

**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, AUGUST 19, 2024**

*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 27, 2024 as Pan American Round Table of Alamo-San Juan-Pharr Day.

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

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

- A) Public hearing on development services cases

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

- A) Submission of Sales Tax Collection Report for July 2024.
- B) Submission of Sales Tax Collection Report for August 2024.
- C) Recognition of Public Utilities Department - Water Partners: Water Systems Helping Water Systems Award.
- D) 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 August 5, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to extend the Service Contract with United Healthcare (UHC) for Self-Funded Employee Health Insurance Benefit Plans, Third Party Administrative Services, Pharmacy Benefit Management, and Individual & Aggregate Stop Loss Insurance. **This item supports QL - Quality of Life.** (PURCHASING)

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

1. Juan David Larios and Andrew Allen Rains d/b/a The Lone Star Theater, have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lots 10, 11, 12, and the North 11.5 feet of Lot 13, Block 1, J.T. Doster Resubdivision, Pharr, Hidalgo County, Texas. The property's physical address is 115 East Park Avenue. CUP#240716 **This item supports EV - Economic Vitality.**

2. Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1.161 acres, more or less, out of Lots 2 & 3, Block D, being all that part of the right-of-way of Lateral "F" lying east of the road in the West 320 feet of Block "D" Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 North Flag Street. COZ#240721 **(WITHDRAWN)** **This item supports EV - Economic Vitality.**

3. City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD). The property is legally described as being 2.95 acres, more or less, out of Lots 226, 238, and 239, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 700 Est Hall Acres Road. CUP#160628 **This item supports EV - Economic Vitality.**



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

#### D) PLATS:

1. Robles Engineering, LLC., representing Juan Jose Palacios and Laura E. Palacios, owners, is requesting final plat approval of the proposed Burgos Subdivision. The property is legally described as being a 1.00 acre out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Greg Drive. SUB#210723 **This item supports EV - Economic Vitality.**

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

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

A) Consideration and action, if any, on Ordinance approving the extension of the boundaries of Tax Increment Reinvestment Zone (TIRZ) #2. **This item supports QL - Quality of Life. (ADMINISTRATION)**

B) Consideration and action, if any, on Resolution in support of Lakeview Villas, LP to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Lakeview Villas Apartments. This item supports QL - Quality of Life. (ADMINISTRATION)

C) Consideration and action, if any, on Resolution declaring surplus items, vehicles, and equipment from the Pharr Public Works Department. **This item supports EV - Economic Vitality. (PURCHASING)**

D) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission. **This item supports SSC - Safe and Secure Community. (HR)**

#### **8. ADMINISTRATIVE:**

A) Submission of Certified Totals for Tax Assessed Values 2024 for Fiscal Year 2024-2025. **This item supports SG - Sound Governance and Fiscal Sustainability. (FINANCE)**

B) Discussion and action for vote on Proposed Tax Rate increase and schedule a Public Hearing. **This item supports SG - Sound Governance and Fiscal Sustainability. (FINANCE)**

C) Discussion and action, if any, on Capital Improvement Projects. **This item supports IF - Infrastructure. (ENGINEERING)**

#### **9. CONTRACTS/AGREEMENTS:**

A) Consideration and action, if any, authorizing City Manager to enter into a Master Services Agreement with ViaPlus, LLC. to provide tolling back-office services and additional services as needed for Pharr International Bridge. **This item supports SE - Service Excellence. (BRIDGE)**

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Trimad Consultants, LLC, for Professional Engineering Services for the design and project administration of the Lift Stations Number 10, 18, and 40 Elimination Project. **This item supports IF - Infrastructure. (ENGINEERING)**

C) Consideration and action, if any, on Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Pharr-Reynosa International Bridge Expansion Project, Control Section Job (CSJ) Number 0921-02-479. **This item supports IF - Infrastructure. (ENGINEERING)**

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a sale agreement for property legally described as Lots 5 & 6, Block 1, Universal Estates Subdivision, Unit No. 1, an addition to the City of Pharr, Hidalgo County, Texas. **This item supports EV - Economic Vitality. (ADMINISTRATION)**

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

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

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

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

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

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



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

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

**12. ADJOURNMENT:**

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext 1007 or FAX 956-475-3442 or Email [cityclerksoffice@pharr-tx.gov](mailto:cityclerksoffice@pharr-tx.gov) for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at [www.pharr-tx.gov](http://www.pharr-tx.gov). This Notice was posted on the 16th day of August 2024 at 4:00 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 16th day of August 2024**



  
IMELDA PEREZ, TRMC  
CITY CLERK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Proclamation



*WHEREAS*, the original founder of the Pan American Round Tables was Mrs. Florence Terry Griswold who grew up on the border between the United States and Mexico. Becoming bilingual and aware of the need for better understanding among the peoples of the America, she opened her home to women and children refugees during Mexico's turbulent political period in 1910 -1916. While she lived in San Antonio, Texas she organized the Pan American Round Tables in 1916; and

*WHEREAS*, the Pan American Round Table of Alamo-San Juan was organized in 1949 under the sponsorship of the McAllen Table. Pharr was officially added into the Table's name in years later; and

*WHEREAS*, the first organized meeting of the Pan American Round Table of Alamo-San Juan-Pharr was held on September 27, 1949 at the San Juan Methodist Church with Mrs. J. S. Row of Alamo serving as the Director. The new Table received its first set of flags of the Pan American countries as a gift from the McAllen Table and the gavel from the Reynosa Table; and

*WHEREAS*, on March 21, 1958, the Pan American Round Table of Alamo-San Juan-Alamo first began to promote knowledge and provide scholarships to graduating seniors from the Pharr-San Juan-Alamo Independent School District. All scholarship monies are raised through pledges and other contributions during the year by the members; and

*WHEREAS*, exchanges of hospitality and cooperation of the valley Tables have fostered a spirit of unity and friendship hosting state conventions since 1969 and continue to host the Pan American Observance Day luncheons every year with the attendance of members from the Texas Tables and the Western Hemisphere; and

*WHEREAS*, the constant aim of the Pan American Round Table is to promote friendship and understanding through the official, social and personal contact with other Tables throughout the countries of the Western Hemisphere while always attempting to fulfill our motto: "ONE FOR ALL – ALL FOR ONE"

*NOW THEREFORE*, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the day of September 27, 2024, as:

*"Pan American Round Table of Alamo-San Juan-Pharr Day"*

*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 August 2024.

**CITY OF PHARR**

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

**ATTEST:**

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





## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 16, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, 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:**

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**ROUTING:**

Imelda Perez

Created/Initiated - 8/16/2024



## AGENDA MEMORANDUM

**BOARD:****AGENDA ITEM #:** 5.A.**DATE SUBMITTED:** August 16, 2024**MEETING DATE:** August 19, 2024**FROM:** Jamison Merrick, Interim Finance  
Director**DEPARTMENT:** Finance**DIRECTOR:** Jamison Merrick**Agenda Item:** Submission of Sales Tax Collection Report for July 2024.**Classification:** Regular

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

**Issue:** SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 2.96% YTD TRUE GROWTH compared to last YTD July 2024 and 7.94% INCREASE compared to last July 2023 payments.

**Fiscal Consideration:** N/A**Staff Recommendation:** Presentation Only.**Alternatives:** N/A**Exclude Material from Public Packet?** No**Reason:** N/A

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**ROUTING:**

Jamison Merrick  
City Management Office

Created/Initiated - 8/16/2024  
Final Approval - 8/16/2024





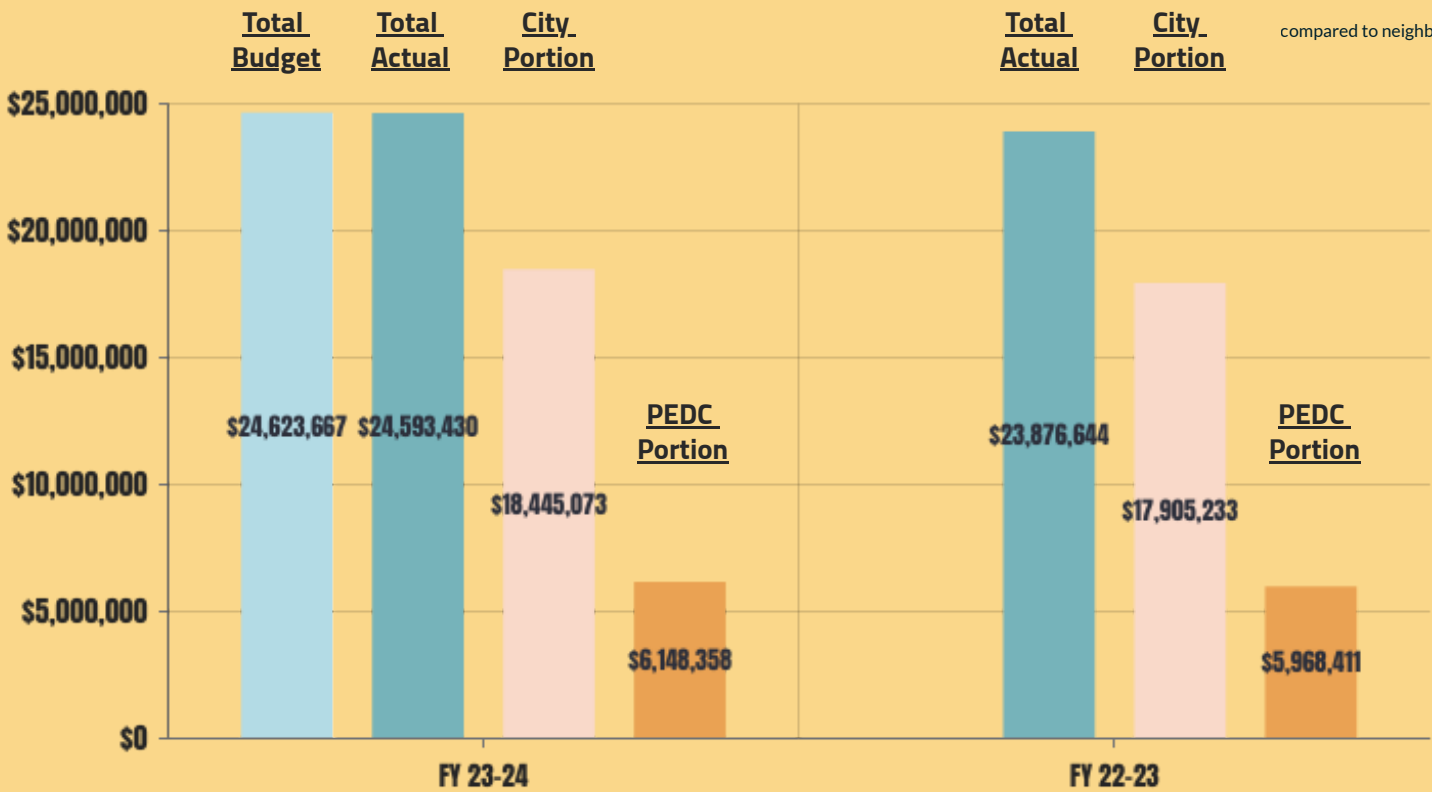
# CITY OF PHARR SALES TAXES

as of July 2024  
FY 2023-2024

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 5

compared to neighbor Cities



**2.96% YTD**

Increase in Sales Tax from  
Last Year\*



**7.94%**

Compared to July 2023  
Cash Basis.



**-0.12%**

Above Budget

\*Growth is based on Calendar Year per Texas State Comptroller  
Fiscal Year Growth is 3.01%





## AGENDA MEMORANDUM

**BOARD:****AGENDA ITEM #:** 5.B.**DATE SUBMITTED:** August 16, 2024**MEETING DATE:** August 19, 2024**FROM:** Jamison Merrick, Interim Finance Director**DEPARTMENT:** Finance**DIRECTOR:** Jamison Merrick**Agenda Item:** Submission of Sales Tax Collection Report for August 2024.**Classification:** Regular

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

**Issue:** SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 2.32% YTD TRUE GROWTH compared to last YTD August 2024 and -1.72% DECREASE compared to last August 2023 payments.

**Fiscal Consideration:** N/A**Staff Recommendation:** Presentation Only.**Alternatives:** N/A**Exclude Material from Public Packet?** No**Reason:** N/A

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**ROUTING:**

Jamison Merrick  
City Management Office

Created/Initiated - 8/16/2024  
Final Approval - 8/16/2024



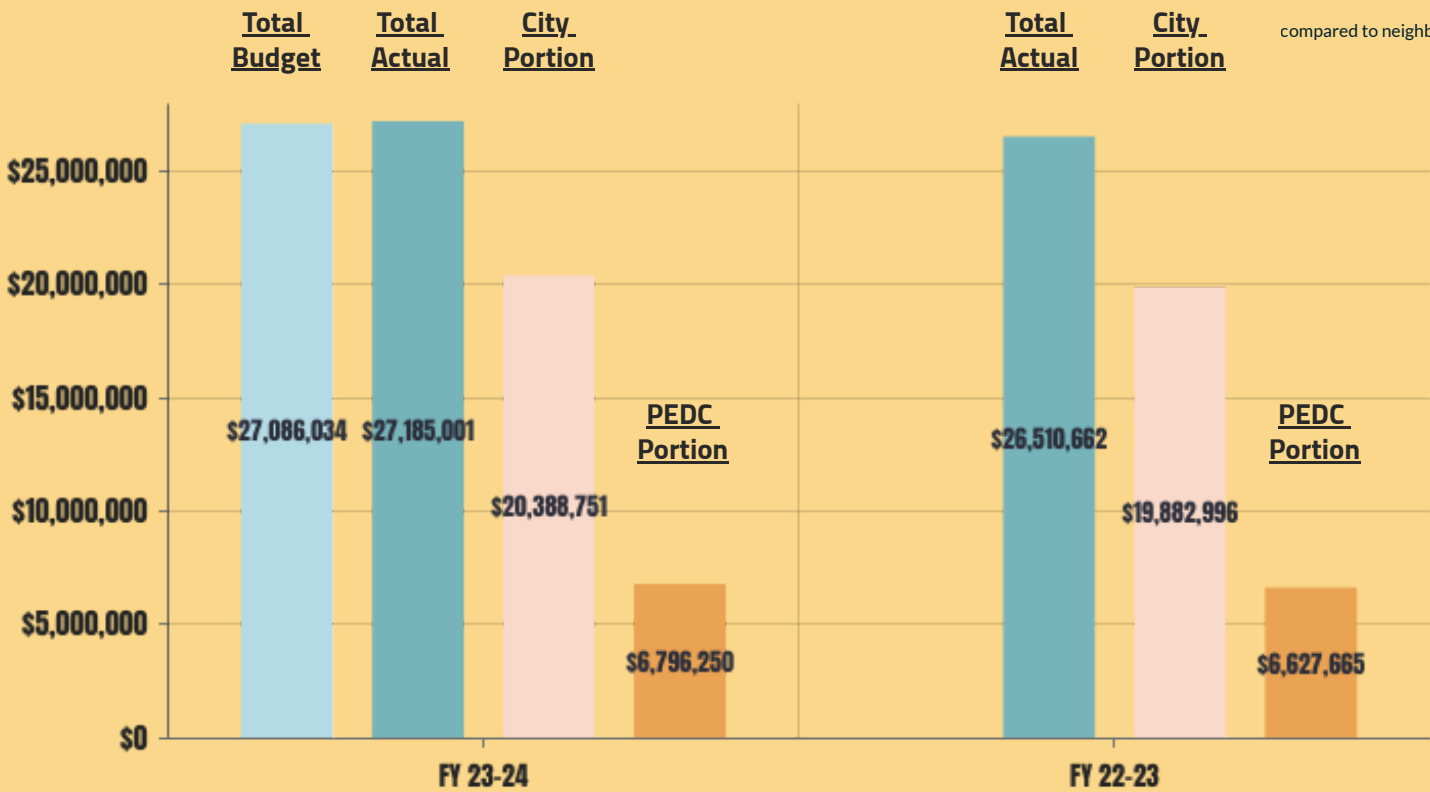
# CITY OF PHARR SALES TAXES

as of August 2024  
FY 2023-2024

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 5

compared to neighbor Cities



**2.32% YTD**

Increase in Sales Tax from  
Last Year\*



**-1.72%**

Compared to August 2023  
Cash Basis.



**0.37%**

Above Budget

\*Growth is based on Calendar Year per Texas State Comptroller  
Fiscal Year Growth is 2.54%







## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 15, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Recognition of Public Utilities Department - Water Partners: Water Systems Helping Water Systems Award.

**Classification:** Regular

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

**Issue:** City of Pharr is recognized for the Water Partners: Water Systems Helping Water Systems. The City of Pharr qualified for this award by assisting neighboring cities in providing safe potable water for its residents which builds strong relationships amongst cities. The City of Pharr assists the City of Edinburg, and the City of San Juan by providing water services where these cities are unable to. They also provide water to the City of Hidalgo to help them maintain pressure. This is important for the economic development of the area and for improving the quality of life of the residents.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends recognition for award presented to Public Utilities Department.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Imelda Perez  
City Management Office

Created/Initiated - 8/15/2024  
Final Approval - 8/16/2024



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

**AGENDA ITEM #:** 5.D.

**DATE SUBMITTED:**

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, 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:**

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**ROUTING:**

Imelda Perez  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created -



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 12, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Imelda Perez

**Agenda Item:** Approval of Minutes for August 5, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Consent

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

**Issue:** Approval of Minutes for August 5, 2024 - Regular Called Meeting.

**Fiscal Consideration:** N/A

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

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### **ROUTING:**

Imelda Perez  
City Management Office

Created/Initiated - 8/12/2024  
Final Approval - 8/12/2024

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, AUGUST 5, 2024  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 5, 2024 and following is the record of attendance.

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

**BOARD OF COMMISSIONERS ABSENT:** Comm. Ricardo Medina

**STAFF PRESENT:** Jonathan Flores, City Manager  
Cynthia Garza, Assistant City Manager  
Hilda Pedraza, Assistant City Manager  
Imelda Perez, City Clerk  
Maria Rangel, Interim City Engineer  
Fabiola Sanchez, Asst. Finance Director  
Ashley Melendez, Assistant HR Director  
Juan Villescas, Municipal Court Judge  
Juan Gonzalez, Chief of Police  
Pilar Rodriguez, Fire Chief  
Roland Gomez, Code Compliance Director  
Kimberly Mendoza, Dev. Svcs. Director  
Luis Marin, Public Works Director  
Melanie Cano, O.S.E. Director  
Oscar De Leon, Asst. Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Adolfo Garcia, Library Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Mayra Gomez, Purchasing Director  
Danny Ramirez, EMS Chief  
Yuri Gonzalez, Chief Comm. Officer  
Kenneth Ennis, Public Safety Comm. Dir.  
Cynthia Gutierrez, Public Health Director  
Frank Nunez, Special Events Director

**CITY ATTORNEY**

Ricardo Rodriguez, City Attorney

**ITEM 1. CALL TO ORDER**



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

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

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

Mayor Hernandez was not present at the time of roll call but arrived at 4:32 p.m.

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

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

**ITEM 2. PUBLIC TESTIMONY**

There were no comments from the public.

**ITEM 3. PUBLIC HEARINGS**

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

There were no comments from the public.

**ITEM 4. CITY MANAGER'S REPORTS**

**A) CITY ENGINEER'S REPORT**

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

**B) RECOGNITION OF PHARR POLICE DEPARTMENT - TOP SWAT OPERATOR.**

Jonathan Flores, City Manager, introduced the item.

Juan Gonzalez, Police Chief, recognized Sargeant Jorge Guerra for receiving overall Top SWAT Operator award for the South Texas region area for three years in a row. He stated the Tactical Teams Skills Training was held in Brownsville and it included local and federal teams. Chief Gonzalez mentioned this training was geared towards challenging the team's skills, strength, endurance, weapons proficiency, decision making and teamwork.

## MINUTES: REGULAR CALLED MEETING

August 5, 2024

Sargeant Jorge Guerra thanked Police Chief Juan Gonzalez and Deputy Chief Michael Rodriguez for the recognition and their ongoing support in allowing them to continue competing.

Juan Gonzalez, Police Chief, further recognized K9 Handler Officer Emilio Gonzales and K9 Storm for receiving 1st Place - Top Explosive K9 award. He stated they competed at K9 Competition for K9 Officers from all over the state of Texas to showcase their skills. Chief Gonzalez stated K9 Storm was a hard at work K9 for large gatherings at special events as he detects a variety of explosive materials and both play an important role in our comprehensive security measures.

K9 Handler Officer Emilio Gonzales thanked the City Commission and Police Chiefs for the recognition and support for the Pharr Police Department K9 Unit.

### **C) CITY EVENTS OF INTEREST**

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

Yuri Gonzalez, Chief Communications Officer, presented video recaps of the Donations Acceptance Program (DAP) 15 Ribbon Cutting Ceremony, Parks & Recreation Seussical Junior Play, Detroit Health Conference, and a promotional video on upcoming Pharr Night Out Event.

Yuri Gonzalez, Chief Communications Officer, further reported the Pharr Night Out event would take place on Tuesday, August 6, 2024 at Pharr Town Center - Main Event parking grounds located at 500 N. Jackson Road from 6:00 p.m. to 10:00 p.m. She stated this was a back-to-school event and mentioned there would be vendors, food, activities and music. She further extended an invitation to the public to attend.

### **ITEM 5. CONSENT AGENDA**

- A) APPROVAL OF MINUTES FOR JULY 15, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR THE INSTALLATION OF THERMOPLASTIC MARKINGS FOR THE PUBLIC WORKS DEPARTMENT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND SERVICE CONTRACT FOR THE DIRECT INTERNET ACCESS WITH SMARTCOM TELEPHONE, LLC THROUGH THE INTERLOCAL**

**PURCHASING SYSTEM (TIPS) CONTRACT NO. 230105. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**

**D) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE CITY OF PHARR SPORTS COMPLEX PARKING LOT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PARKS)**

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

- 1. 7-ELEVEN INC. DBA 7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES, 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 LOT 2, NEWT'S CORNER, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 10701 SOUTH CAGE BOULEVARD. CUP#240614 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- 2. KHANH NGUYEN, D/B/A SNOW BITE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.078-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE L-2. CUP#190536 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- 3. VELCH VENTURES LLC., D/B/A ALTAMAR SEAFOOD BAR, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.092 ACRES, MORE OR LESS, OUT OF LOT 1, SPAMER BUSINESS PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 8001 SOUTH JACKSON ROAD, SUITES 1 & 2. CUP#210427 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

**F) PLATS:**

- 1. WESTWOOD PROFESSIONAL SERVICES, INC., REPRESENTING K.V. CHOWDARY, MANAGER OF KVS DEVELOPMENT, L.L.C., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED MAJESTIC INTERNATIONAL TRADE PORT PHASE 2 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 79.022 ACRE TRACT OUT OF LOTS 47 AND 48, BLOCK 15, LOTS 49 AND 50, BLOCK 16, LOTS 51 AND 52, BLOCK 17, LOTS 53 THROUGH 55, BLOCK 18 AND A PORTION OF A 40 FOOT ROAD, SHOWN ON THE RE-SUBDIVISION OF LOTS 1 AND 5 TO 32, INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION AND OUT OF LOTS 3 AND 4, AS SHOWN ON THE RE-SUBDIVISION OF CLOSNER SUBDIVISION. THE PROPERTY IS LOCATED WITHIN THE 9000 BLOCK OF SOUTH VETERANS BOULEVARD. SUB#231025 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

MINUTES: REGULAR CALLED MEETING  
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Jonathan Flores, City Manager, introduced consent agenda and recommended approval.

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

**REGULAR AGENDA - OPEN SESSION**

**ITEM 6. ORDINANCES AND RESOLUTIONS**

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHARR. (ADOPTION ON ONE READING) THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

Ordinance No. O-2024-28 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE CITY OF PHARR'S ONE-YEAR ACTION PLAN FOR PROGRAM YEAR 2024 AND ITS 2024-2028 CONSOLIDATED PLAN AND STRATEGY TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). THIS ITEM SUPPORTS QL-QUALITY OF LIFE. (GMCD)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-44 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DESIGNATING MEMBERS TO THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION (RGVMPO) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item. He stated current members were Mayor Ambrosio Hernandez as Primary member and Commissioner Daniel Chavez as Alternate member. He further recommended adding Maria Rangel, Interim City Engineer, as the designated proxy.

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Comm. Carrillo **moved** to designate Maria Rangel, Interim City Engineer as proxy to the Rio Grande Valley Metropolitan Planning Organization. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-45 is filed with the City Clerk's Office.

At this time, Jonathan Flores, City Manager, stated they would deviate from the agenda and go to agenda Item 8A. There was no objection.

**ITEM 8. PURCHASING**

- A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF FIVE-HUNDRED FIFTY (550) LAPTOPS FROM BEST BUY STORES, L.P. FOR AN AMOUNT NOT TO EXCEED \$174,900.00 UTILIZING OMNIA CONTRACT R201203. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (IT)**

Jonathan Flores, City Manager, introduced the item.

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

**ITEM 9. CONTRACTS/AGREEMENTS**

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD CONTRACT FOR EXTERNAL AUDITING SERVICES FOR CITY OF PHARR AND COMPONENT UNITS. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (FINANCE)**

Jonathan Flores, City Manager, introduced the item and recommended awarding contract to Raul Hernandez & Company.

Comm. Carrillo **moved** to award contract to Raul Hernandez & Company. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE CONTRACT FOR NETWORK CABLING SERVICES AT CITY FACILITIES WITH TELEPRO COMMUNICATIONS FROM MISSION, TEXAS THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT NO. 230105 THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.



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

**C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE CONTRACT FOR THE ENTERTAINMENT SERVICES FOR AVOCADO FESTIVAL WITH AAE HOLDINGS INC DBA ALL AMERICAN ENTERTAINMENT FROM DURHAM, NC. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

**ITEM 10. CLOSED SESSION**

The time being 4:20 p.m., Mayor Pro Tem Chavez 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.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 4:32 p.m.

**ITEM 11. RECONVENE**

The time being 5:46 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**ITEM 7. ADMINISTRATIVE**

**A) DISCUSSION AND ACTION, IF ANY, ON CAPITAL IMPROVEMENT PROJECTS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item and stated no action was needed.

**ITEM 12. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:46 p.m.

CITY OF PHARR

MINUTES: REGULAR CALLED MEETING  
August 5, 2024

---

AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 5<sup>th</sup> DAY OF AUGUST 2024** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

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IMELDA PEREZ, CITY CLERK

APPROVED:



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 15, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Purchasing

**DIRECTOR:** Mayra Gomez

**Agenda Item:** Consideration and action, if any, authorizing City Manager to extend the Service Contract with United Healthcare (UHC) for Self-Funded Employee Health Insurance Benefit Plans, Third Party Administrative Services, Pharmacy Benefit Management, and Individual & Aggregate Stop Loss Insurance. **This item supports QL - Quality of Life.**

**Classification:** Regular

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

**Issue:** The City of Pharr would like to extend the service contract for Self-Funded Employee Health Insurance Benefit Plans, Third Party Administrative Services, Pharmacy Benefit Management, and Individual & Aggregate Stop Loss Insurance for one (1) additional year with United Healthcare (UHC). Project No. 2021-01-526-S028-088

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval to extend Service contract for Self-Funded Employee Health Insurance Benefit Plans, Third Party Administrative Services, Pharmacy Benefit Management, and Individual & Aggregate Stop Loss Insurance for one (1) additional year.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Maritza Magallan

Mayra Gomez

Ashley Melendez

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 8/15/2024

Approved - 8/15/2024

Approved - 8/15/2024

Approved - 8/15/2024

Approved - 8/15/2024

Approved - 8/16/2024

Final Approval - 8/16/2024

### ASO MEDICAL FEES

Fees assume an Average Contract Size of 1.66

| ASO Fees (PEPM)                         | Current                             | Year 1                            |
|-----------------------------------------|-------------------------------------|-----------------------------------|
| Plan Year                               | 01/01/2024<br>through<br>12/31/2024 | 1/1/2025<br>through<br>12/31/2025 |
| POS                                     | \$44.97                             | \$44.97                           |
| Commission (not included in ASO fee)    | \$15.00                             | \$15.00                           |
| Rx Rebate Credit                        | -\$37.00                            | -\$37.00                          |
| <b>Credits</b>                          |                                     |                                   |
| Administrative Credit (General Purpose) | \$2,000                             | \$2,000                           |
| Growth Credit                           | \$15,000                            | \$15,000                          |
| Wellness Credit                         | \$13,000                            | \$13,000                          |

The following services may require an additional cost as noted below:

| Additional Disease Management, Specialty and Wellness Programs<br>(Fees are on a PEPM basis unless specifically noted) | Current<br>1/1/2024<br>through<br>12/31/2024 | Year 1<br>1/1/2025<br>through<br>12/31/2025 |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------|
| <b>Disease Management Programs:</b>                                                                                    |                                              |                                             |
| Congestive Heart Failure (VOM)                                                                                         | Included in Personal Health Support          | Included in Personal Health Support         |
| Chronic Obstructive Pulmonary Disease (VOM)                                                                            |                                              |                                             |
| Coronary Artery Disease (VOM)                                                                                          |                                              |                                             |
| Diabetes Program (VOM)                                                                                                 |                                              |                                             |
| Asthma Program (VOM)                                                                                                   |                                              |                                             |
| <b>Clinical Specialty Network Programs:</b>                                                                            |                                              |                                             |
| Bariatric Resource Services (BRS)                                                                                      | Included                                     | Included                                    |
| <b>Medical Management Programs</b>                                                                                     |                                              |                                             |
| Core Medical Necessity                                                                                                 | Included                                     | Included                                    |
| <b>Physical Health Solutions:</b>                                                                                      |                                              |                                             |
| Chiropractic Network                                                                                                   | Included                                     | Included                                    |
| Physical Therapy/Occupational Therapy/Speech Therapy Network                                                           | Included                                     | Included                                    |
| Complementary Alternative Medicine (CAM) Network Management                                                            | Included                                     | Included                                    |
| <b>Other Programs/Services:</b>                                                                                        |                                              |                                             |
| TX Custom PHS 3.0                                                                                                      | Included                                     | Included                                    |
| Behavioral Health Solutions                                                                                            | Included                                     | Included                                    |
| Claim Fiduciary                                                                                                        | Included                                     | Included                                    |
| <b>Other Programs/Services (Fees collected through Bank Account):</b>                                                  |                                              |                                             |
| Child and Family Behavioral Coaching                                                                                   | N/A                                          | \$240 Per Case                              |
| Child and Family Behavioral Coaching Month 2+                                                                          | N/A                                          | \$144 Per Case                              |
| Specialist Management Solutions                                                                                        | \$1,500 Per Case                             | \$1,500 Per Case                            |
| Virtual Behavioral Coaching                                                                                            | N/A                                          | \$72 Per Session                            |
| Virtual Behavioral Coaching Weekly Call                                                                                | N/A                                          | \$55 Per Session                            |
| <b>UHC Hub Vendors:</b>                                                                                                |                                              |                                             |
| <b>Fees for the following will be collected through the Bank Account</b>                                               |                                              |                                             |
| Kaia Health                                                                                                            | \$615 Per Participant Per Year               | \$615 Per Participant Per Year              |
| Second Opinion Services                                                                                                | \$2,136 Per Case                             | \$2,136 Per Case                            |

The following are not included in the above ASO Fees:

| Additional Services                                              | Fee                             |
|------------------------------------------------------------------|---------------------------------|
| Naviguard                                                        | \$2.50 PEPM                     |
| Transplant Resource Services Transplant Cost Negotiation Program | \$8,333 per negotiation         |
| <b>Payment Integrity (Fees collected through Bank Account):</b>  |                                 |
| Enhanced Abuse and Fraud Management Program                      | 22% of recoveries               |
| Advanced Analytics and Recovery Services (AARS)                  | 24% of recoveries               |
| Credit Balance Recovery Program                                  | not to exceed 10% of recoveries |
| Hospital Bill Audit Program                                      | not to exceed 22% of savings    |
| Subrogation Services                                             | 33.3% of recoveries             |
| Injury Coordination Coverage                                     | 33.3% of recoveries             |
| Focused Claim Review                                             | 22% of savings                  |

\*The savings used to calculate the fee for Naviguard shall not exceed per employee per month.

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)

- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at \$500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- team organized around the account providing in-depth, actionable insights based on real-time data.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquiries end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – [www.employerreservices.com](http://www.employerreservices.com)
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

### Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:
  - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 780
  - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 1.66.
  - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
  - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
  - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
  - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
  - As otherwise permitted in our Administrative Services Agreement
- Our quotation excludes the processing of runoff claims upon the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.
- Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.
- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for CITY OF PHARR and our other ASO customers result in significant reductions to the rebate level.
- CITY OF PHARR will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are included.
- The contract language for disclosing commission – based arrangements is as follows: You have requested us to pay certain broker or vendor commissions and/or fees on your behalf. The fee/commission shall be \$15.00 PEPM as set by you, and paid on a monthly basis until we receive written instructions from you to cease making the monthly payment. In connection therewith, you have determined to pay these commissions and/or fees to us as a part of our monthly administration fee and authorize us to forward payment directly to the broker or vendor. You will provide us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The decision to pay commissions or similar fees to a third party (i.e., broker), and responsibility for funding such payments, are yours.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility
- United will provide a Growth Credit, Wellness Credit, Administrative Credit (General Purpose) to help CITY OF PHARR mitigate costs associated with associated with an administrative service provider change, additional wellness services from United, administration of the plan  
These credits are available as follows:
  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - CITY OF PHARR's enrollment with United must always exceed 702 Employees.
  - Credits must be used between 01/01/2025 and 01/01/2026. Any Credits not used during this time period are forfeit.
  - Upon request from CITY OF PHARR, a credit will be issued in United's fee billing system.
  - Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
  - If CITY OF PHARR terminates the Agreement prior to 12/31/2025, CITY OF PHARR will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, CITY OF PHARR will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
  - If during the course of the first year unforeseen or additional expense items arise related to the CITY OF PHARR implementation, UHC reserves the right to use a portion of this credit to offset such expenses.
- CITY OF PHARR acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United, and United disclaims any performance or financial return guarantees made by those third-party vendors. CITY OF PHARR agrees that United is not responsible or liable in any way for such performance or financial return guarantees.

A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service.

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|                           |                               |
|---------------------------|-------------------------------|
|                           | <b>Plan 1</b>                 |
|                           | <b>Current Plan</b>           |
| Plan Name                 | Choice Plus PPO               |
| Product                   | Choice +                      |
| Multiple Option with:     | N/A                           |
| HRA or HSA                | No                            |
|                           | <b>Network</b>                |
| Office Copay (PCP/SPC)    | PCP \$35, SPC \$35            |
| Other Copays (IP/UC/ER)   | IP N/A, UC \$40, ER \$125+20% |
| Deductible (Indiv/Fam)    | \$750/\$1500                  |
| Coinsurance               | 80%                           |
| Out-of-Pocket (Indiv/Fam) | \$2000/\$4000                 |
| Pharmacy Plan             | \$15/30/45; 2x                |
|                           | <b>Out of Network</b>         |
| Deductible (Indiv/Fam)    | \$3000/\$9000                 |
| Coinsurance               | 60%                           |
| Out-of-Pocket (Indiv/Fam) | \$4000/\$12,000               |
|                           | <b>Projected Claims</b>       |
| Assumed Enrollment        | 780                           |

*\*Medical and Pharmacy Plan Design provided highlights the core plan design features. The Summary Plan Description will provide full plan design.  
Note: Expected and Maximum claims are based on Stop Loss Option 1 illustrated in the Stop Loss Exhibit.*

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The Standard Medical Service Fees (excluding Optional and Non-Standard Fees) and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to Customer's Service Fees in accordance with the arrangements set forth below unless otherwise noted.

Unless otherwise specified, these arrangements apply to pharmacy benefits and are effective for the period beginning 01/01/2025 and ending on 12/31/2025 (each twelve month period is a "Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

The arrangements will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date the Agreement is signed by both parties. In the event these arrangements become effective later than the effective date of the Guarantee Period the arrangements will commence with the Agreement Period during which the Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, pandemic, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new arrangements for the subsequent Guarantee Period. If United specifies new arrangements, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

| Pharmacy Financials            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                    |                    |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|
| Definition                     | Pharmacy rate guarantees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                    |                    |
| Measurement and Criteria       | 01/01/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                    |                    |
| Measurement and Criteria       | <b>Combined Discount Guarantee - Broad Network</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                    |                    |
|                                | Retail Brand, Average Wholesale Price (AWP) less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                    | 19.00%             |
|                                | Retail Brand -- 90 Day Supply, AWP less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                    | 23.00%             |
|                                | Retail Generic - 30 and 90 Day Supply, AWP less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                    | 83.00%             |
|                                | Mail Order Brand, AWP less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                    | 24.50%             |
|                                | Mail Order Generic, AWP less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                    | 84.00%             |
|                                | The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    |                    |
|                                | <b>Dispensing Fees - Broad Network</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                    |                    |
|                                | Retail Brand - 30 Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                    | \$0.56             |
|                                | Retail Brand -- 90 Day Supply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                    | \$0.19             |
|                                | Retail Generic - 30 Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                    | \$0.56             |
|                                | Retail Generic -- 90 Day Supply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                    | \$0.19             |
|                                | Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |                    |                    |
|                                | <b>Fixed Rebate Guarantee (Advantage PDL)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                    |                    |
|                                | Basis, per script                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    | Brand              |                    |
|                                | Retail - 30 and 90 Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                    | \$65.34            |
|                                | Mail Order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                    | \$308.42           |
|                                | Specialty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Included In Retail | Included In Retail | Included In Retail |
|                                | <b>Credits and Allowances</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                    |                    |
|                                | Administrative Fee Credit (PEPM)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                    | \$37.00            |
| Level                          | Customer Specific                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |                    |                    |
| Period                         | Annually                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                    |                    |
| Payment Period                 | Annually                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                    |                    |
| Payment Amount Discounts       | -- The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                    |                    |
| Payment Amount Dispensing Fees | -- The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                    |                    |
| Payment Amount Rebates         | -- The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                    |                    |
| Conditions                     | <b>Discount &amp; Dispense Fee Specific Conditions</b> <ul style="list-style-type: none"> <li>Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.</li> <li>Does not apply to items covered under the Plan for which no AWP measure exists.</li> <li>Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP.</li> </ul> Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. |                    |                    |                    |

- The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.
- The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims.
- The Arrangement includes veterans' affairs facility claims.
- The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.
- The Mail Order guarantee includes drugs dispensed for 46 days or greater; claims with less than 46 days supply are reconciled at retail.
- When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.
- Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

#### **Rebate Specific Conditions**

- Assumes implementation of United's Advantage PDL
  - Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.
  - Calculation of the guaranteed rebate amount will exclude ineligible claims including:
    - claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
    - claims approved by formulary exception
    - claims not covered by Customer's benefit design or PDL
    - claims receiving 340B pricing
    - long term care pharmacy claims
    - federal government pharmacy claims
    - claims for non-FDA approved products
    - compound drug claims
    - direct member reimbursement claims
  - Over-the-counter and repackaged drugs are excluded from the claim counts; Insulins are not excluded.
  - Devices are excluded from the claim counts; Test Strips are not excluded.
  - Multisource brand drugs are excluded from the claim counts.
  - Vaccines are excluded from the claim counts.
  - Limited distribution drugs are excluded from the claim counts
  - Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.
  - The Rebate guarantees and any Administrative Fee Credits funded by retained Rebates set forth herein do not incorporate the impact of the elimination of the Average Manufacturer's Price (AMP) Cap pursuant to the American Rescue Plan Act of 2021. United reserves the right to modify or eliminate any Rebate guarantees and Administrative Fee Credits once it has been able to determine that impact and the resulting changes to Rebates received from pharmaceutical manufacturers.
- United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:
- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
  - in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
  - if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
  - United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
  - Specialty rebates are included in the guaranteed retail per-script rebates above.

- Manufacturer Administrative Fees are the administrative fees paid by drug manufacturers to United's PBM affiliate as consideration for maintaining systems and processes necessary for managing and administering Rebate programs. Manufacturer Administrative Fees are included in the guaranteed rebate arrangement.

- If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

#### **Credits and Allowances**

- Administrative Fee Credit: In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

#### **General Conditions**

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2025 through 12/31/2025 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

- Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

- Pricing and guarantees assume enrollment of 780 Employees and 1,296 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

- The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

- All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

- United shall on Customer's behalf, administer a fee ("Consultant Fee") to be paid to HonestRx ("Consultant"). The Consultant Fees are included in Customer's pharmacy financial terms. United shall provide Consultant with a monthly payment for all Consultant Fees collected in the amount of \$4.00 PMPM and an annual \$10,000.00 Audit Budget. The Customer acknowledges there is a contract between Customer and Consultant. Therefore, in the event that there is a dispute between Customer and Consultant over continuing to make the Consultant Fee payment(s) or in the delivery of consulting services, Customer shall hold United harmless in such disputes. In the event of any change whatsoever in the Consultant Fee, Customer shall immediately notify United of such change and United may propose changes to the pharmacy financial terms.

- In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement.

- United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

#### **Brand / Generic Reconciliation Definition**

- **Brand Drug:** An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee, set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria:

- Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N.

- **Generic Drug:** An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria:

- Medi-Span Multi-Source Code ("MSC") is equal to Y.

TRRX (05/2024)

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees) and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to Customer's Service Fees in accordance with the arrangements set forth below unless otherwise noted.

Unless otherwise specified, these arrangements apply to pharmacy benefits and are effective for the period beginning 01/01/2025 and ending on 12/31/2025 (each twelve month period is a "Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

The arrangements will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date the Agreement is signed by both parties. In the event these arrangements become effective later than the effective date of the Guarantee Period the arrangements will commence with the Agreement Period during which the Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, pandemic, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new arrangements for the subsequent Guarantee Period. If United specifies new arrangements, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

| Specialty Pharmacy                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                                  |                         |             |               |                                  |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-------------------------|-------------|---------------|----------------------------------|
| Specialty Pharmacy Discount Guarantee |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                                  |                         |             |               |                                  |
| Definition                            | Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |                                  |                         |             |               |                                  |
| Measurement                           | Listed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |                                  |                         | 01/01/2025  |               |                                  |
|                                       | All Include LDD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                                  |                         | 17.00%      |               |                                  |
|                                       | Unlisted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |                                  |                         | 01/01/2025  |               |                                  |
|                                       | All Include LDD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                                  |                         | 14.00%      |               |                                  |
| Criteria                              | Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of listed specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount target to determine the overall discount target dollars.<br>The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate unlisted discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |                                  |                         |             |               |                                  |
| Level                                 | Customer Specific                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |                                  |                         |             |               |                                  |
| Period                                | Annual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |                                  |                         |             |               |                                  |
| Payment Period                        | Annual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |                                  |                         |             |               |                                  |
| Payment Amount                        | The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |                                  |                         |             |               |                                  |
| Conditions                            | <ul style="list-style-type: none"><li>• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li><li>• Specialty drugs dispensed outside United's specialty Pharmacy Network and drugs for which no AWP measure exists are excluded.</li><li>• Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order).</li><li>• Limited Distribution (LDD) status is subject to change based on manufacturer decision.</li><li>• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.</li><li>• United reserves the right to revise or revoke this guarantee if:<ul style="list-style-type: none"><li>a) material changes in federal, state or other applicable law or regulation require modifications;</li><li>b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee;</li><li>c) Customer makes benefit changes that impact the guarantee;</li><li>d) there is a material industry change in pricing methodologies resulting in a new source or benchmark;</li></ul></li><li>• On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.</li></ul> |               |                                  |                         |             |               |                                  |
| Specialty Drug Category               | Drug Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LDD Indicator | Included/Excluded From Guarantee | Specialty Drug Category | Drug Name   | LDD Indicator | Included/Excluded From Guarantee |
| ANEMIA                                | ARANESP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No            | Included                         | INFLAMMATORY CONDITIONS | HULIO       | No            | Included                         |
| ANEMIA                                | EPOGEN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No            | Included                         | INFLAMMATORY CONDITIONS | HUMIRA      | No            | Included                         |
| ANEMIA                                | PROCRT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No            | Included                         | INFLAMMATORY CONDITIONS | HYRIMOZ     | No            | Included                         |
| ANEMIA                                | RETACRIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No            | Included                         | INFLAMMATORY CONDITIONS | IDACIO      | No            | Included                         |
| ANTICONVULSANT                        | DIACOMIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | ILUMYA      | No            | Included                         |
| ANTICONVULSANT                        | EPIDIOLEX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes           | Included                         | INFLAMMATORY CONDITIONS | KEYZARA     | No            | Included                         |
| ANTICONVULSANT                        | FINTEPLA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | KINERET     | Yes           | Included                         |
| ANTICONVULSANT                        | ZTALMY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes           | Included                         | INFLAMMATORY CONDITIONS | OLUMIANT    | Yes           | Included                         |
| ANTIHYPERLIPIDEMIC                    | JUXTAPID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | OPZELURA    | No            | Included                         |
| ANTI-INFECTIVE                        | ARIKAYCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | ORENCIA     | No            | Included                         |
| ANTI-INFECTIVE                        | DARAPRIM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | OTEZLA      | No            | Included                         |
| ANTI-INFECTIVE                        | PYRIMETHAMINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | No            | Included                         | INFLAMMATORY CONDITIONS | RIDAURA     | No            | Included                         |
| ANTIVIRAL                             | LIVTENCITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes           | Included                         | INFLAMMATORY CONDITIONS | RINVOQ      | No            | Included                         |
| ASTHMA                                | FASENRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes           | Included                         | INFLAMMATORY CONDITIONS | SILIQ       | Yes           | Included                         |
| ASTHMA                                | NUCALA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes           | Included                         | INFLAMMATORY CONDITIONS | SIMPONI     | No            | Included                         |
| ASTHMA                                | XOLAIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes           | Included                         | INFLAMMATORY CONDITIONS | SKYRIZI     | No            | Included                         |
| CARDIOVASCULAR                        | CAMZYOS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes           | Included                         | INFLAMMATORY CONDITIONS | SOTYKTU     | No            | Included                         |
| CARDIOVASCULAR                        | DROXIDOPA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No            | Included                         | INFLAMMATORY CONDITIONS | STELARA     | No            | Included                         |
| CARDIOVASCULAR                        | NORTHERA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | TALTZ       | No            | Included                         |
| CARDIOVASCULAR                        | VYNDAMAX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | TREMFYA     | No            | Included                         |
| CARDIOVASCULAR                        | VYNDAQEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | VELSIPITY   | No            | Included                         |
| CNS AGENTS                            | AUSTEDO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No            | Included                         | INFLAMMATORY CONDITIONS | XELJANZ     | No            | Included                         |
| CNS AGENTS                            | DAYBUE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes           | Included                         | INFLAMMATORY CONDITIONS | XELJANZ XR  | No            | Included                         |
| CNS AGENTS                            | ENSPRYNG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | YUFLYMA     | No            | Included                         |
| CNS AGENTS                            | EXSERVAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | INFLAMMATORY CONDITIONS | YUSIMRY     | No            | Included                         |
| CNS AGENTS                            | FIRDAPSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | IRON OVERLOAD           | DEFERASIROX | Yes           | Included                         |
| CNS AGENTS                            | HETLIOZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes           | Included                         | IRON OVERLOAD           | DEFERIPRONE | No            | Included                         |
| CNS AGENTS                            | INGREZZA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | IRON OVERLOAD           | EXJADE      | Yes           | Included                         |
| CNS AGENTS                            | RADICAVA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | IRON OVERLOAD           | FERRIPROX   | Yes           | Included                         |
| CNS AGENTS                            | RELYVRIO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes           | Included                         | IRON OVERLOAD           | JADENU      | No            | Included                         |
| CNS AGENTS                            | RILUTEK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No            | Included                         | KIDNEY DISEASE          | TARPEYO     | Yes           | Included                         |
| CNS AGENTS                            | RILUZOLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No            | Included                         | LIVER DISEASE           | OCALIVA     | Yes           | Included                         |

|                   |                       |     |          |                        |                   |     |          |
|-------------------|-----------------------|-----|----------|------------------------|-------------------|-----|----------|
| CNS AGENTS        | SABRIL                | Yes | Included | MONOCLONAL ANTIBODY    | BENLYSTA          | Yes | Included |
| CNS AGENTS        | SKYCLARYS             | Yes | Included | MISCELLANEOUS          | SPRAVATO          | No  | Included |
| CNS AGENTS        | SODIUM OXYBATE        | Yes | Included | MOOD DISORDER DRUGS    | AMPYRA            | No  | Included |
| CNS AGENTS        | TASIMELTEON           | Yes | Included | MULTIPLE SCLEROSIS     | AUBAGIO           | No  | Included |
| CNS AGENTS        | TETRABENAZINE         | No  | Included | MULTIPLE SCLEROSIS     | AVONEX            | No  | Included |
| CNS AGENTS        | TIGLUTIK              | Yes | Included | MULTIPLE SCLEROSIS     | BAFIERTAM         | Yes | Included |
| CNS AGENTS        | VIGABATRIN            | No  | Included | MULTIPLE SCLEROSIS     | BETASERON         | No  | Included |
| CNS AGENTS        | VIGADRONE             | Yes | Included | MULTIPLE SCLEROSIS     | COPAXONE          | No  | Included |
| CNS AGENTS        | XENAZINE              | Yes | Included | MULTIPLE SCLEROSIS     | DALFAMPRIDIN      | No  | Included |
| CNS AGENTS        | XYREM                 | Yes | Included | MULTIPLE SCLEROSIS     | DIMETHYL FUMARATE | No  | Included |
| CNS AGENTS        | XYWAV                 | Yes | Included | MULTIPLE SCLEROSIS     | EXTAVIA           | No  | Included |
| CYSTIC FIBROSIS   | BETHKIS               | No  | Included | MULTIPLE SCLEROSIS     | FINGOLIMOD        | No  | Included |
| CYSTIC FIBROSIS   | BRONCHITOL            | Yes | Included | MULTIPLE SCLEROSIS     | GILENYA           | No  | Included |
| CYSTIC FIBROSIS   | CAYSTON               | Yes | Included | MULTIPLE SCLEROSIS     | GLATIRAMER        | No  | Included |
| CYSTIC FIBROSIS   | KALYDECO              | Yes | Included | MULTIPLE SCLEROSIS     | GLATOPA           | No  | Included |
| CYSTIC FIBROSIS   | KITABIS PAK           | No  | Included | MULTIPLE SCLEROSIS     | KESIMPTA          | No  | Included |
| CYSTIC FIBROSIS   | ORKAMBI               | Yes | Included | MULTIPLE SCLEROSIS     | MAVENCLAD         | Yes | Included |
| CYSTIC FIBROSIS   | PULMOZYME             | No  | Included | MULTIPLE SCLEROSIS     | MAYZENT           | No  | Included |
| CYSTIC FIBROSIS   | SYMDEKO               | Yes | Included | MULTIPLE SCLEROSIS     | PLEGRIDY          | Yes | Included |
| CYSTIC FIBROSIS   | TOBI                  | No  | Included | MULTIPLE SCLEROSIS     | PONVORY           | Yes | Included |
| CYSTIC FIBROSIS   | TOBI PODHALER         | No  | Included | MULTIPLE SCLEROSIS     | REBIF             | No  | Included |
| CYSTIC FIBROSIS   | TOBRAMYCIN            | No  | Included | MULTIPLE SCLEROSIS     | REBIF REBIDOSE    | No  | Included |
| CYSTIC FIBROSIS   | TRIKAFTA              | Yes | Included | MULTIPLE SCLEROSIS     | TASCENSO          | Yes | Included |
| DERMATOLOGIC      | LITFULO               | Yes | Included | MULTIPLE SCLEROSIS     | TECFIDERA         | No  | Included |
| ENDOCRINE         | BETAINE               | Yes | Included | MULTIPLE SCLEROSIS     | TERIFLUNOMIDE     | No  | Included |
| ENDOCRINE         | BUPHENYL              | No  | Included | MULTIPLE SCLEROSIS     | VUMERITY          | Yes | Included |
| ENDOCRINE         | CHEMODAL              | Yes | Included | MULTIPLE SCLEROSIS     | ZEPOSIA           | Yes | Included |
| ENDOCRINE         | CORTROPHIN            | Yes | Included | MUSCULOSKELETAL AGENTS | EVRYSDI           | Yes | Included |
| ENDOCRINE         | CUPRIMINE             | No  | Included | MUSCULOSKELETAL AGENTS | VOXZOGO           | Yes | Included |
| ENDOCRINE         | CUVRIOR               | Yes | Included | NARCOLEPSY             | LUMRYZ            | Yes | Included |
| ENDOCRINE         | CYSTADANE             | Yes | Included | NARCOLEPSY             | WAKIX             | Yes | Included |
| ENDOCRINE         | CYSTADROPS            | Yes | Included | NEUTROPENIA            | FULPHILA          | No  | Included |
| ENDOCRINE         | CYSTARAN              | Yes | Included | NEUTROPENIA            | FYLNETRA          | No  | Included |
| ENDOCRINE         | DEPEN TITRATABS       | No  | Included | NEUTROPENIA            | GRANIX            | No  | Included |
| ENDOCRINE         | DICHLORPHENAMIDE      | Yes | Included | NEUTROPENIA            | LEUKINE           | No  | Included |
| ENDOCRINE         | EGRIFTA               | Yes | Included | NEUTROPENIA            | NEULASTA          | No  | Included |
| ENDOCRINE         | FIRMAGON              | No  | Included | NEUTROPENIA            | NEUPOGEN          | No  | Included |
| ENDOCRINE         | GATTEX                | Yes | Included | NEUTROPENIA            | NIVESTYM          | No  | Included |
| ENDOCRINE         | H.P. ACTHAR           | Yes | Included | NEUTROPENIA            | NYVEPRIA          | No  | Included |
| ENDOCRINE         | IMCIVREE              | Yes | Included | NEUTROPENIA            | UDENYCA           | No  | Included |
| ENDOCRINE         | ISTURISA              | Yes | Included | NEUTROPENIA            | ZARXIO            | No  | Included |
| ENDOCRINE         | JAVYGTOR              | Yes | Included | NEUTROPENIA            | ZIEXTENZO         | No  | Included |
| ENDOCRINE         | JYNARQUE              | Yes | Included | ONCOLOGY - INJECTABLE  | ELIGARD           | No  | Included |
| ENDOCRINE         | KEVEYIS               | Yes | Included | ONCOLOGY - INJECTABLE  | INTRON A          | Yes | Included |
| ENDOCRINE         | KORLYM                | Yes | Included | ONCOLOGY - INJECTABLE  | LEUPROLIDE        | No  | Included |
| ENDOCRINE         | KUVAN                 | Yes | Included | ONCOLOGY - INJECTABLE  | SYNTRIBO          | Yes | Included |
| ENDOCRINE         | LANREOTIDE            | No  | Included | ONCOLOGY - ORAL        | ABIRATERONE       | No  | Included |
| ENDOCRINE         | MYALEPT               | Yes | Included | ONCOLOGY - ORAL        | AFINITOR          | No  | Included |
| ENDOCRINE         | MYCAPSSA              | Yes | Included | ONCOLOGY - ORAL        | AFINITOR DISPERZ  | No  | Included |
| ENDOCRINE         | NATPARA               | Yes | Included | ONCOLOGY - ORAL        | ALECENSA          | Yes | Included |
| ENDOCRINE         | OCTREOTIDE ACETATE    | No  | Included | ONCOLOGY - ORAL        | ALKERAN           | No  | Included |
| ENDOCRINE         | PENICILLAMINE         | No  | Included | ONCOLOGY - ORAL        | ALUNBRIG          | Yes | Included |
| ENDOCRINE         | PHEBURANE             | Yes | Included | ONCOLOGY - ORAL        | AYYAKIT           | Yes | Included |
| ENDOCRINE         | PROCYBSI              | Yes | Included | ONCOLOGY - ORAL        | BALVERSA          | Yes | Included |
| ENDOCRINE         | RAVICTI               | Yes | Included | ONCOLOGY - ORAL        | BEXAROTENE        | No  | Included |
| ENDOCRINE         | RECORLEV              | Yes | Included | ONCOLOGY - ORAL        | BOSULIF           | Yes | Included |
| ENDOCRINE         | SAMSCA                | Yes | Included | ONCOLOGY - ORAL        | BRAFTOVI          | Yes | Included |
| ENDOCRINE         | SANDOSTATIN           | No  | Included | ONCOLOGY - ORAL        | BRUKINSA          | Yes | Included |
| ENDOCRINE         | SAPROPTERIN           | Yes | Included | ONCOLOGY - ORAL        | CABOMETYX         | Yes | Included |
| ENDOCRINE         | SIGNIFOR              | Yes | Included | ONCOLOGY - ORAL        | CALQUENCE         | Yes | Included |
| ENDOCRINE         | SODIUM PHENYLBUTYRATE | No  | Included | ONCOLOGY - ORAL        | CAPECITABINE      | No  | Included |
| ENDOCRINE         | SOMATULINE DEPOT      | No  | Included | ONCOLOGY - ORAL        | CAPRELSA          | Yes | Included |
| ENDOCRINE         | SOMAVERT              | Yes | Included | ONCOLOGY - ORAL        | COMETRIQ          | Yes | Included |
| ENDOCRINE         | SYPRINE               | No  | Included | ONCOLOGY - ORAL        | COPIKTRA          | Yes | Included |
| ENDOCRINE         | THIOLA                | Yes | Included | ONCOLOGY - ORAL        | COTELLIC          | Yes | Included |
| ENDOCRINE         | TIOPRONIN             | No  | Included | ONCOLOGY - ORAL        | DAURISMO          | Yes | Included |
| ENDOCRINE         | TOLVAPTAN             | No  | Included | ONCOLOGY - ORAL        | ERIVEDGE          | Yes | Included |
| ENDOCRINE         | TRIENTINE             | No  | Included | ONCOLOGY - ORAL        | ERLEADA           | No  | Included |
| ENDOCRINE         | XERMELO               | Yes | Included | ONCOLOGY - ORAL        | ERLOTINIB         | Yes | Included |
| ENDOCRINE         | XURIDEN               | Yes | Included | ONCOLOGY - ORAL        | ETOPOSIDE         | No  | Included |
| ENZYME DEFICIENCY | CARBAGLU              | Yes | Included | ONCOLOGY - ORAL        | EVEROLIMUS        | No  | Included |
| ENZYME DEFICIENCY | CARGLUMIC             | Yes | Included | ONCOLOGY - ORAL        | EXKIVITY          | Yes | Included |
| ENZYME DEFICIENCY | CHOLBAM               | Yes | Included | ONCOLOGY - ORAL        | FARYDAK           | Yes | Included |
| ENZYME DEFICIENCY | CYSTAGON              | Yes | Included | ONCOLOGY - ORAL        | FOTIVDA           | Yes | Included |
| ENZYME DEFICIENCY | GALAFOLD              | Yes | Included | ONCOLOGY - ORAL        | GAVRETO           | Yes | Included |
| ENZYME DEFICIENCY | MIGLUSTAT             | No  | Included | ONCOLOGY - ORAL        | GEFITINIB         | No  | Included |
| ENZYME DEFICIENCY | NITISINONE            | No  | Included | ONCOLOGY - ORAL        | GILOTRIF          | Yes | Included |
| ENZYME DEFICIENCY | NITYR                 | Yes | Included | ONCOLOGY - ORAL        | GLEEVEC           | No  | Included |
| ENZYME DEFICIENCY | ORFADIN               | Yes | Included | ONCOLOGY - ORAL        | GLEOSTINE         | No  | Included |
| ENZYME DEFICIENCY | PALYNZIQ              | Yes | Included | ONCOLOGY - ORAL        | HYCAMTIN          | No  | Included |
| ENZYME DEFICIENCY | STRENSIQ              | Yes | Included | ONCOLOGY - ORAL        | IBRANCE           | Yes | Included |
| ENZYME DEFICIENCY | SUCRAID               | Yes | Included | ONCOLOGY - ORAL        | ICLUSIG           | Yes | Included |
| ENZYME DEFICIENCY | TEGSEDI               | Yes | Included | ONCOLOGY - ORAL        | IDHIFA            | No  | Included |
| ENZYME DEFICIENCY | ZAVESCA               | Yes | Included | ONCOLOGY - ORAL        | IMATINIB MESYLATE | No  | Included |



|                           |                          |     |          |                 |                |     |          |
|---------------------------|--------------------------|-----|----------|-----------------|----------------|-----|----------|
| GASTROINTESTINAL AGENTS   | VOWST                    | Yes | Included | ONCOLOGY - ORAL | IMBRUVICA      | Yes | Included |
| GAUCHERS DISEASE          | CERDELGA                 | Yes | Included | ONCOLOGY - ORAL | INLYTA         | Yes | Included |
| GENETIC DISORDER          | DOJOLVI                  | Yes | Included | ONCOLOGY - ORAL | INOOVI         | Yes | Included |
| GENETIC DISORDER          | VJOICE                   | No  | Included | ONCOLOGY - ORAL | INREBIC        | Yes | Included |
| GENETIC DISORDER          | ZOKINVY                  | Yes | Included | ONCOLOGY - ORAL | IRESSA         | No  | Included |
| GROWTH HORMONE DEFICIENCY | GENOTROPIN               | No  | Included | ONCOLOGY - ORAL | JAKAFI         | Yes | Included |
| GROWTH HORMONE DEFICIENCY | HUMATROPE                | No  | Included | ONCOLOGY - ORAL | JAYPIRCA       | Yes | Included |
| GROWTH HORMONE DEFICIENCY | INCRELEX                 | Yes | Included | ONCOLOGY - ORAL | KISQALI        | No  | Included |
| GROWTH HORMONE DEFICIENCY | NGENLA                   | No  | Included | ONCOLOGY - ORAL | KISQALI FEMARA | No  | Included |
| GROWTH HORMONE DEFICIENCY | NORDITROPIN              | No  | Included | ONCOLOGY - ORAL | KOSELUGO       | Yes | Included |
| GROWTH HORMONE DEFICIENCY | NUTROPIN AQ              | No  | Included | ONCOLOGY - ORAL | KRAZATI        | Yes | Included |
| GROWTH HORMONE DEFICIENCY | OMNITROPE                | No  | Included | ONCOLOGY - ORAL | LAPATINIB      | No  | Included |
| GROWTH HORMONE DEFICIENCY | SAIZEN                   | No  | Included | ONCOLOGY - ORAL | LENALIDOMIDE   | Yes | Included |
| GROWTH HORMONE DEFICIENCY | SEROSTIM                 | Yes | Included | ONCOLOGY - ORAL | LENVIMA        | Yes | Included |
| GROWTH HORMONE DEFICIENCY | SKYTROFA                 | No  | Included | ONCOLOGY - ORAL | LONSURF        | Yes | Included |
| GROWTH HORMONE DEFICIENCY | SOGROYA                  | No  | Included | ONCOLOGY - ORAL | LORBRENA       | Yes | Included |
| GROWTH HORMONE DEFICIENCY | ZOMACTON                 | No  | Included | ONCOLOGY - ORAL | LUMAKRAS       | Yes | Included |
| GROWTH HORMONE DEFICIENCY | ZORBTIVE                 | Yes | Included | ONCOLOGY - ORAL | LYNPARZA       | Yes | Included |
| HEMATOLOGIC               | BERINERT                 | Yes | Included | ONCOLOGY - ORAL | MATULANE       | Yes | Included |
| HEMATOLOGIC               | CABLIVI                  | Yes | Included | ONCOLOGY - ORAL | MEKINIST       | Yes | Included |
| HEMATOLOGIC               | CINRYZE                  | Yes | Included | ONCOLOGY - ORAL | MEKTOVI        | Yes | Included |
| HEMATOLOGIC               | DOPTELET                 | Yes | Included | ONCOLOGY - ORAL | MELPHALAN      | No  | Included |
| HEMATOLOGIC               | EMPAVELI                 | Yes | Included | ONCOLOGY - ORAL | MESNEX         | No  | Included |
| HEMATOLOGIC               | FIRAZYR                  | Yes | Included | ONCOLOGY - ORAL | NERLYNX        | Yes | Included |
| HEMATOLOGIC               | HAEGARDA                 | Yes | Included | ONCOLOGY - ORAL | NEXAVAR        | Yes | Included |
| HEMATOLOGIC               | ICATIBANT                | Yes | Included | ONCOLOGY - ORAL | NILANDRON      | No  | Included |
| HEMATOLOGIC               | MOZOBI                   | No  | Included | ONCOLOGY - ORAL | NILUTAMIDE     | No  | Included |
| HEMATOLOGIC               | MULPLETA                 | No  | Included | ONCOLOGY - ORAL | NINLARO        | No  | Included |
| HEMATOLOGIC               | OXBRYTA                  | Yes | Included | ONCOLOGY - ORAL | NUBEQA         | Yes | Included |
| HEMATOLOGIC               | PLERIXAFOR               | No  | Included | ONCOLOGY - ORAL | ODOMZO         | No  | Included |
| HEMATOLOGIC               | PROMACTA                 | Yes | Included | ONCOLOGY - ORAL | ONUREG         | No  | Included |
| HEMATOLOGIC               | REZUROCK                 | Yes | Included | ONCOLOGY - ORAL | ORGOVYX        | Yes | Included |
| HEMATOLOGIC               | RUCONEST                 | Yes | Included | ONCOLOGY - ORAL | ORSERDU        | Yes | Included |
| HEMATOLOGIC               | SAJAZIR                  | Yes | Included | ONCOLOGY - ORAL | PAZOPANIB      | Yes | Included |
| HEMATOLOGIC               | TAKHZYRO                 | Yes | Included | ONCOLOGY - ORAL | PEMAZYRE       | Yes | Included |
| HEMATOLOGIC               | TAVALISSE                | Yes | Included | ONCOLOGY - ORAL | PIQRAY         | No  | Included |
| HEMOPHILIA - INFUSED      | ADVATE                   | No  | Included | ONCOLOGY - ORAL | POMALYST       | Yes | Included |
| HEMOPHILIA - INFUSED      | ADYNOVATE                | No  | Included | ONCOLOGY - ORAL | PURIXAN        | No  | Included |
| HEMOPHILIA - INFUSED      | AFSTYLA                  | No  | Included | ONCOLOGY - ORAL | PYRUKYND       | Yes | Included |
| HEMOPHILIA - INFUSED      | ALPHANATE/VON WILLEBRAND | No  | Included | ONCOLOGY - ORAL | QINLOCK        | Yes | Included |
| HEMOPHILIA - INFUSED      | ALPHANINE SD             | No  | Included | ONCOLOGY - ORAL | RETEVMO        | Yes | Included |
| HEMOPHILIA - INFUSED      | ALPROLIX                 | No  | Included | ONCOLOGY - ORAL | REVLIMID       | Yes | Included |
| HEMOPHILIA - INFUSED      | ALTUVIIIO                | No  | Included | ONCOLOGY - ORAL | ROZLYTREK      | No  | Included |
| HEMOPHILIA - INFUSED      | BENEFIX                  | No  | Included | ONCOLOGY - ORAL | RUBRACA        | Yes | Included |
| HEMOPHILIA - INFUSED      | COAGADEX                 | Yes | Included | ONCOLOGY - ORAL | RYDAPT         | No  | Included |
| HEMOPHILIA - INFUSED      | CORIFACT                 | No  | Included | ONCOLOGY - ORAL | SCEMBLIX       | No  | Included |
| HEMOPHILIA - INFUSED      | ELOCTATE                 | No  | Included | ONCOLOGY - ORAL | SORAFENIB      | No  | Included |
| HEMOPHILIA - INFUSED      | ESPEROCT                 | No  | Included | ONCOLOGY - ORAL | SPRYCEL        | No  | Included |
| HEMOPHILIA - INFUSED      | FEIBA                    | No  | Included | ONCOLOGY - ORAL | STIVARGA       | Yes | Included |
| HEMOPHILIA - INFUSED      | HEMOPIL M                | No  | Included | ONCOLOGY - ORAL | SUNITINIB      | Yes | Included |
| HEMOPHILIA - INFUSED      | HUMATE-P                 | No  | Included | ONCOLOGY - ORAL | SUTENT         | Yes | Included |
| HEMOPHILIA - INFUSED      | IDELVION                 | No  | Included | ONCOLOGY - ORAL | TABLOID        | No  | Included |
| HEMOPHILIA - INFUSED      | IXINITY                  | No  | Included | ONCOLOGY - ORAL | TABRECTA       | No  | Included |
| HEMOPHILIA - INFUSED      | JIVI                     | No  | Included | ONCOLOGY - ORAL | TAFINLAR       | Yes | Included |
| HEMOPHILIA - INFUSED      | KOATE                    | No  | Included | ONCOLOGY - ORAL | TAGRISSE       | Yes | Included |
| HEMOPHILIA - INFUSED      | KOATE-DVI                | No  | Included | ONCOLOGY - ORAL | TALZENNA       | Yes | Included |
| HEMOPHILIA - INFUSED      | KOGENATE FS              | No  | Included | ONCOLOGY - ORAL | TARCEVA        | Yes | Included |
| HEMOPHILIA - INFUSED      | KOVALTRY                 | No  | Included | ONCOLOGY - ORAL | TARGETIN       | No  | Included |
| HEMOPHILIA - INFUSED      | MONONINE                 | No  | Included | ONCOLOGY - ORAL | TASIGNA        | Yes | Included |
| HEMOPHILIA - INFUSED      | NOVOEIGHT                | No  | Included | ONCOLOGY - ORAL | TAZVERIK       | Yes | Included |
| HEMOPHILIA - INFUSED      | NOVOSEVEN RT             | No  | Included | ONCOLOGY - ORAL | TEMODAR        | No  | Included |
| HEMOPHILIA - INFUSED      | NUWIQ                    | No  | Included | ONCOLOGY - ORAL | TEMOZOLOMIDE   | No  | Included |
| HEMOPHILIA - INFUSED      | PROFILNINE               | No  | Included | ONCOLOGY - ORAL | TEPMETKO       | Yes | Included |
| HEMOPHILIA - INFUSED      | REBINYN                  | No  | Included | ONCOLOGY - ORAL | THALOMID       | Yes | Included |
| HEMOPHILIA - INFUSED      | RECOMBINATE              | No  | Included | ONCOLOGY - ORAL | TIBSOVO        | Yes | Included |
| HEMOPHILIA - INFUSED      | RIXUBIS                  | No  | Included | ONCOLOGY - ORAL | TRETINOIN      | No  | Included |
| HEMOPHILIA - INFUSED      | SEVENFACT                | No  | Included | ONCOLOGY - ORAL | TRUSELTIQ      | Yes | Included |
| HEMOPHILIA - INFUSED      | TRETEN                   | Yes | Included | ONCOLOGY - ORAL | TUKYSA         | Yes | Included |
| HEMOPHILIA - INFUSED      | VONVENDI                 | Yes | Included | ONCOLOGY - ORAL | TURALIO        | Yes | Included |
| HEMOPHILIA - INFUSED      | WILATE                   | No  | Included | ONCOLOGY - ORAL | TYKERB         | No  | Included |
| HEMOPHILIA - INFUSED      | XYNTHA                   | No  | Included | ONCOLOGY - ORAL | VENCLEXTA      | Yes | Included |
| HEMOPHILIA - INJECTABLE   | HEMLIBRA                 | Yes | Included | ONCOLOGY - ORAL | VERZENIO       | Yes | Included |
| HEPATITIS C               | EPCLUSA                  | No  | Included | ONCOLOGY - ORAL | VITRAKVI       | Yes | Included |
| HEPATITIS C               | HARVONI                  | No  | Included | ONCOLOGY - ORAL | VIZIMPRO       | Yes | Included |
| HEPATITIS C               | LEDIPASVIR/SOFOSBUVIR    | No  | Included | ONCOLOGY - ORAL | VONJO          | Yes | Included |
| HEPATITIS C               | MAVYRET                  | No  | Included | ONCOLOGY - ORAL | VOTRIENT       | Yes | Included |
| HEPATITIS C               | PEGASYS                  | No  | Included | ONCOLOGY - ORAL | WELIREG        | Yes | Included |
| HEPATITIS C               | SOFOSBUVIR/VELPATASVIR   | No  | Included | ONCOLOGY - ORAL | XALKORI        | Yes | Included |
| HEPATITIS C               | SOVALDI                  | No  | Included | ONCOLOGY - ORAL | XELODA         | No  | Included |
| HEPATITIS C               | VIEKIRA PAK              | No  | Included | ONCOLOGY - ORAL | XOSPATA        | Yes | Included |
| HEPATITIS C               | VOSEVI                   | No  | Included | ONCOLOGY - ORAL | XPOVIO         | Yes | Included |
| HEPATITIS C               | ZEPATIER                 | No  | Included | ONCOLOGY - ORAL | XTANDI         | Yes | Included |
| HEPATATOLOGY              | BYLVAY                   | Yes | Included | ONCOLOGY - ORAL | YONSA          | No  | Included |
| HEPATATOLOGY              | LIVMARLI                 | Yes | Included | ONCOLOGY - ORAL | ZEJULA         | Yes | Included |
| HEREDITARY ANGIOEDEMA     | ORLADEYO                 | Yes | Included | ONCOLOGY - ORAL | ZELBORAF       | Yes | Included |



|                         |                        |     |          |                        |              |     |          |
|-------------------------|------------------------|-----|----------|------------------------|--------------|-----|----------|
| IGA NEPHROPATHY         | FILSPARI               | Yes | Included | ONCOLOGY - ORAL        | ZOLINZA      | No  | Included |
| IMMUNE MODULATOR        | ACTIMMUNE              | Yes | Included | ONCOLOGY - ORAL        | ZYDELIG      | Yes | Included |
| IMMUNE MODULATOR        | ARCALYST               | Yes | Included | ONCOLOGY - ORAL        | ZYKADIA      | Yes | Included |
| IMMUNOLOGICAL AGENTS    | JOENJA                 | Yes | Included | ONCOLOGY - ORAL        | ZYTIGA       | No  | Included |
| IMMUNOLOGICAL AGENTS    | LUPKYNIS               | Yes | Included | ONCOLOGY - TOPICAL     | TARGRETIN    | No  | Included |
| IMMUNOLOGICAL AGENTS    | PALFORZIA              | Yes | Included | ONCOLOGY - TOPICAL     | VALCHLOR     | Yes | Included |
| IMMUNOLOGICAL AGENTS    | TAVNEOS                | Yes | Included | OPHTHALMIC             | OXERVATE     | Yes | Included |
| INFERTILITY             | CETRORELIX             | No  | Included | OSTEOPOROSIS           | FORTEO       | No  | Included |
| INFERTILITY             | CETROTIDE              | No  | Included | OSTEOPOROSIS           | TERIPARATIDE | No  | Included |
| INFERTILITY             | CHORIONIC GONADOTROPIN | No  | Included | OSTEOPOROSIS           | TYMLOS       | No  | Included |
| INFERTILITY             | FOLLISTIM AQ           | No  | Included | PARKINSONS DISEASE     | APOKYN       | Yes | Included |
| INFERTILITY             | FYREMADEL              | No  | Included | PARKINSONS DISEASE     | APOMORPHINE  | Yes | Included |
| INFERTILITY             | GANIRELIX ACETATE      | No  | Included | PARKINSONS DISEASE     | INBRIJA      | Yes | Included |
| INFERTILITY             | GONAL-F                | No  | Included | PARKINSONS DISEASE     | KYNMOBI      | No  | Included |
| INFERTILITY             | GONAL-F RFF            | No  | Included | PULMONARY DISEASE      | ESBRIET      | No  | Included |
| INFERTILITY             | MENOPUR                | No  | Included | PULMONARY DISEASE      | OFEV         | Yes | Included |
| INFERTILITY             | NOVAREL                | No  | Included | PULMONARY DISEASE      | PIRFENIDONE  | No  | Included |
| INFERTILITY             | OVIDREL                | No  | Included | PULMONARY HYPERTENSION | ADCIRCA      | No  | Included |
| INFERTILITY             | PREGNYL                | No  | Included | PULMONARY HYPERTENSION | ADEMPAS      | Yes | Included |
| INFLAMMATORY CONDITIONS | ABRILADA               | No  | Included | PULMONARY HYPERTENSION | ALYQ         | No  | Included |
| INFLAMMATORY CONDITIONS | ACTEMRA                | No  | Included | PULMONARY HYPERTENSION | AMBRISENTAN  | Yes | Included |
| INFLAMMATORY CONDITIONS | ADALIMUMAB-ADAZ        | No  | Included | PULMONARY HYPERTENSION | BOSENTAN     | No  | Included |
| INFLAMMATORY CONDITIONS | ADALIMUMAB-ADBM        | No  | Included | PULMONARY HYPERTENSION | LETAIRIS     | Yes | Included |
| INFLAMMATORY CONDITIONS | ADALIMUMAB-FKJP        | No  | Included | PULMONARY HYPERTENSION | LIQREV       | Yes | Included |
| INFLAMMATORY CONDITIONS | ADBRY                  | Yes | Included | PULMONARY HYPERTENSION | OPSUMIT      | Yes | Included |
| INFLAMMATORY CONDITIONS | AMJEVITA               | No  | Included | PULMONARY HYPERTENSION | ORENITRAM    | Yes | Included |
| INFLAMMATORY CONDITIONS | BIMZELX                | No  | Included | PULMONARY HYPERTENSION | REVATIO      | No  | Included |
| INFLAMMATORY CONDITIONS | CIBINQO                | No  | Included | PULMONARY HYPERTENSION | SILDENAFIL   | No  | Included |
| INFLAMMATORY CONDITIONS | CIMZIA                 | No  | Included | PULMONARY HYPERTENSION | TADALAFIL    | No  | Included |
| INFLAMMATORY CONDITIONS | COSENTYX               | No  | Included | PULMONARY HYPERTENSION | TADLIQ       | Yes | Included |
| INFLAMMATORY CONDITIONS | CYLTEZO                | No  | Included | PULMONARY HYPERTENSION | TRACLEER     | No  | Included |
| INFLAMMATORY CONDITIONS | DUPIXENT               | No  | Included | PULMONARY HYPERTENSION | TYVASO       | Yes | Included |
| INFLAMMATORY CONDITIONS | EMFLAZA                | Yes | Included | PULMONARY HYPERTENSION | UPTRAVI      | Yes | Included |
| INFLAMMATORY CONDITIONS | ENBREL                 | No  | Included | PULMONARY HYPERTENSION | VENTAVIS*    | Yes | Included |
| INFLAMMATORY CONDITIONS | HADLIMA                | No  | Included |                        |              |     |          |

\*Includes Nebulizer  
1Q 2024

Generic equivalents may be dispensed in lieu of brands.



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 16, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, 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:**

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**ROUTING:**

Imelda Perez

Created/Initiated - 8/16/2024



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 13, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Juan David Larios and Andrew Allen Rains d/b/a The Lone Star Theater, have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lots 10, 11, 12, and the North 11.5 feet of Lot 13, Block 1, J.T. Doster Resubdivision, Pharr, Hidalgo County, Texas. The property's physical address is 115 East Park Avenue. CUP#240716 **This item supports EV - Economic Vitality.**

**Classification:** Public Hearing

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

**Issue:** Juan David Larios and Andrew Allen Rains d/b/a The Lone Star Theater, have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

**Fiscal Consideration:** N/A

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

**Planning and Zoning Commission Recommendation:** At the Planning and Zoning Commission meeting of August 12, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to the site being in compliance with all City Ordinance and City department requirements. There were eight members present and voting.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Kimberly Mendoza

Created/Initiated - 8/13/2024

Ricardo Rodriguez  
City Management Office

Approved - 8/13/2024  
Final Approval - 8/13/2024

## MEMORANDUM

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**DATE:** MONDAY, AUGUST 19, 2024  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES  
**THROUGH:** JONATHAN B. FLORES, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT FOR ABC – FILE NO. **CUP#240716**  
(THE LONE STAR THEATER)

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### GENERAL INFORMATION:

**APPLICANT:** Juan David Larios and Andrew Allen Rains d/b/a The Lone Star Theater, have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

**LEGAL DESCRIPTION:** The property is legally described as Lots 10, 11, 12, and the North 11.5 feet of Lot 13, Block 1, J.T. Doster Resubdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 115 East Park Avenue.

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

|                  |                         |                                                    |
|------------------|-------------------------|----------------------------------------------------|
| <b>COMMENTS:</b> | <b>POLICE CHIEF:</b>    | Recommends approval of the Conditional Use Permit. |
|                  | <b>FIRE DEPARTMENT:</b> | Recommends approval of the Conditional Use Permit. |
|                  | <b>CODE COMPLIANCE:</b> | Recommends approval of the Conditional Use Permit. |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
|                                              | <b>HEALTH:</b>                                                                                                                                                                                                                                                                                                                                                                                    | Recommends approval of the Conditional Use Permit. |
|                                              | <b>DEVELOPMENT SERVICES:</b>                                                                                                                                                                                                                                                                                                                                                                      | Recommends approval of the Conditional Use Permit. |
| <b>HOURS OF OPERATION:</b>                   | Hours of operation will be from Sunday through Saturday from 10:00 AM to 12:00 AM.                                                                                                                                                                                                                                                                                                                |                                                    |
| <b>NOTIFICATION OF PUBLIC:</b>               | Twenty-seven (27) surrounding property owners were notified of the request by letter on July 26, 2024, and a legal notice was published in the Advance News Journal on July 24, 2024. Staff received no response to the letters or the legal notice.                                                                                                                                              |                                                    |
| <b>DEVELOPMENT SERVICES RECOMMENDATIONS:</b> | Development Services recommended <u>approval</u> of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.                                                                                                      |                                                    |
| <b>PLANNING &amp; ZONING COMMISSION:</b>     | At the Planning and Zoning Commission meeting of August 12, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to the site being in compliance with all City Ordinance and City department requirements. There were eight members present and voting. |                                                    |

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

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

such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

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

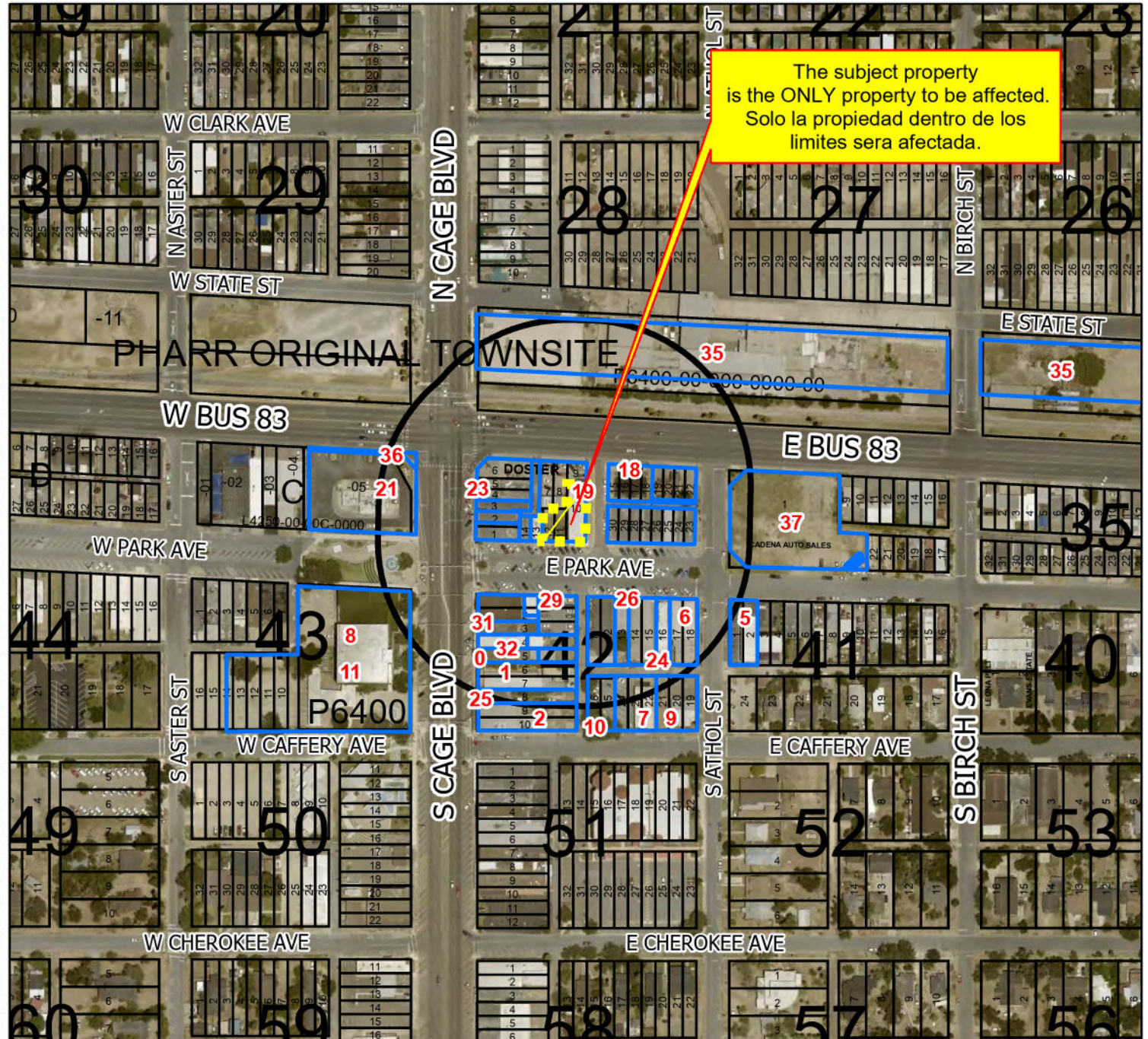


7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of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

PROPOSED CONDITIONAL USE PERMIT  
 LOTS 10,11,12, & THE NORTH 11.5 FT OF LOT 13  
 JUAN DAVID LARIOS

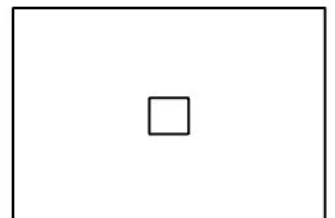


AERIAL



- Notified Properties
- 300 ft. Notification Buffer
- Location

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



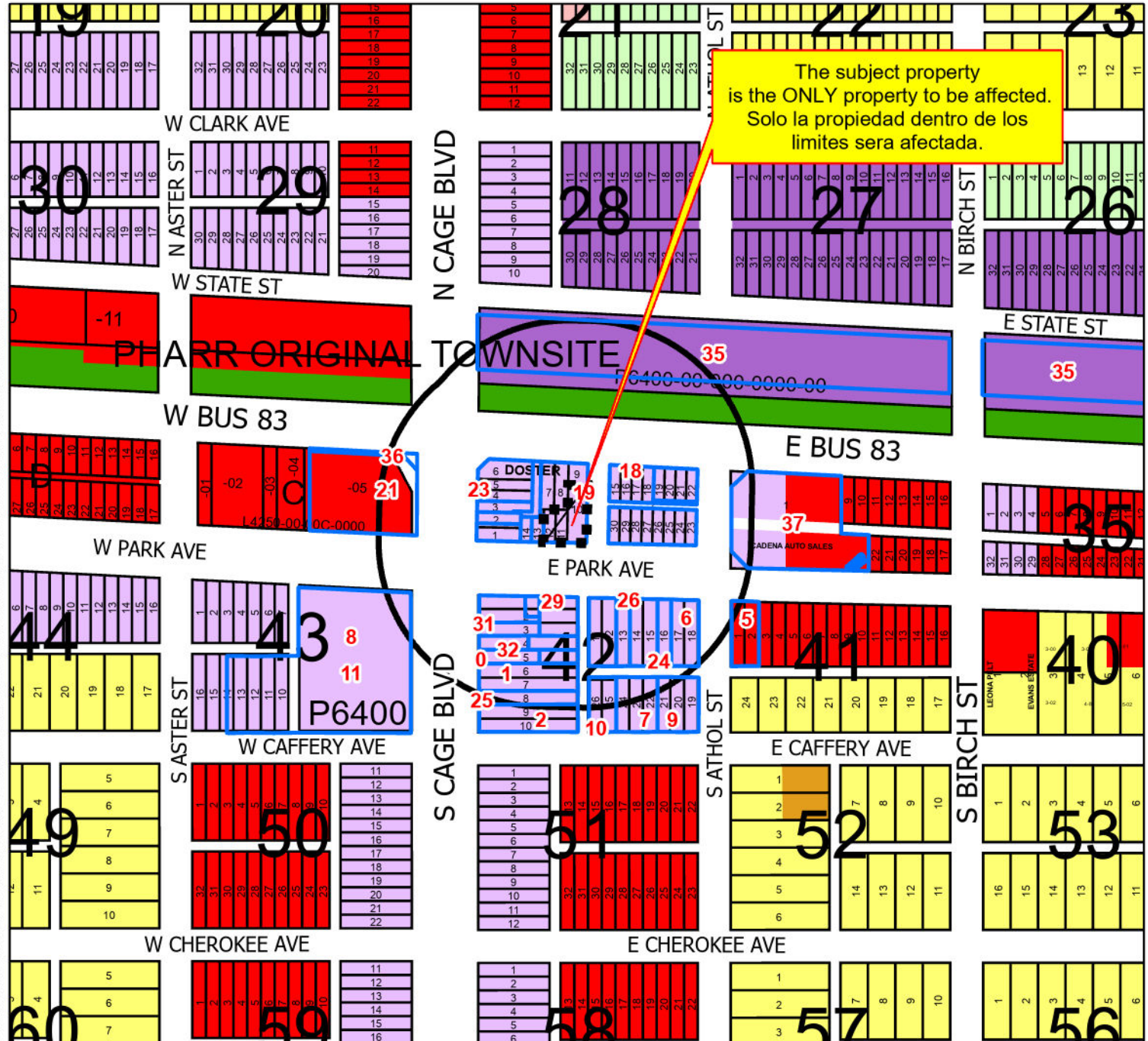


PROPOSED CONDITIONAL USE PERMIT  
 LOTS 10,11,12, & THE NORTH 11.5 FT OF LOT 13  
 JUAN DAVID LARIOS



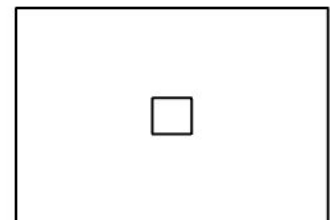
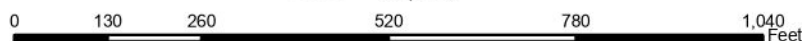
ZONING

G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240716 Lots 10, 11, 12, and the North 11.5 feet of Lot 13, Block 1, J.T. Doster Resubdivision\proj\00\_BASE Project File.aprx



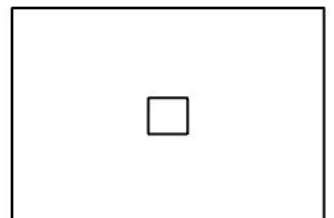
- |                                       |                    |                          |                             |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space               | Rail Road R.O.W 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

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.



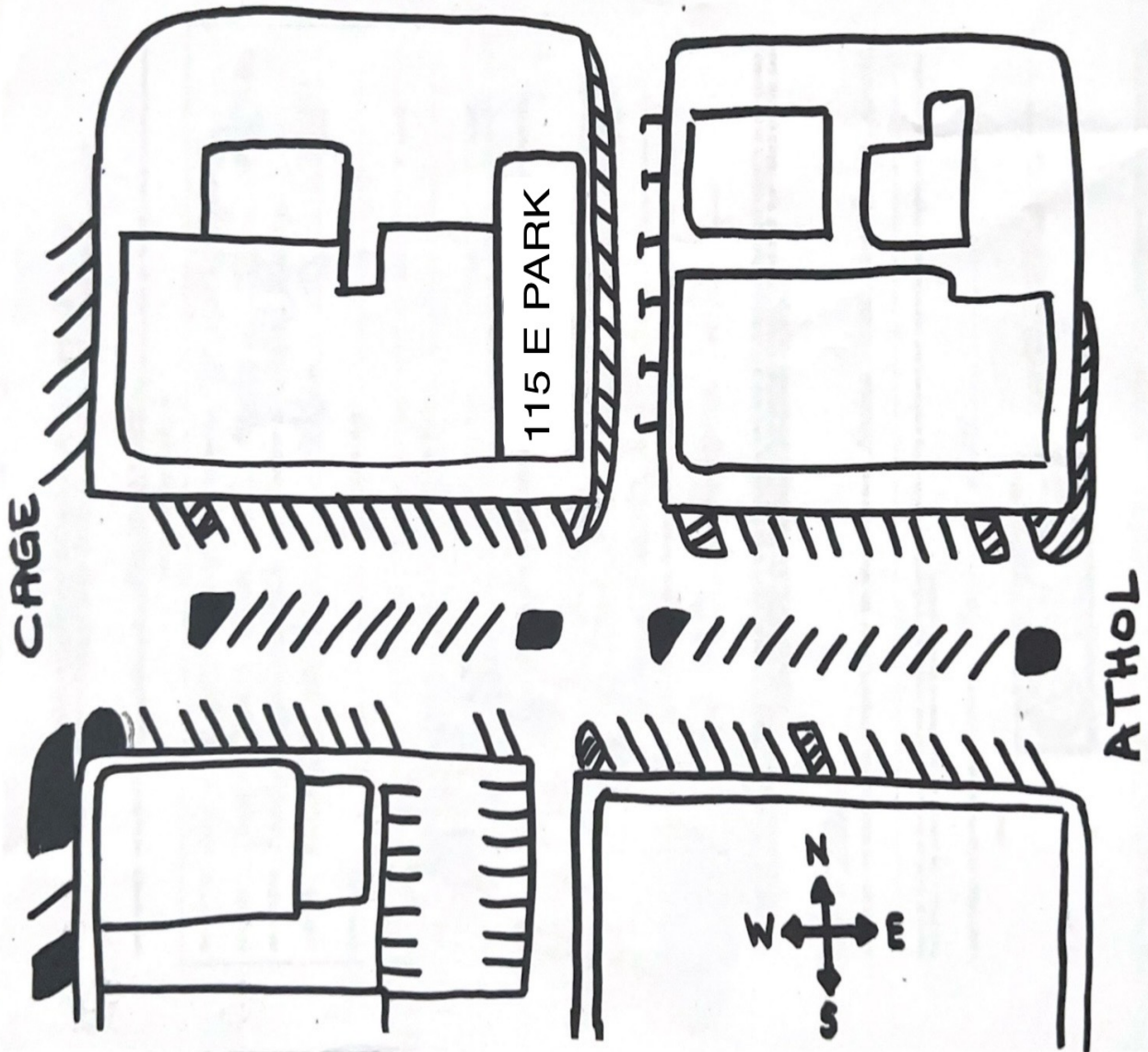


The subject property  
is the **ONLY** property to be affected.  
Solo la propiedad dentro de los  
limites sera afectada.





# BUSINESS 83





**Pharr**  
Development Services



## Site Photo

115 East Park Avenue





## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 13, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1.161 acres, more or less, out of Lots 2 & 3, Block D, being all that part of the right-of-way of Lateral "F" lying east of the road in the West 320 feet of Block "D" Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 North Flag Street. COZ#240721 (**WITHDRAWN**)  
**This item supports EV - Economic Vitality.**

**Classification:** Public Hearing

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

**Issue:** Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct apartments.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Item has been withdrawn by the applicant.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/13/2024  
Approved - 8/13/2024  
Final Approval - 8/13/2024



8-8-2024

Yo Oscar Garza retiro de la junta  
del 12 de Agosto el cambio de Zona  
de la direccion 910 N Flag St Phorr TX  
hasta nuevo aviso de recibir informacion  
del Distrito de Riego sobre ismens/ROW

---



Oscar J.E Garza M

956) 655-2301

8-8-2024



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 14, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD). The property is legally described as being 2.95 acres, more or less, out of Lots 226, 238, and 239, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 700 Est Hall Acres Road. CUP#160628 **This item supports EV - Economic Vitality.**

**Classification:** Regular

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

**Issue:** City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD). This request constitutes the 6th renewal for Tierra del Sol Golf Club.

**Fiscal Consideration:** N/A

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

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/14/2024  
Approved - 8/14/2024  
Final Approval - 8/14/2024



## MEMORANDUM

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**DATE:** MONDAY, AUGUST 19, 2024

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** JONATHAN FLORES, CITY MANAGER

|                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT <b>RENEWAL</b> FOR ABC –<br/>FILE NO. <b>CUP#160628</b> (TIERRA DEL SOL GOLF CLUB)</p> |
|----------------------------------------------------------------------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Planned Unit Development District (PUD).

**LEGAL DESCRIPTION:** The property is legally described as being 2.95 acres, more or less, out of Lots 226, 238, and 239, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is physically located at 700 East Hall Acres Road.

**ZONING:** The property is currently zoned Planned Unit Development District (PUD). The surrounding areas are zoned Planned Unit Development District (PUD) to the north, east, south, and west. The area is generally designated for single-family residential, manufactured homes, parks and public/semi-public use in the Land Use Plan.

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

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

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

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

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

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



# Pharr



MAYOR Ambrosio Hernandez, MD

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

## Executive Summary Letter

August 19, 2024

Conditional Use Permit **Renewal** for ABC –

Tierra del Sol Golf Club

### Background:

City of Pharr, d/b/a Tierra del Sol Golf Club, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 6th renewal for Tierra del Sol Golf Club.

The property is located at 700 East Hall Acres Road. It is zoned Planned Unit Development District (PUD) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

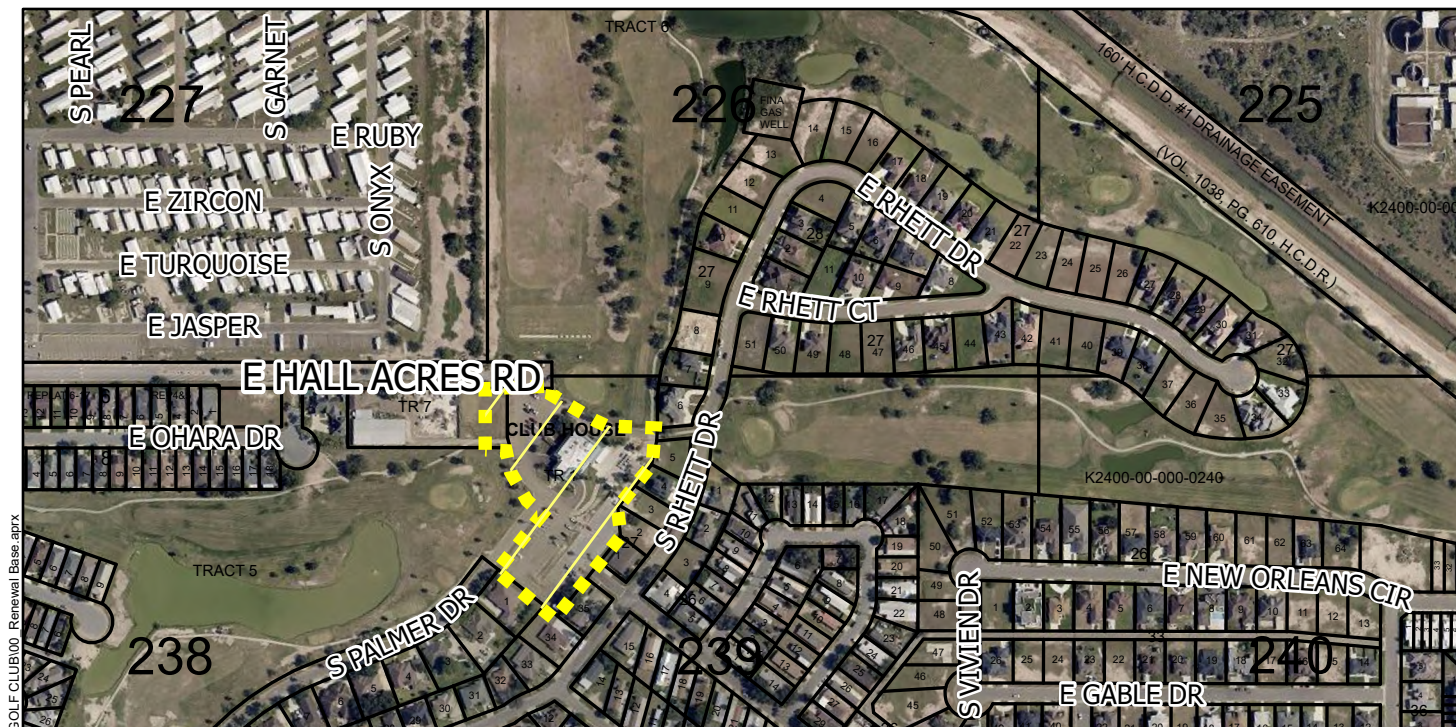
Staff recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Departments requirements.



CUP Renewal  
 700 E HALL ACRES RD  
 Tierra Del Sol Golf Club  
 2.95 acres, more or less, out of Lots 226, 238, and 239,  
 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas



**Pharr**  
 Engineering



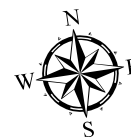
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District

- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas  
 Engineering Department  
 956.702.5355

Scale: 1:5,530

0 230 460 920 1,380 1,840 Feet



Date: 8/13/2024



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 13, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

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

**Classification:** Regular

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

**Issue:** Carlos Torres, d/b/a Rudy's Texas Bar-B-Q, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). This request constitutes the 19th renewal for Rudy's Country Store Bar-B-Q.

**Fiscal Consideration:** N/A

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

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/13/2024  
Approved - 8/13/2024  
Final Approval - 8/13/2024



## MEMORANDUM

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**DATE:** MONDAY, AUGUST 19, 2024

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** JONATHAN FLORES, CITY MANAGER

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT <b>RENEWAL</b> FOR ABC –<br/>FILE NO. <b>CUP#040644</b> (RUDY'S COUNTRY STORE BAR-B-Q)</p> |
|--------------------------------------------------------------------------------------------------------------------------------------|

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### GENERAL INFORMATION:

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

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

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

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

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

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



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

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

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

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



# Pharr



MAYOR Ambrosio Hernandez, MD

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

## Executive Summary Letter

August 19, 2024

Conditional Use Permit **Renewal** for ABC – Rudy's Country Store Bar-B-Q

### Background:

Carlos Torres, d/b/a Rudy's Texas Bar-B-Q, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 19th renewal for Rudy's Country Store Bar-B-Q.

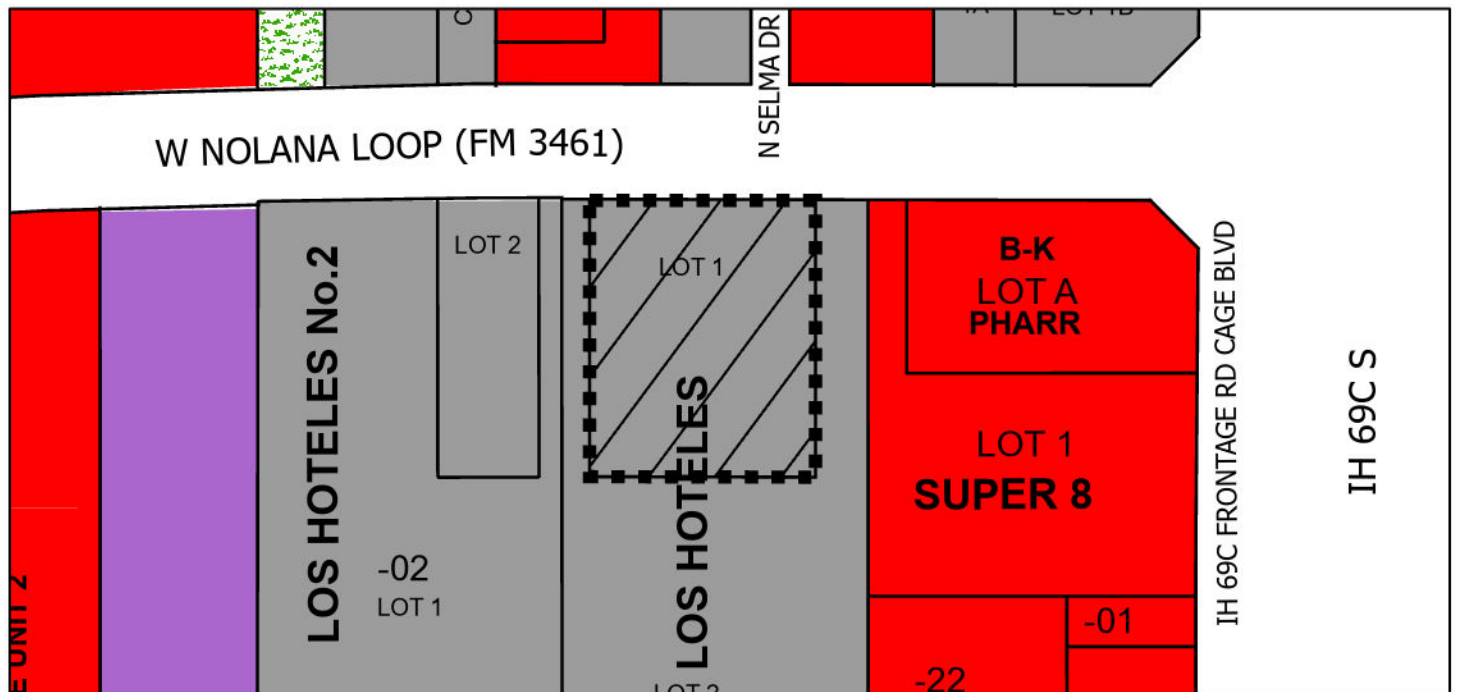
The property is located at 209 West Nolana Loop. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

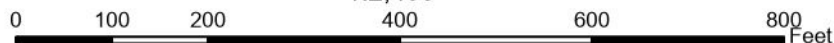


**Pharr**  
Engineering



- |                                                                                                                           |                                                                                                       |                                                                                                             |                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|  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: 1:2,400



Date: 7/24/2024





## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 16, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** PLATS:

**Classification:** Consent

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

**Issue:**

**Fiscal Consideration:**

**Staff Recommendation:**

**Alternatives:**

**Exclude Material from Public Packet?** No

**Reason:**

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**ROUTING:**

Imelda Perez

Created/Initiated - 8/16/2024



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 13, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Robles Engineering, LLC., representing Juan Jose Palacios and Laura E. Palacios, owners, is requesting final plat approval of the proposed Burgos Subdivision. The property is legally described as being a 1.00 acre out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Greg Drive. SUB#210723 **This item supports EV - Economic Vitality.**

**Classification:** Regular

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

**Issue:** Robles Engineering, LLC., representing Juan Jose Palacios and Laura E. Palacios, owners, is requesting final plat approval of the proposed Burgos Subdivision.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends final plat approval of the proposed Burgos Subdivision subject to the listed conditions.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Burgos Subdivision at their meeting on August 12, 2024. There were eight members present and voting.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/13/2024  
Approved - 8/13/2024  
Final Approval - 8/13/2024



## MEMORANDUM

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**DATE:** MONDAY, AUGUST 19, 2024

**TO:** MAYOR AND CITY COMMISSION

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

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

**SUBJECT:** BURGOS SUBDIVISION  
FILE NO. **SUB#210723**

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### **GENERAL INFORMATION:**

**APPLICANT:** Robles Engineering, LLC., representing Juan Jose Palacios and Laura E. Palacios, owners, is requesting final plat approval of the proposed Burgos Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 1.00 acre out of Lot 5 Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is located within the 1200 Block of West Greg Drive.

**ZONING:** The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Single Family Residential District (R-1) to the north, south, east and west. The property is designated for single family residential use in the Land Use Plan.

**PROPERTY PROPOSED USE:** Residential home.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Development Services recommends final plat approval of the proposed Burgos Subdivision subject to the following conditions set before you.

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

**EASEMENTS:** 1. In compliance.

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

**FIRE PROTECTION:** 1. In compliance.

**WATER:** 1. In compliance.

**SEWER:** 1. In compliance.

**DRAINAGE:** 1. In compliance.

**OTHER:** 1. In compliance.

**PLANNING AND ZONING COMMISSION:**

The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Burgos Subdivision at their meeting on August 12, 2024. There were eight members present and voting.



[illegible]

PO BOX 476  
107 W. HUISACHE ST.  
MESA, TEXAS 78506

PHONE (956) 968-2422  
FAX (956) 969-2011

The seal of The County of Hidalgo, Texas, is a circular emblem. It features a five-pointed star in the center, surrounded by a wreath of olive and oak branches. The words "THE COUNTY OF HIDALGO" are inscribed in a circle around the star, and "TEXAS" is written at the bottom.

PRELIMINARY- FOR REVIEW ONLY

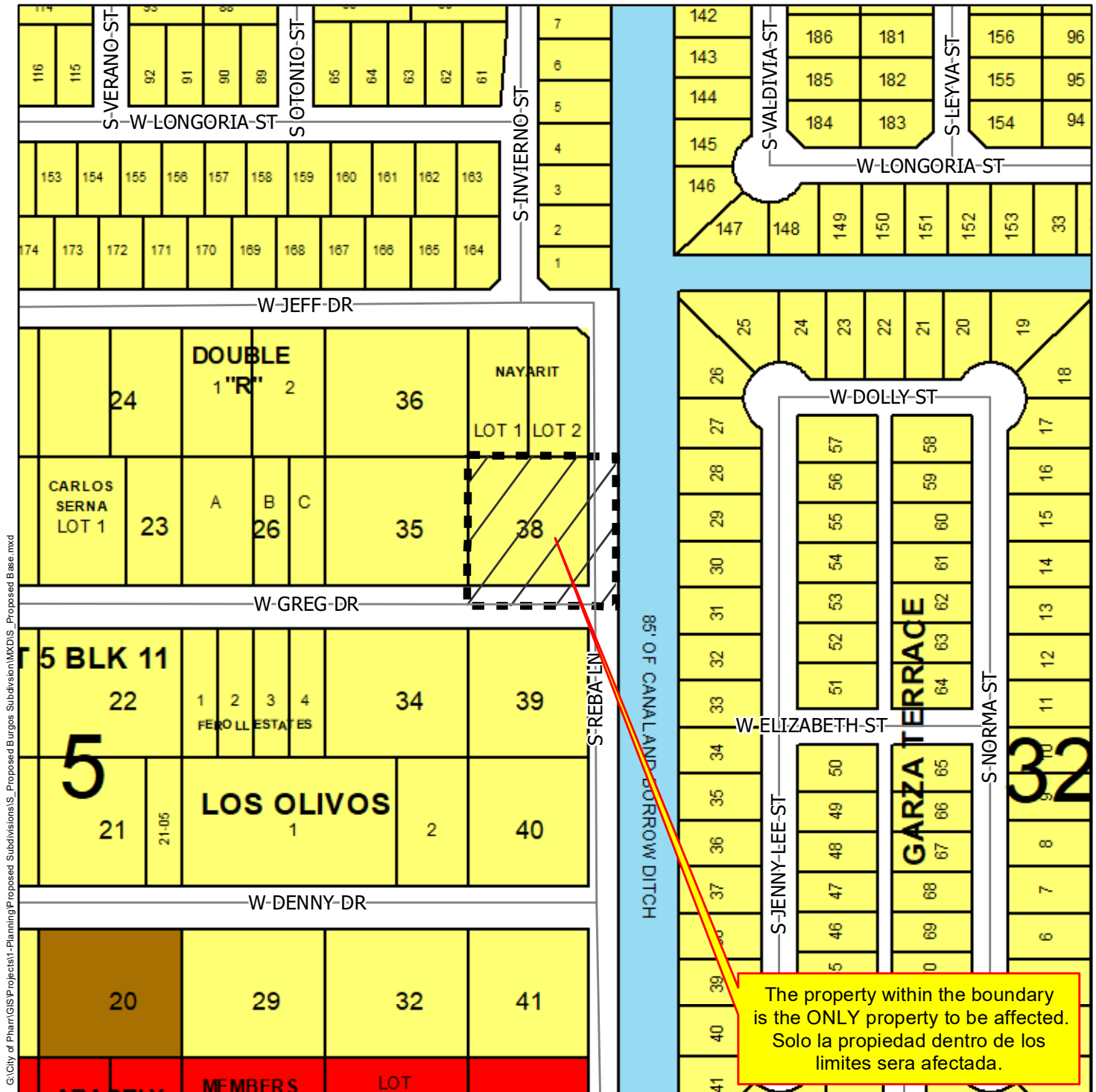
SCALE: 1"=20'





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





G:\City of Pharr\GIS\Projects\GIS\Planning\Proposed Subdivisions\Burgos Subdivision\MXD\GIS\_Proposed Base.mxd

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







**Pharr**  
Development Services



## Site Photo

1200 Block of West Greg Drive





## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 15, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Hilda Pedraza, Assistant City Manager

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Consideration and action, if any, on Ordinance approving the extension of the boundaries of Tax Increment Reinvestment Zone (TIRZ) #2. **This item supports QL - Quality of Life.**

**Classification:** Regular

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

**Issue:** The City of Pharr desires to extend the boundaries of TIRZ #2 by adding land depicted on Exhibit B attached to the Ordinance.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Hilda Pedraza  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 8/15/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Final Approval - 8/16/2024

ORDINANCE NO. O-2024-\_\_\_\_

**AN ORDINANCE APPROVING THE EXPANSION OF THE BOUNDARIES OF REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS; AMENDING THE REINVESTMENT ZONE PROJECT AND FINANCING PLAN; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING**

**WHEREAS**, pursuant to Ordinance No. O-2015-52, O-2015-57, O-2016-15, O-2016-29, O-2016-31, and O-2024-04 adopted by the Board of Commissioners of the CITY OF PHARR, TEXAS (the “**City**”) on February 17, 2015, December 8, 2015, April 18, 2016, July 22, 2016, August 23, 2016, and February 19, 2024 respectively, the City approved the creation and enlargement of Reinvestment Zone Number 2, City of Pharr, Texas (“**TIRZ #2**”), and approved the Reinvestment Zone Project & Financing Plan of TIRZ #2 adopted by the City pursuant to Ordinance No. O-2015-57 on December 8, 2015, as amended by Ordinance No. O-2024-04 on February 19, 2024, and its goals and objectives (the “**Plan**”) that will be applicable to the Annexation Area, as hereinafter defined; and

**WHEREAS**, TIRZ #2 was created in accordance with the provisions of Chapter 311, Texas Tax Code, as amended (the “**Code**”); and

**WHEREAS**, the City may enlarge the boundaries of an existing reinvestment zone pursuant to Section 311.007 of the Code; and

**WHEREAS**, the current boundaries of TIRZ #2 are depicted on **Exhibit “A”** attached to this Ordinance; and

**WHEREAS**, pursuant to this Ordinance, the City desires to enlarge the boundaries of TIRZ #2 by adding into TIRZ #2 the land (the “**Annexation Area**”) depicted on **Exhibit “B”** attached to this Ordinance; and

**WHEREAS**, with the addition of the Annexation Area, the boundaries of TIRZ #2 will be as depicted on **Exhibit “B”** attached to this Ordinance; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting and public hearing was given, all as required in accordance with Section 311.003 of the Code, and by Chapter 551, Texas Government Code.

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

**Section1.** That the findings and recitals contained in the preamble of this Ordinance are found and declared to be true and correct and are hereby adopted as part of this Ordinance for all purposes.



**Section 2.** That the City, acting in accordance with the provisions of Chapter 311 of the Code does hereby enlarges TIRZ #2 by adding the Annexation Area depicted on **Exhibit “B”** attached to this Ordinance.

**Section 3.** That the City finds and declares that (a) improvements in the Annexation Area will significantly enhance the value of all the taxable real property in TIRZ #2, and will be of general benefit to the City, and (b) the Annexation Area meets the requirements of Section 311.005(a) of the Code being that the Annexation Area:

- (i) Is predominantly open and because of obsolete platting, deterioration of structure or site improvements.
- (ii) Enlargement of TIRZ #2 to include the Annexation Area is necessary to further the public health, safety, morals, and welfare because of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area.
- (iii) Other factors that may substantially impair the growth of the City.

**Section 4.** That the City further finds and declares that:

- (i) The Annexation Area is located wholly within the corporate limits of the City.
- (ii) Pursuant to Section 311.006 of the Code, the total appraised value of the taxable real property within the enlarged TIRZ #2 and any other reinvestment zone or industrial district or in the City created pursuant to Section 311 of the Code does not exceed fifty percent (50%) of the total appraised value of taxable real property within the City.

**Section 5.** That TIRZ #2 shall be enlarged as of the date the City passes and approves this Ordinance.

**Section 6.** That the tax increment for the enlarged TIRZ #2 shall include the tax increment base established by Ordinance No. O-2024-04 and shall include the tax increment base attributable to the Annexation Area added to TIRZ #2, which tax increment base shall be effective as of the date the City passes and approves this Ordinance.

**Section 7.** That the Plan shall apply to the Annexation Area and that, to the extent necessary, the Board of TIRZ #2 may adopt amendments to the Plan to reflect the incorporation of the Annexation Area and present them to the City for approval.

**Section 8.** The City has created and established in the depository bank of the City, a fund called Tax Increment Fund for TIRZ #2 zone. Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and

paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

**Section 9.** That if any provision, section, subsection, sentence, clause or phrase of this Ordinance or the application of same to any person or set of circumstances, is for any reason be held to be unconstitutional, void, or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidance, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 10.** The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinances be ready on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_\_ day of August, 2024.

CITY OF PHARR

\_\_\_\_\_  
Dr. Ambrosio Hernandez, Mayor

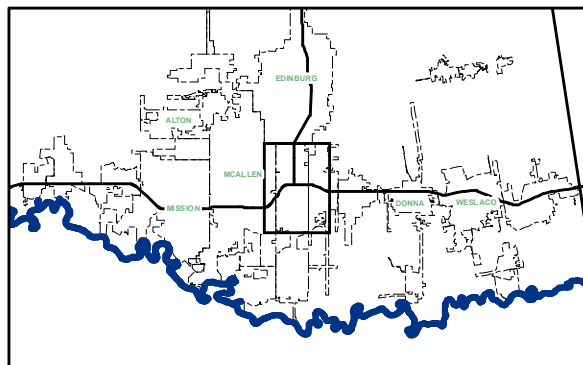
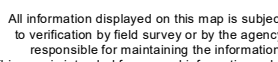
ATTEST:

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





- Scale: 1 inch = 1,060 feet





## **TIRZ #2 Addition Boundary Description**

A 32.79-acre tract of land described as follows:

**BEGINNING** at the Northeast corner of Lot 2, Block 5 out of Plantation South Subdivision Unit No. 6, according to the plat thereof recorded in Volume 24, Page 21-B, Hidalgo County Map Records;

**THENCE**, along the East boundary of Lot 2 of said Plantation South Subdivision Unit No. 6, South 262.82 feet to a point;

**THENCE**, along the East boundary of Lot 2 of said Plantation South Subdivision Unit No. 6, West 15.0 feet to a point;

**THENCE**, along the East boundary of Lot 2 of said Plantation South Subdivision Unit No. 6, South 80.0 feet to a point, same being the southmost Southeast corner of Lot 2;

**THENCE**, along the South boundary of Lots 2, 3, 4, and 5 of said Plantation South Subdivision Unit No. 6, West a distance of 625 feet to a point, same being the Southwest corner of Lot 5 of said Plantation South Subdivision Unit No. 6;

**THENCE**, along the extended South boundary of Lot 5 of said Plantation South Subdivision Unit No. 6, West 249.75 feet pass the East Right-of-Way line of U.S. Highway 281, and continuing West to the West Right-of-Way line of U.S. Highway 281;

**THENCE**, along the West Right-of-Way line of U.S. Highway 281, North to the South Right-of-Way line of Ridge Road;

**THENCE**, along the South Right-of-Way line of Ridge Road, East to the East Right-of-Way line of U.S. Highway 281;

**THENCE**, along the East Right-of-Way line of U.S. Highway 281, South to the South Right-of-Way line of Plantation Drive;

**THENCE**, along the South Right-of-Way line of Plantation Drive, East to the Northwest corner of Lot 5 of said Plantation South Subdivision Unit No. 6;

**THENCE**, along the North boundary of Lots 5, 4, 3, and 2 of said Plantation South Subdivision Unit No. 6, East 640.0 feet to the Northeast corner of Lot 2 of said Plantation South Subdivision Unit No. 6 and the **POINT OF BEGINNING** of which 26.18-acres lie in the Right-of-Way of U.S. Highway 281.



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 15, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Hilda Pedraza, Assistant City Manager

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Consideration and action, if any, on Resolution in support of Lakeview Villas, LP to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Lakeview Villas Apartments. This item supports QL - Quality of Life.

**Classification:** Regular

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

**Issue:** Lakeview Villas, LP is making an application for 9% Competitive Housing Tax Credits with the Texas Department of Housing and Community Affairs in connection with the proposed development of Lakeview Villas Apartments to be located at 3003 S. Cage Blvd., Pharr, Texas.

The new construction development will be an affordable rental housing community composed of approximately 168 total units.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Hilda Pedraza  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 8/15/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Final Approval - 8/16/2024



**RESOLUTION NO. R- 2024-\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS SUPPORTING THE PROPOSED DEVELOPMENT OF LAKEVIEW VILLAS, AN AFFORDABLE HOUSING COMMUNITY, AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR FOUR PERCENT HOUSING TAX CREDITS AND PROVIDING AN IN-KIND CONTRIBUTION TO ASSIST AND BENEFIT SUCH COMMUNITY**

**WHEREAS**, LAKEVIEW VILLAS, LP, and its affiliates (the “**Applicant**”), has brought to the City of Pharr (the “**City**”) a proposal to develop LAKEVIEW VILLAS APARTMENTS, an affordable rental housing community of approximately 168 +/- total units (the “**Housing Community**”) to be located on approximately 7.4+/- acres of land located at KELLY PHARR TRACT N343.66'-S898.66'-W300' LOT 244 2.37AC GR 1.98AC NET, City of Pharr, County of Hidalgo, Texas, more commonly known as 3003 South Cage Boulevard, Pharr, Hidalgo County, Texas 78577 (“**Development Site**”); and

**WHEREAS**, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an award of 2025 Non-Competitive 4% Housing Tax Credits to finance the acquisition and development of the Housing Community; and

**WHEREAS**, the Applicant has requested from the City support for the Housing Community and its application to TDHCA and for a commitment of development funding that will benefit the Housing Community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS, THAT:**

1. The findings contained in the preambles of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and that this formal action has been taken to put on record the opinion expressed by the City as of the date set forth below.

3. The City, acting through its governing body, hereby approves a commitment of funding assistance to the Applicant in the amount of \$500.00 in the form of a loan, grant, reduced fees, or contribution of other value for the benefit of the Housing Community, which contribution is conditioned on an award of housing tax credits by TDHCA to the Applicant. The City will provide a letter to the Applicant describing the value and form of the contribution and any caveats to delivering the contribution.

4. The City, acting through its governing body, hereby authorizes, empowers, and directs Ambrosio Hernandez, Mayor, to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

**CONSIDERED, PASSED and APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at a regular meeting of the Board of Commissioners of the City of Pharr, Texas at which a quorum was present, and which was held in accordance with Chapter 552 of the Texas Government Code.

SIGNED ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF PHARR, TEXAS

\_\_\_\_\_  
Dr. Ambrosio "Amos" Hernandez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ricardo Rodriguez, City Attorney



# *Pharr Housing Development Corporation*

104 W. POLK, PHARR, TEXAS 78577 • Ph.: (956) 787-1822

August 15, 2024

City of Pharr  
P.O. Box 1729  
Pharr, TX 78577

To Whom It May Concern:

Lakeview Villas, LP (the “**Applicant**”) is making an application for Non-Competitive (4%) Housing Tax Credit (“**HTC**”) for award and allocation in the 2025 calendar year with the Texas Department of Housing and Community Affairs (“**TDHCA**”) in connection with the following proposed development:

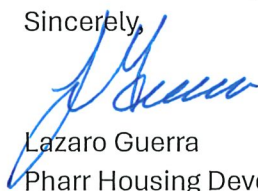
Lakeview Villas Apartments to be located on a 7.00+/- acre tract of land located at 3003 S. Cage, Pharr, Hidalgo County, Texas 78577.

This new construction development (the “**Development**”) will be an apartment community and will be composed of approximately 168 total units (“**Units**”) of which 168 will be for low-income tenants, i.e., tenants earning 80% or less of the area median income. The residential density of the Development, i.e., the number of Units per acre will be approximately 22.75.

TDHCA will hold public hearings in various locations around the state or virtually to gather input on HTC applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA’s Public Comment Center website later this year. An interested party or Neighborhood Organization can provide comments on Non-Competitive Housing Tax Credit applications at each hearing, or can provide written comments to TDHCA by email at [HTCPC@tdhca.state.tx.us](mailto:HTCPC@tdhca.state.tx.us), or by mail at: Texas Department of Housing and Community Affairs, Public Comment - Multifamily Finance Division, P.O. Box 13941, Austin, TX 78711-3941.

Note that in order for input on HTC applications to be included in the materials related to presentation for awards to be provided to the Governing Board of TDHCA.

Sincerely,



Lazaro Guerra  
Pharr Housing Development Corporation



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

**AGENDA ITEM #:** 7.C.

**DATE SUBMITTED:** August 12, 2024

**MEETING DATE:** August 19, 2024

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

**DEPARTMENT:** Purchasing

**DIRECTOR:** Mayra Gomez

**Agenda Item:** Consideration and action, if any, on Resolution declaring surplus items, vehicles, and equipment from the Pharr Public Works Department. **This item supports EV - Economic Vitality.**

**Classification:** Regular

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

**Issue:** The City of Pharr Public Works recommends declaring surplus and/or obsolete the described Electronics, General Merchandise, Office Equipment and Vehicles via auctioneering services and/or recycling salvage yards. These vehicles, equipment, and property are in different stages of disrepair or obsolete.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval to declare surplus and/or obsolete vehicles

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Maritza Magallan  
Mayra Gomez  
Luis Marin  
Hilda Pedraza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/12/2024  
Approved - 8/13/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
New -

RESOLUTION NO. R- 2024-\_\_

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

**WHEREAS**, the City of Pharr, Texas owns the equipment described on Exhibit "A" attached hereto and incorporated herein, and the Board of Commissioners being of the opinion that such equipment should be declared surplus and disposed of as herein specified.

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

**SECTION 1:** The Board of Commissioners finds that the surplus equipment described on Exhibit "A" and attached hereto and incorporated herein for all purposes has no market value; and

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

**APPROVED AND PASSED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS** on this the 19<sup>th</sup> day of August 2024.

CITY OF PHARR

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

ATTEST:

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



**CITY OF PHARR  
DISPOSAL FORM**



# Pharr



**DEPATRMENT NAME:** Public Works Department

**SUBMITTED BY:** Luis Marin, PW Director

**Surplus Aug. 2024**

|    | Item | Fund | Category | Item Description         | Serial            | City of Pharr ID# | Year | Condition | Dispose Code |
|----|------|------|----------|--------------------------|-------------------|-------------------|------|-----------|--------------|
| 1  | A    | GF   | V        | CPS Belly Dump           | 5MC114029CP014534 | n/a               | 2012 | F         | B            |
| 2  | B    | GF   | V        | International Dump Truck | 1HTSHPBR1MH381373 | n/a               | 1991 | F         | B            |
| 3  | C    | GF   | V        | COACH Chance Trolley     | 1C9CS2DS2NW077646 | n/a               | 1992 | F         | B            |
| 4  | D    | GF   | V        | COACH Chance Trolley     | 1C9CS2DS2NW077645 | n/a               | 1992 | F         | B            |
| 5  | E    | GF   | V        | Moble Home Trailer       | n/a               | n/a               | n/a  | P         | B            |
| 6  | F    | GF   | GM       | LANDA Pressure Washer    | PO904-90228       | n/a               | 2004 | P         | B            |
| 7  | G    | GF   | GM       | Bosh Tire Changer        | BI512ITASR        | n/a               | 2008 | F         | R            |
| 8  | H    | GF   | GM       | Fuel Master Card Reader  | TEL94125X006132   | n/a               | 2008 | P         | R            |
| 9  | I    | GF   | GM       | Fuel Pump                | BBAT0239743       | n/a               | 2008 | P         | R            |
| 10 | J    | GF   | GM       | Parts from Old Units     | n/a               | n/a               | n/a  | F         | B            |
| 11 | K    | GF   | GM       | Parts from Old Units     | n/a               | n/a               | n/a  | F         | B            |
| 12 | L    | GF   | GM       | COATS Tire changer       | #533              | n/a               | n/a  | P         | R            |
| 13 | M    | GF   | GM       | Pump/Tank                | n/a               | n/a               | n/a  | F         | O            |
| 14 | N    | GF   | GM       | Oil Tank/Pump            | n/a               | n/a               | n/a  | P         | O            |
| 15 | O    | GF   | GM       | UT Trailer               | n/a               | n/a               | n/a  | F         | B            |
| 16 | P    | GF   | GM       | Battery Changer          | 01M172701035      | n/a               | n/a  | P         | B            |
| 17 | Q    | GF   | GM       | Battery Changer          | M201201226        | n/a               | n/a  | P         | B            |
| 18 | R    | GF   | GM       | Porta Cool Fan           | PACCJS2301A1      | n/a               | n/a  | F         | R            |
| 19 | S    | GF   | GM       | Porta Cool Fan           | PACCJS2301A1      | n/a               | n/a  | F         | R            |

|    | Item | Fund | Category | Item Description | Serial | City of Pharr ID# | Year | Condition | Dispose Code |
|----|------|------|----------|------------------|--------|-------------------|------|-----------|--------------|
| 51 |      |      |          |                  |        |                   |      |           |              |
| 52 |      |      |          |                  |        |                   |      |           |              |
| 53 |      |      |          |                  |        |                   |      |           |              |
| 54 |      |      |          |                  |        |                   |      |           |              |
| 55 |      |      |          |                  |        |                   |      |           |              |
| 56 |      |      |          |                  |        |                   |      |           |              |
|    |      |      |          |                  |        |                   |      |           |              |

| Fund Source     | Category               |
|-----------------|------------------------|
| GF-General Fund | E-Electronics          |
| GR-Grant Funded | GM-General Merchandise |
|                 | Off-Office Equipment   |
|                 | V-Vehicles             |

| Condition Codes | Reason to Dispose Code    |
|-----------------|---------------------------|
| P-Poor          | O-Obsolete                |
| F-Fair          | R-Replace by Upgrade      |
| G-Good          | B-Beyond Economic Repair  |
|                 | S-Surplus to Requirements |

  
 Public Works Director

8/8/2024  
 Date

| MAKE OF VEHICLE           | DEPT           | ITEM |
|---------------------------|----------------|------|
| CPS BELLY DUMP            | PUBLIC WORKS   | A    |
| INTERNATION DUMP TRUCK    | PUBLIC WORKS   | B    |
| COACH CHANCE TROLLEY      | PUBLIC WORKS   | C    |
| COACH CHANCE TROLLEY      | PUBLIC WORKS   | D    |
| MOBILE TRAILER            | PUBLIC WORKS   | E    |
| LANDA #SLT6-35324E        | PUBLIC WORKS   | F    |
| BOSH TIRE CHANGER         | SERVICE CENTER | G    |
| FUEL MASTER CARD READER   | SERVICE CENTER | H    |
| FUEL PUMP MODEL #9853K    | SERVICE CENTER | I    |
| FROM OLD UNITYS           | PUBLIC WORKS   | J    |
| OLD EMS UNITS             | EMS            | K    |
| COATS TIRE CHANGER 5040E  | EMS            | L    |
| PUMP/TANK                 | A/C            | M    |
| OIL TANK/PUMP             | EMS            | N    |
| UT TRAILER                | PUBLIC WORKS   | O    |
| SCHUMACHE BATTERY CHARGER | EMS            | P    |
| SCHUMACHE BATTERY CHARGER | EMS            | Q    |
| PORTA COOL FAN            | PUBLIC WORKS   | R    |
| PORTA COOL FAN            | PUBLIC WORKS   | S    |
| GAS HEATERS               | PUBLIC WORKS   | T    |
| 36" FAN                   | EMS /STUFF     | U    |
| ROLLING STEP LADDER       | EMS/STUFF      | V    |
| YELLOW FORKLIFT           | PD             | W    |
| PNEUMATIC ROLLER          | PUBLIC WORKS   | X    |
|                           |                |      |
|                           |                |      |
|                           |                |      |
|                           |                |      |





Year: 2012 Serial number: SMC114029CP014534 Class: DEFAULT DEFAULT CLASS CODE IF NOT A\$  
 Make: CPS License plate: 911-7401 Department: STREETS  
 Model: BELLY DUMP Cross-reference: M-413N Customer: 00001 PUB WORK

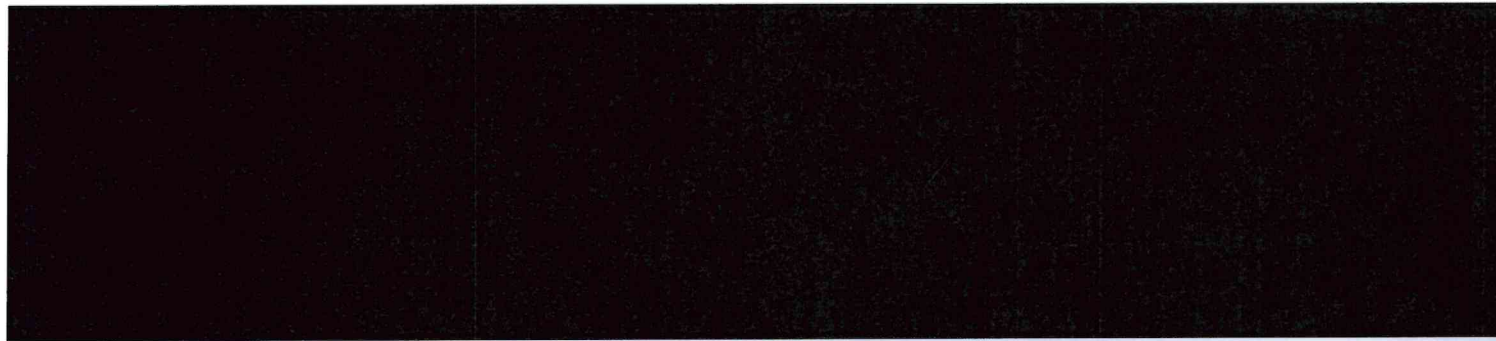
**General Preventive Maintenance Financial Depreciation Fluids Class GDF Vehicle GDF Alternate Meters Replacement Class Info User Defined Brakes**

Registration: 08-17-2018 Meter units: Miles Status: Available, not needed  
 Purchased: 07/10/2018 Odometer: 0.0 Location:  
 In service: 07/10/2018 Fuel meter: 0.0 Operator: NEXT DUE 8-2022  
 Size: Trailer Base meter: 0.0 Inspection: DOT INSPECTION  
 G.V.W.: 0 Life meter: 0.0 Inspection due: 07 Every 12 Periods  
 Rear end cap: 0 Meter updated: Tire count: 0 Max: 0  
 Condition: 1-No Visual damage

Last Changed:



Sent from my iPhone



B



File Edit View Utilities Notes



Year: 1991 Serial number: 1HTSHPBR1MH381373 Class: PUBLIC WORKS  
 Make: INTERNATIONAL License plate: 123-2601 Department: STREETS  
 Model: 4900 Cross-reference: 447 Customer: 00001 PUB WORK

General Preventive Maintenance Financial Depreciation Fluids Class GDF Vehicle GDF Alternate Meters Replacement Class Info User Defined Brakes

Registration: Meter units: Miles Status: Available, not needed  
 Purchased: Odometer: 134,725.0 Location:  
 In service: Fuel meter: 129,897.0 Operator: NEXT 11-2023  
 Size: Heavy Base meter: 0.0 Inspection: STATE INSPECTION  
 G.V.W.: 0 Life meter: 134,725.0 Inspection due: 05 Every 12 Periods  
 Rear end cap: 0 Meter updated: 11/01/2022 Tire count: 0 Max: 0  
 Condition: 1 -No Visual damage

Last Changed:

## Robert Vela

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**From:** Robert Vela  
**Sent:** Monday, May 13, 2024 8:50 AM  
**To:** Robert Vela  
**Subject:** Pic 432



C



Year: 1992 Serial number: 1C9CS2DS2NW077646 Class: PUBLIC WORKS  
 Make: CHANCE COACH License plate: 106-2238 Department: STREETS  
 Model: VS-24 TROLLY Cross-reference: 440 Customer: 00001 PUB WORK

**General Preventive Maintenance Financial Depreciation Fluids Class GDF Vehicle GDF Alternate Meters Replacement Class Info User Defined Brakes**

Registration: Meter units: Miles Status: Available, not needed  
 Purchased: Odometer: 84,885.0 Location:  
 In service: Fuel meter: 81,770.0 Operator: NEXT 3-2022  
 Size: Heavy Base meter: 0.0 Inspection: STATE INSPECTION  
 G.V.W.: 0 Life meter: 84,885.0 Inspection due: 02 Every 12 Periods  
 Rear end cap: 0 Meter updated: 04/04/2022 Tire count: 0 Max: 0  
 Condition: 1 -No Visual damage

Last Changed:



## Robert Vela

---

**From:** Robert Vela  
**Sent:** Monday, May 13, 2024 8:51 AM  
**To:** Robert Vela  
**Subject:** 440



D

File Edit View Utilities Notes



Year: 1992 Serial number: 1C9CS2DS9NW077645 Class: PUBLIC WORKS  
 Make: CHANCE COACH License plate: 106-2239 Department: STREETS  
 Model: VS-24 TROLLY Cross-reference: 432 Customer: 00001 PUB WORK

General Preventive Maintenance Financial Depreciation Fluids Class GDF Vehicle GDF Alternate Meters Replacement Class Info User Defined Brakes

Registration: Meter units: Miles Status: Available, not needed  
 Purchased: Odometer: 56,714.0 Location:  
 In service: Fuel meter: 52,733.0 Operator: NEXT 3-2021  
 Size: Heavy Base meter: 0.0 Inspection: STATE INSPECTION  
 G.V.W.: 0 Life meter: 56,714.0 Inspection due: 03 Every 12 Periods  
 Rear end cap: 0 Meter updated: 02/10/2020 Tire count: 0 Max: 0  
 Condition: 1 -No Visual damage

Last Changed:



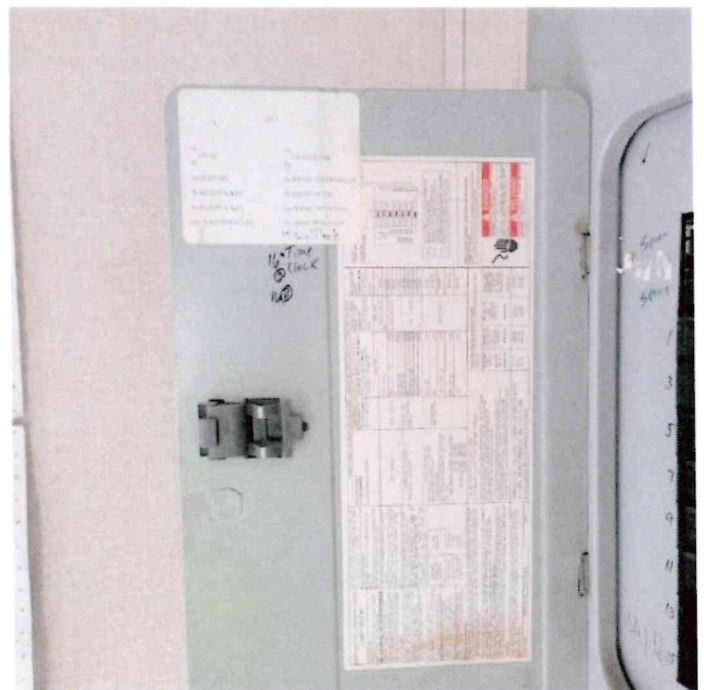
## Surplus

Luis Marin <luis.marin22803@icloud.com>

Thu 8/8/2024 8:49 AM

To: Luis Marin <luis.marin@pharr-tx.gov>

\*\*\*\*\* This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. \*\*\*\*\*



Sent from my iPhone



## Robert Vela

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**From:** Robert Vela  
**Sent:** Monday, May 13, 2024 10:59 AM  
**To:** Robert Vela



E

Sent from my iPhone

**Robert Vela**

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**From:** Robert Vela  
**Sent:** Friday, May 10, 2024 8:06 AM  
**To:** Robert Vela



F

Sent from my iPhone

File Edit View Utilities Notes



Year: 2004 Serial number: P0904-90228 Class: DEFAULT DEFAULT CLASS CODE IF NOT AS  
 Make: LANDA License plate: Department: TRAFFIC  
 Model: SLT6-32324E Cross-reference: M-461 Customer: 00001 PUB WORK

**General Preventive Maintenance Financial Depreciation Fluids Class GDF Vehicle GDF Alternate Meters Replacement Class Info User Defined Brakes**

Registration: Meter units: Miles Status: Available, not needed  
 Purchased: Odometer: 0.0 Location:  
 In service: Fuel meter: 0.0 Operator:  
 Size: Heavy Base meter: 0.0 Inspection:  
 G.V.W.: 0 Life meter: 0.0 Inspection due: 00 Every 00 Periods  
 Rear end cap: 0 Meter updated: Tire count: 0 Max: 0  
 Condition: 1 -No Visual damage

Last Changed:





G

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Sent from my iPhone





H

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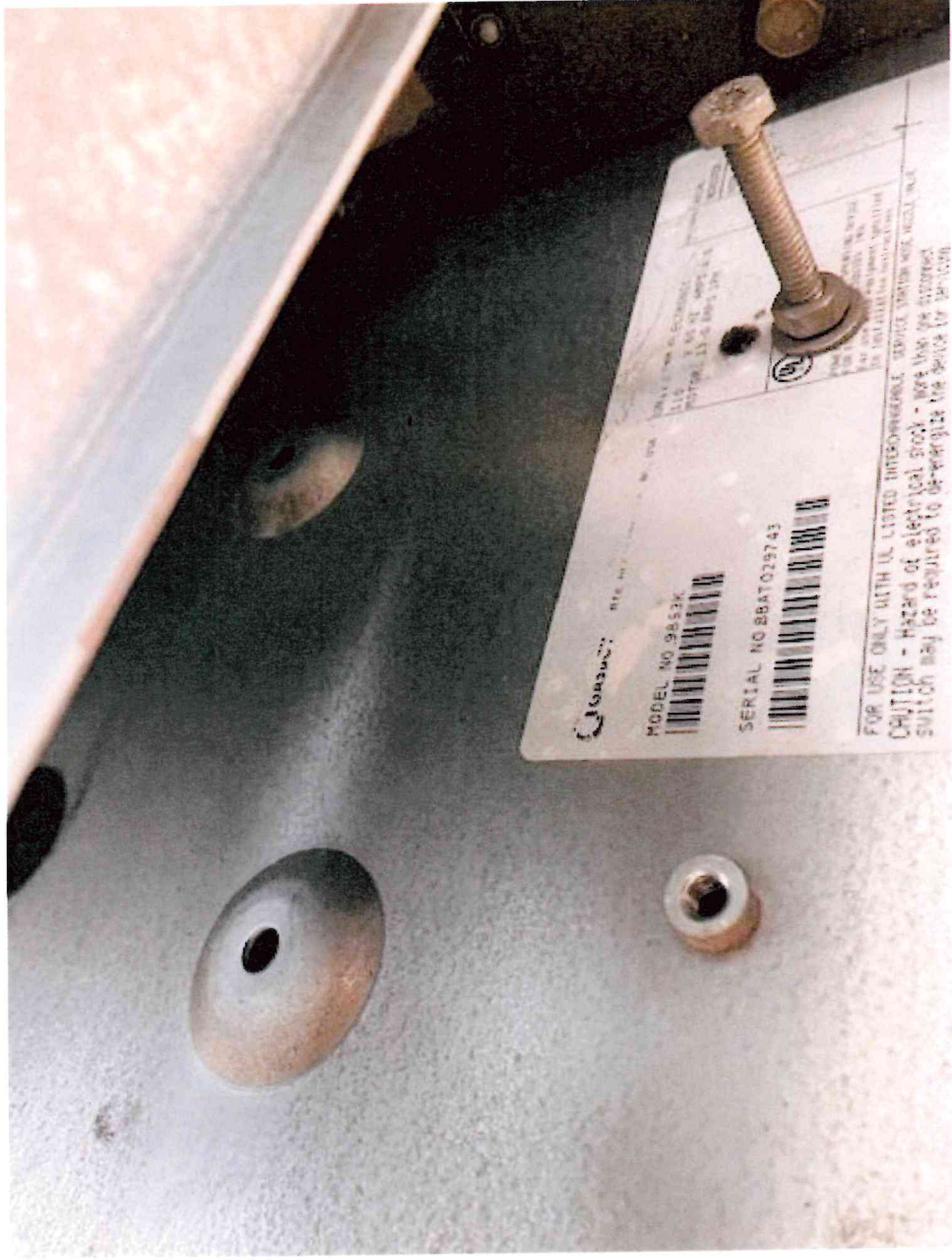




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Sent from my iPhone

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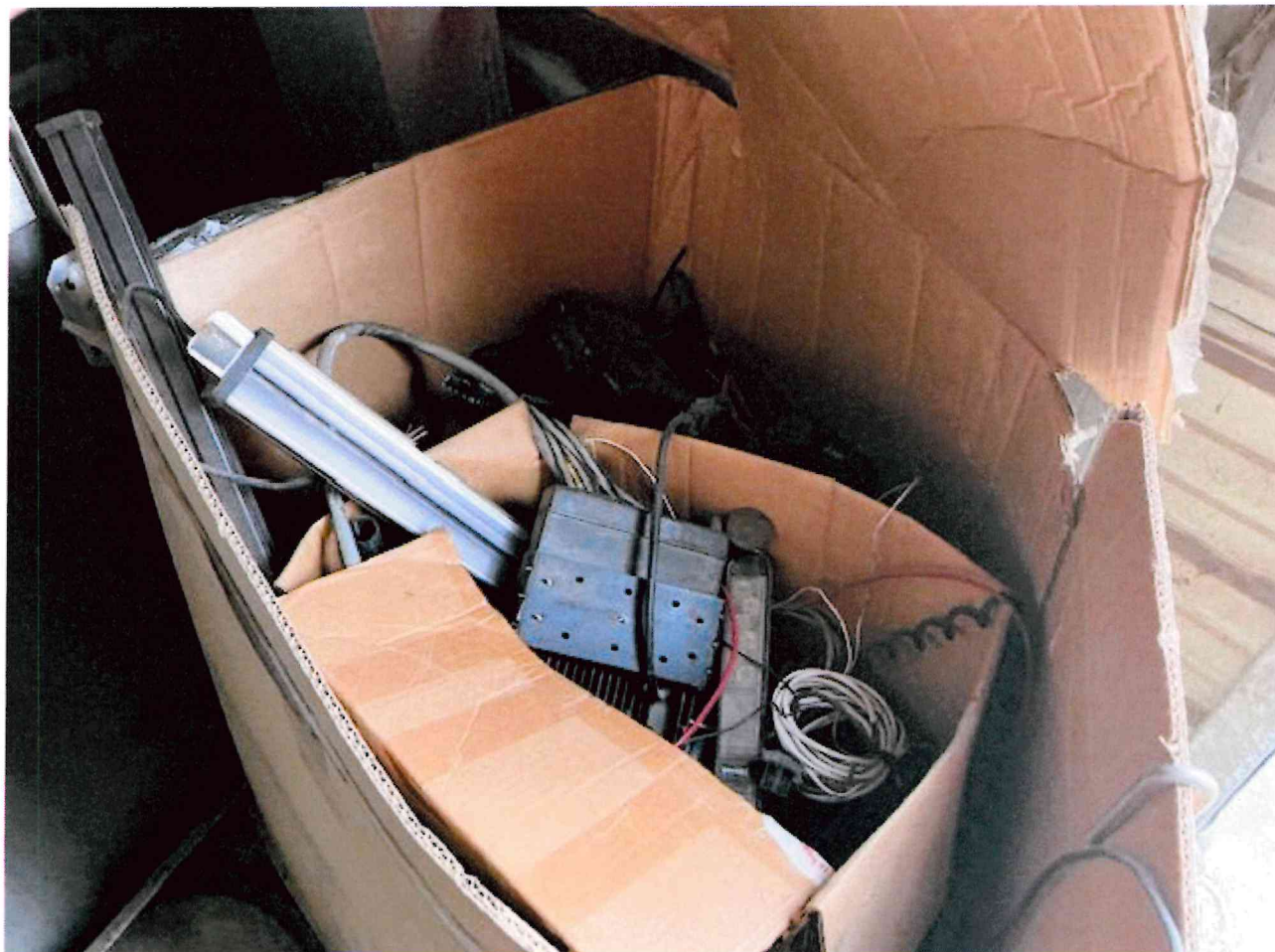


Sent from my iPhone

**Robert Vela**

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**From:** Robert Vela  
**Sent:** Friday, May 10, 2024 8:09 AM  
**To:** Robert Vela



J

Sent from my iPhone





K

Sent from my iPhone



L

Sent from my iPhone

Rim Clamp 5040 E



**Robert Vela**

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**From:** Robert Vela  
**Sent:** Monday, May 13, 2024 10:17 AM  
**To:** Robert Vela



M

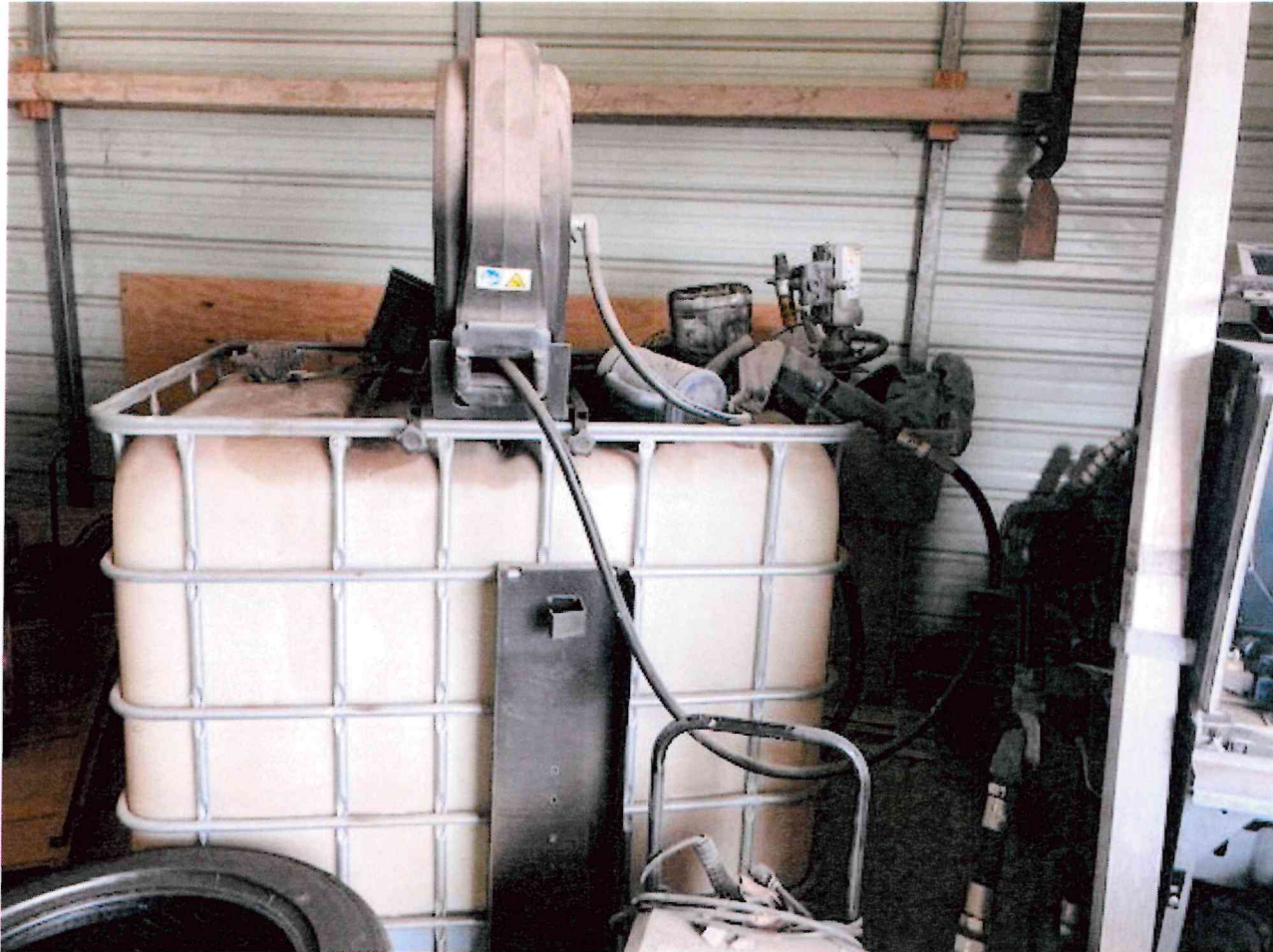
Sent from my iPhone



**Robert Vela**

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**From:** Robert Vela  
**Sent:** Monday, May 13, 2024 10:21 AM  
**To:** Robert Vela



N

Sent from my iPhone

## Robert Vela

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**From:** Robert Vela  
**Sent:** Friday, May 10, 2024 8:11 AM  
**To:** Robert Vela



0

Sent from my iPhone





Unit  
P., Q

Sent from my iPhone





R

3



S

3





T

Sent from my iPhone



## Robert Vela

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**From:** Robert Vela  
**Sent:** Friday, May 17, 2024 11:04 AM  
**To:** Robert Vela  
**Subject:** Fan



u.



Sent from my iPhone





W.





X.



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

**AGENDA ITEM #:** 7.D.

**DATE SUBMITTED:** August 13, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Beatriz Fuentes, HR Coordinator

**DEPARTMENT:** HR

**DIRECTOR:** Ashley Melendez

**Agenda Item:** Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission. **This item supports SSC - Safe and Secure Community.**

**Classification:** Regular

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

**Issue:** Due to the term of Mario Lizcano expiring on September 4, 2024; appointment/re-appointment needs to be made at this time. Such member shall serve a 3-year term.

Please be advised that Mr. Mario Lizcano has expressed interest in continuing to serve.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends re-appointment of member.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Beatriz Fuentes  
Ashley Melendez  
City Management Office

Created/Initiated - 8/13/2024  
Approved - 8/13/2024  
Final Approval - 8/14/2024

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

**RESOLUTION**  
**NO. R-2024-\_\_\_\_**

**WHEREAS**, the City Commission of the City of Pharr has adopted a Resolution creating the Pharr Firefighters and Police Officer's Civil Service Commission; and

**WHEREAS**, under the provision of the Texas Fire and Police Civil Service section 143.006(b), the Civil Service Commission is comprised of three (3) members to be appointed by the Chief Executive Officer and confirmed by the governing body of the municipality; and

**WHEREAS**, a person appointed to the commission must be of good moral character; be a United States citizen; be a resident of the municipality who has resided in the municipality for more than three years; be over 25 years of age and not have held a public office within the preceding three years; and

**WHEREAS**, members of said commission shall serve staggered three years terms with the term of one member expiring each year; and

**WHEREAS**, the term of Mario Lizcano will expire on September 4, 2024, and appointment/re-appointment needs to be made at this time.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, that the following citizen is hereby confirmed as a member of the Pharr Firefighter's and Police Officer's Civil Service Commission.

**NAME**

**LENGTH OF TERM**

3-year term (expiring 9/04/27)

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 19<sup>th</sup> day of August 2024.

CITY OF PHARR

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

ATTEST:

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





## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 14, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Hilda Pedraza, Assistant City Manager

**DEPARTMENT:** Finance

**DIRECTOR:** Jamison Merrick

**Agenda Item:** Submission of Certified Totals for Tax Assessed Values 2024 for Fiscal Year 2024-2025. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** Hidalgo County finalized the City of Pharr Property Assessment Value for Tax Year 2024 on July 19, 2024.

The total Net Taxable Value for 2024 is: \$5,009,441,666 or \$5.01 Billion (rounded), which represents an increase of 5.02% compared to last year.

Refer to attached report.

**Fiscal Consideration:** n/a

**Staff Recommendation:** This for presentation only.

**Alternatives:** n/a

**Exclude Material from Public Packet?** No

**Reason:** n/a

---

### ROUTING:

Hilda Pedraza  
Jamison Merrick  
Fabiola Sanchez  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/14/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Final Approval - 8/16/2024

**2024 CERTIFIED TOTALS**

Property Count: 28,453

CPR - CITY OF PHARR  
ARB Approved Totals

7/19/2024 10:24:52PM

| Land                       |             | Value         |                           |                                 |                 |
|----------------------------|-------------|---------------|---------------------------|---------------------------------|-----------------|
| Homesite:                  |             | 530,995,107   |                           |                                 |                 |
| Non Homesite:              |             | 1,383,011,394 |                           |                                 |                 |
| Ag Market:                 |             | 157,496,546   |                           |                                 |                 |
| Timber Market:             |             | 0             | <b>Total Land</b>         | (+)                             | 2,071,503,047   |
| Improvement                |             | Value         |                           |                                 |                 |
| Homesite:                  |             | 1,258,477,144 |                           |                                 |                 |
| Non Homesite:              |             | 2,198,590,738 | <b>Total Improvements</b> | (+)                             | 3,457,067,882   |
| Non Real                   |             | Count         | Value                     |                                 |                 |
| Personal Property:         | 2,326       |               | 627,908,034               |                                 |                 |
| Mineral Property:          | 251         |               | 1,248,225                 |                                 |                 |
| Autos:                     | 0           |               | 0                         | <b>Total Non Real</b>           | (+)             |
|                            |             |               |                           | <b>Market Value</b>             | = 629,156,259   |
|                            |             |               |                           |                                 | = 6,157,727,188 |
| Ag                         |             | Non Exempt    | Exempt                    |                                 |                 |
| Total Productivity Market: | 157,496,546 |               | 0                         |                                 |                 |
| Ag Use:                    | 972,769     |               | 0                         | <b>Productivity Loss</b>        | (-) 156,523,777 |
| Timber Use:                | 0           |               | 0                         | <b>Appraised Value</b>          | = 6,001,203,411 |
| Productivity Loss:         | 156,523,777 |               | 0                         |                                 |                 |
|                            |             |               |                           | <b>Homestead Cap</b>            | (-) 177,629,983 |
|                            |             |               |                           | <b>23.231 Cap</b>               | (-) 15,554,891  |
|                            |             |               |                           | <b>Assessed Value</b>           | = 5,808,018,537 |
|                            |             |               |                           | <b>Total Exemptions Amount</b>  | (-) 978,469,176 |
|                            |             |               |                           | <b>(Breakdown on Next Page)</b> |                 |
|                            |             |               |                           | <b>Net Taxable</b>              | = 4,829,549,361 |

| Freeze          | Assessed           | Taxable            | Actual Tax          | Ceiling             | Count        |                                |                 |
|-----------------|--------------------|--------------------|---------------------|---------------------|--------------|--------------------------------|-----------------|
| DP              | 34,282,750         | 32,938,464         | 148,191.72          | 152,314.19          | 331          |                                |                 |
| DPS             | 363,463            | 363,463            | 1,759.34            | 1,759.34            | 4            |                                |                 |
| OV65            | 477,842,079        | 412,377,433        | 1,785,000.92        | 1,821,099.58        | 4,509        |                                |                 |
| <b>Total</b>    | <b>512,488,292</b> | <b>445,679,360</b> | <b>1,934,951.98</b> | <b>1,975,173.11</b> | <b>4,844</b> | <b>Freeze Taxable</b>          | (-) 445,679,360 |
| <b>Tax Rate</b> | <b>0.7676000</b>   |                    |                     |                     |              |                                |                 |
|                 |                    |                    |                     |                     |              | <b>Freeze Adjusted Taxable</b> | = 4,383,870,001 |

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
35,585,538.11 = 4,383,870,001 \* (0.7676000 / 100) + 1,934,951.98

Certified Estimate of Market Value: 6,157,727,187  
Certified Estimate of Taxable Value: 4,829,549,361

Tax Increment Finance Value: 0  
Tax Increment Finance Levy: 0.00

**2024 CERTIFIED TOTALS**

Property Count: 28,453

CPR - CITY OF PHARR  
ARB Approved Totals

7/19/2024

10:27:12PM

**Exemption Breakdown**

| Exemption     | Count | Local              | State              | Total              |
|---------------|-------|--------------------|--------------------|--------------------|
| DP            | 353   | 0                  | 0                  | 0                  |
| DPS           | 4     | 0                  | 0                  | 0                  |
| DV1           | 78    | 0                  | 772,456            | 772,456            |
| DV1S          | 2     | 0                  | 10,000             | 10,000             |
| DV2           | 33    | 0                  | 337,500            | 337,500            |
| DV2S          | 2     | 0                  | 15,000             | 15,000             |
| DV3           | 41    | 0                  | 454,000            | 454,000            |
| DV3S          | 2     | 0                  | 20,000             | 20,000             |
| DV4           | 129   | 0                  | 1,548,000          | 1,548,000          |
| DV4S          | 22    | 0                  | 264,000            | 264,000            |
| DVHS          | 200   | 0                  | 39,461,579         | 39,461,579         |
| DVHSS         | 27    | 0                  | 4,222,001          | 4,222,001          |
| EX            | 22    | 0                  | 9,968,132          | 9,968,132          |
| EX-XU         | 2     | 0                  | 578,809            | 578,809            |
| EX-XV         | 636   | 0                  | 815,226,867        | 815,226,867        |
| EX366         | 218   | 0                  | 246,190            | 246,190            |
| FR            | 28    | 58,342,168         | 0                  | 58,342,168         |
| FRSS          | 1     | 0                  | 167,374            | 167,374            |
| OV65          | 4,504 | 43,733,933         | 0                  | 43,733,933         |
| OV65S         | 284   | 2,700,000          | 0                  | 2,700,000          |
| PC            | 1     | 213,199            | 0                  | 213,199            |
| SO            | 6     | 187,968            | 0                  | 187,968            |
| <b>Totals</b> |       | <b>105,177,268</b> | <b>873,291,908</b> | <b>978,469,176</b> |



**2024 CERTIFIED TOTALS**

Property Count: 374

CPR - CITY OF PHARR  
Under ARB Review Totals

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| Land                       |            | Value       |                                 |                       |             |
|----------------------------|------------|-------------|---------------------------------|-----------------------|-------------|
| Homesite:                  |            | 5,513,133   |                                 |                       |             |
| Non Homesite:              |            | 42,395,459  |                                 |                       |             |
| Ag Market:                 |            | 1,559,255   |                                 |                       |             |
| Timber Market:             |            | 0           | <b>Total Land</b>               | (+)                   | 49,467,847  |
| Improvement                |            | Value       |                                 |                       |             |
| Homesite:                  |            | 11,123,522  |                                 |                       |             |
| Non Homesite:              |            | 124,646,736 | <b>Total Improvements</b>       | (+)                   | 135,770,258 |
| Non Real                   |            | Count       | Value                           |                       |             |
| Personal Property:         | 10         |             | 3,039,783                       |                       |             |
| Mineral Property:          | 1          |             | 71                              |                       |             |
| Autos:                     | 0          |             | 0                               | <b>Total Non Real</b> | (+)         |
|                            |            |             |                                 | <b>Market Value</b>   | =           |
|                            |            |             |                                 |                       | 3,039,854   |
|                            |            |             |                                 |                       | 188,277,959 |
| Ag                         | Non Exempt | Exempt      |                                 |                       |             |
| Total Productivity Market: | 1,559,255  | 0           |                                 |                       |             |
| Ag Use:                    | 10,415     | 0           | <b>Productivity Loss</b>        | (-)                   | 1,548,840   |
| Timber Use:                | 0          | 0           | <b>Appraised Value</b>          | =                     | 186,729,119 |
| Productivity Loss:         | 1,548,840  | 0           |                                 |                       |             |
|                            |            |             | <b>Homestead Cap</b>            | (-)                   | 2,311,887   |
|                            |            |             | <b>23.231 Cap</b>               | (-)                   | 4,046,856   |
|                            |            |             | <b>Assessed Value</b>           | =                     | 180,370,376 |
|                            |            |             | <b>Total Exemptions Amount</b>  | (-)                   | 478,071     |
|                            |            |             | <b>(Breakdown on Next Page)</b> |                       |             |
|                            |            |             | <b>Net Taxable</b>              | =                     | 179,892,305 |

| Freeze          | Assessed         | Taxable          | Actual Tax       | Ceiling          | Count     |                                |     |             |
|-----------------|------------------|------------------|------------------|------------------|-----------|--------------------------------|-----|-------------|
| DP              | 414,082          | 414,082          | 2,411.10         | 2,411.10         | 4         |                                |     |             |
| OV65            | 3,361,819        | 2,941,905        | 13,116.40        | 13,125.64        | 39        |                                |     |             |
| <b>Total</b>    | <b>3,775,901</b> | <b>3,355,987</b> | <b>15,527.50</b> | <b>15,536.74</b> | <b>43</b> | <b>Freeze Taxable</b>          | (-) | 3,355,987   |
| <b>Tax Rate</b> | <b>0.7676000</b> |                  |                  |                  |           |                                |     |             |
|                 |                  |                  |                  |                  |           | <b>Freeze Adjusted Taxable</b> | =   | 176,536,318 |

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
1,370,620.28 = 176,536,318 \* (0.7676000 / 100) + 15,527.50

Certified Estimate of Market Value: 166,716,974  
Certified Estimate of Taxable Value: 164,036,137  
Tax Increment Finance Value: 0  
Tax Increment Finance Levy: 0.00

**2024 CERTIFIED TOTALS**

Property Count: 374

CPR - CITY OF PHARR  
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**Exemption Breakdown**

| Exemption | Count | Local   | State  | Total   |
|-----------|-------|---------|--------|---------|
| DP        | 4     | 0       | 0      | 0       |
| DV1       | 1     | 0       | 12,000 | 12,000  |
| DV3       | 1     | 0       | 12,000 | 12,000  |
| DV4       | 2     | 0       | 24,000 | 24,000  |
| EX366     | 1     | 0       | 71     | 71      |
| OV65      | 40    | 396,086 | 0      | 396,086 |
| OV65S     | 4     | 33,914  | 0      | 33,914  |
| Totals    |       | 430,000 | 48,071 | 478,071 |

**2024 CERTIFIED TOTALS**

Property Count: 28,827

CPR - CITY OF PHARR  
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| Land                       |             | Value         |                                                             |                       |               |
|----------------------------|-------------|---------------|-------------------------------------------------------------|-----------------------|---------------|
| Homesite:                  |             | 536,508,240   |                                                             |                       |               |
| Non Homesite:              |             | 1,425,406,853 |                                                             |                       |               |
| Ag Market:                 |             | 159,055,801   |                                                             |                       |               |
| Timber Market:             |             | 0             | <b>Total Land</b>                                           | (+)                   | 2,120,970,894 |
| Improvement                |             | Value         |                                                             |                       |               |
| Homesite:                  |             | 1,269,600,666 |                                                             |                       |               |
| Non Homesite:              |             | 2,323,237,474 | <b>Total Improvements</b>                                   | (+)                   | 3,592,838,140 |
| Non Real                   |             | Count         | Value                                                       |                       |               |
| Personal Property:         | 2,336       |               | 630,947,817                                                 |                       |               |
| Mineral Property:          | 252         |               | 1,248,296                                                   |                       |               |
| Autos:                     | 0           |               | 0                                                           | <b>Total Non Real</b> | (+)           |
|                            |             |               | <b>Market Value</b>                                         | =                     | 632,196,113   |
|                            |             |               |                                                             |                       | 6,346,005,147 |
| Ag                         | Non Exempt  | Exempt        |                                                             |                       |               |
| Total Productivity Market: | 159,055,801 | 0             |                                                             |                       |               |
| Ag Use:                    | 983,184     | 0             | <b>Productivity Loss</b>                                    | (-)                   | 158,072,617   |
| Timber Use:                | 0           | 0             | <b>Appraised Value</b>                                      | =                     | 6,187,932,530 |
| Productivity Loss:         | 158,072,617 | 0             |                                                             |                       |               |
|                            |             |               | <b>Homestead Cap</b>                                        | (-)                   | 179,941,870   |
|                            |             |               | <b>23.231 Cap</b>                                           | (-)                   | 19,601,747    |
|                            |             |               | <b>Assessed Value</b>                                       | =                     | 5,988,388,913 |
|                            |             |               | <b>Total Exemptions Amount<br/>(Breakdown on Next Page)</b> | (-)                   | 978,947,247   |
|                            |             |               | <b>Net Taxable</b>                                          | =                     | 5,009,441,666 |

| Freeze          | Assessed           | Taxable            | Actual Tax          | Ceiling             | Count        |                                |                 |
|-----------------|--------------------|--------------------|---------------------|---------------------|--------------|--------------------------------|-----------------|
| DP              | 34,696,832         | 33,352,546         | 150,602.82          | 154,725.29          | 335          |                                |                 |
| DPS             | 363,463            | 363,463            | 1,759.34            | 1,759.34            | 4            |                                |                 |
| OV65            | 481,203,898        | 415,319,338        | 1,798,117.32        | 1,834,225.22        | 4,548        |                                |                 |
| <b>Total</b>    | <b>516,264,193</b> | <b>449,035,347</b> | <b>1,950,479.48</b> | <b>1,990,709.85</b> | <b>4,887</b> | <b>Freeze Taxable</b>          | (-) 449,035,347 |
| <b>Tax Rate</b> | <b>0.7676000</b>   |                    |                     |                     |              |                                |                 |
|                 |                    |                    |                     |                     |              | <b>Freeze Adjusted Taxable</b> | = 4,560,406,319 |

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
36,956,158.38 = 4,560,406,319 \* (0.7676000 / 100) + 1,950,479.48

Certified Estimate of Market Value: 6,324,444,161  
Certified Estimate of Taxable Value: 4,993,585,498

Tax Increment Finance Value: 0  
Tax Increment Finance Levy: 0.00



**2024 CERTIFIED TOTALS**

Property Count: 28,827

CPR - CITY OF PHARR  
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**Exemption Breakdown**

| Exemption     | Count | Local              | State              | Total              |
|---------------|-------|--------------------|--------------------|--------------------|
| DP            | 357   | 0                  | 0                  | 0                  |
| DPS           | 4     | 0                  | 0                  | 0                  |
| DV1           | 79    | 0                  | 784,456            | 784,456            |
| DV1S          | 2     | 0                  | 10,000             | 10,000             |
| DV2           | 33    | 0                  | 337,500            | 337,500            |
| DV2S          | 2     | 0                  | 15,000             | 15,000             |
| DV3           | 42    | 0                  | 466,000            | 466,000            |
| DV3S          | 2     | 0                  | 20,000             | 20,000             |
| DV4           | 131   | 0                  | 1,572,000          | 1,572,000          |
| DV4S          | 22    | 0                  | 264,000            | 264,000            |
| DVHS          | 200   | 0                  | 39,461,579         | 39,461,579         |
| DVHSS         | 27    | 0                  | 4,222,001          | 4,222,001          |
| EX            | 22    | 0                  | 9,968,132          | 9,968,132          |
| EX-XU         | 2     | 0                  | 578,809            | 578,809            |
| EX-XV         | 636   | 0                  | 815,226,867        | 815,226,867        |
| EX366         | 219   | 0                  | 246,261            | 246,261            |
| FR            | 28    | 58,342,168         | 0                  | 58,342,168         |
| FRSS          | 1     | 0                  | 167,374            | 167,374            |
| OV65          | 4,544 | 44,130,019         | 0                  | 44,130,019         |
| OV65S         | 288   | 2,733,914          | 0                  | 2,733,914          |
| PC            | 1     | 213,199            | 0                  | 213,199            |
| SO            | 6     | 187,968            | 0                  | 187,968            |
| <b>Totals</b> |       | <b>105,607,268</b> | <b>873,339,979</b> | <b>978,947,247</b> |

**2024 CERTIFIED TOTALS**

Property Count: 28,453

CPR - CITY OF PHARR  
ARB Approved Totals

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**State Category Breakdown**

| State Code Description |                               | Count  | Acres       | New Value     | Market Value    | Taxable Value   |
|------------------------|-------------------------------|--------|-------------|---------------|-----------------|-----------------|
| A                      | SINGLE FAMILY RESIDENCE       | 18,373 | 3,092.7185  | \$32,868,859  | \$2,632,089,036 | \$2,365,124,687 |
| B                      | MULTIFAMILY RESIDENCE         | 1,126  | 261.5964    | \$36,868,762  | \$464,396,591   | \$460,897,711   |
| C1                     | VACANT LOTS AND LAND TRACTS   | 1,867  | 1,187.9987  | \$0           | \$171,727,959   | \$169,402,358   |
| D1                     | QUALIFIED OPEN-SPACE LAND     | 189    | 2,351.0491  | \$0           | \$157,496,546   | \$972,682       |
| D2                     | IMPROVEMENTS ON QUALIFIED OP  | 10     |             | \$0           | \$54,728        | \$54,728        |
| E                      | RURAL LAND, NON QUALIFIED OPE | 59     | 295.3200    | \$9,690       | \$24,139,923    | \$23,181,894    |
| F1                     | COMMERCIAL REAL PROPERTY      | 1,566  | 2,558.9222  | \$26,623,347  | \$1,163,473,342 | \$1,157,205,776 |
| F2                     | INDUSTRIAL AND MANUFACTURIN   | 16     | 35.1177     | \$0           | \$19,441,126    | \$19,385,312    |
| G1                     | OIL AND GAS                   | 182    |             | \$0           | \$1,186,923     | \$1,178,948     |
| J1                     | WATER SYSTEMS                 | 1      |             | \$0           | \$2,411         | \$2,411         |
| J2                     | GAS DISTRIBUTION SYSTEM       | 6      | 6.9720      | \$0           | \$4,204,189     | \$4,072,001     |
| J3                     | ELECTRIC COMPANY (INCLUDING C | 37     | 33.8895     | \$0           | \$75,940,063    | \$75,940,063    |
| J4                     | TELEPHONE COMPANY (INCLUDI    | 16     | 1.0839      | \$0           | \$3,987,272     | \$3,987,272     |
| J5                     | RAILROAD                      | 4      |             | \$0           | \$86,960        | \$86,960        |
| J6                     | PIPELAND COMPANY              | 4      |             | \$0           | \$236,280       | \$236,280       |
| J7                     | CABLE TELEVISION COMPANY      | 3      |             | \$0           | \$7,970,100     | \$7,970,100     |
| L1                     | COMMERCIAL PERSONAL PROPE     | 1,906  |             | \$1,933,030   | \$480,304,333   | \$421,661,148   |
| L2                     | INDUSTRIAL AND MANUFACTURIN   | 78     |             | \$531,010     | \$8,123,780     | \$8,123,780     |
| M1                     | TANGIBLE OTHER PERSONAL, MOB  | 2,209  |             | \$4,178,465   | \$63,454,798    | \$57,257,526    |
| O                      | RESIDENTIAL INVENTORY         | 24     | 5.0390      | \$213,296     | \$1,256,363     | \$1,256,363     |
| S                      | SPECIAL INVENTORY TAX         | 101    |             | \$0           | \$51,551,361    | \$51,551,361    |
| X                      | TOTALLY EXEMPT PROPERTY       | 878    | 2,454.9578  | \$158,385     | \$826,603,104   | \$0             |
| <b>Totals</b>          |                               |        | 12,284.6648 | \$103,384,844 | \$6,157,727,188 | \$4,829,549,361 |

**2024 CERTIFIED TOTALS**

Property Count: 374

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**State Category Breakdown**

| State Code Description |                               | Count | Acres    | New Value   | Market Value  | Taxable Value |
|------------------------|-------------------------------|-------|----------|-------------|---------------|---------------|
| A                      | SINGLE FAMILY RESIDENCE       | 244   | 37.5678  | \$159,916   | \$28,181,859  | \$24,973,430  |
| B                      | MULTIFAMILY RESIDENCE         | 49    | 12.3299  | \$3,131,206 | \$23,804,356  | \$23,023,314  |
| C1                     | VACANT LOTS AND LAND TRACTS   | 24    | 56.4406  | \$0         | \$4,473,507   | \$4,343,399   |
| D1                     | QUALIFIED OPEN-SPACE LAND     | 3     | 24.5860  | \$0         | \$1,559,255   | \$10,415      |
| E                      | RURAL LAND, NON QUALIFIED OPE | 2     | 1.3100   | \$0         | \$139,833     | \$123,409     |
| F1                     | COMMERCIAL REAL PROPERTY      | 41    | 127.1450 | \$427,321   | \$126,823,562 | \$124,139,608 |
| J3                     | ELECTRIC COMPANY (INCLUDING C | 1     | 0.2187   | \$0         | \$43,300      | \$43,300      |
| J6                     | PIPELAND COMPANY              | 1     | 0.3015   | \$0         | \$59,699      | \$59,699      |
| L1                     | COMMERCIAL PERSONAL PROPE     | 10    |          | \$0         | \$3,039,783   | \$3,039,783   |
| M1                     | TANGIBLE OTHER PERSONAL, MOB  | 4     |          | \$0         | \$152,734     | \$135,948     |
| X                      | TOTALLY EXEMPT PROPERTY       | 1     |          | \$0         | \$71          | \$0           |
| <b>Totals</b>          |                               |       | 259.8995 | \$3,718,443 | \$188,277,959 | \$179,892,305 |



**2024 CERTIFIED TOTALS**

Property Count: 28,827

CPR - CITY OF PHARR  
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**State Category Breakdown**

| State Code    | Description                   | Count  | Acres       | New Value     | Market Value    | Taxable Value   |
|---------------|-------------------------------|--------|-------------|---------------|-----------------|-----------------|
| A             | SINGLE FAMILY RESIDENCE       | 18,617 | 3,130.2863  | \$33,028,775  | \$2,660,270,895 | \$2,390,098,117 |
| B             | MULTIFAMILY RESIDENCE         | 1,175  | 273.9263    | \$39,999,968  | \$488,200,947   | \$483,921,025   |
| C1            | VACANT LOTS AND LAND TRACTS   | 1,891  | 1,244.4393  | \$0           | \$176,201,466   | \$173,745,757   |
| D1            | QUALIFIED OPEN-SPACE LAND     | 192    | 2,375.6351  | \$0           | \$159,055,801   | \$983,097       |
| D2            | IMPROVEMENTS ON QUALIFIED OP  | 10     |             | \$0           | \$54,728        | \$54,728        |
| E             | RURAL LAND, NON QUALIFIED OPE | 61     | 296.6300    | \$9,690       | \$24,279,756    | \$23,305,303    |
| F1            | COMMERCIAL REAL PROPERTY      | 1,607  | 2,686.0672  | \$27,050,668  | \$1,290,296,904 | \$1,281,345,384 |
| F2            | INDUSTRIAL AND MANUFACTURIN   | 16     | 35.1177     | \$0           | \$19,441,126    | \$19,385,312    |
| G1            | OIL AND GAS                   | 182    |             | \$0           | \$1,186,923     | \$1,178,948     |
| J1            | WATER SYSTEMS                 | 1      |             | \$0           | \$2,411         | \$2,411         |
| J2            | GAS DISTRIBUTION SYSTEM       | 6      | 6.9720      | \$0           | \$4,204,189     | \$4,072,001     |
| J3            | ELECTRIC COMPANY (INCLUDING C | 38     | 34.1082     | \$0           | \$75,983,363    | \$75,983,363    |
| J4            | TELEPHONE COMPANY (INCLUDI    | 16     | 1.0839      | \$0           | \$3,987,272     | \$3,987,272     |
| J5            | RAILROAD                      | 4      |             | \$0           | \$86,960        | \$86,960        |
| J6            | PIPELAND COMPANY              | 5      | 0.3015      | \$0           | \$295,979       | \$295,979       |
| J7            | CABLE TELEVISION COMPANY      | 3      |             | \$0           | \$7,970,100     | \$7,970,100     |
| L1            | COMMERCIAL PERSONAL PROPE     | 1,916  |             | \$1,933,030   | \$483,344,116   | \$424,700,931   |
| L2            | INDUSTRIAL AND MANUFACTURIN   | 78     |             | \$531,010     | \$8,123,780     | \$8,123,780     |
| M1            | TANGIBLE OTHER PERSONAL, MOB  | 2,213  |             | \$4,178,465   | \$63,607,532    | \$57,393,474    |
| O             | RESIDENTIAL INVENTORY         | 24     | 5.0390      | \$213,296     | \$1,256,363     | \$1,256,363     |
| S             | SPECIAL INVENTORY TAX         | 101    |             | \$0           | \$51,551,361    | \$51,551,361    |
| X             | TOTALLY EXEMPT PROPERTY       | 879    | 2,454.9578  | \$158,385     | \$826,603,175   | \$0             |
| <b>Totals</b> |                               |        | 12,544.5643 | \$107,103,287 | \$6,346,005,147 | \$5,009,441,666 |

**2024 CERTIFIED TOTALS**

Property Count: 28,453

CPR - CITY OF PHARR  
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**CAD State Category Breakdown**

| State Code Description |                                 | Count  | Acres       | New Value     | Market Value    | Taxable Value   |
|------------------------|---------------------------------|--------|-------------|---------------|-----------------|-----------------|
|                        |                                 | 1      |             | \$0           | \$19,200        | \$3,229         |
| A1                     | REAL, RESIDENTIAL, SINGLE-FAMIL | 16,499 | 2,848.2646  | \$32,639,890  | \$2,525,795,659 | \$2,268,754,021 |
| A2                     | REAL, RESIDENTIAL, MOBILE HOME  | 1,940  | 244.4539    | \$228,969     | \$106,293,377   | \$96,370,666    |
| B1                     | REAL, RESIDENTIAL, DUPLEXES     | 1,076  | 247.2281    | \$36,868,762  | \$439,178,119   | \$436,159,827   |
| B2                     | REAL, RESIDENTIAL, APARTMENTS   | 65     | 14.3683     | \$0           | \$25,218,472    | \$24,737,884    |
| C1                     | REAL PROPERTY: VACANT LOTS AN   | 1,843  | 1,158.2008  | \$0           | \$164,910,732   | \$162,585,131   |
| C3                     | REAL, VACANT PLATTED RURAL OR I | 24     | 29.7979     | \$0           | \$6,817,227     | \$6,817,227     |
| D1                     | REAL PROPERTY: QUALIFIED OPEN-  | 189    | 2,351.0491  | \$0           | \$157,496,546   | \$972,682       |
| D2                     | RE PROPERTY FARMLAND RANCH I    | 10     |             | \$0           | \$54,728        | \$54,728        |
| E1                     | REAL, FARM/RANCH, HOUSE         | 39     | 50.9760     | \$9,690       | \$9,035,202     | \$8,460,130     |
| E2                     | REAL, FARM/RANCH, MOBILE HOME   | 2      | 1.1100      | \$0           | \$144,709       | \$144,709       |
| E3                     | REAL, FARM/RANCH, OTHER IMPROV  | 19     | 243.2340    | \$0           | \$14,960,012    | \$14,577,055    |
| F1                     | REAL, Commercial                | 1,566  | 2,558.9222  | \$26,623,347  | \$1,163,473,342 | \$1,157,205,776 |
| F2                     | REAL, Industrial                | 16     | 35.1177     | \$0           | \$19,441,126    | \$19,385,312    |
| G1                     | OIL AND GAS                     | 182    |             | \$0           | \$1,186,923     | \$1,178,948     |
| J1                     | REAL & TANGIBLE PERSONAL, UTIL  | 1      |             | \$0           | \$2,411         | \$2,411         |
| J2                     | REAL & TANGIBLE PERSONAL, UTIL  | 6      | 6.9720      | \$0           | \$4,204,189     | \$4,072,001     |
| J3                     | REAL & TANGIBLE PERSONAL, UTIL  | 37     | 33.8895     | \$0           | \$75,940,063    | \$75,940,063    |
| J4                     | REAL & TANGIBLE PERSONAL, UTIL  | 16     | 1.0839      | \$0           | \$3,987,272     | \$3,987,272     |
| J5                     | REAL & TANGIBLE PERSONAL, UTIL  | 4      |             | \$0           | \$86,960        | \$86,960        |
| J6                     | REAL & TANGIBLE PERSONAL, UTIL  | 4      |             | \$0           | \$236,280       | \$236,280       |
| J7                     | REAL & TANGIBLE PERSONAL, UTIL  | 3      |             | \$0           | \$7,970,100     | \$7,970,100     |
| K1                     | FARM/RANCH PERS                 | 1      |             | \$0           | \$7,140         | \$7,140         |
| L1                     | TANGIBLE, PERSONAL PROPERTY, C  | 1,906  |             | \$1,933,030   | \$480,277,993   | \$421,650,779   |
| L2                     | TANGIBLE, PERSONAL PROPERTY, I  | 78     |             | \$531,010     | \$8,123,780     | \$8,123,780     |
| M1                     | TANGIBLE OTHER PERSONAL, MOBI   | 1,913  |             | \$4,129,270   | \$62,057,512    | \$55,984,469    |
| M3                     | TANGIBLE OTHER PERSONAL         | 296    |             | \$49,195      | \$1,397,286     | \$1,273,057     |
| O1                     | INVENTORY, VACANT RES LAND      | 23     | 4.8850      | \$0           | \$999,382       | \$999,382       |
| O2                     | INVENTORY, IMPROVED RES         | 1      | 0.1540      | \$213,296     | \$256,981       | \$256,981       |
| S                      | SPECIAL INVENTORY               | 101    |             | \$0           | \$51,551,361    | \$51,551,361    |
| X                      | FULL EXEMPTIONS                 | 878    | 2,454.9578  | \$158,385     | \$826,603,104   | \$0             |
| <b>Totals</b>          |                                 |        | 12,284.6648 | \$103,384,844 | \$6,157,727,188 | \$4,829,549,361 |

**2024 CERTIFIED TOTALS**

Property Count: 374

CPR - CITY OF PHARR  
Under ARB Review Totals

7/19/2024 10:27:12PM

**CAD State Category Breakdown**

| State Code Description |                                 | Count | Acres    | New Value   | Market Value  | Taxable Value |
|------------------------|---------------------------------|-------|----------|-------------|---------------|---------------|
| A1                     | REAL, RESIDENTIAL, SINGLE-FAMIL | 218   | 34.3820  | \$159,916   | \$26,545,295  | \$23,527,686  |
| A2                     | REAL, RESIDENTIAL, MOBILE HOME  | 27    | 3.1858   | \$0         | \$1,636,564   | \$1,445,744   |
| B1                     | REAL, RESIDENTIAL, DUPLEXES     | 49    | 11.8540  | \$3,131,206 | \$23,582,545  | \$22,801,503  |
| B2                     | REAL, RESIDENTIAL, APARTMENTS   | 1     | 0.4759   | \$0         | \$221,811     | \$221,811     |
| C1                     | REAL PROPERTY: VACANT LOTS AN   | 24    | 56.4406  | \$0         | \$4,473,507   | \$4,343,399   |
| D1                     | REAL PROPERTY: QUALIFIED OPEN-  | 3     | 24.5860  | \$0         | \$1,559,255   | \$10,415      |
| E1                     | REAL, FARM/RANCH, HOUSE         | 2     | 1.3100   | \$0         | \$139,833     | \$123,409     |
| F1                     | REAL, Commercial                | 41    | 127.1450 | \$427,321   | \$126,823,562 | \$124,139,608 |
| J3                     | REAL & TANGIBLE PERSONAL, UTIL  | 1     | 0.2187   | \$0         | \$43,300      | \$43,300      |
| J6                     | REAL & TANGIBLE PERSONAL, UTIL  | 1     | 0.3015   | \$0         | \$59,699      | \$59,699      |
| L1                     | TANGIBLE, PERSONAL PROPERTY, C  | 10    |          | \$0         | \$3,039,783   | \$3,039,783   |
| M1                     | TANGIBLE OTHER PERSONAL, MOBI   | 4     |          | \$0         | \$152,734     | \$135,948     |
| X                      | FULL EXEMPTIONS                 | 1     |          | \$0         | \$71          | \$0           |
| <b>Totals</b>          |                                 |       | 259.8995 | \$3,718,443 | \$188,277,959 | \$179,892,305 |



**2024 CERTIFIED TOTALS**

Property Count: 28,827

CPR - CITY OF PHARR  
Grand Totals

7/19/2024 10:27:12PM

**CAD State Category Breakdown**

| State Code Description |                                 | Count  | Acres       | New Value     | Market Value    | Taxable Value   |
|------------------------|---------------------------------|--------|-------------|---------------|-----------------|-----------------|
|                        |                                 | 1      |             | \$0           | \$19,200        | \$3,229         |
| A1                     | REAL, RESIDENTIAL, SINGLE-FAMIL | 16,717 | 2,882.6466  | \$32,799,806  | \$2,552,340,954 | \$2,292,281,707 |
| A2                     | REAL, RESIDENTIAL, MOBILE HOME  | 1,967  | 247.6397    | \$228,969     | \$107,929,941   | \$97,816,410    |
| B1                     | REAL, RESIDENTIAL, DUPLEXES     | 1,125  | 259.0821    | \$39,999,968  | \$462,760,664   | \$458,961,330   |
| B2                     | REAL, RESIDENTIAL, APARTMENTS   | 66     | 14.8442     | \$0           | \$25,440,283    | \$24,959,695    |
| C1                     | REAL PROPERTY: VACANT LOTS AN   | 1,867  | 1,214.6414  | \$0           | \$169,384,239   | \$166,928,530   |
| C3                     | REAL, VACANT PLATTED RURAL OR I | 24     | 29.7979     | \$0           | \$6,817,227     | \$6,817,227     |
| D1                     | REAL PROPERTY: QUALIFIED OPEN-  | 192    | 2,375.6351  | \$0           | \$159,055,801   | \$983,097       |
| D2                     | RE PROPERTY FARMLAND RANCH I    | 10     |             | \$0           | \$54,728        | \$54,728        |
| E1                     | REAL, FARM/RANCH, HOUSE         | 41     | 52.2860     | \$9,690       | \$9,175,035     | \$8,583,539     |
| E2                     | REAL, FARM/RANCH, MOBILE HOME   | 2      | 1.1100      | \$0           | \$144,709       | \$144,709       |
| E3                     | REAL, FARM/RANCH, OTHER IMPROV  | 19     | 243.2340    | \$0           | \$14,960,012    | \$14,577,055    |
| F1                     | REAL, Commercial                | 1,607  | 2,686.0672  | \$27,050,668  | \$1,290,296,904 | \$1,281,345,384 |
| F2                     | REAL, Industrial                | 16     | 35.1177     | \$0           | \$19,441,126    | \$19,385,312    |
| G1                     | OIL AND GAS                     | 182    |             | \$0           | \$1,186,923     | \$1,178,948     |
| J1                     | REAL & TANGIBLE PERSONAL, UTIL  | 1      |             | \$0           | \$2,411         | \$2,411         |
| J2                     | REAL & TANGIBLE PERSONAL, UTIL  | 6      | 6.9720      | \$0           | \$4,204,189     | \$4,072,001     |
| J3                     | REAL & TANGIBLE PERSONAL, UTIL  | 38     | 34.1082     | \$0           | \$75,983,363    | \$75,983,363    |
| J4                     | REAL & TANGIBLE PERSONAL, UTIL  | 16     | 1.0839      | \$0           | \$3,987,272     | \$3,987,272     |
| J5                     | REAL & TANGIBLE PERSONAL, UTIL  | 4      |             | \$0           | \$86,960        | \$86,960        |
| J6                     | REAL & TANGIBLE PERSONAL, UTIL  | 5      | 0.3015      | \$0           | \$295,979       | \$295,979       |
| J7                     | REAL & TANGIBLE PERSONAL, UTIL  | 3      |             | \$0           | \$7,970,100     | \$7,970,100     |
| K1                     | FARM/RANCH PERS                 | 1      |             | \$0           | \$7,140         | \$7,140         |
| L1                     | TANGIBLE, PERSONAL PROPERTY, C  | 1,916  |             | \$1,933,030   | \$483,317,776   | \$424,690,562   |
| L2                     | TANGIBLE, PERSONAL PROPERTY, I  | 78     |             | \$531,010     | \$8,123,780     | \$8,123,780     |
| M1                     | TANGIBLE OTHER PERSONAL, MOBI   | 1,917  |             | \$4,129,270   | \$62,210,246    | \$56,120,417    |
| M3                     | TANGIBLE OTHER PERSONAL         | 296    |             | \$49,195      | \$1,397,286     | \$1,273,057     |
| O1                     | INVENTORY, VACANT RES LAND      | 23     | 4.8850      | \$0           | \$999,382       | \$999,382       |
| O2                     | INVENTORY, IMPROVED RES         | 1      | 0.1540      | \$213,296     | \$256,981       | \$256,981       |
| S                      | SPECIAL INVENTORY               | 101    |             | \$0           | \$51,551,361    | \$51,551,361    |
| X                      | FULL EXEMPTIONS                 | 879    | 2,454.9578  | \$158,385     | \$826,603,175   | \$0             |
| <b>Totals</b>          |                                 |        | 12,544.5643 | \$107,103,287 | \$6,346,005,147 | \$5,009,441,666 |

**2024 CERTIFIED TOTALS**

Property Count: 28,827

CPR - CITY OF PHARR  
Effective Rate Assumption

7/19/2024 10:27:12PM

**New Value**

|                                 |                      |
|---------------------------------|----------------------|
| <b>TOTAL NEW VALUE MARKET:</b>  | <b>\$107,103,287</b> |
| <b>TOTAL NEW VALUE TAXABLE:</b> | <b>\$105,494,138</b> |

**New Exemptions**

| Exemption                             | Description                                    | Count |                   |                    |
|---------------------------------------|------------------------------------------------|-------|-------------------|--------------------|
| EX-XV                                 | Other Exemptions (including public property, r | 19    | 2023 Market Value | \$4,136,622        |
| EX366                                 | HB366 Exempt                                   | 76    | 2023 Market Value | \$123,847          |
| <b>ABSOLUTE EXEMPTIONS VALUE LOSS</b> |                                                |       |                   | <b>\$4,260,469</b> |

| Exemption                            | Description                                  | Count      | Exemption Amount    |
|--------------------------------------|----------------------------------------------|------------|---------------------|
| DP                                   | Disability                                   | 24         | \$0                 |
| DV1                                  | Disabled Veterans 10% - 29%                  | 4          | \$41,000            |
| DV2                                  | Disabled Veterans 30% - 49%                  | 2          | \$15,000            |
| DV3                                  | Disabled Veterans 50% - 69%                  | 3          | \$32,000            |
| DV3S                                 | Disabled Veterans Surviving Spouse 50% - 69% | 1          | \$10,000            |
| DV4                                  | Disabled Veterans 70% - 100%                 | 13         | \$156,000           |
| DV4S                                 | Disabled Veterans Surviving Spouse 70% - 100 | 1          | \$12,000            |
| DVHS                                 | Disabled Veteran Homestead                   | 31         | \$5,963,631         |
| OV65                                 | Over 65                                      | 332        | \$3,246,086         |
| OV65S                                | OV65 Surviving Spouse                        | 26         | \$233,914           |
| <b>PARTIAL EXEMPTIONS VALUE LOSS</b> |                                              | <b>437</b> | <b>\$9,709,631</b>  |
| <b>NEW EXEMPTIONS VALUE LOSS</b>     |                                              |            | <b>\$13,970,100</b> |

**Increased Exemptions**

| Exemption                              | Description | Count | Increased Exemption Amount |
|----------------------------------------|-------------|-------|----------------------------|
| <b>INCREASED EXEMPTIONS VALUE LOSS</b> |             |       |                            |
| <b>TOTAL EXEMPTIONS VALUE LOSS</b>     |             |       | <b>\$13,970,100</b>        |

**New Ag / Timber Exemptions****New Annexations**

| Count | Market Value | Taxable Value |
|-------|--------------|---------------|
| 3     | \$3,586,500  | \$1,193,872   |

**New Deannexations****Average Homestead Value****Category A and E**

| Count of HS Residences | Average Market | Average HS Exemption | Average Taxable |
|------------------------|----------------|----------------------|-----------------|
| 11,368                 | \$156,146      | \$15,705             | \$140,441       |
| <b>Category A Only</b> |                |                      |                 |

| Count of HS Residences | Average Market | Average HS Exemption | Average Taxable |
|------------------------|----------------|----------------------|-----------------|
| 11,349                 | \$155,959      | \$15,693             | \$140,266       |

**2024 CERTIFIED TOTALS**  
CPR - CITY OF PHARR  
**Lower Value Used**

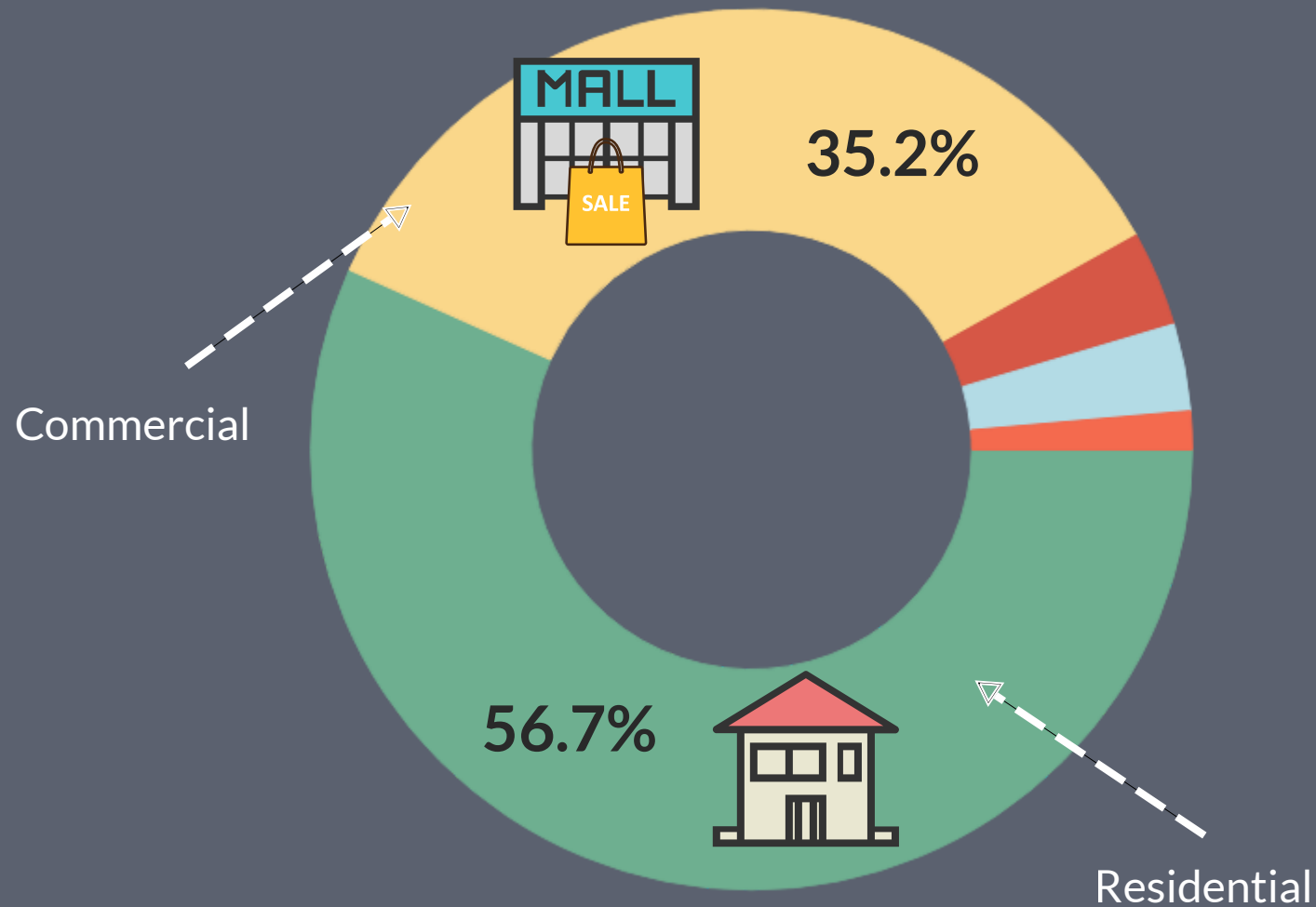
| Count of Protested Properties | Total Market Value | Total Value Used |
|-------------------------------|--------------------|------------------|
| 374                           | \$188,277,959.00   | \$164,036,137    |



# 5.02%

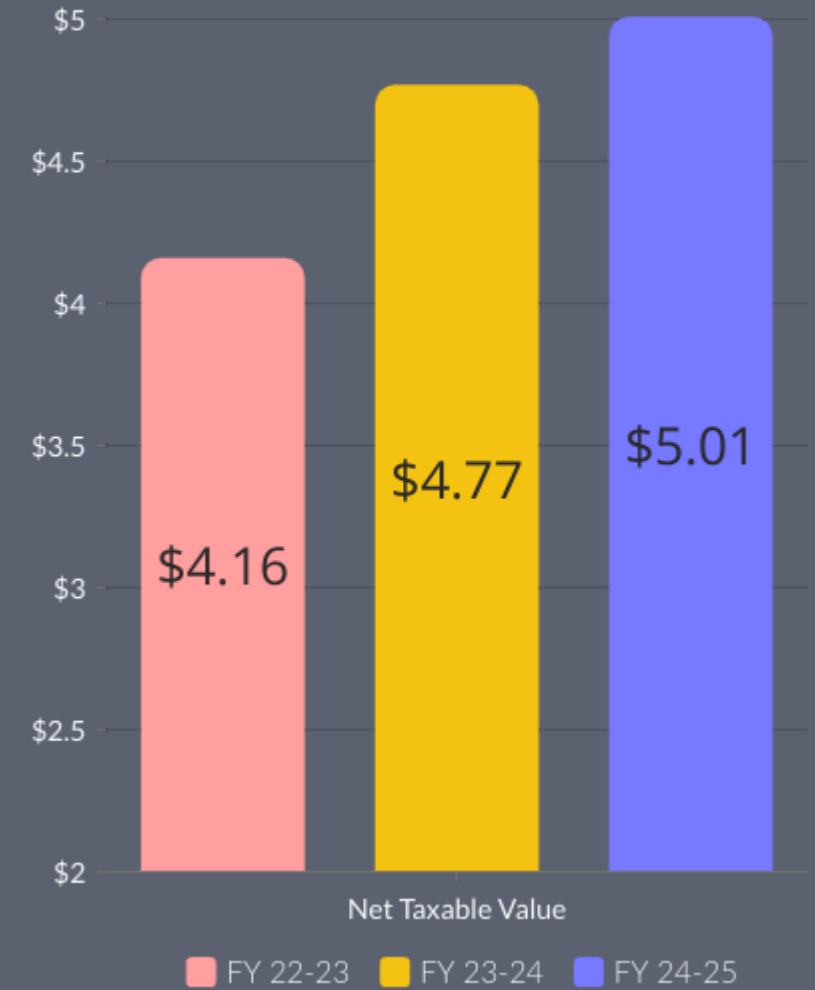
## Increase in Taxable Value

Residential 56.7% Commercial 35.2% Vacant Lots 3.5% Mobile Homes 3.2% Other 1.4%



### City of Pharr Net Taxable Values

(In Billions)





## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 14, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Hilda Pedraza, Assistant City Manager

**DEPARTMENT:** Finance

**DIRECTOR:** Jamison Merrick

**Agenda Item:** Discussion and action for vote on Proposed Tax Rate increase and schedule a Public Hearing. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** Texas requires all municipalities to hold a public hearing whenever the proposed tax rate exceeds the no-new tax revenue rate. See Notice Attached. A Record vote has to be taken and the City has to announce the date of public hearing.

**Fiscal Consideration:** n/a

**Staff Recommendation:** To approve the *proposed* tax rate and schedule public Hearings as follows:

September 16th, 2024 at 4:00 p.m.

**Alternatives:** n/a

**Exclude Material from Public Packet?** No

**Reason:** n/a

---

### ROUTING:

Hilda Pedraza  
Jamison Merrick  
Fabiola Sanchez  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/14/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Final Approval - 8/16/2024

# NOTICE OF PUBLIC HEARING ON TAX INCREASE FOR 2024 TAX YEAR FOR CITY OF PHARR

A tax rate of \$0.7676 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 RATE | \$0.7363 | per \$100 |
| VOTER APPROVAL RATE     | \$0.8182 | per \$100 |

The no-new revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2024 tax year and the 2025 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 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX INCREASE RATE WILL BE HELD ON September 16th, 2024, 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:       |
| AGAINST the proposal:   |
| PRESENT and not voting: |
| ABSENT:                 |



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.

|                                     | 2024         | 2023         | Change |
|-------------------------------------|--------------|--------------|--------|
| Total Tax Rate (Per \$100 of Value) | 0.7676       | 0.7676       | 0.0%   |
|                                     |              |              |        |
| Average Homestead Taxable Value     | \$140,441    | \$126,855    | 10.7%  |
|                                     |              |              |        |
| Tax on Average Homestead            | \$1,078      | \$974        | \$104  |
|                                     |              |              |        |
| Total Tax Levy on All Properties    | \$36,956,158 | \$35,442,935 | 4.3%   |

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:** Board of Commissioners

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

**DATE SUBMITTED:** August 14, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Maria Rangel, Engineer in Training

**DEPARTMENT:** Engineering

**DIRECTOR:** David Friedlein

**Agenda Item:** Discussion and action, if any, on Capital Improvement Projects. **This item supports IF - Infrastructure.**

**Classification:** Regular

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

**Issue:** N/A

**Fiscal Consideration:** N/A

**Staff Recommendation:** N/A

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### **ROUTING:**

Maria Rangel  
City Management Office

Created/Initiated - 8/14/2024  
Final Approval - 8/16/2024



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 1, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Vanessa Guzman, Administrative Assistant

**DEPARTMENT:** Bridge

**DIRECTOR:** Luis Bazan

**Agenda Item:** Consideration and action, if any, authorizing City Manager to enter into a Master Services Agreement with ViaPlus, LLC. to provide tolling back-office services and additional services as needed for Pharr International Bridge. **This item supports SE - Service Excellence.**

**Classification:** Regular

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

**Issue:** ViaPlus, LLC. has provided tolling back-office services to the Pharr International Bridge since 2017, as part of the services it provided to the Cameron County Regional Mobility Authority (CCRMA). The Cameron County Regional Mobility Authority (CCRMA) will be transitioning away from ViaPlus, LLC. and availing itself to a different service provider. The Pharr International Bridge would like ViaPlus, LLC. to continue providing services and enter into an agreement with ViaPlus, LLC. for back-office system for the collection of tolls, management of customers crossing the bridge and the lane system maintenance during the transitions into a new toll operating system. The terms of this agreement will commence on the date set forth at the beginning of the agreement and will remain in effect until July 31, 2025. - Project No. 2324-70-510-S41-01

**Fiscal Consideration:** \$11,289.34 monthly.

**Staff Recommendation:** Authorization to contract ViaPlus, LLC. for back-office system services and maintenance services to the toll collection system at the Pharr International Bridge.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Vanessa Guzman

Luis Bazan

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

Created/Initiated - 8/1/2024

Approved - 8/1/2024

Approved - 8/2/2024

Approved - 8/2/2024

Approved - 8/2/2024



City Management Office

Final Approval - 8/2/2024

**MASTER SERVICES AGREEMENT**

**between**

**CITY OF PHARR, TEXAS**  
**("City")**

**and**

**VIAPLUS, LLC**  
**("Contractor")**

**Dated**

**July \_\_, 2024**

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## **EXHIBITS**

Exhibit A – Scope of Services

Exhibit B – Minimum Performance Requirements

Exhibit C – Sample Change Order

Exhibit D – Insurance Requirements

Exhibit E – Non-Discrimination Policy

DRAFT

This Master Services Agreement is entered on July \_\_\_, 2024, between The City of Pharr, Texas (“**City**”) and ViaPlus, LLC (“**Contractor**”), a Delaware limited liability company.

## RECITALS

The Contractor has provided tolling back-office services to the City since 2017, as part of the services it provided to the Cameron County Regional Mobility Authority (“**CCRMA**”).

The CCRMA will be transitioning away from the Contractor and availing itself of a different service provider in 2024.

The City has asked the Contractor to continue providing services to the Pharr-Reynosa Bridge (the “**Bridge**”) on the terms and conditions set forth in this agreement.

## AGREEMENT

The parties therefore agree as follows:

### 1. SERVICES

The City engages the Contractor to provide certain services (the “**Services**”, as set forth in more detail in *Exhibit A – Scope of Services*) related to the provision, design, development, testing, implementation, enhancement, support, and maintenance of:

- 1.1 the Contractor’s Alpha back-office system (the “**Alpha Solution**”) for collection of tolls and management of customers crossing the Bridge, and
- 1.2 the lane system maintenance on the Bridge (the “**Lane System**” and, together with the Alpha Solution, the “**Projects**”),

### 2. TERM OF AGREEMENT

This agreement will commence on the date set forth at the beginning of the agreement and will remain in effect until July 31, 2025 (the “**Initial Term**”), unless earlier terminated, renewed, or extended pursuant to the terms of this agreement. Thereafter, the parties may mutually agree to renew this agreement for up to two additional one-year periods (each, a “**Renewal Term**”, and together with the Initial Term, the “**Term**”).

### 3. PROJECT PHASES AND FEES

#### 3.1 Operation and Maintenance

##### 3.1.1 *Commencement of Work*

The Contractor shall proceed with the operation and maintenance of the Projects, which consists generally of the products and Services required for the operation and maintenance of each Project as further described in *Exhibit A – Scope of Services*, upon the issuance of a Go Live notice by the City.

##### 3.1.2 *Minimum Performance Requirements*

Starting at Go Live, the Contractor shall meet each of the minimum “**Performance Requirements**” as set forth on *Exhibit B – Minimum Performance Requirements*. Each failure to meet the requirements set forth in the preceding sentence shall constitute a “missed requirement” attributable to the calendar month in which the Contractor failed to meet the requirement at issue.

### 3.1.3 *Penalties*

The Contractor shall be liable for the penalties set forth on *Exhibit B – Minimum Performance Requirements* for failure to meet each Performance Requirement. If the Contractor has multiple missed requirements for one of the Projects in a month, the penalties can be cumulated up to a maximum reduction of 25% of the fee payable for that Project in that month. This means that missed Alpha Solutions requirements can result in penalties of up to 25% of the fee payable for the Alpha Solutions in that month and, similarly, missed Lane System requirements can result in penalties of up to 25% of the fee payable for the Lane System in that month. For the avoidance of doubt, the parties agree that the penalties in this section constitute liquidated damages that are a reasonable estimate of potential damages and that represent the City’s sole remedy for such missed targets.

### 3.1.4 *Operation and Maintenance Fees*

As compensation for the Contractor’s operation and maintenance efforts, the City shall pay the Contractor the monthly fees set forth in *Exhibit A* (the “**O&M Fee**”), less any penalties due under Section 3.2.3.

### 3.1.5 *Operation and Maintenance Fee Adjustments*

On each anniversary of Go Live, the O&M Fee shall be adjusted to account for any year-over-year increase in the Consumer Price Index for Houston-The Woodlands-Sugarland as published in the most recent news release from the U.S. Bureau of Labor Statistics. In addition, prior to beginning any renewal term, the Contractor may request any additional O&M Fee increases that it deems necessary to offset rising costs on either or both Projects not captured by the annual CPI increases. Any adjustment to the O&M Fee shall be rounded to the nearest cent.

## 3.2 *Pricing and Payment Terms*

### 3.2.1 *All Inclusive Pricing*

The Contractor’s pricing, as set forth in Section 3.1.3 and Section 3.2.5 is all-inclusive and incorporates all charges including but not limited to, labor, equipment, material, delivery, and any other cost incurred.

### 3.2.2 *Additional Pricing*

The Contractor and the City may negotiate additional pricing for change orders and work authorizations, but pricing must clearly differentiate options, support, and other alternatives. In the event of such additional pricing, the Contractor shall provide classifications and hourly rates of the Contractor staff to be assigned to the project.

### 3.2.3 *Payments*

On or before the 10th day of each calendar month, the Contractor shall present an invoice to the City that requests payment of the O&M Fee for the preceding calendar month, together with any requested report of applicable metrics. The report shall include sufficient information for the City to assess the performance



of the Projects against their respective Performance Requirements during that month. The City shall pay all undisputed amounts within 30 days of receipt of an invoice.

#### 3.2.4 *Interest*

Interest on invoices unpaid after 60 days will be assessed interest at 1.5% compounded monthly.

### 4. **CHANGE ORDERS AND WORK AUTHORIZATIONS**

#### 4.1 Change Orders

A “**Change Order**” is a written instrument signed by the City and the Contractor stating their agreement upon the following (or combination thereof):

- An adjustment in work or materials to one or both Projects, including but not limited to those set forth in *Exhibit A – Scope of Services*;
- An adjustment to any fees, including but not limited to subcontractor costs;
- A revision of other terms and conditions of this agreement.

Each Change Order must include, as applicable, an agreed scope of work, effort, hours, set of deliverables, and associated pricing. The Contractor may refuse to begin work without an executed Change Order. A sample Change Order is attached as *Exhibit C*.

#### 4.2 Work Authorizations

Additional services or innovations not directly related to either of the Projects may be assigned pursuant to authorizations issued by the City from time to time (“**Work Authorizations**”). Work Authorizations shall only be issued upon written agreement of the parties and the City’s approval in accordance with applicable the City policies. The Contractor shall provide level-of-effort support in connection with the City’s preparation of a Work Authorization, which support shall include the Contractor’s analysis and calculations of associated scope, schedule, and fee estimates for the proposed Work Authorization. All Work Authorizations and Services provided under a Work Authorization shall be subject to the terms of this agreement, except as otherwise expressly provided in the Work Authorization.

#### 4.3 Changes in Law

##### 4.3.1 *Definition*

A “**Change in Law**” is (a) a change in any local, state, or federal law, regulation, rule, or applicable tax (collectively, “Law”) or (b) the interpretation of any Law by any court of law or other governing body having jurisdiction, that occurs subsequent to the date of this agreement, which affects the performance of any provision of this agreement or any transaction contemplated hereby.

##### 4.3.2 *Effect of Change in Law*

If a Change in Law occurs and causes one or more of the following (each an “**Impact**”):

- (a) the Contractor is not able to carry out the Services in accordance with this agreement; or
- (b) the Contractor is not able to comply with any of its other obligations arising from this

agreement; or

- (c) the Contractor has incurred or will incur material additional costs that would not have been incurred had such Change in Law not occurred;

then (x) the City will issue a Change Order or Work Authorization providing for an adjustment of the terms and conditions of and, if applicable, the fees recoverable under this agreement, so as to offset the Impact caused by the Change in Law and (y) any Contractor failure to perform resulting solely from such Change in Law shall not be considered as a Contractor default under this agreement and the Contractor shall be exempt from any liability (whether in the form of liquidated damages, indemnity or otherwise) resulting solely from such failure.

## **5. WARRANTIES**

### **5.1 Contractor Warranties**

The Contractor warrants to the City that:

5.1.1 the Services provided pursuant to this agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature; and

5.1.2 the products and solutions sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health (OSHA) Act of 1970. If the product does not conform to OSHA Standards, where applicable, the City may return the product for correction or replacement at the Contractor's expense. If the Contractor fails to make the appropriate correction within a reasonable time, the City may correct at the Contractor's expense; and

5.1.3 it has full authority to enter into this agreement and to perform the Services and provide the products and solutions as set forth in this agreement.

### **5.2 Applicability of Warranties**

The warranties provided for in this Section 5 do not apply:

5.2.1 if the solutions provided pursuant to this agreement are subject to material damage or misuse due to fault or negligence of the City or third parties that substantially impairs their efficacy or integrity;

5.2.2 to Force Majeure events, as defined in Section 23.7;

5.2.3 to damage caused by power sources or by peripheral equipment not supplied by the Contractor; or

5.2.4 to the extent maintenance, modifications, or repairs are provided with respect to one or more of the Projects by the City or third parties without the Contractor's approval and such services cause damage or cause the Contractor to be unable to perform the Services hereunder or to be able to perform the Services only at additional costs to the Contractor which are not reimbursed by the City.

## **6. TERMINATION**

### **6.1 Termination**

#### **6.1.1 *Termination for Default***

Either party may terminate this agreement for default if the other party materially breaches this agreement, including nonpayment by the City, breach of warranties of the Contractor, or if either party becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which a party may have in law or equity. Default may be construed as, but not limited to, failure to make timely payment, failure to deliver the proper goods and/or Services within the proper amount of time, and/or to properly perform any and all Services required to the City's reasonable satisfaction and/or to meet all other obligations and requirements set forth in this agreement. Notwithstanding the foregoing, the non-defaulting party shall provide the defaulting party reasonable opportunity to cure any breach of this agreement before such breach will be considered material.

#### 6.1.2 *Termination for Health and Safety Violations*

The City may terminate the contract immediately without prior notice if the Contractor fails to perform any of its obligations in this agreement, if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

#### 6.1.3 *Termination for Convenience*

The City may terminate the contract without cause upon 180 days written notice to the Contractor.

### 6.2 Compensation for Termination

#### 6.2.1 *Value of Completed Work*

If the City terminates this agreement pursuant to this Section 6, the City shall provide fair and reasonable compensation to the Contractor for costs incurred in implementation of the Projects and for the value of all Services actually provided.

#### 6.2.2 *Calculating Compensation for Implementation*

When calculating the amount of compensation to be paid for implementation of a Change Order or Work Authorization, if any, the following shall be considered:

- 6.2.2.1 the actual costs incurred in preparing to perform, and in actually performing, the Change Order or Work Authorization prior to the date of termination;
- 6.2.2.2 the actual costs incurred in ramping down or transitioning to another contractor or to the City;
- 6.2.2.3 the amount of work required which was satisfactorily completed to date of termination;
- 6.2.2.4 the value of the work which is usable to the City; and
- 6.2.2.5 other factors which affect the value to the City of the work performed. For the avoidance of doubt, this will include without limitation real estate costs (including costs related to breaking or transferring a lease), infrastructure costs, and employee and labor costs that were expended in the ramp up period and the costs incurred by the Contractor in terminating or transitioning those costs. In addition, the parties agree that if the City terminates this agreement pursuant to Section 6.1.3 during implementation or within two months of Go Live of the Change Order or Work Authorization, the City will pay the Contractor its implementation costs plus a 15% margin.



### 6.2.3 *Calculating Compensation for Operations and Maintenance*

With respect to operation and maintenance services, the Contractor shall immediately invoice the City for all accrued and unpaid O&M Fees through the date of termination, and the City shall pay the invoiced amount pursuant to Section 3.2.3.

## 7. **TRANSITION**

In the event of any termination or expiration of this agreement or any order, statement of work, or other agreement or engagement hereunder, the Contractor may continue providing transition services if mutually agreed by the parties. The Contractor shall be reimbursed for any transition services performed during the transitional period at the rate mutually agreed by the parties. During any transition period, unless specifically agreed by the parties, all other terms and conditions of this agreement shall remain in full force and effect as originally written and subsequently amended.

## 8. **RESERVED**

## 9. **INTELLECTUAL PROPERTY RIGHTS**

### 9.1 Definitions

9.1.1 **“Intellectual Property Rights”** means any intellectual or industrial property right, including any patent, copyright, trade mark, trade dress, service mark, trade name, right in software, moral right, right in an invention, domain name, trade secret, know how, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United States of America and all other countries in the world.

9.1.2 **“Software”** means any software used by the Contractor or any subcontractor of the Contractor to provide the Services to the City, including without limitation the Alpha Solution and any other software owned or provided by the Contractor or by a sub-consultant of the Contractor.

### 9.2 Ownership

All Software (including any modifications made by or on behalf of the Contractor thereto), the accompanying documentation and all parts thereof provided by or on behalf of the Contractor, and the copyright and other Intellectual Property Rights owned by the Contractor or any Intellectual Property Rights licensed or sublicensed to the Contractor by any third-party licensors of whatever nature therein, are and shall remain the property of the Contractor or its third-party licensors, as applicable.

### 9.3 License

For the duration of this agreement, the Contractor hereby grants to the City a non-exclusive, non-transferable license to use the Software and related Intellectual Property Rights for such purposes and to the extent necessary to enable the City to receive the Contractor’s services under this agreement. Notwithstanding anything to the contrary in this agreement, the license referred in this section shall not survive termination or expiration of this agreement, except that the license granted in this section shall be extended for the limited purposes and term that may be necessary to give effect to any transition-related obligations expressly undertaken by the Contractor under Section 7.

#### 9.4 Restrictions

9.4.1 The license rights granted under Section 9.3 are restricted to use of the Software and other Intellectual Property Rights related thereto during the Term and do not extend to any other Contractor intellectual property, unless specifically agreed to in writing by the Contractor.

9.4.2 Without prejudice to the generality of the foregoing, the City shall not

9.4.2.1 modify, port, translate, localize, or create derivative works of the Software; or

9.4.2.2 decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, or disclose any of the foregoing; or

9.4.2.3 sell, lease, license, sublicense (except as provided herein), copy, market, distribute, or otherwise make any part of the Software or any Intellectual Property Rights available to any third party, except as expressly permitted under this agreement.

#### 9.5 No Transfer

Except as expressly provided, no Intellectual Property Rights of either party will be transferred to the other party by the operation of this agreement.

### 10. **OWNERSHIP OF REPORTS AND DELIVERABLES**

Ownership of reports and related materials prepared by the Contractor (or any subcontractor) at the direction of the City shall be as follows:

10.1 All reports, plans, proposals, sketches, diagrams, charts, calculations, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, that are created or compiled by or on behalf of the Contractor solely as part of the Services performed under this agreement (“contract documents”), including all information prepared for or posted on the City’s website and together with all materials and data furnished to the Contractor by the City, will at all times be and remain the property of the City.

10.2 The City hereby grants the Contractor a revocable license to retain and utilize the contract documents for the purpose of performing the Services hereunder, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this agreement or (b) the termination of this agreement, at which time the Contractor shall deliver to the City or destroy all such contract documents in its possession. If the Contractor or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the contract documents, it shall secure the prior written approval of the City.

10.3 Notwithstanding anything contained herein to the contrary, the Contractor shall have the right to retain a copy of the contract documents for its archives.

### 11. **PUBLIC INFORMATION**

If a Public Information Request is made to the City of Pharr regarding the Contractor, the Contractor will have 10 business days to provide the requested information to the City of Pharr.

## **12. PERSONNEL, EQUIPMENT, AND MATERIAL**

12.1 The Contractor shall designate a primary point of contact (the “**Project Manager**”) to support the provision of Services under this agreement. The Project Manager shall provide overall management of the contract and coordination of activities with the City and other contractors as applicable. The Project Manager shall serve as a single point of contact and coordinate all tasks with the City. The Contractor may change the Project Manager by providing at least 30 days’ notice to the City. If the Project Manager position becomes vacant for any reason, the Contractor shall appoint an interim Project Manager within five business days and shall keep the City informed on the process of finding a replacement Project Manager.

12.2 The Contractor shall provide qualified personnel to perform the work.

12.3 Any person employed by the Contractor or any subcontractor who, in the reasonable opinion of the City, does not perform in a professional or skillful manner, or is disrespectful, intemperate, disorderly, or otherwise objectionable, shall, at the written request of the City, be removed from the project.

12.4 Anyone who is removed from the project pursuant to section 12.3 shall not be reassigned to the project without the prior written consent of the City.

## **13. SUBCONTRACTING**

13.1 The Contractor may use subcontractor(s) to perform Services as defined by the scope of this agreement.

13.3 A subcontractor includes anyone performing any work under this agreement and not directly employed by the Contractor. A subcontractor includes, but is not limited to, personnel provided by staffing agencies or other means, personnel in direct contractual relationship with the Contractor, or those being paid as 1099 personnel.

13.3 During the Term and for two years thereafter, the City shall not solicit or retain any subcontractor that the Contractor uses to perform services pursuant to this agreement to perform similar services directly for the City or through another contractor, nor shall it encourage a subcontractor of the Contractor to leave or terminate its relationship with the Contractor for any reason.

## **14. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

[TO INCLUDE ANY PROVISIONS REQUIRED BY LAW FOR THE BRIDGE]

## **15. RESERVED**

## **16. INDEMNITIES**

### **16.1 Indemnification**

Each party (the “indemnifying party”) shall indemnify, defend, and hold harmless the other party and its affiliates, successors and assigns, and each of their directors, shareholders, employees, agents and representatives from and against all claims, losses, damages, liabilities, judgments, penalties, fines and expenses (including, but not limited to, reasonable attorneys’ fees and costs) to the extent resulting from or arising out of:

16.1.1 any wrongful or negligent act, error, or omission committed by the indemnifying party or its employees, agents or representatives; or



16.1.3 the failure of the indemnifying party to observe and comply with any state or federal law or regulation applicable to the Services performed and received pursuant to this agreement.

## 16.2 Intellectual Property Indemnification

Contractor represents and warrants that it owns or has secured all rights necessary to provide the offerings provided under this agreement to the City. Contractor will defend, indemnify, and hold harmless the City against any and all costs, damages, settlement amounts, liabilities, penalties, fees (including attorneys' fees, court costs, and litigation fees), or assessments arising from any third-party claims, actions, or demands relating to any allegation that any of the offerings hereunder or the City's use of the offerings violates a third party's Intellectual Property Rights.

## 16.3 LIMITATIONS

**IN THE EVENT OF JOINT AND CONCURRING FAULT AND/OR NEGLIGENCE OF BOTH THE CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER PARTY UNDER TEXAS LAW.**

## 17. LIMITATION OF LIABILITY

### 17.1 Cap on Liability

Except for the liability arising from obligations of indemnification or confidentiality, the Contractor's total liability to the City and all liabilities arising out of or related to Services provided for pursuant to this agreement and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed:

17.1.1 during the implementation period, the total amount of payments to be made by the City to the Contractor for the implementation of the Projects;

17.1.2 during the operation and maintenance period, the average monthly O&M Fee multiplied by 12.

### 17.2 Timing of Claims

Any claim by the City against the Contractor arising from or related to this agreement, other than in warranty, must be in writing and presented to the Contractor within the applicable statute of limitations period. Any claim under warranty must be made within the time specified in the applicable warranty clause.

### 17.3 Survival

This Section 17 shall survive termination of this agreement for any reason. The limitations of liability set forth in this Section 17 shall control over any other provision of this agreement unless expressly stated otherwise.

### 17.4 No Consequential Damages

Except as prohibited by law, each party waives any right it may have to claim or recover any special, indirect, exemplary, punitive, or consequential damages against the other party (whether arising in contract, tort, warranty,

or duty imposed by any applicable legal requirement) arising out of, in connection with, or as a result of, this agreement or of any other agreement between the parties related to the Services.

## **18. INSURANCE**

During the Term, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as set forth in *Exhibit D – Insurance Requirements*.

## **19. RESERVED**

## **20. DATA RETENTION**

The Contractor shall retain all transactional data associated with the Software and the Services for at least \_\_\_\_\_ calendar days.

## **21. PERMITS, LICENSES, FEES AND TAXES**

The Contractor is responsible for obtaining all permits and licenses which are not provided by the City and must pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under the agreement Documents.

## **22. NON-DISCRIMINATION**

The City is an equal opportunity employer. In conducting business with or on behalf of the City, the Contractor shall abide by the City's non-discrimination policy, which is described in *Exhibit E – Non-Discrimination Policy*.

## **23. FORCE MAJEURE**

### **23.1 Definitions**

“**Force Majeure Event**” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents that party from performing one or more of its obligations under this agreement (other than an obligation to pay money).

“**Non-Performing Party**” means the party that is prevented by a Force Majeure Event from performing one or more of its obligations under this agreement (other than an obligation to pay money).

### **23.2 Effect of a Force Majeure Event**

If a Force Majeure Event occurs, the Non-Performing Party will be excused from performance on condition that:

23.2.1 the Non-Performing Party used reasonable efforts to perform its obligations; and

23.2.2 the Non-Performing Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event; and

23.2.3 the Non-Performing Party complies with its obligations under Section 23. 3.

### **23.3 Obligations of Non-Performing Party**

Upon occurrence of a Force Majeure Event, the Non-Performing Party shall promptly notify the other party of the occurrence of that Force Majeure Event, its effect on performance, and how long the Non-Performing Party expects it to last. Thereafter the Non-Performing Party shall update that information as reasonably necessary. During a Force Majeure Event, the Non-Performing Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

## **24. MISCELLANEOUS**

### **24.1 Governing Law**

This agreement shall be governed and construed in accordance with the laws of the State of Texas without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to this agreement shall be in the state or federal courts located in Hidalgo County, Texas.

### **24.2 NOTICE PROVISIONS**

Notices under the agreement Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email followed by a hard copy sent by mail, to those individuals designated by the Contractor and the City from time to time in writing:

**ViaPlus, LLC**

4100 Midway Road, Suite 1040

Carrollton, TX 75007

Attn: Legal Department

Email: [legal@viaplus.com](mailto:legal@viaplus.com)

**City of Pharr, Texas**

Address: 118 S. Cage Blvd.

Pharr, Texas 78577

Attn:

Email:

### **24.3 ASSIGNMENT BY CITY OR CONTRACTOR**

The Contractor and the City do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this agreement. The Contractor shall not assign, subcontract, or transfer its interest in this agreement without the prior written consent of the City, except to effectuate the acquisition of all or substantially all of the assets of the Contractor so long as the acquirer notifies the City of its intent to assume all liabilities and obligations of this agreement.

### **24.4 LITIGATION EXPENSES**

If any legal action or other proceeding is brought under this agreement, in addition to any other relief to which the successful or prevailing party ("**Prevailing Party**") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party will pay, reasonable attorneys' fees and all court costs and expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this agreement, the term "attorneys' fees" includes, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed to the Prevailing Party by its attorneys.

### **24.5. SEVERABILITY**



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

#### 24.6 NO THIRD-PARTY BENEFICIARIES

Except as otherwise set forth herein, nothing in this agreement nor in any approval subsequently provided by either Party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or authorizing anyone not a party to this agreement to maintain a suit for personal injuries, property damage, or any other relief at law or in equity in connection with this agreement.

*Signature page follows.*

DRAFT

IN WITNESS WHEREOF, the parties are executing this agreement as of the date written in the preamble.

VIAPLUS, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF PHARR, TEXAS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A.I PREVENTIVE MAINTENANCE - SOFTWARE**

**Objective:** Ensure functionality and prevent problems in equipment and systems through scheduled software (SW) tasks.

##### **1. Initial Audit:**

Collaboration with Client: Conduct an inventory audit of all of Lane System equipment and software under the maintenance contract

##### **2. Scheduled Preventive Maintenance:**

Periodic Analysis: Perform remote analysis of systems every 15 days.

Automatic Execution: Initiate preventive maintenance automatically without the need for express client requests.

##### **3. Task Overview:**

Network Devices Communication Review: Monthly

Check overall status, active alarms, historical anomalies, and communication channels.

System Hard Drives Space Check: Monthly

Verify used and available disk space on all relevant machines and assess disk health.

Database Review: Monthly

Check database file sizes, table sizes, index control, backup integrity, and overall database consistency.

Application Operation Review: Monthly

Ensure correct program versions are running, check memory and CPU usage, analyze logs, and verify configuration files.

##### **4. Reporting:**

Fortnightly Reports: Deliver detailed Lane System results to the client via an online incident management tool.

Monthly BOS KPI report: Deliver performance analysis and details for each BOS KPI

##### **5. Tools and Execution:**

Tools: Utilize ViaPlus' Monitoring and Control System (MCS) and custom scripts.

Technical Team: Tasks performed by ViaPlus' Level 2 Support team.



## 6. Special Considerations:

Non-Interruptive Maintenance: Most tasks performed without disrupting system operation, except for unit tests of lane devices which require a brief, controlled stop.

Client Coordination: Inform and obtain permission from Pharr personnel before conducting maintenance.

### A.II CORRECTIVE MAINTENANCE - SOFTWARE

Objective: Resolve errors detected during system operation to restore availability as quickly as possible.

#### 1. Incident Management:

Incident Reporting: Clients can report incidents via telephone, Skype, email, or preferably through Redmine.

#### 2. Incident Analysis and Diagnosis:

Support Center: Manage incidents and transfer to the Software Team if software adaptation is required.

#### 3. Corrective Actions:

Execution: Diagnose the issue and derive corrective actions based on the problem type.

Configuration Issues: Referred to the 2nd level support team.

Source Code Modifications: Referred to the Software Factory (3rd level support).

Solution Evaluation: Evaluate and execute the best solution for the context of the problem.

### A.III PRICING

| Description                                                                 | System                     | Monthly Cost |
|-----------------------------------------------------------------------------|----------------------------|--------------|
| Monthly preventive and corrective maintenance with 24 x 7 Help Desk Support | Lane System / Tecsidel     | 4,331.18     |
| Monthly O&M Support, cloud hosting and 24 x 7 monitoring                    | Back Office System/ViaPlus | 6,958.16     |
|                                                                             |                            | 11,289.34    |

**EXHIBIT B**  
**MINIMUM PERFORMANCE REQUIREMENTS**

| <i>Definition</i>                                                                                                                                                                                                                                                                                                                                                                                                        | <i>Measurement</i>                                                                                                                                                                                           | <i>Penalty</i>                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>BOS Availability:</b> This relates to the up time of the Alpha Solution                                                                                                                                                                                                                                                                                                                                               | Alpha Solution shall be available for use 98.00% of the time, 24 hours per day, 7 days per week <sup>1</sup>                                                                                                 | \$1,000 for each 0.2% below requirement as measured for each calendar month               |
| <b>Posting Payments:</b> This Performance Measure does not apply to time required by 3 <sup>rd</sup> party payment processors and manual processing required for check and cash payments.                                                                                                                                                                                                                                | All payments received shall be posted to the customer's account within one business day.                                                                                                                     | \$250 per incident of non-compliance                                                      |
| <b>Transaction Posting at Pharr Bridge Facility:</b>                                                                                                                                                                                                                                                                                                                                                                     | 99.9% of transactions are:<br><ul style="list-style-type: none"> <li>- Correct customer account</li> <li>- Correct toll amount</li> <li>- Correct fee amount</li> <li>- Timely posted<sup>2</sup></li> </ul> | Actual toll value rejected at posting                                                     |
| <b>Security Incident Notification:</b> The Contractor shall notify the City if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of Pharr Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor | Contractor will notify the City within 3 days of Security Incident occurrence                                                                                                                                | \$100 per incident of non-compliance                                                      |
| Major Software Defects                                                                                                                                                                                                                                                                                                                                                                                                   | System malfunctions or design flaws from software that exhibit defects or any software issues with no available workaround, resulting in revenue loss                                                        | \$100 per incident of non-compliance or actual cost of lost revenue, whichever is greater |

<sup>1</sup> Availability = 100% - (Total number of minutes of downtime in time period x / Total minutes in the one-month reporting period. Noted Exception: Scheduled maintenance periods that are communicated in advance to the City are not included in the calculation.

<sup>2</sup> Timely posting means that Transactions eligible for customer billing are posted no later than 30 days from date of transaction occurring at the Bridge. Noted Exception: excludes time delays from manual intervention or operational process.

**EXHIBIT C**  
**SAMPLE CHANGE ORDER**

|                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Request No:</b>                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Project/System:</b>  |
| <b>Name of the Client:</b> [ ] (“City”)                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
| <b>Originator:</b>                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Affected Area:</b>   |
| <b>Date Raised:</b>                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Priority:</b> [ ]    |
| <b>Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Phase/Milestone:</b> |
| <b>Change Authority:</b><br><br>This Change Order (“CO”) is issued pursuant to Section 4.1 of the Master Services Agreement (“MSA”) dated May __, 2024, between ViaPlus, LLC and the City. Any terms not defined in this CO will have the meanings defined in the MSA. This CO is subject to the terms of the MSA, including without limitation its provisions regarding obligations, variations, coordination, delay, and force majeure. |                         |
| <b>Background:</b><br><br>This CO is issued in response to a request by [ ] for [ ].                                                                                                                                                                                                                                                                                                                                                      |                         |
| <b>Change Description:</b><br><br>[ ]                                                                                                                                                                                                                                                                                                                                                                                                     |                         |
| <b>Assumptions:</b><br><br>[ ]                                                                                                                                                                                                                                                                                                                                                                                                            |                         |
| <b>Actions to be taken and impacted areas:</b><br><br>[ ]                                                                                                                                                                                                                                                                                                                                                                                 |                         |
| <b>Total CO Cost:</b><br><br>\$[ ]                                                                                                                                                                                                                                                                                                                                                                                                        |                         |
| <b>Milestone Payment Schedule:</b><br><br>[ ]                                                                                                                                                                                                                                                                                                                                                                                             |                         |

**Estimated time for completion:**

[\_\_\_\_\_]

The pricing and timelines included in this CO are valid until [\_\_\_\_\_]. The estimated time for completion is only an estimate and could change depending on when the City gives the NTP, how promptly the City provides necessary approvals, and based on the other work priorities at the time of NTP.

Sincerely,

\_\_\_\_\_  
Mark Cantelli, Chief Technology Officer  
ViaPlus, LLC

**Accepted by:**

[\_\_\_\_\_]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits in purview with this agreement. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

1. *Workers Compensation*, as required by the laws of Texas, and *Employers' Liability*, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- |                          |             |
|--------------------------|-------------|
| • Each Accident:         | \$1,000,000 |
| • Disease–Each Employee: | \$1,000,000 |
| • Policy Limit:          | \$1,000,000 |

2. *Commercial General Liability*, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the City may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. The City shall be named Additional Insured on primary/non-contributory basis.

- |                                    |             |
|------------------------------------|-------------|
| • Each Occurrence:                 | \$1,000,000 |
| • Personal and Advertising Injury: | \$1,000,000 |
| • Products/Completed Operations:   | \$1,000,000 |
| • General Aggregate (per project): | \$2,000,000 |

3. *Automobile Liability*, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. The City shall be named Additional Insured on primary/non-contributory basis.

- |                                       |             |
|---------------------------------------|-------------|
| • Combined Single Limit-Each Accident | \$1,000,000 |
|---------------------------------------|-------------|

4. *Umbrella/Excess Liability* (The City shall be named Additional Insured on primary/non-contributory basis)

- |                              |             |
|------------------------------|-------------|
| • Each Occurrence/Aggregate: | \$1,000,000 |
|------------------------------|-------------|

5. *Professional/Errors & Omissions Liability* (if applicable)

- |                              |             |
|------------------------------|-------------|
| • Each Occurrence/Aggregate: | \$1,000,000 |
|------------------------------|-------------|

The City reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. The Contractor shall furnish evidence of such insurance to the City in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor and shall be sufficient to cover their portion of the contract. The Contractor shall furnish evidence of such insurance to the City as well.

Policies of insurance required by the contract shall waive all rights of subrogation against City, its officers, employees, and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, the Contractor shall give written notice to City at least 30 days prior to such effective date and within 30 days thereafter,

shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to City.

The requirements stipulated in this exhibit do not establish limits of Contractor liability.

DRAFT

**EXHIBIT E**  
**NON-DISCRIMINATION POLICY**

[TO ADD THE CITY's POLICY HERE]

DRAFT



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 14, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Maria Rangel, Engineer in Training

**DEPARTMENT:** Engineering

**DIRECTOR:** David Friedlein

**Agenda Item:** Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Trimad Consultants, LLC, for Professional Engineering Services for the design and project administration of the Lift Stations Number 10, 18, and 40 Elimination Project. **This item supports IF - Infrastructure.**

**Classification:** Regular

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

**Issue:** Staff has identified a need to eliminate three lift stations in central Pharr. The proposed scope of work includes the abandonment of the existing Lift Station #10 on E. Moore Rd., existing Lift Station #18 located on the Tierra Del Sol Golf Course, and existing Lift Station #40 located on W. Hall Acres Rd. The project will include the addition of deep Sanitary Sewer Line to abandon the existing lift stations and re-route to the new headworks location.

Trimad is being recommended as the design engineer for this project for their knowledge and understanding of the needs in this area for sanitary sewer improvements.

**Fiscal Consideration:**

Total fee not to exceed \$463,095

*Breakdown:*

*Lift Station #10 and #18: \$226,705*

*Lift Station #40: \$236,390*

**Staff Recommendation:** Staff recommends approval and authorization to negotiate and enter into a contract with Trimad Consultants, LLC, for the Elimination of Lift Stations #10, #18 and #40.

**Alternatives:** Another engineering firm may be chosen from the pool. However, Trimad was chosen because they are familiar with the area and understand the needs of the City for this project.

**Exclude Material from Public Packet?** No

**Reason:** N/A

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**ROUTING:**



Maria Rangel  
Ruben Rosales  
Mayra Gomez  
Jamison Merrick  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 8/14/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Final Approval - 8/16/2024



1803 MOZELLE STREET  
PHARR, TEXAS 78577  
TEXAS REGISTERED ENGINEERING  
FIRM NUMBER F-18526

January 30, 2024

Ruben Rosales  
Public Utilities Director  
City of Pharr  
801 E. Sam Houston Blvd.  
Pharr, Texas 78577

SUBJECT: City of Pharr Lift Station #10 and Lift Station #18 Abandonment Project  
Professional Engineering Services Proposal

Dear Mr. Rosales,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit this Professional Engineering Services Proposal for the above-mentioned reference project.

We greatly appreciate the opportunity in serving the City of Pharr.

Sincerely,

A handwritten signature in blue ink that reads "Ricardo Salazar".

Ricardo Salazar, P.E.  
President



**CITY OF PHARR**  
**LIFT STATION #10 AND LIFT STATION #18 ABANDONMENT PROJECT**  
**PROFESSIONAL ENGINEERING SERVICES PROPOSAL**  
**JANUARY 30, 2024**

## **Project Background**

This document defines Trimad Consultants, L.L.C. (TRIMAD) professional engineering services and associated budget to prepare and submit this proposal for the abandonment of the existing Lift Station #10 along E. Moore Road and the existing Lift Station #18 located in the golf course in the City of Pharr, Texas. This project includes the addition of approximately 6,010 LF of deep Sanitary Sewer Line to abandon existing Lift Station #10 and Lift Station #18 and re-routed to the new headworks location. An alternative will be provided for the abandonment of Lift Station #40 along E. Hall Acres Road and re-routed approximately 5,650 LF of 30-Inch deep Sanitary Sewer Line.

## **Scope Of Services**

The Scope of Services will include research and relevant data collection, design plans, topographic data collection, and construction phase services. TRIMAD currently anticipates three Tasks to be included in this project. The three (3) Tasks are identified below:

**Task 1:** Data Collection and Topography, Research, and Review of Relevant Information/Sites Visits (30%)

**Task 2:** Design Phase (60%)

**Task 3:** Construction Phase (10%)

## **Basis of Scope and Fee Development**

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. Construction Phase services shall be for a single construction contract.
2. Prior to initiating preliminary design phase, the Owner will provide TRIMAD record drawings, GIS data, and other utility maps for its existing facilities (potable water and sanitary sewer) within and along the potential project limits.
3. The Owner will provide the Front-End Documents to be included in the Specifications and TRIMAD shall be responsible for editing the Invitation to Bidders and drafting the Bid Proposal, Supplementary Conditions, and Special Conditions.

Upon notice to proceed, TRIMAD will perform the following tasks:

### **TASK 1: Data Collection and Topography, Research, and Review of Relevant Information/Site Visits (30%)**

TRIMAD TEAM will coordinate with Staff on-site to evaluate the existing conditions and to obtain all necessary data collection and research for the improvements.

TRIMAD shall collect horizontal and vertical data based upon NAD 83 coordinates (State Plan Texas South/Feet), at the existing Lift Station #10 and Lift Station #18 and along the Pharr/McAllen South Drain. Research and data collection investigation will identify property lines, contours, benchmarks, topographic features, apparent manholes, manhole inverts, elevations, grate inlets, grate inlet inverts, fences, drainage structures, drainage ditch contours, etc.

## **TASK 2: Design Phase (60%)**

The design phase will include plans and specification book to demonstrate the scope, extent, and character of the work. Where available, TRIMAD TEAM shall use documents made available by the Owner such as plans, standard details, standard specifications, and design guidelines.

TRIMAD TEAM will prepare (30%, 60%, 90%, 100%) engineering plans in half-size (11"x17") format.

## **TASK 3: Construction Phase (10%)**

### **3.1 Construction Contract Execution**

TRIMAD will prepare five (5) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution. The contract documents, plans, and specifications shall be revised to a conformance set with any addendum issued during the bidding process.

### **3.2 Pre-Construction Conference**

TRIMAD will attend one (1) Pre-Construction Conference prior to commencement of work.

### **3.3 Visits to Site and Observation of Construction**

TRIMAD will provide one on-site construction observation service per week throughout the duration of the construction phase of the Project. TRIMAD will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that TRIMAD will attend a monthly progress meeting. Additional site visits will be considered additional services. Such visits and observations by TRIMAD are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of Work based on TRIMAD's exercise of professional judgment. Based on information obtained during such visits and such observations, TRIMAD will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and TRIMAD will keep Owner informed of the general progress of the Work.

The purpose of TRIMAD's site visits will be to enable TRIMAD to better carry out the duties and responsibilities specifically assigned in this Agreement to TRIMAD, and to provide Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents. TRIMAD shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall TRIMAD have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's guarantees that



performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

### **3.4 Recommendations with Respect to Defective Work**

TRIMAD will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, TRIMAD believes that such work will not produce a completed Project that conforms generally to Contract Documents.

### **3.5 Clarifications and Interpretations**

TRIMAD will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.

### **3.6 Change Orders**

TRIMAD may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

### **3.7 Shop Drawings and Samples**

TRIMAD will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

### **3.8 Substitutes and "or-equal"**

Evaluate and determine the acceptability or substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

### **3.9 Inspections and Tests**

TRIMAD may recommend special inspections or tests of Contractor's work as TRIMAD deems appropriate and may receive and review certificates of inspections within TRIMAD's area of responsibility or of tests and approvals required by law and regulations or the Contract Documents. Upon TRIMAD's recommendation and concurrence by Owner, Owner shall proceed with and pay for such special inspections or tests. TRIMAD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the contract or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. TRIMAD shall be entitled to rely on the results of such tests and the facts being certified.

### **3.10 Disagreements between Owner and Contractor**

TRIMAD will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, TRIMAD shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

### **3.11 Applications of Payment**

Based on its observations and on review of applications for payment and accompanying supporting documentation, TRIMAD will approve the amounts that Owner recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute TRIMAD's representation to Owner, based on such observations and review, that, to the best of TRIMAD's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, TRIMAD's recommendation of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, TRIMAD shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to TRIMAD in this Agreement. It will also not impose responsibility on TRIMAD to make any examination to ascertain how or for what purposed Contractor has used the moneys paid on account for the Contract Price, no to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

### **3.12 Substantial Completion**

TRIMAD will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, TRIMAD considers the work substantially complete, TRIMAD will notify Owner and Contractor.

### **3.13 Final Notice of Acceptability of the Work**

TRIMAD will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that TRIMAD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, TRIMAD shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of TRIMAD's knowledge, information and belief based on the extent of its services and based upon information provided to TRIMAD upon which it is entitled to relay.

### **3.14 Limitations of Responsibility**

TRIMAD shall not be responsible for the acts or omissions of any Contractor, or of any other their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. TRIMAD shall not have the authority or responsibility to stop the work of any Contractor.

#### **Additional Services, if Required:**

- Additional copies of Construction Documents beyond five (5).
- Additional survey or geotechnical investigations, if requested or required by the Owner.

- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the Owner.
- Providing professional services associated with the discovery of any hazardous water or materials along the project routes.
- Providing construction staking.
- Revisions to the final design documents once the 100% submittal has been approved by the Owner.
- Assisting Owner or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by TRIMAD on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Preparing for, conducting, or attending meetings during the design, bidding and construction phases of the project that are not provided as part of the Scope of Services.
- Providing any other professional services requested by the Owner as a part of this project that are not listed in the Scope of Services.

**TABLE 1 – Task and Expense Budget**

| <b>TASK NO.</b>                                                                 | <b>DESCRIPTION</b>                                                                             | <b>FEE</b>          |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------|
| <b>New Lift Station Abandonment of Lift Station #10 &amp; #18 and Rerouting</b> |                                                                                                |                     |
| 1                                                                               | Data collection and Topography, research, and review of relevant information/Site Visits (30%) | \$68,011.50         |
| 2                                                                               | Design Phase (60%)                                                                             | \$136,023.00        |
| 3                                                                               | Construction Phase (10%)                                                                       | \$22,670.50         |
| <b>TOTAL FEE</b>                                                                |                                                                                                | <b>\$226,705.00</b> |

**TABLE 2 – Task and Expense Budget**

| <b>TASK NO.</b>                                                    | <b>DESCRIPTION</b>                                                                             | <b>FEE</b>          |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------|
| <b>Abandonment of Lift Station #40 and Rerouting (Alternative)</b> |                                                                                                |                     |
| 1                                                                  | Data collection and Topography, research, and review of relevant information/Site Visits (30%) | \$70,917.00         |
| 2                                                                  | Design Phase (60%)                                                                             | \$141,834.00        |
| 3                                                                  | Construction Phase (10%)                                                                       | \$23,639.00         |
| <b>TOTAL FEE</b>                                                   |                                                                                                | <b>\$236,390.00</b> |

Invoices will be submitted monthly based on the percentage (%) of work completed.

See below for estimate breakdown and alternative.

**LIFT STATION #10 & LIFT STATION #18 ABANDONMENT  
TRIMAD CONSULTANTS OPINION OF PROBABLE CONSTRUCTION COST**

| <b>ABANDONMENT OF LIFT STATION, REROUTING, AND 16-INCH FORCE MAIN</b> |                                                                                |             |                 |                   |                        |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------|-----------------|-------------------|------------------------|
| <b>ITEM NO.</b>                                                       | <b>ITEM DESCRIPTION</b>                                                        | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>TOTAL</b>           |
| 1                                                                     | Trench Excavation Safety Protection                                            | LF          | 3653            | \$ 10.00          | \$ 36,530.00           |
| 2                                                                     | 24-Inch Sanitary Sewer Gravity Line                                            | LF          | 3593            | \$ 150.00         | \$ 538,950.00          |
| 3                                                                     | 30-Inch Sanitary Sewer Gravity Line                                            | LF          | 60              | \$ 180.00         | \$ 10,800.00           |
| 4                                                                     | 36-Inch Sanitary Sewer Gravity Line                                            | LF          | 2417            | \$ 300.00         | \$ 725,100.00          |
| 5                                                                     | 60-Inch Sanitary Sewer Manhole                                                 | EA          | 15              | \$ 35,000.00      | \$ 525,000.00          |
| 6                                                                     | 60-Inch Sanitary Sewer Drop Manhole                                            | EA          | 1               | \$ 40,000.00      | \$ 40,000.00           |
| 7                                                                     | Abandonment of Exist. Lift Station                                             | LS          | 2               | \$ 60,000.00      | \$ 120,000.00          |
| 8                                                                     | Tie to Existing S.S. Manhole                                                   | EA          | 2               | \$ 5,000.00       | \$ 10,000.00           |
| 9                                                                     | Rip Rap (5-Inch Thickness)                                                     | CY          | 28              | \$ 400.00         | \$ 11,200.00           |
| 10                                                                    | 48-inch In Tunnel with Steel Casing (PSJA South Drain Ditch Crossing)          | LF          | 100             | \$ 1,300.00       | \$ 130,000.00          |
| 11                                                                    | 48-inch In Tunnel with Steel Casing (Pharr/McAllen South Drain Ditch Crossing) | LF          | 120             | \$ 1,300.00       | \$ 156,000.00          |
| <b>TOTAL:</b>                                                         |                                                                                |             |                 |                   | <b>\$ 2,267,050.00</b> |

| <b>TOTAL CONSTRUCTION COST</b>  |                        |
|---------------------------------|------------------------|
|                                 | <b>TOTAL</b>           |
| <b>CONSTRUCTION COST:</b>       | \$ 2,267,050.00        |
| <b>10% CONTINGENCY</b>          | \$ 226,705.00          |
| <b>10% ENGINEERING SERVICES</b> | \$ 226,705.00          |
| <b>TOTAL CONSTRUCTION COST:</b> | <b>\$ 2,720,460.00</b> |



**LIFT STATION #40 (ALTERNATIVE)**  
**TRIMAD CONSULTANTS OPINION OF PROBABLE CONSTRUCTION COST**

| <b>ABANDONMENT OF LIFT STATION, REROUTING, AND 16-INCH FORCE MAIN</b> |                                             |             |                 |                   |                        |
|-----------------------------------------------------------------------|---------------------------------------------|-------------|-----------------|-------------------|------------------------|
| <b>ITEM NO.</b>                                                       | <b>ITEM DESCRIPTION</b>                     | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>TOTAL</b>           |
| 1                                                                     | Trench Excavation Safety Protection         | LF          | 5590            | \$ 10.00          | \$ 55,900.00           |
| 1                                                                     | 30-Inch Sanitary Sewer Gravity Line         | LF          | 5590            | \$ 180.00         | \$ 1,006,200.00        |
| 3                                                                     | 60-Inch Sanitary Sewer Manhole              | EA          | 11              | \$ 35,000.00      | \$ 385,000.00          |
| 4                                                                     | Abandonment of Exist. Lift Station          | LS          | 1               | \$ 60,000.00      | \$ 60,000.00           |
| 5                                                                     | Tie to Existing S.S. Manhole                | EA          | 1               | \$ 5,000.00       | \$ 5,000.00            |
| 6                                                                     | 42-inch Bore & Steel Casing (S. Cage Blvd.) | LF          | 100             | \$ 1,000.00       | \$ 100,000.00          |
| 8                                                                     | Hot Mix Asphaltic Pavement                  | SY          | 16400           | \$ 28.00          | \$ 459,200.00          |
| 9                                                                     | MC-30 Prime Coat (0.25 gal per SY)          | GAL         | 4100            | \$ 5.00           | \$ 20,500.00           |
| 10                                                                    | Flex Base                                   | SY          | 16400           | \$ 10.00          | \$ 164,000.00          |
| 11                                                                    | Subgrade Lime Stabilized                    | SY          | 16400           | \$ 10.00          | \$ 164,000.00          |
| <b>TOTAL:</b>                                                         |                                             |             |                 |                   | <b>\$ 2,363,900.00</b> |

| <b>TOTAL CONSTRUCTION COST</b>  |                        |
|---------------------------------|------------------------|
|                                 | <b>TOTAL</b>           |
| <b>CONSTRUCTION COST:</b>       | \$ 2,363,900.00        |
| <b>10% CONTINGENCY</b>          | \$ 236,390.00          |
| <b>10% ENGINEERING SERVICES</b> | \$ 236,390.00          |
| <b>TOTAL CONSTRUCTION COST:</b> | <b>\$ 2,836,680.00</b> |



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 14, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Maria Rangel, Engineer in Training

**DEPARTMENT:** Engineering

**DIRECTOR:** David Friedlein

**Agenda Item:** Consideration and action, if any, on Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Pharr-Reynosa International Bridge Expansion Project, Control Section Job (CSJ) Number 0921-02-479. **This item supports IF - Infrastructure.**

**Classification:** Regular

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

**Issue:** Amendment #1 adds \$20,000,000 of Category 3 General Revenue Appropriation to the project. Funds will be dispersed by TxDOT to the City on a monthly basis through the reimbursement process.

**Fiscal Consideration:** No match is required for these additional funds.

**Staff Recommendation:** Staff recommends approval to execute Amendment #1 to the AFA with TxDOT for the PIB Expansion Project, CSJ #0921-02-479.

**Alternatives:** The amendment adds funding to the project. There is no alternative except to reject the funding.

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Maria Rangel  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 8/14/2024  
Approved - 8/16/2024  
Approved - 8/16/2024  
Final Approval - 8/16/2024

|              |             |                        |           |                                                    |                                   |
|--------------|-------------|------------------------|-----------|----------------------------------------------------|-----------------------------------|
| TxDOT:       |             |                        |           | Federal Highway Administration:                    |                                   |
| CCSJ #       |             | AFA ID                 | Z00001733 | CFDA No.                                           | 20.205                            |
| AFA CSJs     | 0921-02-479 |                        |           | CFDA Title                                         | Highway Planning and Construction |
| District #   | 21-Pharr    | Code Chart 64#         | 32600     |                                                    |                                   |
| Project Name |             | Pharr Bridge Expansion |           | <i>AFA Not Used For Research &amp; Development</i> |                                   |

THE STATE OF TEXAS                   §

THE COUNTY OF TRAVIS           §

**ADVANCE FUNDING AGREEMENT  
For  
Metropolitan Mobility and Rehabilitation Funds  
Off-System**

**AMENDMENT #1**

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

**WITNESSETH**

**WHEREAS**, the parties executed a contract on **December 13, 2021** to effectuate their agreement to construct Twin Span Bridge at Pharr International Bridge; and,

**WHEREAS**, it has become necessary to amend the contract to **add state General Revenue funding for the project awarded through legislative appropriation;**

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

**AGREEMENT**

- Attachment C, **Project Budget**, is deleted in its entirety and replaced with Attachment C-1, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project will remain the same at \$42,292,638. However, the state participation **increased** from \$260,000 to \$20,260,000 due to the addition of state general revenue funds.

All other provisions of the original contract are unchanged and remain in full force and effect.

|                     |                    |                               |                  |                                                           |                                          |
|---------------------|--------------------|-------------------------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>       |                    |                               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CCSJ #</b>       |                    | <b>AFA ID</b>                 | <b>Z00001733</b> | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>AFA CSJs</b>     | <b>0921-02-479</b> |                               |                  | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>District #</b>   | <b>21-Pharr</b>    | <b>Code Chart 64#</b>         | <b>32600</b>     |                                                           |                                          |
| <b>Project Name</b> |                    | <b>Pharr Bridge Expansion</b> |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

### Signatory Warranty

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

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

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart

\_\_\_\_\_  
Dr. Ambrosio Hernandez

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services

\_\_\_\_\_  
Mayor, City of Pharr

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



|                        |                               |               |                  |                                                    |                                          |
|------------------------|-------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                               |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0921-02-479</b>            |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>21-Pharr</b>               | <b>AFA ID</b> | <b>Z00001733</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>32600</b>                  |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>Pharr Bridge Expansion</b> |               |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

## ATTACHMENT C-1 PROJECT BUDGET

The \$2,000,000 of Category 7 (Surface Transportation Block Grant) is a combination of federal funds, state funds, and local funds. Considering a 65% Economically Disadvantaged County Program reduction to the projects construction costs, the federal share is 80%, the state share is 13% and the local government share is 7% for these costs. The \$20,00,000 of Category 3 (General Revenue Appropriation) is 100% state funds. The

Local Government will be responsible for 100% of the Preliminary Engineering (PE), environmental, construction, construction engineering, direct state costs and all project costs exceeding the approved federal and state funding. The following is an estimated breakdown of the project costs and funding participation.

| Description                                                                                      | Total Estimated Cost | Federal Participation |                    | State Participation |                  |                     | Local Participation |                  |                     |
|--------------------------------------------------------------------------------------------------|----------------------|-----------------------|--------------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|
|                                                                                                  |                      | %                     | Cost               | % Before EDC Adj.   | % After EDC Adj. | Cost After EDC Adj. | % Before EDC Adj.   | % After EDC Adj. | Cost After EDC Adj. |
| Preliminary Engineering (by LG)                                                                  | <b>\$2,789,136</b>   | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$2,789,136         |
| Environmental (by LG)                                                                            | <b>\$248,266</b>     | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$248,266           |
| Construction (Cat. 7)                                                                            | <b>\$2,000,000</b>   | 80%                   | \$1,600,000        | 0%                  | 13%              | \$260,000           | 20%                 | 7%               | \$140,000           |
| Construction (100% by LG)                                                                        | <b>\$13,500,000</b>  | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$13,500,000        |
| Construction ( by LG)<br>(Cat.3 – General Revenue Appr.)                                         | <b>\$20,000,000</b>  | 0%                    | \$0                | 100%                | 100%             | \$20,000,000        | 0%                  | 0%               | \$0                 |
| Construction Engineering (by LG)                                                                 | <b>\$1,080,000</b>   | 0%                    | \$0.00             | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$1,080,000         |
| <b>Subtotal</b>                                                                                  | <b>\$39,617,402</b>  |                       | <b>\$1,600,000</b> |                     |                  | <b>\$20,260,000</b> |                     |                  | <b>\$17,757,402</b> |
| Engineer. Direct State Costs                                                                     | <b>\$164,020</b>     | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$164,020           |
| Environmental Direct State Costs                                                                 | <b>\$82,010</b>      | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$82,010            |
| ROW Direct State Costs                                                                           | <b>\$13,668</b>      | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$13,668            |
| Utilities Direct State Costs                                                                     | <b>\$13,668</b>      | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$13,668            |
| Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG | <b>\$512,120</b>     | 0%                    | \$0                | 0%                  | 0%               | \$0                 | 100%                | 100%             | \$512,120           |
| Indirect State Costs                                                                             | <b>\$1,889,750</b>   | 0%                    | \$0                | 100%                | 100%             | \$1,889,750         | 0%                  | 0%               | \$0                 |
| <b>Subtotal</b>                                                                                  | <b>\$2,675,236</b>   |                       | <b>\$0</b>         |                     |                  | <b>\$1,889,750</b>  |                     |                  | <b>\$785,486</b>    |
| <b>TOTAL</b>                                                                                     | <b>\$42,292,638</b>  |                       | <b>\$1,600,000</b> |                     |                  | <b>\$22,149,750</b> |                     |                  | <b>\$18,542,888</b> |

Initial payment by the Local Government to the State received 12/18/21: \$273,366.00  
Payment received 3/11/24 from Local Government: \$512,120.00  
Estimated total payment by the Local Government to the State: \$785,486.00  
This is an estimate. The final amount of Local Government participation will be based on actual costs.



## AGENDA MEMORANDUM



**BOARD:** Board of Commissioners

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

**DATE SUBMITTED:** August 6, 2024

**MEETING DATE:** August 19, 2024

**FROM:** Imelda Perez, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Consideration and action, if any, authorizing City Manager to negotiate and enter into a sale agreement for property legally described as Lots 5 & 6, Block 1, Universal Estates Subdivision, Unit No. 1, an addition to the City of Pharr, Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

**Classification:** Closed Session

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

**Issue:** Offer for sale of land located at 7017 & 7101 S. Cage Blvd.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval to allow negotiations to enter into a sale agreement.

**Alternatives:** N/A

**Exclude Material from Public Packet?** Yes

**Reason:** Negotiations in progress.

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### ROUTING:

Imelda Perez

Jonathan Flores

Ricardo Rodriguez

City Management Office

Created/Initiated - 8/6/2024

Approved - 8/16/2024

Approved - 8/16/2024

Final Approval - 8/16/2024