655,000                         | 655,000                        | 469,000                          | 585,000                         |
| Rentals                                   | 76,256              | 8,200                           | 8,200                          | -                                | 27,200                          |
| Other                                     | -                   | 918,800                         | 918,800                        | 468,500                          | 644,500                         |
| Vehicle Maintenance                       | -                   | 35,000                          | 35,000                         | 5,000                            | 35,000                          |
| Capital Outlay                            | -                   | 60,000                          | 60,000                         | 60,000                           | -                               |
| Debt Service *                            | -                   | -                               | -                              | -                                | -                               |
| Transfer Out                              | -                   | -                               | 2,800,800                      | 2,800,800                        | -                               |
| <b>Total</b>                              | <b>\$ 269,425</b>   | <b>\$ 2,002,000</b>             | <b>\$ 4,802,800</b>            | <b>\$ 3,830,400</b>              | <b>\$ 2,908,400</b>             |
| <b>Net Revenues Over/(Under) Expenses</b> | <b>\$ (243,874)</b> | <b>\$ -</b>                     | <b>\$ 1,035,000</b>            | <b>\$ 297,345</b>                | <b>\$ 3,835,800</b>             |

\* Debt Service is accounted under PEDC

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

|                                    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| Toll Fees                          | \$ 17,237,200       | \$ 17,635,600                   | \$ 17,635,600                  | \$ 17,300,448                    | \$ 18,361,500                   |
| Other                              | 334,000             | 475,900                         | 475,900                        | 502,600                          | 485,000                         |
| Debt Procceds                      |                     |                                 |                                |                                  | 1,650,000                       |
| Interest                           | 402,600             | 130,000                         | 130,000                        | 1,177,936                        | 1,173,000                       |
| Transfer In - Other                | 368,500             | 860,400                         | 889,200                        | -                                | -                               |
| Total                              | \$ 18,342,300       | \$ 19,101,900                   | \$ 19,130,700                  | \$ 18,980,984                    | \$ 21,669,500                   |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| Personnel                          | \$ 1,356,900        | \$ 1,420,600                    | \$ 1,449,400                   | \$ 1,334,900                     | \$ 1,481,600                    |
| Supplies                           | 216,100             | 216,700                         | 236,700                        | 222,300                          | 266,700                         |
| Maintenance                        | 191,100             | 191,200                         | 266,200                        | 258,300                          | 315,000                         |
| Rentals                            | 7,700               | 41,000                          | 38,000                         | 6,200                            | 41,000                          |
| Contractual                        | 1,794,700           | 2,096,900                       | 2,001,900                      | 1,576,900                        | 1,588,800                       |
| Vehicle Maintenance                | 13,600              | 10,600                          | 13,600                         | 10,000                           | 10,600                          |
| Long Term Debt Service             | 1,851,300           | 3,482,300                       | 3,482,300                      | 3,085,700                        | 4,058,500                       |
| Capital Outlay                     | -                   | -                               | -                              | -                                | 1,650,000                       |
| Transfer Out                       | 10,563,100          | 11,642,600                      | 11,642,600                     | 11,642,600                       | 12,257,300                      |
| Total                              | \$ 15,994,500       | \$ 19,101,900                   | \$ 19,130,700                  | \$ 18,136,900                    | \$ 21,669,500                   |
| Net Revenues Over/(Under) Expenses | \$ 2,347,800        | \$ -                            | \$ -                           | \$ 844,084                       | \$ -                            |

**CITY OF PHARR, TX  
GOLF COURSE FUND  
SUMMARY OF REVENUES AND EXPENSES**

|                                    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| Green & Member Fees                | \$ 566,053          | \$ 477,200                      | \$ 507,200                     | \$ 555,803                       | \$ 557,200                      |
| Cart Rental                        | 236,486             | 203,200                         | 203,200                        | 234,544                          | 233,200                         |
| Food & Beverage                    | 57,055              | 49,100                          | 49,100                         | 60,385                           | 49,100                          |
| Other                              | 196,378             | 134,500                         | 134,500                        | 121,318                          | 148,200                         |
| Interest                           | 5,842               | 5,900                           | 5,900                          | 11,797                           | 5,900                           |
| Debt Proceeds                      | -                   | -                               | -                              | -                                | 500,000                         |
| Transfer In                        | -                   | 473,800                         | 493,700                        | 259,115                          | 350,000                         |
|                                    | <hr/>               |                                 |                                |                                  |                                 |
| Total Revenues                     | \$ 1,061,813        | \$ 1,343,700                    | \$ 1,393,600                   | \$ 1,242,962                     | \$ 1,843,600                    |
| <hr/>                              |                     |                                 |                                |                                  |                                 |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| Personnel                          | 795,394             | 867,700                         | 887,600                        | 731,148                          | 835,700                         |
| Supplies                           | 191,301             | 145,100                         | 145,100                        | 170,739                          | 177,000                         |
| Maintenance                        | 94,914              | 91,500                          | 91,500                         | 90,082                           | 91,500                          |
| Rentals                            | 16,903              | 71,900                          | 71,900                         | 61,777                           | 71,900                          |
| Other                              | 218,511             | 102,700                         | 102,700                        | 101,172                          | 102,700                         |
| Vehicle Maintenance                | 19,394              | 18,700                          | 18,700                         | 16,463                           | 18,700                          |
| Debt Service-Lease                 | 54,079              | 46,100                          | 46,100                         | 38,218                           | 46,100                          |
| Capital Outlay                     | -                   | -                               | 30,000                         | 33,300                           | 500,000                         |
|                                    | <hr/>               |                                 |                                |                                  |                                 |
| Total Expenses                     | \$ 1,390,496        | \$ 1,343,700                    | \$ 1,393,600                   | \$ 1,242,899                     | \$ 1,843,600                    |
| <hr/>                              |                     |                                 |                                |                                  |                                 |
| Net Revenues Over/(Under) Expenses | (328,684)           | \$ -                            | \$ -                           | \$ -                             | \$ -                            |
| <hr/>                              |                     |                                 |                                |                                  |                                 |

# 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<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| General Fund                       | \$ 769,062          | \$ 470,900                      | \$ 470,900                     | \$ 686,600                       | \$ 699,400                      |
| Utility Fund                       | 151,119             | 96,300                          | 96,300                         | 102,000                          | 96,800                          |
| Bridge Fund                        | 1,605               | 9,900                           | 9,900                          | 500                              | 3,500                           |
| Golf Course Fund                   | 25                  | -                               | -                              | -                                | -                               |
| CDBG Fund                          | 169                 | -                               | -                              | -                                | 1,000.00                        |
| PEDC                               | 253,931             | 346,300                         | 346,300                        | 196,309                          | 199,500                         |
| EMS                                | -                   | 9,000                           | 9,000                          | -                                | 5,000                           |
| Fiber                              | 6,000               | -                               | 3,800                          | -                                | -                               |
| Transfer In-GF                     | -                   | -                               | -                              | -                                | -                               |
| Total                              | <u>\$ 1,181,911</u> | <u>\$ 932,400</u>               | <u>\$ 936,200</u>              | <u>\$ 985,409</u>                | <u>\$ 1,005,200</u>             |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| Personnel                          | \$ 218,841          | \$ 242,200                      | \$ 246,000                     | \$ 181,809                       | \$ 241,200                      |
| Supplies                           | 1,034               | 3,600                           | 3,600                          | -                                | 3,600                           |
| Maintenance                        | -                   | 2,000                           | 2,000                          | -                                | 2,000                           |
| Other                              | 3,655               | 5,000                           | 5,000                          | 3,600                            | 5,000                           |
| Vehicle Maintenance                | 943,198             | 679,600                         | 679,600                        | 800,000                          | 753,400                         |
| Debt Service                       | -                   | -                               | -                              | -                                | -                               |
| Capital Outlay                     | -                   | -                               | -                              | -                                | -                               |
| Total                              | <u>\$ 1,166,728</u> | <u>\$ 932,400</u>               | <u>\$ 936,200</u>              | <u>\$ 985,409</u>                | <u>\$ 1,005,200</u>             |
| Net Revenues Over/(Under) Expenses | <u>\$ 15,183</u>    | <u>\$ -</u>                     | <u>\$ -</u>                    | <u>\$ -</u>                      | <u>\$ -</u>                     |

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

|  | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|--|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
|--|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|

**REVENUES**

**CITY CONTRIBUTIONS**

|                  |              |              |              |              |              |
|------------------|--------------|--------------|--------------|--------------|--------------|
| General Fund     | \$ 3,919,515 | \$ 4,926,000 | \$ 4,926,000 | \$ 4,158,652 | \$ 4,516,800 |
| Utility Fund     | 517,879      | 498,100      | 498,100      | 500,083      | 637,300      |
| Bridge Fund      | 166,195      | 186,100      | 186,100      | 171,848      | 180,800      |
| Golf Course Fund | 105,817      | 131,800      | 131,800      | 92,074       | 125,500      |
| CDBG Fund        | 15,249       | 23,400       | 23,400       | 20,734       | 20,100       |
| EMS              | 643,982      | 332,100      | 332,100      | 372,317      | 381,700      |
| Fiber            | -            | -            | -            | -            | 184,500      |
| Total            | \$ 5,368,637 | \$ 6,097,500 | \$ 6,097,500 | \$ 5,315,707 | \$ 6,046,700 |

**COMPONENT UNITS CONTRIBUTIONS**

|                                |        |        |        |        |        |
|--------------------------------|--------|--------|--------|--------|--------|
| Greater Pharr Chamber of Comme | 13,655 | 22,200 | 22,200 | 22,000 | 29,600 |
| PEDC                           | -      | 51,700 | 51,700 | -      | 44,300 |
|                                | 13,655 | 73,900 | 73,900 | 22,000 | 73,900 |

**EMPLOYEE CONTRIBUTIONS**

|                     |         |           |           |         |           |
|---------------------|---------|-----------|-----------|---------|-----------|
| Employee Deductions | 854,506 | 1,827,300 | 1,827,300 | 790,390 | 1,200,000 |
|                     | 854,506 | 1,827,300 | 1,827,300 | 790,390 | 1,200,000 |

**TRANSFER IN**

|              |   |   |   |   |         |
|--------------|---|---|---|---|---------|
| Utility Fund | - | - | - | - | 109,300 |
| General Fund | - | - | - | - | 413,000 |
|              | - | - | - | - | 522,300 |

**TOTAL REVENUES**

|  |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|
|  | 6,236,798 | 7,998,700 | 7,998,700 | 6,128,097 | 7,842,900 |
|--|-----------|-----------|-----------|-----------|-----------|

**EXPENSES**

|                      |           |           |           |           |           |
|----------------------|-----------|-----------|-----------|-----------|-----------|
| Administrative Costs | 1,462,575 | 2,234,800 | 2,234,800 | 1,464,801 | 1,464,900 |
| Medical Claims       | 3,776,472 | 4,201,200 | 4,201,200 | 5,266,401 | 4,778,000 |
| Pharmacy Claims      | 984,096   | 1,562,700 | 1,562,700 | 1,958,918 | 1,600,000 |
| Other                | -         | -         | -         | -         | -         |

|       |              |              |              |              |              |
|-------|--------------|--------------|--------------|--------------|--------------|
| Total | \$ 6,223,143 | \$ 7,998,700 | \$ 7,998,700 | \$ 8,690,120 | \$ 7,842,900 |
|-------|--------------|--------------|--------------|--------------|--------------|

|                                    |           |      |      |                |      |
|------------------------------------|-----------|------|------|----------------|------|
| Net Revenues Over/(Under) Expenses | \$ 13,655 | \$ - | \$ - | \$ (2,562,022) | \$ - |
|------------------------------------|-----------|------|------|----------------|------|



# 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.

**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.

**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.

**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.

**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.

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

|  | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|--|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
|--|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|

**REVENUES**

|               |              |              |              |              |              |
|---------------|--------------|--------------|--------------|--------------|--------------|
| Sales Tax     | \$ 7,106,394 | \$ 7,440,500 | \$ 7,440,500 | \$ 7,286,920 | \$ 7,432,700 |
| Interest      | 193,387      | 50,000       | 50,000       | -            | -            |
| Debt Proceeds | 54,615,000   | -            | -            | 1,179,150    | 3,820,900    |
| Other         | 53,760       | 1,355,400    | 1,355,400    | 1,236,214    | 371,400      |
| Transfer In   | -            | -            | 8,243,800    | 8,243,800    | 10,000,000   |

|       |               |              |               |               |               |
|-------|---------------|--------------|---------------|---------------|---------------|
| Total | \$ 61,968,541 | \$ 8,845,900 | \$ 17,089,700 | \$ 17,946,084 | \$ 21,625,000 |
|-------|---------------|--------------|---------------|---------------|---------------|

**EXPENSES**

|                     |            |            |            |            |            |
|---------------------|------------|------------|------------|------------|------------|
| Personnel           | \$ 797,141 | \$ 960,500 | \$ 960,500 | \$ 858,711 | \$ 974,700 |
| Supplies            | 21,989     | 23,500     | 23,500     | 4,769      | 14,500     |
| Maintenance         | 58,376     | 326,100    | 326,100    | 48,067     | 20,000     |
| Rentals             | 2,999      | 7,200      | 7,200      | 3,068      | 7,200      |
| Other Services      | 745,724    | 1,240,100  | 1,240,100  | 584,006    | 615,100    |
| Vehicle Maintenance | 405        | 1,300      | 1,300      | -          | 1,300      |
| Debt Service        | 3,294,582  | 2,773,000  | 2,773,000  | 2,283,000  | 2,737,600  |
| Capital Outlay      | 40,014,850 | 13,656,200 | 21,900,000 | 22,619,135 | 10,000,000 |
| Non-Departmental    | 1,037,627  | 1,353,400  | 1,353,400  | 2,146,997  | 5,094,200  |
| Transfers Out       | 1,123,300  | 2,164,000  | 2,164,000  | 2,164,000  | 2,160,400  |

|       |               |               |               |               |               |
|-------|---------------|---------------|---------------|---------------|---------------|
| Total | \$ 47,096,993 | \$ 22,505,300 | \$ 30,749,100 | \$ 30,711,753 | \$ 21,625,000 |
|-------|---------------|---------------|---------------|---------------|---------------|

|                                    |               |                 |                 |                 |      |
|------------------------------------|---------------|-----------------|-----------------|-----------------|------|
| Net Revenues Over/(Under) Expenses | \$ 14,871,547 | \$ (13,659,400) | \$ (13,659,400) | \$ (12,765,670) | \$ - |
|------------------------------------|---------------|-----------------|-----------------|-----------------|------|

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

|  | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|--|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
|--|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|

**REVENUES**

|              |            |            |            |            |              |
|--------------|------------|------------|------------|------------|--------------|
| Property Tax | \$ 950,700 | \$ 996,600 | \$ 996,600 | \$ 996,658 | \$ 1,136,800 |
| Other        |            |            |            | 52,316     | 50,000       |

|       |            |            |            |              |              |
|-------|------------|------------|------------|--------------|--------------|
| Total | \$ 950,700 | \$ 996,600 | \$ 996,600 | \$ 1,048,974 | \$ 1,186,800 |
|-------|------------|------------|------------|--------------|--------------|

**EXPENSES**

|            |   |   |   |   |   |
|------------|---|---|---|---|---|
| Incentives | - | - | - | - | - |
|------------|---|---|---|---|---|

|       |      |      |      |      |      |
|-------|------|------|------|------|------|
| Total | \$ - | \$ - | \$ - | \$ - | \$ - |
|-------|------|------|------|------|------|

|                                    |            |            |            |              |              |
|------------------------------------|------------|------------|------------|--------------|--------------|
| Net Revenues Over/(Under) Expenses | \$ 950,700 | \$ 996,600 | \$ 996,600 | \$ 1,048,974 | \$ 1,186,800 |
|------------------------------------|------------|------------|------------|--------------|--------------|

CITY OF PHARR, TX  
 BLENDED COMPONENT UNIT  
 TAX INCREMENT REINVESTMENT ZONE #2 FUND  
 SUMMARY OF REVENUES AND EXPENSES

|                                    | ACTUAL<br>2021-2022      | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|--------------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                          |                                 |                                |                                  |                                 |
| Property Tax                       | \$ 630,000               | \$ 665,300                      | \$ 665,300                     | \$ 665,300                       | \$ 776,600                      |
| Other                              |                          |                                 |                                | 47,400                           | 45,000                          |
| Total                              | <u>\$ 630,000</u>        | <u>\$ 665,300</u>               | <u>\$ 665,300</u>              | <u>\$ 712,700</u>                | <u>\$ 821,600</u>               |
| <b><u>EXPENSES</u></b>             |                          |                                 |                                |                                  |                                 |
| Incentives                         | -                        | -                               | -                              | -                                | -                               |
| Total                              | <u>\$ -</u>              | <u>\$ -</u>                     | <u>\$ -</u>                    | <u>\$ -</u>                      | <u>\$ -</u>                     |
| Net Revenues Over/(Under) Expenses | <u><u>\$ 630,000</u></u> | <u><u>\$ 665,300</u></u>        | <u><u>\$ 665,300</u></u>       | <u><u>\$ 712,700</u></u>         | <u><u>\$ 821,600</u></u>        |

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

|                                    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| Memberships                        | \$ 39,115           | \$ 57,700                       | \$ 57,700                      | \$ 53,910                        | \$ 54,000                       |
| Sponsorships                       | 2,100               | 52,600                          | 52,600                         | 36,240                           | 37,000                          |
| Transfer In                        | 184,700             | 68,400                          | 68,400                         | 218,400                          | 218,400                         |
| Total                              | 225,915             | 328,700                         | 328,700                        | 308,550                          | 309,400                         |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| Personnel                          | 133,149             | 214,500                         | 217,000                        | 168,630                          | 214,500                         |
| Supplies                           | 38,644              | 54,500                          | 24,300                         | 10,120                           | 54,500                          |
| Maintenance                        | -                   | 3,500                           | 3,500                          | 10                               | 3,500                           |
| Rentals                            | -                   | 1,000                           | 1,000                          | 890                              | 1,000                           |
| Other Services                     | 42,842              | 55,200                          | 82,900                         | 58,730                           | 35,900                          |
| Total                              | 214,636             | 328,700                         | 328,700                        | 238,380                          | 309,400                         |
| Net Revenues Over/(Under) Expenses | \$ 11,279           | \$ -                            | \$ -                           | \$ 70,170                        | \$ -                            |

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

|                                    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| Development Fees                   | \$ -                | \$ -                            | \$ -                           | \$ -                             | \$ -                            |
| Other                              | -                   | -                               | -                              | -                                | -                               |
| Total                              | \$ -                | \$ -                            | \$ -                           | \$ -                             | \$ -                            |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| Professional Fees                  | -                   | -                               | -                              | -                                | -                               |
| Total                              | \$ -                | \$ -                            | \$ -                           | \$ -                             | \$ -                            |
| Net Revenues Over/(Under) Expenses | \$ -                | \$ -                            | \$ -                           | \$ -                             | \$ -                            |



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

|                                    | ACTUAL<br>2021-2022 | ORIGINAL<br>BUDGET<br>2022-2023 | AMENDED<br>BUDGET<br>2022-2023 | PROJECTED<br>ACTUAL<br>2022-2023 | PROPOSED<br>BUDGET<br>2023-2024 |
|------------------------------------|---------------------|---------------------------------|--------------------------------|----------------------------------|---------------------------------|
| <b><u>REVENUES</u></b>             |                     |                                 |                                |                                  |                                 |
| Rent Revenue                       | \$ 3,243,822        | \$ 3,263,100                    | \$ 3,263,100                   | \$ 3,588,243                     | \$ 3,588,300                    |
| Other                              | 242,229             | 484,600                         | 484,600                        | 213,557                          | 213,600                         |
| Total                              | \$ 3,486,051        | \$ 3,747,700                    | \$ 3,747,700                   | \$ 3,801,800                     | \$ 3,801,900                    |
| <b><u>EXPENSES</u></b>             |                     |                                 |                                |                                  |                                 |
| Personnel Services                 | 419,948             | 420,000                         | 420,000                        | 373,548                          | 373,600                         |
| Maintenance                        | 83,987              | 84,000                          | 84,000                         | 214,352                          | 385,500                         |
| Other Services                     | 423,900             | 424,000                         | 424,000                        | 210,535                          | 210,600                         |
| Capital Outlay                     | 59,183              | 59,200                          | 59,200                         | 82,014                           | 82,100                          |
| Debt Service                       | 2,250,100           | 2,250,100                       | 2,250,100                      | 2,250,100                        | 2,250,100                       |
| Other                              | 510,349             | 510,400                         | 510,400                        | 497,456                          | 500,000                         |
| Total                              | 3,747,467           | 3,747,700                       | 3,747,700                      | 3,628,004                        | 3,801,900                       |
| Net Revenues Over/(Under) Expenses | \$ (261,416)        | \$ -                            | \$ -                           | \$ 173,796                       | \$ -                            |



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.B.

**DATE SUBMITTED:** September 14, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT:** Finance

**DIRECTOR:** Karla Saavedra

**Agenda Item:** Consideration and action , if any, on Ordinance adopting Tax Rate for FY 2023-2024 (*Adoption on One Reading*). **This item supports SG - Sound Governance and Fiscal Transparency.**

**Classification:** Regular

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

**Issue:** Per Texas Local Tax Code Chapter 26, cities need to officially make a motion to adopt a tax each Fiscal Year.

Proposed Tax Rate ¢ .7676

This tax rate is divided into the following:

M & O \$0.56150

I & S %0.20610

**Fiscal Consideration:** n/a

**Staff Recommendation:** "I move that the property tax rate be increased by the adoption of a tax rate of ¢.7676, which is effectively a 20.12% percent increase in the tax rate"

**Alternatives:** n/a

**Exclude Material from Public Packet?** No

**Reason:** n/a

---

**ROUTING:**

Karla Saavedra

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/14/2023

Approved - 9/14/2023

Approved - 9/14/2023

New -

**ORDINANCE NO: O-2023-**

**AN ORDINANCE MODIFYING ORDINANCE 2020-33 TO ADOPT THE TAX RATE  
AND LEVYING  
AD VALOREM TAXES FOR THE CITY OF PHARR, TEXAS  
BEGINNING FISCAL YEAR OCTOBER 1, 2023, AND ENDING  
SEPTEMBER 30, 2024, DIRECTING THE ASSESSMENT AND  
COLLECTION THEREOF, DECLARING AN EMERGENCY  
AND AN EFFECTIVE DATE**

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

**WHEREAS** the Board of Commissioners finds that the tax rate for the fiscal year 2023-2024, as hereinafter levied for current operating expenses, and capital outlays, to pay interest and to provide the sinking fund on outstanding bonds of the City issued for municipal purposes must be levied to provide the revenue requirements of the approved and adopted budget for said fiscal year.

**WHEREAS THIS TAX RATE WILL RAISE MORE TAXES  
FOR MAINTENANCE & OPERATIONS THAN LAST YEAR'S  
TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED  
BY 2.59% AND WILL RAISE TAXES FOR MAINTENANCE AND  
OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY  
\$14.20**

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

**SECTION 1:** That there is hereby fixed, levied and assessed for the fiscal year beginning October 1, 2023, and ending September 30, 2024, an ad valorem tax of on each \$100 valuation of property within the limits of the City of Pharr and not exempt from taxation by valid law; that such ad valorem tax shall be apportioned between the interest and sinking fund and the general fund as follows:

|                   |                         |
|-------------------|-------------------------|
| <b>M &amp; O</b>  | <b>\$ .56150</b>        |
| <b>I &amp; S</b>  | <b>\$ <u>.20610</u></b> |
| <b>TOTAL RATE</b> | <b>\$ .76760</b>        |

**SECTION 2:** The Tax Assessor and Collector of the City of Pharr, is hereby

directed to assess for such fiscal year the rate herein fixed and levied, and to collect such taxes in accordance with this Ordinance.

**SECTION 3:** The fact that the fixing and levying of Ad Valorem taxes is of great importance to the order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after its passage and approval. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

**APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 18<sup>th</sup> day of September 2023.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK



## AGENDA MEMORANDUM



**BOARD:** City Commission

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

**DATE SUBMITTED:** September 13, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Jose Pena, IT Director

**DEPARTMENT:** IT

**DIRECTOR:** Jose Pena

**Agenda Item:** Consideration and action, if any, authorizing City Manager to purchase additional fiber optic data center equipment for TeamPharr.Net from Calix, Inc, through sole source proposal in an amount not to exceed \$97,870.55. **This item supports IF - Infrastructure.**

**Classification:** Regular

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

**Issue:** As our fiber network design has been finalized, additional datacenter equipment was found to be missing from the original order. This is the final equipment needed to finalize all internet services and complete the project. - Project No. 2223-01-518-P15-01

**Fiscal Consideration:** \$97,870.55

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

**Alternatives:** NA

**Exclude Material from Public Packet?** No

**Reason:** NA

---

### ROUTING:

Jose Pena  
Cynthia Garza  
Mayra Gomez  
Ricardo Rodriguez  
Karla Saavedra  
Hilda Pedraza  
City Management Office

Created/Initiated - 9/13/2023  
Approved - 9/14/2023  
Approved - 9/14/2023  
Approved - 9/14/2023  
Approved - 9/15/2023  
Approved - 9/15/2023  
New -



## Network Configuration & Quotation

Customer Name: City of Pharr, Texas  
Project Name: XG3201  
Quote Description: XG3201  
Author Name: Rich Bell  
Contact Name:

Quote Reference Number: 721242A-3  
Quote Type: Access  
Date Created: September 7, 2023  
Date Modified: September 7, 2023  
Quote Expiration: October 7, 2023



### Equipment Summary

| E9                                                                                                                                         | Price        | Qty        | Ext. Price        |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------------------|
| <b>100-04713</b><br>CDFP to 4 x 100GE QSFP28 Direct Attach Breakout Cable (DAC), 1m, passive<br>CLEI: BVPQAFTUAA                           | \$443.95     | 2          | \$887.90          |
| <b>100-05709</b><br>E9-2 XG3201 line card (32 ports XGS-PON)<br>CLEI: BVL3BD8FAB                                                           | \$23,680.00  | 2          | \$47,360.00       |
| <b>OIM 10G PON</b>                                                                                                                         | <b>Price</b> | <b>Qty</b> | <b>Ext. Price</b> |
| <b>100-04482</b><br>XGS-PON XFP, 10G/10G, 1577/1270nm, Class N1, Single Fiber Transceiver, 20km, C-Temp, OLT, E-Series<br>CLEI: BVL3BBBFAA | \$595.00     | 7          | \$4,165.00        |
| <b>100-05524</b><br>XGS-PON XFP, 10G/10G, Class N2, 1577/1270nm, Single Fiber Transceiver, 20km, C-Temp, OLT, E-Series<br>CLEI: BVL3BBZFAB | \$728.50     | 7          | \$5,099.50        |
| <b>100-05730</b><br>XGS-PON SFP-DD, Dual Channel 10G/10G, Class N2, 1577/1270nm, 40km, LC, I-Temp, OLT<br>CLEI: BVL3BDHFAB                 | \$1,065.00   | 4          | \$4,260.00        |
| <b>100-05729</b><br>XGS-PON SFP-DD, Dual Channel 10G/10G, Class N1, 1577/1270nm, 20km, LC, I-Temp, OLT<br>CLEI: BVL3BDGFAB                 | \$885.00     | 4          | \$3,540.00        |
| <b>100-05731</b><br>XGS-PON SFP-DD, Dual Channel 10G/10G, Class E1, 1577/1270nm, 20km, LC, C-Temp, OLT<br>CLEI: BVL3BDJFAA                 | \$1,065.00   | 30         | \$31,950.00       |

**Equipment Total \$97,262.40**



### Professional Services Summary

| Services - Ad-Hoc                               | Ext. Price         |
|-------------------------------------------------|--------------------|
| <b>Shipping</b><br>Shipping and freight charges | \$58.55            |
| <b>Professional Services Total</b>              | <b>\$58.55</b>     |
| <b>Extended Warranty Total</b>                  | <b>\$549.60</b>    |
| <b>Grand Total</b>                              | <b>\$97,870.55</b> |





Customer Name: City of Pharr, Texas  
Project Name: XG3201  
Quote Description: XG3201  
Author Name: Rich Bell  
Contact Name:

## Network Configuration & Quotation

Quote Reference Number: 721242A-3  
Quote Type: Access  
Date Created: September 7, 2023  
Date Modified: September 7, 2023  
Quote Expiration: October 7, 2023

## Notes & Optional Equipment and Services

All prices are being quoted in US \$ (Dollars).

Due to rounding, some totals may not correspond with the sum of the separate figures.

Calix Warranty - See Purchase Agreement.

### Important Ordering Instructions:

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Include contact information (Name, Email & Tel) for the person who will receive the order acknowledgements and shipping notifications as well as the required billing and shipping addresses for your order.

Send Purchase Orders to Calix Order Management:

Email: [om@calix.com](mailto:om@calix.com)  
Fax: 707-283-3771

You may check the status of your order at any time on our website. ([www.calix.com](http://www.calix.com), click Login)



Customer Name: City of Pharr, Texas  
Project Name: XG3201  
Quote Description: XG3201  
Author Name: Rich Bell  
Contact Name:

## Network Configuration & Quotation

Quote Reference Number: 721242A-3  
Quote Type: Access  
Date Created: September 7, 2023  
Date Modified: September 7, 2023  
Quote Expiration: October 7, 2023



## Extended Warranty Summary

| Extended Warranty                                   | Price    | Qty | Ext. Price |
|-----------------------------------------------------|----------|-----|------------|
| 110-01162                                           | \$274.80 | 2   | \$549.60   |
| Extended Warranty - Upfront - 5 years for 100-05709 |          |     |            |
| Extended Warranty Total                             |          |     | \$549.60   |

### Notes

1. The Extended Warranty purchase is available at the time of hardware purchase, prior to warranty expiration or after warranty expiration. These prices reflect purchase at the time of hardware purchase. Please contact your Calix account manager for pricing for other purchase times.
2. Extended Warranty can be purchased in single or multi-year increments up to a maximum of 10 years for infrastructure equipment (line cards) and up to 5 years for premises equipment.



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 9.A.

**DATE SUBMITTED:** September 12, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Daniel Ramirez, Director

**DEPARTMENT:** Emergency Medical Services

**DIRECTOR:** Daniel Ramirez

**Agenda Item:** 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. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** This MOU will allow the EMS Department to use the STC training facilities and receive free educational credits. The initial term of this MOU shall become effective on the effective date and shall be for a period of three (3) years and shall begin on September 1, 2023 and end on August 31, 2026 unless earlier terminated pursuant to the terms of this MOU

**Fiscal Consideration:** This MOU will allow EMS personnel to receive free continuous education units to use toward their re-certification.

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

**Alternatives:** There are no alternatives.

**Exclude Material from Public Packet?** No

**Reason:** Not excluded from packet.

---

### ROUTING:

Daniel Ramirez

Created/Initiated - 9/12/2023

Daniel Ramirez

Approved - 9/12/2023

Ricardo Rodriguez

Approved - 9/12/2023

Karla Saavedra

Approved - 9/14/2023

City Management Office

New -

## **MEMORANDUM OF UNDERSTANDING**

*Between the City of Pharr and  
South Texas College*

### *Continuing Education Units for EMS Trainings*

**I. Purpose:** In accordance with the terms of this Memorandum of Understanding (“MOU”), South Texas College Continuing Education (“CE”) will award Continuing Education Units (“CEUs”) to participants of *EMS Related Trainings* coordinated and conducted by the City of Pharr by and through the Pharr EMS Department herein after referred to as “Partner.” Partner has agreed to deliver these training courses free of charge. Neither Party shall pay any compensation to or reimburse any expenses of the other Party for the services provided under or in connection with this MOU.

## **II. Obligations of the Parties:**

### *A. Prior to Training:*

1. Partner will provide CE with a copy of the curriculum, syllabus, and qualifications of trainer (resume and transcript) in order to determine whether, in CE’s sole, reasonable discretion, they meet Continuing Education Program Criteria stipulated in the Guidelines for Instructional Programs in Workforce Education. Partner will provide CE with trainer’s email and a Special Assignment MOU.
2. Partner will decide on training location, dates, and times and relay the decisions and information to CE.
3. CE will set up courses in CE Registration System for \$0 per participant.
4. CE will provide Partner with blank participant registration forms or a registration database.
5. Partner will provide CE with completed participant registration forms or a completed registration database.
6. CE will register participants.
7. CE will provide Partner with admission documentation to be filled out during training:
  - a. Class Roster
  - b. Sign-in Sheets
  - c. Satisfaction Surveys
  - d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Certificate of Completion will be issued to participants who (a) attend at least 75% of the total number of hours comprising the training program and (b) earn a minimum grade of 80 (type of assessment to be determined by CE and Partner). All others will receive an Unsatisfactory grade and no Certificate of Completion.

### *B. During Training:*

1. Partner will provide approved syllabus to participants and will conduct training.
2. CE will observe trainer and fill out the Trainer Observation form.

### *C. At the end of Training:*

1. Partner will turn in admission documentation to CE:
  - a. Class Roster graded by the trainer
  - b. Sign-in Sheets
  - c. Satisfaction Surveys
2. CE will issue Certificates of Completion to participants based on the Grading Protocol.

3. CE will file documentation for auditing purposes: curriculum, syllabus, trainer qualifications, and admission documentation.

**III. Term and Termination:** The Initial Term of this MOU shall become effective on the Effective Date and shall be for a period of three (3) years and shall begin on **September 1, 2023 and end on August 31, 2026** unless earlier terminated pursuant to the terms of this MOU. Partner and CE shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods (each a “Renewal Term”) by each Party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In all circumstances, this MOU may be terminated by either Party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any on-going training courses.

#### **IV. General Provisions:**

*A. Amendments.* Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

*B. Applicable Law.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

*C. Entirety of Agreement.* This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

*D. Assignment.* Neither Party shall assign, sublet, or transfer its interests in this MOU without the prior written consent of the other party.

*E. Equal Opportunity.* The Parties shall provide all services associated with the subject matter of this MOU in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (34 C.F.R., Section 106, et seq.), and all other applicable federal and state nondiscrimination statutes or laws. Neither Party will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this MOU.

*F. Public Information.* Partner acknowledge that CE is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU. CE agrees to advise Partner in writing of any such public information requests in accordance with the Public Information Act.

*G. Severability.* Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

*H. Immunity.* CE and its governing body do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

*I. Third Party Beneficiary Rights.* The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

*J. Relationship of the Parties.* Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

*K. Promotions.* Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

**V. Signatures:** In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

By \_\_\_\_\_  
Dr. Jonathan Flores  
Interim City Manager, City of Pharr

Date \_\_\_\_\_

By \_\_\_\_\_  
Daniel Ramirez  
EMS Chief, Pharr Emergency Medical Services

Date \_\_\_\_\_

By \_\_\_\_\_  
Olivia De La Rosa  
STC Director of Professional and Workforce Education

Date \_\_\_\_\_

By \_\_\_\_\_  
Dr. Ricardo J. Solis, STC President

Date \_\_\_\_\_





## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 9.B.

**DATE SUBMITTED:** September 13, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Adolfo Garcia, Library Director

**DEPARTMENT:** Library

**DIRECTOR:** Adolfo Garcia

**Agenda Item:** Consideration and action, if any, on agreement between the City of Pharr and the Pharr Community Theatre FY2023-2024. **This item supports QL - Quality of Life.**

**Classification:** Regular

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

**Issue:** Yearly renewal agreement with Pharr Community Theater for new fiscal year.

**Fiscal Consideration:** Funding remains the same as FY 22-23.

**Staff Recommendation:** Recommend approval.

**Alternatives:** NA

**Exclude Material from Public Packet?** No

**Reason:** NA

---

**ROUTING:**

Adolfo Garcia

Created/Initiated - 9/13/2023

Adolfo Garcia

Approved - 9/13/2023

David Friedlein

Approved - 9/15/2023

Ricardo Rodriguez

Approved - 9/15/2023

Karla Saavedra

Approved - 9/15/2023

City Management Office

New -



...where dreams go Pharr!!!

---

PHARR COMMUNITY THEATER  
213 W. NEWCOMBE AVE.  
PHARR, TEXAS 78577

Pedro Garcia/Artistic Director/Interim CEO

08/28/23

Dear Honorable Mayor, City Commission, City Managers & Staff

On behalf of the Pharr Community Theater, Co., (PCT) going into our 16th year, we wish to thank you, again, wholeheartedly for your continuous support.

For the upcoming fiscal year we ask that you please continue your annual funding and support for PCT. -Currently in the annual amount of \$40,000. We will surely continue to provide our services and outreach, not only for Pharr but for the entire RGV.

A PCT UPDATE & A BIT MORE:

We've been consistent in providing quality theater productions and arts education every year, since we first started in 2008.

This year so far we have produced two Main Stage productions, -in the spring and in the summer. Those were, *Patricio El Penitente*, by Jo Royal Izay, and *The Wonderful Ice Cream Suit*, by Ray Bradbury. -Plus acting & creative writing workshops, Civic Presentations, Comedy Shows and Concerts in our intimate space, always well attended. We work with lots of talent from all over the RGV and our events are published quite often in the local media print, tv & social media. PCT is popular.

Our up-coming fall show, 2023, in time for Christmas, after a three year hiatus, will be our ever so popular, *A Tejano Christmas Carol*, adapted by Pedro Garcia from the Charles Dickens famous tale, *A Christmas Carol*.

In our story, Ebenezer Scrooge becomes Ezequiel Codos, as mean as they come. He's a busy lawyer and water broker from the RGV. His greed is such that its consequences leave us with a dry Rio Grande, that of course ...if he doesn't change his ways. This entertaining and uplifting play has 22 fun characters including 6 children. -Auditions for

this play will be held, Sept. 18-20 and are always open to any one from the RGV to try-out.

RGV audiences love this adaptation that also attracts lots of Winter Texans. -And it's in English.

We also hope that with your blessing and your help, we can tour this show to the new Pharr One Center as well the DRC Center.

Through our doors we continue to work with theater technicians and designers who not only showcase their talents but also receive contract work and training as some of them continue their professional careers in the arts.

Every year hundreds of people of all ages come and enjoy our plays and talk about them for a long time afterwards.

Lastly, PCT would also like to request, if possible and available, a spare building that we can acquire under our current building lease contract for the use of a storage space for PCT and for extra classroom space for our ongoing workshops in the arts. Perhaps a building available near our current location at 213 W. Newcombe Ave., or a building nearby such as the empty building at 301 S Cage & E. Cherokee, or the old Fire Station on W Cherokee Street.

Also, in the future, if the City Of Pharr would like to envision the creation of a state of the art, South Texas Cultural Arts Center, with a few different size performance spaces and galleries, etc, I would be more than happy to discuss a plan with you.

Again thank you very much and please feel free to contact me anytime.

Respectfully,

Pedro Garcia

Pharr Community Theater/Artistic Director/Interim CEO

A 501(c)(3) organization

[www.pharrcommunitytheater.com](http://www.pharrcommunitytheater.com)

Find us on FB:

Mailing address: P.O. Box 1583, Pharr, TX 78577

Theater/Physical Address: 213 W Newcombe (Park) Ave. Pharr, TX 78577

Pedro Garcia's email: [teatronuestra@hotmail.com](mailto:teatronuestra@hotmail.com) & cell# 956-655-9308

Pharr Community Theater...where dreams go Pharr!

\*To see Pedro Garcia's professional acting resume, click on the link below or copy and paste:

<https://resumes.actorsaccess.com/pedrogarcia>

CITY OF PHARR

AGREEMENT FOR SERVICES

This Agreement is entered in by and between the City of Pharr, Texas, a municipal corporation hereinafter referred to as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens; and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the PCT.

The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times, comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

2. Compensation.

A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$40,000 including all fees and reimbursable expenses.

B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within thirty business days from receipt of billing voucher. The PCT shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the contract manager identified in Section 14, 118 South Cage Blvd, Pharr, TX 78577.

3. Term.

The term of this Agreement shall commence October 1<sup>st</sup> 2023 and end at midnight of the 30<sup>th</sup> day of September 2024.

4. Termination.

A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data,

studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

#### 5. Ownership.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

#### 6. Independent Contractor Relationship.

- A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule

and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

#### 7. Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

#### 8. Insurance.

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2) PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Error or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.



9. Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager

City of Pharr

Jonathan Flores (City Manager)

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

Pharr Community Theater

213 W. Newcombe/P.O. Box 1583

Pharr, Texas 78577

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. General Administration and Management.

The City's contract manager shall be Library Director, Adolfo Garcia.

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

City of Pharr

By: \_\_\_\_\_

Name: Jonathan Flores

Title: City Manager

Date:

Approved as to form:

By: \_\_\_\_\_

City Attorney

Pharr Community Theater

By: \_\_\_\_\_

Name: Pedro Garcia

Title: CEO/Artistic Director

Date:

Exhibit A.  
LINE ITEMS FOR CONTRACTUAL AGREEMENT

1) Main Stage Theater Performances 3 per year (including a children's show).....\$21,000.

a) Theater Crew Stipends

b) Materials cost for all production design

2) Tours: Up to 3 Tours per season.....\$3,000.

Tours can include: DRC, Pharr One, DTWN Amphi Theatre, Pepe Salinas, Vanguard/Pharr Birding Center

a) This portion helps cover, Crew Fees, Transportation of Equipment/U-haul Rental, set up and strike fees & advertising.

3) Classes in Performing arts & creative writing for Children, Teens & Adults.....\$3,000.

a) Three to four, 6 weeks sessions, per year.

This portion helps cover Teacher contracts, publicity and materials expenses

4) Equipment renewal & maintenance:.....\$3,000.

5) Operating Costs.....\$10,000

a) Staff Payroll

b) Office & laboratory supplies, Website & social media maintenance, printing & custodial service.

\$40,000.00 TOTAL



Exhibit B.  
PAYMENT VOUCHER FOR CONTRACTUAL AGREEMENT

Payment shall be made on a monthly bases to Pharr Community Theater, Co. (PCT) in installments of \$3,333.33 from October, 2023 to September, 2024, not to exceed a total of \$40,000.00

Funds are to be utilized towards Productions and Operations Costs for Pharr Community Theater, Co.



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 9.C.

**DATE SUBMITTED:** September 14, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Jose Pena, IT Director

**DEPARTMENT:** IT

**DIRECTOR:** Jose Pena

**Agenda Item:** Consideration and action, if any, on renewal of cloud management subscription services for TeamPharr.Net from Calix, Inc. **This item supports SE - Service Excellence.**

**Classification:** Regular

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

**Issue:** We currently have a 3 year agreement with Calix and this agreement will update previously assigned unit counts to accommodate for current estimates based on where our project subscriber counts are.

**Fiscal Consideration:** \$123,600.00

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** NA

**Exclude Material from Public Packet?** No

**Reason:** NA

---

**ROUTING:**

Jose Pena

Mayra Gomez

Karla Saavedra

Ricardo Rodriguez

Hilda Pedraza

City Management Office

Created/Initiated - 9/14/2023

Approved - 9/14/2023

Approved - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

Final Approval - 9/15/2023





# Calix Marketing Cloud Order Document

## Customer Information

Company Name: City of Pharr, Texas  
Address: 118 S Cage Blvd,  
Pharr, TX 78577  
United States

Contact Name: Jose Peña  
Contact Email: jose.pena@pharr-tx.gov  
Contact Phone: +1 956-402-4900

This Order Document for Calix Marketing Cloud ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

## Existing Order

Whereas Customer and Calix are Parties to the Calix Cloud Order Document last signed December 8, 2021 ("Existing OD"). The Existing OD is hereby terminated on **September 30, 2023 ("Termination Date")** and replaced with this Order Document as of the Service Start Date. For the avoidance of doubt, Services and billing under the Existing OD will continue until Termination Date.

Service Start Date: October 01, 2023 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

## Pricing Terms

| Period 1: 12 months                           | Unit Of Measure | Duration  | Price/Mo. | Qty   | Ext. Price  |
|-----------------------------------------------|-----------------|-----------|-----------|-------|-------------|
| 000-01268<br>Calix Marketing Cloud - Standard | CMC Mapped Subs | 12 Months | \$0.84    | 2500  | \$25,200.00 |
| Period 1 Total                                |                 |           |           |       | \$25,200.00 |
| Period 2: 12 months                           | Unit Of Measure | Duration  | Price/Mo. | Qty   | Ext. Price  |
| 000-01268<br>Calix Marketing Cloud - Standard | CMC Mapped Subs | 12 Months | \$0.39    | 10000 | \$46,800.00 |
| Period 2 Total                                |                 |           |           |       | \$46,800.00 |
| Period 3: 12 months                           | Unit Of Measure | Duration  | Price/Mo. | Qty   | Ext. Price  |
| 000-01268<br>Calix Marketing Cloud - Standard | CMC Mapped Subs | 12 Months | \$0.39    | 14300 | \$66,924.00 |
| Period 3 Total                                |                 |           |           |       | \$66,924.00 |

Calix Marketing Cloud includes the following:

- Calix Marketing Cloud Service
- Marketing Cloud - Customer Success - Premier (Subscriber Based Model)
- Marketing Cloud Support

## Payment

The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payment for the Services will be due upon invoice receipt. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.

## Term and Termination



Term: This Order Document commences on the Effective Date and shall continue for an initial term of thirty six (36) months from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term.

1. EARLY TERMINATION FEES.

Customer shall pay Calix fees for early termination ("ETF") for the termination of Services prior to the end of the then-current term in an amount equal to the remaining months of the term multiplied by the applicable monthly fees. Customer shall not be responsible for ETF in the event Calix breach's this Order Document or Agreement.

2. TERMINATION FOR BREACH.

If a Party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Order Document immediately by providing written notice to the breaching Party.

3. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current term, (B) transitioning Customer to another Calix service offering of similar or better features for the remainder of the then-current term (at no additional cost to Customer), or (C) provide for a Service credit or refund for the fees actually paid for the remaining term of the then-current term.

## Calix Cloud Resources

Customer shall have access to the following self-help support resources:

- Webinars on best practices
- Blog posts by industry experts on best practice
- Online user community
- Documentation
- Webinars on content of new product releases
- 24x7 web access to the Calix Technical Assistance Center (TAC) for Calix cloud related issues

## Cloud Success Service

Calix Cloud Success Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

- Cloud Success Service is available in two tiers as detailed in Calix's SDD available at [https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description\\_Customer\\_Success\\_Services.pdf](https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description_Customer_Success_Services.pdf)
- Cloud Success Service - Standard Tier is included with the Calix cloud subscription

## Miscellaneous

- Services described in this Order Document are provided remotely. Any travel is not included and shall be invoiced separately.
- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.



Calix, Inc.

City of Pharr, Texas

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order references are required for all periods. Do not use illegitimate placeholder values (such as TBD or otherwise) in these fields. Customer acknowledges Purchase Order references provided below are valid and can be used for billing purposes.

Period 1 PO:

Period 2 PO:

Period 3 PO:



# Calix Support Cloud Order Document

## Customer Information

Company Name: City of Pharr, Texas  
Address: 118 S Cage Blvd,  
Pharr, TX 78577  
United States

Contact Name: Jose Peña  
Contact Email: jose.pena@pharr-tx.gov  
Contact Phone: +1 956-402-4900

This Order Document for Calix Support Cloud ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

## Existing Order

Whereas Customer and Calix are Parties to the Calix Cloud Order Document last signed December 8, 2021 ("Existing OD"). The Existing OD is hereby terminated on September 30, 2023 ("Termination Date") and replaced with this Order Document as of the Service Start Date. For the avoidance of doubt, Services and billing under the Existing OD will continue until Termination Date.

Service Start Date: October 01, 2023 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

## Pricing Terms

| Period 1: 12 months                                 | Unit Of Measure  | Duration  | Price/Mo. | Qty   | Ext. Price  |
|-----------------------------------------------------|------------------|-----------|-----------|-------|-------------|
| 000-01267                                           | CSC Managed Subs | 12 Months | \$1.08    | 2500  | \$32,400.00 |
| Calix Support Cloud - Experience Management Edition |                  |           |           |       |             |
| Period 1 Total                                      |                  |           |           |       | \$32,400.00 |
| Period 2: 12 months                                 | Unit Of Measure  | Duration  | Price/Mo. | Qty   | Ext. Price  |
| 000-01267                                           | CSC Managed Subs | 12 Months | \$0.57    | 10000 | \$68,400.00 |
| Calix Support Cloud - Experience Management Edition |                  |           |           |       |             |
| Period 2 Total                                      |                  |           |           |       | \$68,400.00 |
| Period 3: 12 months                                 | Unit Of Measure  | Duration  | Price/Mo. | Qty   | Ext. Price  |
| 000-01267                                           | CSC Managed Subs | 12 Months | \$0.57    | 14300 | \$97,812.00 |
| Calix Support Cloud - Experience Management Edition |                  |           |           |       |             |
| Period 3 Total                                      |                  |           |           |       | \$97,812.00 |

Calix Support Cloud Experience Management Edition includes the following:

- Calix Support Cloud - Experience Management Edition
- Support Cloud - Customer Success - Premier (Subscriber based model)

## Payment

The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payment for the Services will be due upon invoice receipt. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.



## Term and Termination



Term: This Order Document commences on the Effective Date and shall continue for an initial term of thirty six (36) months from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term.

1. EARLY TERMINATION FEES.

Customer shall pay Calix fees for early termination ("ETF") for the termination of Services prior to the end of the then-current term in an amount equal to the remaining months of the term multiplied by the applicable monthly fees. Customer shall not be responsible for ETF in the event Calix breach's this Order Document or Agreement.

2. TERMINATION FOR BREACH.

If a Party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Order Document immediately by providing written notice to the breaching Party.

3. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current term, (B) transitioning Customer to another Calix service offering of similar or better features for the remainder of the then-current term (at no additional cost to Customer), or (C) provide for a Service credit or refund for the fees actually paid for the remaining term of the then-current term.

## Calix Cloud Resources

Customer shall have access to the following self-help support resources:

- Webinars on best practices
- Blog posts by industry experts on best practice
- Online user community
- Documentation
- Webinars on content of new product releases
- 24x7 web access to the Calix Technical Assistance Center (TAC) for Calix cloud related issues

## Cloud Success Service

Calix Cloud Success Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

- Cloud Success Service is available in two tiers as detailed in Calix's SDD available at [https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description\\_Customer\\_Success\\_Services.pdf](https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description_Customer_Success_Services.pdf)
- Cloud Success Service - Standard Tier is included with the Calix cloud subscription

## Miscellaneous

- Services described in this Order Document are provided remotely. Any travel is not included and shall be invoiced separately.
- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.



Calix, Inc.

City of Pharr, Texas

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order references are required for all periods. Do not use illegitimate placeholder values (such as TBD or otherwise) in these fields. Customer acknowledges Purchase Order references provided below are valid and can be used for billing purposes.

Period 1 PO:

Period 2 PO:

Period 3 PO:





# Calix Operations Cloud Order Document

## Customer Information

**Company Name:** City of Pharr, Texas  
**Address:** 118 S Cage Blvd,  
Pharr, TX 78577  
United States

**Contact Name:** Jose Peña  
**Contact Email:** jose.pena@pharr-tx.gov  
**Contact Phone:** +1 956-402-4900

This Order Document for Calix Operations Cloud ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

## Existing Order

Whereas Customer and Calix are Parties to the Calix Cloud Order Document for Operations Cloud last signed October 21, 2022 ("Existing OD"). The Existing OD is hereby terminated on September 30, 2023 ("Termination Date") and replaced with this Order Document as of the Service Start Date. For the avoidance of doubt, Services and billing under the Existing OD will continue until Termination Date.

**Service Start Date:** October 01, 2023 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

## Pricing Terms

| Period 1: 12 months    | Unit Of Measure             | Duration  | Price/Mo. | Qty   | Ext. Price  |
|------------------------|-----------------------------|-----------|-----------|-------|-------------|
| 000-01269              | OPS Cloud Man-<br>aged ONTs | 12 Months | \$1.00    | 2500  | \$30,000.00 |
| Calix Operations Cloud |                             |           |           |       |             |
| Period 1 Total         |                             |           |           |       | \$30,000.00 |
| Period 2: 12 months    | Unit Of Measure             | Duration  | Price/Mo. | Qty   | Ext. Price  |
| 000-01269              | OPS Cloud Man-<br>aged ONTs | 12 Months | \$0.52    | 10000 | \$62,400.00 |
| Calix Operations Cloud |                             |           |           |       |             |
| Period 2 Total         |                             |           |           |       | \$62,400.00 |
| Period 3: 12 months    | Unit Of Measure             | Duration  | Price/Mo. | Qty   | Ext. Price  |
| 000-01269              | OPS Cloud Man-<br>aged ONTs | 12 Months | \$0.52    | 14300 | \$89,232.00 |
| Calix Operations Cloud |                             |           |           |       |             |
| Period 3 Total         |                             |           |           |       | \$89,232.00 |

Calix Operations Cloud includes the following:

- Calix Operations Cloud Service
- Operations Cloud - Customer Success - Premier (Subscriber Based Model)

## Payment



The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payment for the Services will be due upon invoice receipt. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.

## Term and Termination

Term: This Order Document commences on the Effective Date and shall continue for an initial term of thirty six (36) months from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term.

### 1. EARLY TERMINATION FEES.

Customer shall pay Calix fees for early termination ("ETF") for the termination of Services prior to the end of the then-current term in an amount equal to the remaining months of the term multiplied by the applicable monthly fees. Customer shall not be responsible for ETF in the event Calix breaches this Order Document or Agreement.

### 2. TERMINATION FOR BREACH.

If a Party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Order Document immediately by providing written notice to the breaching Party.

### 3. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current term, (B) transitioning Customer to another Calix service offering of similar or better features for the remainder of the then-current term (at no additional cost to Customer), or (C) provide for a Service credit or refund for the fees actually paid for the remaining term of the then-current term.

## Calix Cloud Resources

Customer shall have access to the following self-help support resources:

- Webinars on best practices
- Blog posts by industry experts on best practice
- Online user community
- Documentation
- Webinars on content of new product releases
- 24x7 web access to the Calix Technical Assistance Center (TAC) for Calix cloud related issues

## Cloud Success Service

Calix Cloud Success Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

- Cloud Success Service is available in two tiers as detailed in Calix's SDD available at [https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description\\_Customer\\_Success\\_Services.pdf](https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description_Customer_Success_Services.pdf)
- Cloud Success Service - Standard Tier is included with the Calix cloud subscription

## Miscellaneous

- Services described in this Order Document are provided remotely. Any travel is not included and shall be invoiced separately.
- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.



IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

**Calix, Inc.**

**City of Pharr, Texas**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order references are required for all periods. Do not use illegitimate placeholder values (such as TBD or otherwise) in these fields. Customer acknowledges Purchase Order references provided below are valid and can be used for billing purposes.

**Period 1 PO:**

**Period 2 PO:**

**Period 3 PO:**



# Subscriber Experience Program Purchase Order Form

## Customer Information

**Company Name:** City of Pharr, Texas  
**Address:** 118 S Cage Blvd,  
Pharr, TX 78577  
United States

**Contact Name:** Jose Peña  
**Contact Email:** jose.pena@pharr-tx.gov  
**Contact Phone:** +1 956-402-4900

This Order Document for IQ Applications ("Services") is effective as of the date last signed ("Effective Date"), the Service Start Date is as outlined in the Pricing section below ("Service Start Date"), and this Order Document is subject to the Calix Master Purchase and License Agreement, ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

## Existing Order

Whereas Customer and Calix are Parties to the IQ Applications Suite Volume Purchase Order Form last signed December 08, 2021 ("Existing OD"). The Existing OD is hereby terminated on September 30, 2023 ("Termination Date") and replaced with this Order Document as of the Service Start Date. For the avoidance of doubt, Services and billing under the Existing OD will continue until Termination Date.

## Pricing

**Service Start Date:** October 01, 2023

A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

**Technical Contact** (Customer's technical contact for the foregoing license and services)

**Name:** Jose Peña  
**E-Mail:** jose.pena@pharr-tx.gov  
**Phone:** +1 956-402-4900

| Period 1: 12 months                                  | Unit Of Measure       | Duration  | Price/Mo. | Qty   | Ext. Price   |
|------------------------------------------------------|-----------------------|-----------|-----------|-------|--------------|
| 000-01274                                            | Subs With Gi-gaSpires | 12 Months | \$1.50    | 2000  | \$36,000.00  |
| Subscriber Experience Program - Solution and Support |                       |           |           |       |              |
| Period 1 Total                                       |                       |           |           |       | \$36,000.00  |
| Period 2: 12 months                                  | Unit Of Measure       | Duration  | Price/Mo. | Qty   | Ext. Price   |
| 000-01274                                            | Subs With Gi-gaSpires | 12 Months | \$1.50    | 10000 | \$180,000.00 |
| Subscriber Experience Program - Solution and Support |                       |           |           |       |              |
| Period 2 Total                                       |                       |           |           |       | \$180,000.00 |
| Period 3: 12 months                                  | Unit Of Measure       | Duration  | Price/Mo. | Qty   | Ext. Price   |
| 000-01274                                            | Subs With Gi-gaSpires | 12 Months | \$1.50    | 14300 | \$257,400.00 |
| Subscriber Experience Program - Solution and Support |                       |           |           |       |              |
| Period 3 Total                                       |                       |           |           |       | \$257,400.00 |

Subscriber Experience Program includes the following:



- IQ Application Suites + Cloud Foundation

## Payment

The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payment for the Services will be due upon invoice receipt. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.

## Service Activation

Calix develops and offers IQ Applications Modules that offer value-added services and options which are available on a subscription basis subject to the additional product terms and conditions and terms of use contained in this Order Document and referenced materials. Beginning on the first day of the month following the Service Start Date of Order Document, IQ Applications Modules will be enabled, and the Customer may offer the service to their subscribers by activating the Service.

## Term and Termination

**Term:** This Order Document commences on the Effective Date and shall continue for an initial term of thirty six (36) months from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term.

### 1. EARLY TERMINATION FEES.

Customer shall pay Calix fees for early termination ("ETF") for the termination of Services prior to the end of the then-current term in an amount equal to the remaining months of the term multiplied by the applicable monthly fees. Customer shall not be responsible for ETF in the event Calix breach's this Order Document or Agreement.

### 2. TERMINATION FOR BREACH.

If a Party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Order Document immediately by providing written notice to the breaching Party.

### 3. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current term, (B) transitioning Customer to another Calix service offering of similar or better features for the remainder of the then-current term (at no additional cost to Customer), or (C) provide for a Service credit or refund for the fees actually paid for the remaining term of the then-current term.

All prices are in USD

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.



**Calix, Inc.**

**City of Pharr, Texas**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order references are required for all periods. Do not use illegitimate placeholder values (such as TBD or otherwise) in these fields. Customer acknowledges Purchase Order references provided below are valid and can be used for billing purposes.

**Period 1 PO:**

**Period 2 PO:**

**Period 3 PO:**



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 9.D.

**DATE SUBMITTED:** September 13, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Daniel Ramirez, Director

**DEPARTMENT:** Emergency Medical Services

**DIRECTOR:** Daniel Ramirez

**Agenda Item:** Consideration and action, if any, authorizing City Manager to renew contract with Billing Dynamics for billing services provided to the Emergency Medical Services Department. **(project number: 2223-62-525-S59-01) This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** Renew of contract for EMS billing services.

**Fiscal Consideration:** Payment is made to Billing Dynamic based on the collections received for EMS services rendered.

**Staff Recommendation:** Based on the performance in the last year, staff recommends renewal of contract.

**Alternatives:** There are no current alternatives.

**Exclude Material from Public Packet?** No

**Reason:** This item is not excluded.

---

**ROUTING:**

Daniel Ramirez

Ricardo Rodriguez

Mayra Gomez

Karla Saavedra

City Management Office

Created/Initiated - 9/13/2023

Approved - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

New -



# Billing Dynamics, L.L.C.

## BILLING AGREEMENT

This agreement is made on this 1st day of October 2023, by and between, (hereinafter called "**Billing Dynamics, L.L.C.. ( hereinafter called "Billing Dynamics" ) located at 4301 Suite A North 22nd, McAllen, Texas 78504** and The City of Pharr (hereinafter known as Client), collectively referred to as "Parties".

Billing Dynamics is engaged in the business of offering billing services to providers who wish to utilize these services pursuant to the terms and conditions of this agreement. Therefore, in consideration of the mutual promise and covenants contained herein, the above parties agree as follows:

### Client agrees to the following:

1. Client will provide Billing Dynamics, with a list of fees by procedure code.
2. Client agrees to deliver to Billing Dynamics, a copy of all managed care, capitated, and discounted agreements between client and payers.
3. Client shall furnish Billing Dynamics, with the necessary information to properly prepare any insurance claim and/or patient statement on behalf of Client.

*{The delivery of above information will be **uploaded to a software** at least once a Week or as information becomes available/know to Client/*

4. Client will utilize Billing Dynamics, as its' primary billing agent, and agrees that Billing Dynamics, will only bill Medicare, Medicaid, private health and auto insurance, commercial insurance, and private pay accounts. Billing Dynamics will not contract with any third party to bill any of such accounts.
5. Client shall not knowingly prepare any information/data, which could cause any illegal or allegedly illegal charges to be billed to or collected from payer.
6. In exchange for the service described herein, client shall pay to Billing Dynamics, a fee equal to:
  - **PLEASE REFER TO NOTE BELOW FOR percentage%** of the net collections from date of contract, which includes current and past due accounts.
  - **6% on new billing (Not old collections) collected as of the effective date of this agreement**

- 8% on old collections included in all old accounts transferred over from previous billing company
- 2% on any air accounts

*Net collections are defined as amounts collected, contractual allowances, less any refunds and/or dishonored checks.)*

7. Client shall send copies of medical records to Billing Dynamics in accordance with all applicable federal and state laws. Client may retain original copies of all information submitted to Billing Dynamics.
8. Client hereby agrees that it shall deliver to Billing Dynamics, copies of any payments which Client receives directly from patients, payers, or otherwise; within five (5) business days of receipt.

*(All mail is received at Client's address along with all payments and checks.)*

10. Client is responsible for all billing supplies as listed:
  - Envelopes
  - Company digital letterheads
11. Client agrees to pay for an initial set up fee of **\$00.00**. The set-up fee includes the following:
  - Adding Client to billing software data base.
  - Adding Client's billing information such as charges, provider numbers and contract rates per contractual agreement.
  - This fee may be collected upon signed agreement or through a payment arrangement.
12. Optional Service: Client agrees to pay a one-time fee of **\$25.00** per insurance carrier application.  
i.e., Aetna, Blue Cross Blue Shield, United Healthcare, Cigna, etc.
13. All payments and collections shall be deposited into Client's bank account by Billing Dynamics.

### **Billing Dynamics Responsibilities**

1. Upon receipt of the billing information from Client, Billing Dynamics will

provide the following services within (3) three-working days.

- Enter patient demographic and insurance information.
  - Enter applicable charges and charge reversals into system.
  - Initiate a properly completed medical insurance claim or patient statement. The completed claim form will be presented to the payer via first class mail or via electronic submission where feasible.
2. Upon receipt of payments information received from the Client, Billing Dynamics will provide the following services within (3) three working days:
- Enter payment for each account, into the system.
  - Enter the appropriate federal, state, or other contractual adjustments for each account, into the system.
3. Billing Dynamics will review all payment documents for compliance with the active agreement between Client and payors. If a payment does not comply, Billing Dynamics will contact the payer requesting an explanation for discrepancy.
4. Billing Dynamics will contact all insurance carriers, in writing and/or by telephone, when an account balance has aged for over 45 days.
5. If an account maintains an outstanding balance after receipt of the insurance benefits, Billing Dynamics will initiate computerized monthly statements to the patient for nine (9) months, or if there is payment activity on the account.
6. If there is no activity after submitting the statements illustrated above, in paragraph 5, Billing Dynamics will no longer be responsible for collections. The outstanding accounts will be referred to the client for write-off procedures or if client chooses to refer account to a collection service.
7. Billing Dynamics will review all accounts with credit balances to confirm accuracy of the balance. If warranted (as approved by Client), Billing Dynamics will prepare refund request forms and submit to Client for issuance of a refund. It is understood and agreed that Billing Dynamics, will post the refund to Client account when the refund request is issued to the Client.
8. Billing Dynamics will cease to continue new billing for provider should a default of payment of invoice is more than 30 days. Invoices are due upon receipt. If payment arrangements are needed, please call prior to the 30-

day deadline. Once payment is received, Billing Dynamics will continue to bill and collect for Client.

## **Term**

The term of this agreement shall commence on October 1, 2023 and shall continue for a period of **1year**. With option of 2 (two) one year extensions.

## **Termination**

In the event of a material breach of this agreement by either party that is not remedied within **30** thirty days after delivery of written notice of such breach by the aggrieved party (*such notice to state the facts constituting material breach*), the aggrieved party may immediately terminate the agreement by written notice to the other party.

Notwithstanding the foregoing, Billing Dynamics may terminate this agreement by written notice to the Client if any payment, which is due to Billing Dynamics is overdue by more than thirty (30) days.

Either party can terminate this agreement with a 30-day notice, with or without cause.

Termination of this agreement for any reason does not prejudice any prior obligations by either party created while this agreement was in force.

## **Effect of Termination**

- Upon the effective date of termination, Billing Dynamics will cease to enter the Client's new patient information and charge data.
- Billing Dynamics will continue performing billing and collections, for a period of **(4) four months** following the termination date, on accounts receivables already billed via Billing Dynamics. Upon termination Billing Dynamics will provide a list of accounts for which billing will continue and aa list of accounts that have not been processed for billing.
- Client will pay Billing Dynamics the applicable fee, as specified in paragraph 6. After the expiration of tre4monlhs, Billing Dynamics will have no further obligation to render services to the Client.

## **Confidentiality**

Billing Dynamics shall treat all data and other records furnished by Client as confidential. Billing Dynamics will have no control over, nor attempt to influence the Client patient relationship.

Billing Dynamics will not attempt to regulate or promote any professional fees charged by Client.

## **Governing Law**

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Any and all disputes, litigation, or causes of action shall be exclusively in the **state** and federal courts of Hidalgo County.

In witness whereof, the parties have executed this agreement as of the date set forth above

**Billing Dynamics, L.L.C.**

**By: Cynthia Perez Ramon**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

**By: Dr. Jonathon Flores**

**Signature:** \_\_\_\_\_

**Title: Interim City Manager**

## **Billing Dynamics, L.L.C.**

### **Guarantee**

For value received, the undersigned does hereby guarantee performance and payment of all of Billing Dynamics, L.L.C. duties, obligations, and requirements under the foregoing Billing Agreement according to the term and conditions thereof (including without limitation the timely payment of all invoices and other sums due and payable under the Billing Agreement. The undersigned further waives all notices and demands. This is an unconditional and continuing guarantee of the Billing Agreement and shall not be deemed invalid due to (and shall remain effective and enforceable regardless of) subsequent modifications, renewals, extensions, or assignments of the Billing Agreement obligation.

Billing Dynamics, L.L.C.

---

Representative

---

Date



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 9.E.

**DATE SUBMITTED:** September 15, 2023

**MEETING DATE:** September 18, 2023

**FROM:** Maritza Magallan, Contract  
Compliance Officer

**DEPARTMENT:** Purchasing

**DIRECTOR:** Mayra Gomez

**Agenda Item:** Consideration and action, if any, authorizing City Manager to enter into an agreement with Texas Manufacturing Assistance Center (TMAC) - University of Texas Rio Grande Valley (UTRGV) for the Inventory Control and Standardization for the amount of \$41,650.00. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** TMAC will collaborate closely with the City of Pharr Purchasing Department and OSE department and the appropriate staff to facilitate the Inventory Control and Standardization. This will be split into three (3) different phases being paid partially. - Project No. 2223-01-513-S60-01

**Fiscal Consideration:** \$41,650.00

**Staff Recommendation:** Staff recommends approval

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Maritza Magallan

Mayra Gomez

Melanie Cano

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

Approved - 9/15/2023

New -





at The University of Texas Rio Grande Valley

1201 W. University Dr. CRMF 1.301  
Edinburg, Texas 78539  
Telephone: (956) 665-7011  
Fax: (956) 665-7079  
Email: [tmac@utrgv.edu](mailto:tmac@utrgv.edu)

### PROPOSAL FOR SERVICES

|                         |                                     |
|-------------------------|-------------------------------------|
| <b>Proposal Title:</b>  | Inventory Control & Standardization |
| <b>Project Manager:</b> | Jesse Cano                          |
| <b>Proposal No:</b>     | 081023-02                           |
| <b>Date:</b>            | August 10, 2023                     |

|                           |                              |
|---------------------------|------------------------------|
| <b>Client:</b>            | City of Pharr                |
| <b>Address:</b>           | 118 S. Cage Blvd., TX, 78577 |
| <b>County:</b>            | Hidalgo                      |
| <b>Contact Person:</b>    | Ms. Melanie Cano             |
| <b>Secondary Contact:</b> | Ms. Myra Gomez               |
| <b>Phone:</b>             | (956) 402-2600               |
| <b>Fax:</b>               |                              |
| <b>Type of Business:</b>  | Government Entity            |
| <b>No. of Employees:</b>  | 100+                         |

The Texas Manufacturing Assistance Center (TMAC) at The University of Texas Rio Grande Valley (UTRGV) is pleased to submit the following proposal to CITY OF PHARR. The objective, scope, key tasks, as well as the estimated hours for the preparation, execution, and follow-up of events are outlined below.

## **BACKGROUND**

TMAC at UTRGV is an affiliate of the Manufacturing Extension Partnership (MEP) program of National Institute of Standard and Technology. See TMAC's web page at [www.utrgv.edu/tmac](http://www.utrgv.edu/tmac) to learn more about TMAC South Texas.

TMAC at UTRGV has a successful history of assisting organizations in the application of Lean, Six Sigma, Strategic Excellence, Safety and other techniques through both onsite and online facilitation and training. Our approach is to encourage employee involvement to transfer knowledge so that improvements can be continued and sustained by the organization.

## **SCOPE OF WORK**

TMAC Trusted Business Advisors (TBAs) will work together with the City of Pharr's Office of Organization and Strategic Excellence Department (OSE) and assigned personnel to assist with improving the City's current inventory practices.

TMAC Trusted Business Advisors will assist the City of Pharr per the project outline below. The hours will be split into online or in-person work sessions and scheduled accordingly with the City of Pharr team.

**Note:** Some of the project work hours will be utilized by TMAC Specialists in the office to prepare for work sessions, run analysis, generate reports, and complete any other tasks that will aid the progress and success of the project.

### **Project Outline:**

- **Phase #1: Documenting and Understanding the Current State (by Department)**
  - Review Current Inventory Issues and Practices
  - Document Inventory Categories
  - Record Inventory Levels and Usages
  - Classification of Inventory via ABC Method
- **Phase #2: Develop Standard Inventory Practices**
  - Create Replenishment Methods and System
  - Determine Safety Stock of Critical Items (via Service Levels)
  - Standardize Inventory System (best option for City)
    - Use Current System (standardize) or
    - Recommend Potential New System
  - Development of Key SOPs, Wis, JIs, etc.
- **Phase #3: Deployment & Training of Standardized Practices/System**
  - Selection of Trainees per Department
  - Schedule and Deliver Training Sessions
  - Official Launch of Practices and System
  - Deploy Scorecard/Performance Measure System for Inventory

- o Follow-up and Adjustments/Updates (as needed)

**Note:** the proposed hours are an estimation based on the experiences of the Advisors and could be completed sooner or may require more time. If it is determined and/or requested by The City of Pharr that additional hours are needed to assist with deliverable(s), TMAC will do so and update the proposal accordingly with The City of Pharr's approval.

**Project Deliverable:**

- Documentation of Current State (the “as is”) of Inventory Practices and Levels
  - o Levels, Categories, and Usages
  - o Issues, Common Mistakes, Pains, etc.
  - o Inventory Classifications
- Supporting Documents for Methods, Practices, Service Levels, etc.
- Trained Staff
- Launched System and KPIs

**CLIENT RESPONSIBILITIES**

TMAC expects the CITY OF PHARR leadership team and participants to:

- Have all participants and/or be ready for the sessions.
- Keep interruptions to a minimum, emergencies only.
- Provide an adequate meeting space (if applicable).
- Actively participate during the sessions and discussions.
- Complete all prework, action items and/or assignments.

**LOCATION OF WORK SESSIONS**

In-Person or Online

## **Project Investment**

|                                                                                           | <u><b>Amount</b></u>      |
|-------------------------------------------------------------------------------------------|---------------------------|
| <b>Phase #1: Documenting and Understanding<br/>the Current State (~40 hrs.)</b>           | <b>\$14,000.00</b>        |
| <b>Partner Discount-----</b>                                                              | <b>(\$2,100.00)</b>       |
|                                                                                           | <b><u>\$11,900.00</u></b> |
| <br>                                                                                      |                           |
| <b>Phase #2: Development of Standard<br/>Inventory Practices (~60 hrs.)</b>               | <b>\$21,000.00</b>        |
| <b>Partner Discount-----</b>                                                              | <b>(\$3,150.00)</b>       |
|                                                                                           | <b><u>\$17,850.00</u></b> |
| <br>                                                                                      |                           |
| <b>Phase #3: Development and Training of<br/>Standardized Practices/System (~40 hrs.)</b> | <b>\$14,000.00</b>        |
| <b>Partner Discount-----</b>                                                              | <b>(\$2,100.00)</b>       |
|                                                                                           | <b><u>\$11,900.00</u></b> |

### **TERMS OF PAYMENT:**

- All prices are in US dollars.
- Payment is due before or on the day of support, upon invoice received.
  - 50% before or on the first day of support
  - 50% on or before the last day of support
- Payment may be made by Bank Transfer, Purchase Order, Credit Card (Visa or MC), Money Order or Check\* (\*US dollars only)

This proposal is valid for 60 days after the date of issuance.

The cost for this assistance is \$41,650.00. If the scope of work or required effort changes during the course of the project, additional funding may be required with City of Pharr's agreement.

## **TERMS AND CONDITIONS:**

1. UTRGV will perform this quotation in accordance with client written instructions and or specifications.
2. If no written instructions or specifications were available, UTRGV will follow standard industry practices.
3. Any deviation or alternation from services quoted involving extra costs will only be executed upon receipt of written orders executed by client authorized representative and will become an extra charge over and above the quoted price.
4. All payments are due and payable per terms of this proposal. Invoices will be submitted per terms of payment and are due and payable within 15 days.
5. All prices are based on current costs and can only be revised by written agreement of both parties. UTRGV reserves the right to revise prices in case of major cost increases.
6. Upon request by UTRGV, client agrees to participate in a customer satisfaction survey conducted on behalf of the National Institute of Standards and Technology of the US Dept of Commerce.
7. Client shall be held accountable for payment of expenses incurred due to contract cancellations. A 20% fee before commencement of project and if project is in progress, an assessment of expenditures will be conducted along with the 20% cancellation fee.

**Indemnification:** CITY OF PHARR shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold The University of Texas Rio Grande Valley (UTRGV) harmless from liability resulting from the negligent acts or omissions of CITY OF PHARR, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement provided. However, that CITY OF PHARR shall not hold UTRGV harmless from claims arising out of the negligence or willful malfeasance of UTRGV, its officers, agents, or employees, or any person or entity not subject to CITY OF PHARR supervision or control.

**Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law. The University of Texas Rio Grande Valley (UTRGV) and CITY OF PHARR shall use the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260. To attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

## **ACCEPTANCE OF PROPOSAL**

The undersigned parties bind themselves to accept the terms and conditions specified above.

Representing Party

Performing Party

---

Dr. Jonathan B. Flores  
Interim City Manager  
City of Pharr

---

Mr. David Ortiz  
Region Director  
TMAC South Texas

Date: \_\_\_\_\_

Date: \_\_\_\_\_