



**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 7, 2017**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. 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. PUBLIC COMMENTS/PUBLIC HEARINGS:

A) PUBLIC COMMENTS:*(Ordinance No. O-2015-28) A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.*

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES:*(Ordinance No. O-2015-28). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city 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.*

2. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing body.

B) Pledge of Allegiance/Invocation

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

A) City Engineer's Report (ENGINEERING)

B) City Events of Interest. (ADMINISTRATION)

4. 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 July 17, 2017 City Commission Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-23 setting By-Laws for the Beautification Committee. **2nd Reading** (PARKS/PAL)

C) Certification for Estimated Collection Rate for the Year 2017 for Property Taxes (FINANCE)

D) Consideration and action, if any, on request from Pharr- San Juan-Alamo ISD for road closure and assistance for the PSJA ISD Tri-City Classic Marching Band Festival on October 7, 2017 and the UIL Area Marching Contest on October 28, 2017. (POLICE)

E) Consideration and action, if any, on INDEX Reynosa 2017 Charity Golf Tournament Sponsorship for \$5,000. (BRIDGE)

F) Consideration and action, if any, on South Texas Manufacturers Association 25th Celebration Sponsorship for \$2,500. (BRIDGE)

G) Consideration and action, if any, on United Fresh Produce Association Membership for \$1,750. (BRIDGE)

H) Consideration and action, if any, authorizing City Manager to advertise for request for proposals for golf cart lease agreement for Tierra del Sol Golf Course. (PARKS/PAL)

I) Consideration and action, if any, authorizing the Pharr Police Department to enter into FY 18-19 LRGVDC PSAP Interlocal Agreement with the Lower Rio Grande Valley Development Council. (POLICE)

J) Consideration and action for approving the 2017 PSJA ISD / Pharr Police K9 Policing Agreement for K9 services at PSJA ISD High Schools and Middle Schools. (POLICE)

AGENDA REGULAR MEETING
August 7, 2017

K) Consideration and action, if any, on resolution authorizing a Policing Agreement between the P-SJ-A Independent School District and the City of Pharr to continue the "School Resource Officer Program" for 2017-2018. (POLICE)

L) Consideration and action, if any, on resolution authorizing a Policing Agreement between the Valley View Independent School District and the City of Pharr to continue the "School Resource Officer Program" for School Year 2017-2018. (POLICE)

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

1. 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 a tract of land containing 139.37 acres, more or less, out of Lots 225, 226, 238, 239, 240, 241, 242 and 243 and all land comprising of the Golf Course, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 700 East Hall Acres Road. (DEVELOPMENT SERVICES)

2. O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. (DEVELOPMENT SERVICES)

3. Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.064 acres, more or less, out of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. (DEVELOPMENT SERVICES)

4. Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting 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 the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. (DEVELOPMENT SERVICES)

5. LEM Group, LLC., d/b/a The Bridge Bar & Grill, is requesting 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 a 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 508 West IH-2, Suite 13. (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance O-2015-54 (fee ordinance), providing for repealing of conflicting ordinance(s) clause, and providing for an effective date. **2nd Reading** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Ordinance creating the position of Second Alternate Municipal Judge, setting a term, outlining duties, setting compensation, and appointing a judge and providing for an emergency reading and declaring an emergency. **1st & Final Reading** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance amending ordinance number O-2017-03 appointing a deputy criminal and deputy public prosecutor. **1st & Final Reading** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance amending ordinance O-2016-32 to adopt a new and updated Personnel Policy Manual. **1st Reading** (HR)

E) Consideration and action, if any, on Resolution cancelling/re-scheduling the Regular City Commission meeting of Monday, September 4, 2017 due to Labor Day holiday. (ADMINISTRATION)

F) Consideration and action, if any, on Resolution for Community Development Block Grant (CDBG) Action Plan 2017-2018. (GRANTS MANAGEMENT & COMMUNITY DEVELOPMENT)

6. ADMINISTRATIVE:

A) Submission of 2017 Certified Rolls. (FINANCE)

B) Notice of 2017 Tax Proposed Rate. (FINANCE)

C) Consideration and action, if any, on approval of the Bylaws of the Hidalgo County Regional Foreign Trade Zone. (PEDC II)

D) Consideration and action, if any, on approval of the Hidalgo County Regional Foreign Trade Zone Certificate of Formation. (PEDC II)

E) Consideration and action, if any, on the approval of Mayor Dr. Ambrosio Hernandez' appointment to serve on the Hidalgo County Foreign Trade Zone Board of Directors. (PEDC II)

7. PURCHASING:

A) Consideration, if any, on purchase of furniture for the South Pharr Development and Research Center. (LIBRARY)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal agreement with Hidalgo County EMS for the purpose of allowing access to the city's radio system for emergency interoperable communications. (INNOVATION & TECHNOLOGY)

B) Consideration and action, if any, authorizing Pharr Police Department to enter into an agreement with the Texas 1033 Program / Law Enforcement Support Office (LESO) Program for the request and reassignment of assets to the Pharr Police Department. (POLICE)

C) Consideration and action, if any, authorizing City Manager to negotiate and enter in a contract with The Warren Group Architects Inc. for the design of a new Fire Station No. 4. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group Architects Inc. for the International Bridge Facility Expansion and Renovations Project. (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Raba Kistner Consultants, Inc. for Professional Geotechnical Engineering Services for the Various Park Designs-2016 Project (ENGINEERING)

F) Consideration and Action on agreement with CTC Distributing to Store Pharr Police Documents at their secure facility. (POLICE)

9. LEGAL:

A) Consideration and Action, if any, on engagement agreement with Bickerstaff Heath Delgado & Acosta for SB 1004 litigation. (LEGAL)

B) Consideration and action, if any, on Engagement Agreement with Peralez & Franz, for possible litigation involving Dahlia Street. (LEGAL)

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.*

Pursuant to Section 551.071, the City 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 City 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 City 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 City 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.

AGENDA REGULAR MEETING
August 7, 2017

Pursuant to Section 551.084, the City 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 City 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. 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of August, 2017 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 4th day of August, 2017.

[Signature]
for HILDA PEDRAZA, 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,

Title: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 1.A.

DATE SUBMITTED: July 24, 2017

MEETING DATE: August 7, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 07/24/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 1.B.

DATE SUBMITTED: July 18, 2017

MEETING DATE: August 7, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 07/18/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 08/02/2017

Omar Anzaldua

Approved - 08/02/2017

Karla Moya

Approved - 08/03/2017

Patricia Rigney

Approved - 08/03/2017

City Management Office

Final Approval - 08/03/2017

Design Phase

- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **365 Tollway Utility Adjustments**
- ☐ **Various Park Designs-2016**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**

Construction Phase

- ☐ **South Pharr Development and Research Center (Part A)**
- ☐ **South Pharr Exhibit Hall**
- ☐ **Jones Box Park Parking Lot Improvements**
- ☐ **Owassa Road Improvements**
- ☐ **West Moore Rd Improvements**
- ☐ **Single Machine Repaving Project Year 2**
- ☐ **Downtown Street Lighting Improvement**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Waterline Transmission Improvements**
- ☐ **Lift Station 25 & 16-in Forcemain Improvements**
- ☐ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ☐ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ☐ **Jackson Road And Cage Boulevard Raised Medians Construction Project**
- ☐ **South Pharr Water Tower Rehabilitation**
- ☐ **Jones Box Park Landscape and Irrigation Improvements**

Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Conducted a kickoff meeting on June 20, 2017.
Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Conducted a kickoff meeting on June 20, 2017.
Project Name:	365 Tollway Utility Adjustments
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Various utility relocations along • Jackson Rd (24" Waterline), • US 281/Cage Blvd (18" Waterline), • I-Road (24" Steel Casing for future waterline) • Thomas Rd/I Road (12" Waterline)
Status:	Plans are 90% Complete

Project Name:	Various Park Design-2016
Design Engineer:	Halff & Associates
Description:	Various Park Improvements at the following Parks: • Allen & William Arnold Elementary City/School Park • Cesar Chavez Elementary City/School Park • Dr. William Long Elementary City/School • Bike Trail in Floodway • Ford Elementary City/School Park • Nature Park • Splash Pad at Allen & William Arnold
Status:	• Allen & William Arnold Park - 70% Design Complete • Allen & William Arnold Park Splash Pad – 60% Design Complete • Nature Park – 50% Design Complete • Cesar Chavez – 70% Design Complete • Dr. William Long – 70% Design Complete • Bike Trail – 40% Design Complete – Not much room for this park due to agreement with PSJA to farm this land. • Ford Park – 70% Design Complete
Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	1. Three (3) Schematics have been completed. 2. Developed three (3) 3D architectural design models of the facility

Project Name	South Pharr Development and Research Center Part A		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$2,433,000	Contract Time (days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	47.92%

Description: Construction of South Pharr Development and Research Center consisting of approximately 15,398 s.f. masonry building.

Status: Construction is approximately 28.9% Complete

Pictures:



Project Name	South Pharr Exhibit Hall		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$1,209,000	Contract Time (Days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	47.92%

Description: South Pharr Exhibit Hall will consist of a new one story masonry building approximately 9,000 s.f. in size

Status: Construction is approximately 39.4% Complete

Pictures:



Project Name:	Jones Box Park Parking Lot Improvements		
Engineer	Melden & Hunt		
Contractor	Mor-Wil, LLC		
Contract Amount	\$579,410	Contract Time (Days)	120
Notice to Proceed	1/19/2017	Contract Time Used:	162.50%

Description: Construction of a new parking lot and various, walking trail resurfacing, Basketball courts and soccer fields.

Status: Construction is approximately 82.3% complete.

Pictures:



Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsj		
Contractor	IOC, Company		
Contract Amount	\$5,206,108	Contract Time (Days)	438
Notice to Proceed	3/23/2017	Contract Time Used:	30.14%

Description: Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements.

Status: Construction is ongoing.

Pictures:



Project Name:	West Moore Rd Improvements		
Engineer	Melden & Hunt		
Contractor	Texas Cordia Construction		
Contract Amount	\$332,153	Contract Time	100
Notice to Proceed	3/29/2017	Contract Time Used:	126.00%

Description: Reconstruction of West Moore Rd and the widening of Moore Rd at Jackson Rd. and Cage Blvd Intersections

Status: Main lanes are complete, and intersection widening is scheduled to be completed mid-August 2017.

Pictures:



Project Name:	Single Maching Repaving Project Year 2		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$2,807,023	Contract Time (Days)	180
Notice to Proceed	1/23/2017	Contract Time Used:	100.00%
Description: Repaving of residential streets, in North, Central and South Pharr			
Status: Contractor has completed the project. Contractor has been issued a Punch List for items that need to be addressed before closing the job.			
Pictures: (None)			

Project Name:	Downtown Street Lighting Improvement		
Engineer	SDI		
Contractor	OCL Enterprises, LLC		
Contract Amount	\$181,050	Contract Time (Days)	120
Notice to Proceed	3/23/2017	Contract Time Used:	110.00%

Description: Improve lighting along N. Cage Blvd from Polk Ave. to Business 83.

Status: Project is 89% complete. All light poles are in place including fixtures. AEP has provided power to most of the service poles.

Pictures:



Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	\$2,735,000	Contract Time (Days)	365
Notice to Proceed	4/21/2017	Contract Time Used:	28.22%

Description: Build a new 1 Million Gallon Composite Elevated Storage Tank

Status: Concrete Pedestal and dome are complete. Contractor will begin working on the steel tank. Project is about 47% complete.

Pictures:



Project Name:	Waterline Transmission Improvements		
Engineer	S&GE, LLC		
Contractor	Jimmy Closner & Sons		
Contract Amount	\$6,591,196	Contract Time (Days)	540
Notice to Proceed	3/15/2016	Contract Time Used:	93.52%

Description: Construction of a 20-in and 16-in water transmission main from the Water Treatment Plant (WTP) Booster Pump Station to the Expressway and JBJ Elevated Storage Tank.

Status: Construction is ongoing. Contractor is working on Betterments.

Pictures:



Project Name:	Lift Station 25 & 16-in Forcemain Improvements		
Engineer	S&GE, LLC		
Contractor	Saenz Brothers Construction, LLC		
Contract Amount	\$2,715,364	Contract Time (Days)	360
Notice to Proceed	8/2/2016	Contract Time Used:	101.39%

Description: New Liftstation and 16-in Forcemain Improvements

Status: Construction is 65.42% complete

Pictures:



Project Name:	Wastewater Treatment Plant Clarifier No. 2 Rehabilitation		
Engineer	SG&E		
Contractor	JMJ Constructors Inc.		
Contract Amount	\$532,725	Contract Time (Days)	270
Notice to Proceed	1/3/2017	Contract Time Used:	78.15%

Description: Install a new Clarifier at the Wastewater Treatment Plant Clarifier No. 2

Status: All equipment has arrived, and contractor is working on electrical and non-potable water system. Construction is 44.84% complete.

Pictures:



Project Name:	Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.		
Engineer	Aldaña Engineering & Traffic Design, LLC		
Contractor	D&G Energy Corporation		
Contract Amount	\$232,765	Contract Time (Days)	120
Notice to Proceed	7/31/2017	Contract Time Used:	0%
Description: This existing intersection is presently un-signalized. The proposed traffic signal will include traffic signal poles and arms, traffic signal controller & cabinet, foundations,			
Status: Contract has been awarded. Notice to Proceed date was July 31, 2017.			
Pictures:(None)			

Project Name:	Jackson Rd and Cage Blvd Raised Medians		
Engineer	R. Gutierrez Engineering Corp.		
Contractor	IOC		
Contract Amount	\$297,849	Contract Time (Days)	60
Notice to Proceed	7/24/2017	Contract Time Used:	15.00%

Description: Construction of raised concrete medians, and pavement striping along Jackson Rd and Cage Blvd.

Status: Contract has been awarded, and construction has begun on the medians on S. Cage Blvd. and Newcombe/Park Ave.

Pictures:



Project Name:	South Pharr Water Tower Rehabilitation		
Engineer	Dunham Engineering, Inc.		
Contractor	Blastco		
Contract Amount	\$127,600	Contract Time (Days)	90
Notice to Proceed	TBD	Contract Time Used:	0%
Description: Rehabilitation and repainting of a 750,000 gallon composite			
Status: Contract has been awarded. Awaiting to received executed contracts to issue the Notice to Proceed.			
Pictures: (None)			

Project Name:	Jones Box Park Landscape and Irrigation Improvements		
Engineer	Heffner Design Team, PLLC		
Contractor	Southern Landscapes		
Contract Amount	\$79,050	Contract Time (Days)	90
Notice to Proceed	TBD	Contract Time Used:	0%
Description: Various landscape and irrigation improvements at Jones Box Park			
Status: Contract has been awarded. Notice to Proceed date is September 18, 2017.			
Pictures: (None)			



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: July 26, 2017

MEETING DATE: August 7, 2017

FROM: Vanessa Castillo, Executive Secretary

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Events will be presented at the meeting.

Financial Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

ROUTING:

Vanessa Castillo

Created/Initiated - 07/26/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 4, 2017

MEETING DATE: August 7, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of minutes for July 17, 2017 City Commission Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera
City Management Office

Created/Initiated - 08/04/2017
Final Approval - 08/04/2017

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 17, 2017
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 17, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Pro-Tem Roberto “Bobby” Carrillo
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Daniel Chavez
Comm. Ricardo Medina

STAFF PRESENT: Juan G. Guerra, City Manager
Edward Wylie, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Rodolfo Martinez, Municipal Court Judge
Javier Gonzalez, Asst. Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Director
Reynaldo Cano, Asst. Public Works Director
Jose Villescascas, Public Utilities Director
Sergio Alains, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jason Arms, I.T. Director
Fred Brouwen, Asst. Bridge Director
Victor Perez, PEDC II Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Javier Gonzalez, Assistant Police Chief, said the prayer.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Manuel Villarreal, 1202 E. Evans, thanked the Commission for the Pharr PRIDE mantras and stated he had seen a lot of improvement in his daily life observations. However, he mentioned that Permits Department was not following the PRIDE mantras from his hands-on experience and professional observation. He stated on April 17, 2017 he applied for a shed to be placed on a lot and had provided the proper setbacks. Mr. Villarreal further stated his permit was denied and the reason for denial was that Hidalgo County Appraisal District indicated there was no permanent structure on the lot. He added he was not in agreement with the reason given for the denial as he had invested a lot of time, resources and money in finding out the nature of the denial. Mr. Villarreal stated he hand delivered a protest and appeal to the Permits Office on June 1, 2017 and later on June 2, 2017 he received a call from the permits office and stated that he found the call to be condescending and dismissive. He spoke with Mr. Martinez in the Permits Office regarding a note where the Pharr Municipal Code precludes that but he would review and investigate the code. He later filed an appeal with the permits office on June 7, 2017 but he has not yet received a call back regarding his permit.

Jose Evaristo Degollado, 2314 N. Jackson Rd., stated he was against the construction of AEP electrical substation for safety issues and impaired value of property. He also showed the commission a picture of a home located on Monte Cristo Road and McColl Road and stated he was afraid that this to might happen to his property and the surrounding properties. Lastly, he stated he would greatly appreciate the consideration on decisions to this matter.

Angela Ridling, Safe Haven for Kids Emergency Shelter, stated the emergency shelter was created for abused children who need transportation from the Rio Grande Valley area to other shelters hours away. She further stated that out of the 254 counties in Texas, Hidalgo County was number seven in being the worst county for child abuse.

At this time, she extended an invitation to everyone to attend the Open House on July 27, 2017 from 2:00 p.m. to 8:00 p.m. at 1700 N. Alamo Road, in Alamo. She further stated there were still a lot of items needed for the shelter and would appreciate any help from anyone listening and the community.

Melody Garcia, Director of Residential Services for Safe Haven for Kids, stated she had received training in residential operations for children who have been in and out of placements and children who now exhibit violent and aggressive behavior because of the abuse and neglect they experienced. She further stated they would not only be opening a shelter but would be using a program that alleviates symptoms of trauma and would be doing many great things at Safe Haven for these kids.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

No one signed-up to speak.

ITEM 3. CITY MANAGER'S REPORTS

A) SUBMISSION OF JUNE 2017 TAX COLLECTION REPORT (FINANCE)

Juan G. Guerra, City Manager, introduced the tax collection report for the month of June 2017 and reported both current and delinquent taxes were up.

B) SUBMISSION OF JULY 2017 SALES TAX REPORT (FINANCE)

Juan G. Guerra, City Manager, reported sales tax were up 5% for the month of July 2017 and overall up 2% for the fiscal year.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, reported Public Works would be conducting its monthly Operation Clean Sweep on July 29, 2017 for Zone 12 and the meet up location would be Fire Station No. 3.

Juan G. Guerra, City Manager, reported "Movies at the Park" would be taking place at Dr. Long Park on Saturday, July 22, 2017 and the featured movie would be Moana and will start at sunset. He invited the community to bring their blankets, lawn chairs, and snacks to enjoy the movie.

Juan G. Guerra, City Manager, reported PAL Golf Tournament would be held at Tierra Del Sol Golf Club on Saturday, July 22, 2017 at 8:00 a.m. and stated the tournament was a fundraiser for sport programs.

MINUTES: REGULAR CALLED MEETING
JULY 17, 2017

Juan G. Guerra, City Manager, reported the City of Pharr would be hosting its Public Safety Memorial 5K Run/Walk on Saturday, August 5, 2017 and invited the community to participate.

Juan G. Guerra, City Manager, reported the Pharr Economic Development Corporation would be hosting a ribbon cutting for El Mana Cuisine on July 18, 2017 at 10:00 a.m. He stated the restaurant was locally owned and specialized in Mexican food.

Juan G. Guerra, City Manager, reported the Pharr Economic Development Corporation would be hosting a Lift Fund Workshop at 1215 S. Cage Boulevard on July 19, 2017 at 10:00 a.m. He further stated the workshop was alongside with the RGV Hispanic Chamber for aspiring entrepreneurs starting or expanding their business and it will offer effective methods to guide businesses in obtaining financial assistance from lenders.

Juan G. Guerra, City Manager, reported the Pharr Economic Development Corporation in conjunction with Workforce Solutions would be hosting the Annual RGV Job Fair at the Boggus Ford Events Center on July 20, 2017 from 9:00 a.m. to 1:00 p.m. He stated this event will host numerous employers and agencies to promote available jobs and career opportunities in a variety of fields and stated it was free to the public.

Juan G. Guerra, City Manager, reported the Pharr Economic Development Corporation would be hosting a groundbreaking ceremony for Murphy USA located at 1107 S. Jackson Road on July 21, 2017 at 10:00 a.m. He stated Murphy USA was one of many future locations to be opening in the area and they would be offering discounted pricing for vehicle fueling and a quick stop shop for picking up snacks on the go.

Juan G. Guerra, City Manager, reported the Pharr International Bridge, CBP and SAT would be having a bridge connect meeting called Update on Modernization of NAFTA & Bi-National infrastructure projects on Thursday, July 27, 2017 from 2:00 p.m. to 4:00 p.m. at Tierra Del Sol Golf Club. He stated this seminar was to update the trade on the latest developments regarding NAFTA and projects on both sides of the border. He added NAFTA was very important to this region.

Juan G. Guerra, City Manager, reported the International Gaming Expo would take place at Boggus Ford Events Center on July 28 through 30, 2017 and stated this was an expo of epic gaming, live concerts, international professional gamers and various characters doing cosplay. He mentioned more than 20,000 in cash prizes will be given out to the winners and tickets were now on sale at internationalgamingexpo.com. He further stated free ticket giveaways on the City of Pharr Facebook page.

Juan G. Guerra, City Manager, lastly reported Pharr Media was conducting a contest on the City of Pharr Facebook page which has over 32,000 followers, but out of those 32,000 followers, only 6,300 are actual Pharr residents. He stated we feel Facebook was a great resource for directly sharing our news and successes with the public. He asked the public to go to the City of Pharr Facebook page and simply, "LIKE" the page. He further stated that by doing so, you could win a \$100 gas card and a family 6-pack of free passes to the Pharr Aquatic Center.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JUNE 30, 2017 SPECIAL CALLED MEETING; AND JULY 3, 2017 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF WEST US HIGHWAY 83 BETWEEN PALM DRIVE AND ASTER STREET FOR THE INAUGURAL PUBLIC SAFETY MEMORIAL 5K RUN/WALK ON SATURDAY, AUGUST 5, 2017 (PARKS/PAL)**
- C) CONSIDERATION AND ACTION, IF ANY, ON STREET CLOSURES FOR THE INAUGURAL PUBLIC SAFETY MEMORIAL 5K RUN/WALK SCHEDULED FOR SATURDAY, AUGUST 5, 2017 (PARKS/PAL)**
- D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM THE AMERICAN BIKERS ASSOCIATION FOR DONATION IN THE AMOUNT OF \$1,500 FOR THEIR KICKSTANDS FOR KIDS SCHOOL DRIVE EVENT (ADMINISTRATION)**
- E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM THE U.S. GENERAL SERVICES ADMINISTRATION FOR A 20-FT DRAINAGE EASEMENT FOR A NEW FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMSCA) FACILITY LOCATED AT THE PHARR-REYNOSA INTERNATIONAL BRIDGE (ENGINEERING)**
- F) CONSIDERATION AND ACTION, IF ANY, ON PSJA ISD REQUEST FOR THE USE OF THE BOGGUS FORD EVENTS CENTER - FREE OF CHARGE - ON TUESDAY SEPTEMBER 26, 2017 FROM 5:00 PM - 9:00 PM FOR ANNUAL COLLEGE NIGHT EVENT (EVENTS CENTER)**
- G) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM THE RIO GRANDE VALLEY CHAPTER OF FAMILIES & FRIENDS OF MURDERED CHILDREN INC. TO USE THE BOGGUS FORD EVENTS CENTER - FREE OF**

**CHARGE - ON MONDAY SEPTEMBER 25, 2017 FROM 6:30 PM - 8:30 PM
FOR THEIR BANQUET (EVENTS CENTER)**

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

1. **SCALISI'S CHICAGO PIZZA & MORE FILED REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.073 OF AN ACRES, MORE OR LESS, OUT OF LOT 2, NOLANA BUSINESS PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 912 EAST NOLANA LOOP, SUITES R, S AND T.**
2. **JOHN M. GARCIA, REPRESENTING AEP TEXAS, INC., REQUESTED A LIFE-OF-THE-USE SPECIAL USE PERMIT TO ALLOW AN ELECTRICAL SUBSTATION IN AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE SOUTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2) OF LOT 6, BLOCK 5, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 2400 BLOCK OF NORTH JACKSON ROAD.**
3. **THE CITY OF PHARR, D/B/A BOGGUS FORD EVENTS CENTER, 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 LOT 1, TIP-O-TEXAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3000 NORTH CAGE BOULEVARD.**
4. **RUDY'S TEXAS BAR-B-Q, L.L.C. / CARLOS TORRES, D/B/A RUDY'S COUNTRY STORE BAR-B-Q, 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 LOT 1, LOS HOTELES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 209 WEST NOLANA LOOP.**
5. **HALFF & ASSOCIATES, INC., REPRESENTING SOUTH TEXAS COLLEGE, A POLITICAL SUBDIVISION / SHIRLEY A. REED, M.B.A., ED. D. PRESIDENT, REQUESTED A CHANGE OF ZONE FROM AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE WEST 330' OF LOT 255, AND A TRACT OF LAND CONTAINING 54.06 ACRES, MORE OR LESS, OUT OF LOTS 258, 259 AND 260, KELLY-PHARR SUBDIVISION,**

**PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY
LOCATED WITHIN THE 3900 BLOCK OF SOUTH CAGE BOULEVARD.**

Juan G. Guerra, City Manager, introduced the items and briefly stated item H-2 was approval to deny as recommended by the Planning & Zoning Board. He further recommended approval of the consent agenda.

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

Resolution No. R-2017-51 and Ordinance No. O-2017-28 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2015-54 (FEE ORDINANCE), PROVIDING FOR REPEALING OF CONFLICT ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE – 1ST READING (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and briefly stated this was to update the cell tower fees and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-15 FOR BUDGET AMENDMENTS TO THE FISCAL YEAR 2016-2017 BUDGET (FINANCE)**

Juan G. Guerra, City Manager, introduced the item and no action would be taken since it required six (6) votes.

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ABANDONING A PORTION OF WEST CAFFERY AVENUE AND A PORTION OF A 20 FOOT DEDICATED ALLEY LYING WEST OF S. CASA ROAD AND BETWEEN PORTIONS OR ALL OF LOTS 2, 3, 4, 5, AND 6 OF MCALLEN-PHARR STORAGE RENTALS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, RECORDED APRIL 24, 1978 – 1ST READING (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and recommended approval.

Comm. Guajardo **moved** to approve. Comm. Caballero seconded the motion.

Comm. Caballero requested more details on item. Juan G. Guerra, City Manager, explained this was to abandon a future road or alley to allow for future development that may take place in that area.

The motion was put to a vote and it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPROVING THE CITY OF PHARR 2017 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN (PARKS/PAL)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2017-52 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-23 SETTING BY-LAWS FOR THE BEAUTIFICATION COMMITTEE – 1ST READING (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item. He briefly stated this was needed in order to start having meetings for this committee and recommended approval.

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

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PLANNING AND ZONING COMMISSION TO BE THE CITY'S RESPONSIBLE BOARD FOR REQUESTS FOR NAME CHANGES FOR CITY STREETS AND CITY OWNED BUILDING/ASSETS (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2017-53 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 2 AND FINAL RECONCILIATION OF QUANTITIES FOR THE OFF-SITE UTILITY IMPROVEMENTS FOR SOUTH PHARR DEVELOPMENT & RESEARCH CENTER (BID NUMBER 1516-01-528-0035) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated this was a deduction in the amount of \$42,000 and final payment to the developer. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, DECLARING 504 W. JUAREZ AVE. AS SURPLUS PROPERTY AND REQUESTING TO AUCTION (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

ITEM 7. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 2 PHASE B (BID NO. 1617-01-528-0036) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and briefly stated this was approximately \$810,000 to Cutler Repaving Inc. and recommended approval.

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

At this time, Juan G. Guerra, City Manager, stated they would deviate from the agenda and go to item 7-C. There was no objection.

C) CONSIDERATION AND ACTION, IF ANY, ON AFFILIATION AGREEMENT BETWEEN CITY OF PHARR FIRE DEPARTMENT AND DOCTORS HOSPITAL AT RENAISSANCE FOR THE CITY OF PHARR EMT PROGRAM (FIRE)

Juan G. Guerra, City Manager, introduced the item and stated this agreement would allow our firefighters to receive the training hours at Doctors Hospital Renaissance (DHR) and stated training would be provided at no cost. He further recommended approval.

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

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

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA. IN ACCORDANCE WITH THE FOLLOWING BELOW:

The time being 4:22 p.m., Mayor Pro Tem Carrillo stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 4:42 p.m., Mayor Pro Tem Carrillo stated the commission would be resuming the open meeting.

ITEM 7. CONTRACTS/AGREEMENTS

B) CONSIDERATION AND ACTION, IF ANY, ON LETTER OF COMMITMENT FOR THE CITY OF PHARR TO BE A FINANCIAL PARTNER WITH PSJA ISD FOR THE ANN CASEY FOUNDATION APPLICATION STUDY (PEDC II)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

ITEM 8. LEGAL

A) CONSULTATION AND POSSIBLE ACTION ON SETTLEMENT DEMAND OF RAUL N. GARCIA (LEGAL)

Juan G. Guerra, City Manager, introduced the item and recommended no action.

B) CONSULTATION AND POSSIBLE ACTION ON SB1004 (LEGAL)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

Comm. Guajardo **moved** to approve as discussed in executive session. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:44 p.m.

CITY OF PHARR

ROBERTO "BOBBY" CARRILLO
MAYOR PRO TEM

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

ON THIS THE 17TH DAY OF JULY 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: July 18, 2017

MEETING DATE: August 7, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks/PAL

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-23 setting By-Laws for the Beautification Committee. ***2nd Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 07/18/2017
Approved - 07/18/2017
Final Approval - 08/02/2017

ORDINANCE NO. O-2017_____

AN ORDINANCE AMENDING ORDINANCE NO. O-2017-23 AND OF THE CITY OF PHARR CODE OF ORDINANCES, ENTITLED “BEAUTIFICATION COMMITTEE”; PROVIDING BY-LAWS; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERIBILITY CLAUSE; A PUBLICATION AND AN EFFECTIVE DATE.

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

CITY OF PHARR CODE OF ORDINANCES, ORDINANCE NO. O-2017-23 IS HEREBY AMENDED AND THE FOLLOWING SECTIONS ARE HERBY INSERTED AND SHALL READ AS FOLLOWS:

SEC. 1.89.0: BEAUTIFICATION COMMITTEE BY-LAWS

**CITY OF PHARR
STANDARD CITY COMMITTEE BYLAWS**

**BYLAWS OF THE
BEAUTIFICATION COMMITTEE**

SECTION 2.01: INTENT AND BODY

Sec. 2.01.1 ARTICLE 1. NAME.

The name of the committee is the Pharr Beautification Committee.

Sec. 2.01.2 ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the committee is to exercise the powers and duties of a Beautification Committee of the City of Pharr. It shall promote and encourage the beautification of the City through the participation of the City, the citizens of Pharr, and local business concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the common purpose of improving the beauty and cleanliness of the City. Such Committee shall also perform other duties as may be necessary and directed by the Pharr Committee of Commissioners.

Sec. 2.01.3 ARTICLE 3. MEMBERSHIP.

- (A) The Pharr Beautification Committee is composed of five members appointed by the Committee of Commissioners.

- (B) Members serve at the pleasure of the city council. Any member may be removed from their position on the committee for any reason, or for no reason, by a majority vote of the Committee of Commissioners.
- (C) Members shall be appointed for a term of one, two and three years on a rotating basis and removable by the appointing authority. The Committee of Commissioners shall appoint two (2) one (1) year members, two (2) two (2) year members and on (1) three (3) year members. All cases to be heard and ruled upon will always be heard by a minimum of three (3) members.
- (D) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the committee or the City of Pharr unless a formal action by the Beautification Committee or Committee of Commissioners has been taken on the specific issue.
- (E) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Parks and Recreation of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (F) At each meeting, each committee member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda, or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.
- (G) A committee member who seeks to resign from the committee shall submit a written resignation to the chairman. If possible, the resignation should allow for a thirty day notice so the Committee of Commissioners can appoint a replacement.
- (H) All committee members must be a resident of the City of Pharr.
- (I) The Director of Parks and Recreation and the Assistant Director of Parks and Recreation shall be ex officio members of the Beautification Committee without a right to vote but will provide technical support and expertise to the Commission. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.

- (J) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City Of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (K) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.
- (L) Members shall not have any administrative or enforcement authority in the day to day operations of the City. They shall have no authority or right to enforce any rule, ordinance or regulation of the City. Any violations are violation of this ordinance.

Sec. 2.01.4 ARTICLE 4. OFFICERS.

- (A) The officers of the committee shall consist of a chairman and a vice-chairman and secretary.
- (B) The chairman is appointed by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Board of Commissioners during the annual appointment process. Should the Mayor fail to recommend a chairman for each committee, committee or commission, and/or the Committee of Commissioners fails to approve any Chairman recommended by the Mayor, a majority of the Board of Commissioners plus one (Super-majority) may approve appointment of a chairman. The other officers (except for parliamentarian) shall be elected annually by a majority vote of the commission at the first regular meeting in January. In the event a current officer becomes ineligible to serve as an officer, the commission may hold an emergency election as needed for all officers.
- (C) The term of office shall be one year, beginning January and ending December. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of a commission for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a committee for three consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office.
- (D) A member may not hold more than one office at a time.

Sec. 2.01.5 ARTICLE 5. DUTIES OF OFFICERS.

- (A) The chair shall preside at committee meetings, appoint all sub-committees, and represent the committee at ceremonial functions.

- (B) In the absence of the chairman, the vice-chair shall perform all duties of the chair.
- (C) In the absence of both the chairman and the vice-chair the secretary shall perform the duties of the chairman.
- (D) In the absence of all officers the most senior member by appointment date shall chair the meeting.

Sec. 2.01.6 ARTICLE 6. AGENDAS.

- (A) Items may be placed on the agenda by the chairman, Director of Park and Recreation, the City Manager or his designee or at the request of two or more committee members. The requests must be at least five days before the meeting. Committee members must consulting with and receiving input from the Director of Parks and Recreation. The Director shall seek consultation from the City attorney as to the legalities of the agenda item(s) and whether it is within the committee's discretion.
- (B) Staff shall assemble all regular meeting items as directed by City ordinance and internal city policy.
- (C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

Sec. 2.01.7 ARTICLE 7. MEETINGS.

- (A) The committee meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (B) Committee meetings shall be governed by Robert's Rules of Order.
- (C) All meeting of the committee shall be open to the public. The committee shall keep minutes of its proceedings showing the vote of each member on each questions, or if absent or failing to vote. The Director of Development Services shall be custodian and possessor of records and minutes of the meetings.
- (D) The committee shall meet at least twice a month. In November of each year, the committee shall adopt a schedule of the meetings for the upcoming year, as composed by staff.
- (E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A committee may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless

the meeting is required to comply with a statutory deadline or a deadline established by Council.

- (F) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.
- (G) An affirmative vote of at least 3 members must be made to approve any motion.
- (H) The chairman has the same voting privilege as any other member.
- (I) The committee shall allow citizens to address the committee on agenda items and during a period of time set aside for citizen communications. The chairman may limit a speaker to three minutes. In the interest of fairness to the applicants and appellants appearing before the committee and those appearing in opposition to the same, no discussion shall be held by a member or members of this committee with the applicant, appellant, or opposition, who is attempting to influence any committee member concerning the application or other matter involving an applicant or appellant before the committee either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all members shall have the full benefit of such a discussion.
- (J) The Parks and Recreation staff shall prepare the committee minutes. The minutes of each committee meeting must include the vote of each member on each item before the committee and indicate whether a member is absent or failed to vote on an item.
- (K) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Recreation Department shall retain all other committee documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).
- (L) Each person and committee member attending a committee meeting should observe proper decorum.
- (M) Debate and motions. Motions are usually classified in several ways:
 - (1) Main motion
 - (2) Subsidiary motion/Un-debatable motions;
 - (3) Privileged motions; and
 - (4) Fully-debatable motions.

A *Main Motion* is a motion that brings business before the committee. Main motions are made while no other motion is pending. Any of the subsidiary or privileged motions may be made while the main motion is pending, and in many cases these motions, if passed, will affect the committee's consideration of the main motion. A subsidiary or un-debatable motion is a type of motion by which a deliberative assembly deals directly with a main

motion prior to (or instead of) voting on the main motion itself. Subsidiary motions are motions such as to postpone indefinitely, amend and to table.

A *Subsidiary* or *Un-debatable* motion involves procedural questions that can be resolved without discussion, such as tabling a main motion, moving the previous question, restricting further discussion of a main motion to a fixed number of minutes, postponing action, or referring an item under discussion to a committee. After a subsidiary or un-debatable motion is offered, the chairman must immediately take a vote, without discussion.

Privileged motions grant precedence over ordinary business. Such motions have limited debate permitted. They include setting the time of the next meeting, adjourn, recess or executive session. Any discussion of a privileged motion must be addressed to the motion itself. A motion to fix the time for adjourning the commission meeting, for example, might require limited debate as to the advisability of such a decision, but other points of discussion would be out of order.

Fully-debatable motions are subject to unlimited discussion prior to a decision.

One of the most important principles of debate is that committee member's statements be directly relevant to the item under consideration. Committee members recognized by the chairman are given the floor only for the purpose of discussing the item then pending, and they are out of order if they depart from that item. "Debate" can easily evolve into statements of personal philosophy. As interesting though as these statements may seem to the speaker, such departures do not belong in a commission meeting.

Sec. 2.01.8 ARTICLE 10. AMENDMENT OF BYLAWS.

A bylaw amendment is not effective unless approved by the Board of Commissioners of the City of Pharr, Texas.

SECTION 2: Severability Clause

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

SECTION 3: Repealing Clause

All existing ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: Effective Date

This Ordinance shall be effective immediately upon passage.

SECTION 5: Penalty Clause

Any violation of this ordinance shall constitute a voluntary and automatic resignation from the Pharr Beautification Committee.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the _____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the _____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the _____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: August 1, 2017

MEETING DATE: August 7, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Certification for Estimated Collection Rate for the Year 2017 for Property Taxes

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 08/01/2017

Karla Moya

Approved - 08/01/2017

Karla Moya

Approved - 08/01/2017

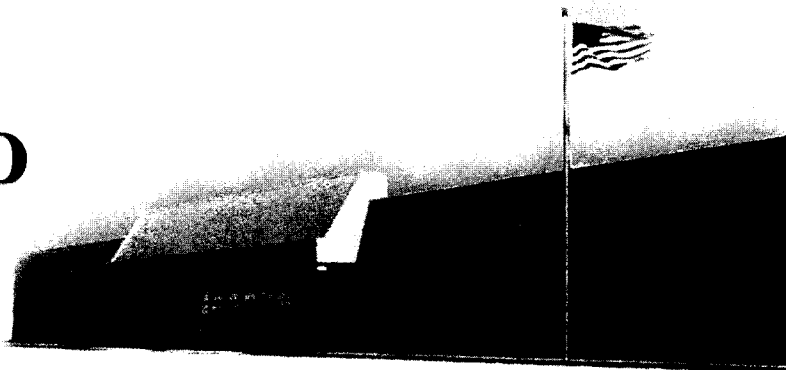
Patricia Rigney

Approved - 08/01/2017

City Management Office

Final Approval - 08/03/2017

Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. R7A



July 13, 2017

CITY OF PHARR
KARLA MOYA
118 S CAGE BLVD
PHARR, TX 78577

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Re: 2017 CITY OF PHARR Anticipated Collection Rate
And Excess 2016 Debt Tax Collections

Dear Mr/s. MOYA:

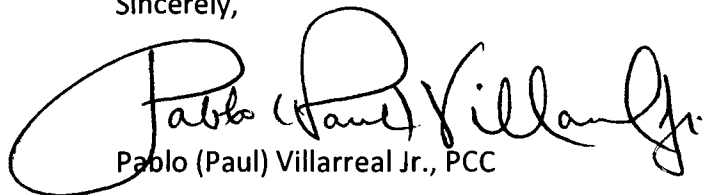
As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2016 to the governing body.

Certification

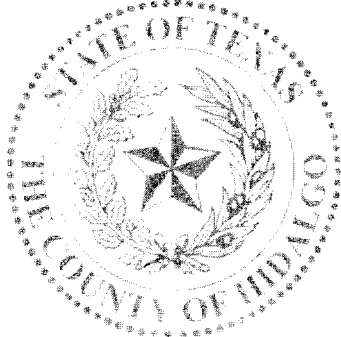
This is to certify that the Estimated Collection Rate for the year 2017 has been projected at the 100% rate.

Also, the 2016 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2016 Debt Service Report.

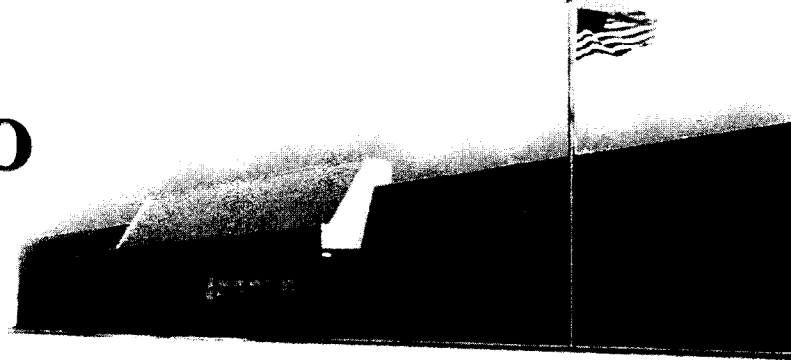
Sincerely,


Pablo (Paul) Villarreal Jr., PCC

Encl.



Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. R7A



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

July 13, 2017

CITY OF PHARR
KARLA MOYA
118 S CAGE BLVD
PHARR, TX 78577

Re: 2017 Effective and Rollback Tax Rates

Dear Mr/s. MOYA:

This office has been informed by the Hidalgo County Appraisal District, that the 2017 Taxable Values will be certified on July 25, 2017.

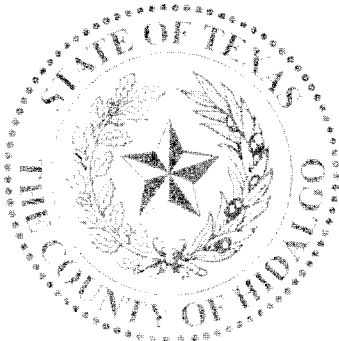
Kindly furnish this office with the information requested on **Schedule A and B** of the enclosed form, so that we may complete the required effective and rollback rate calculations.

Your **prompt attention** to this matter will be greatly appreciated. If you have any questions, please do not hesitate to contact our office.

Sincerely,

JULIO ESPINOSA
PROPERTY TAX MANAGER

Encl.





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: July 27, 2017

MEETING DATE: August 7, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, on request from Pharr- San Juan-Alamo ISD for road closure and assistance for the PSJA ISD Tri-City Classic Marching Band Festival on October 7, 2017 and the UIL Area Marching Contest on October 28, 2017.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr San Juan Alamo ISD will host two (2) marching band competitions in the City of Pharr in the month of October. The PSJA ISD Tri-City Marching Band Festival is scheduled for Saturday October 7, 2017 and the UIL Area Marching Contest is scheduled for Saturday October 28, 2017.

PSJA ISD has agreed to pay for the personnel costs for police employees, and is asking for assistance with the remaining items. PSJA ISD officials have estimated an attendance of approximately 6,000-10,000 persons (includes students) at each event.

Mr. Rene Campos - Assistant Superintendent for Support Services has submitted a written request to the office of City Manager Juan Guerra asking for the City of Pharr's assistance and further requested various road closures to allow for the safe movement of band member students and vehicles.

The Road Closure requests are for the following streets from 6am to 12 midnight on October 7 and October 8, 2017.

Fir St.—from Kelly St. to Sam Houston Blvd
 Gumwood St.—from Highway 83 to Sam Houston Blvd
 Ironwood St.—from Kelly St. to Sam Houston Blvd
 Jones St-- from Ironwood St. to Gumwood St
 Hibiscus St.- from Kelly St. to Jones St.

Request further includes use of Witten Park, Pharr Aquatic Parking Area and Trolleys.

Financial Consideration: PSJA ISD will employ off-duty Pharr Police Officers for both events and issue payments to the officers directly. PSJA ISD is asking for assistance of the City of Pharr providing for equipment costs associated with the use of Skywatch Towers, police units, other police vehicles and public works resources to include barricades, cones and city vehicles.

Equipment costs were calculated based on equipment usage, fuel, maintenance etc..and MyGov format. The total assistance in expenses for the City of Pharr is \$25,440.00 for the PSJA ISD Tri-City Classic Marching festival and \$25,440.00 for the UIL Area Marching Band Contest; with a grand total of \$50,880.00

PSJA ISD Tri-City Classic Marching Band Festival 10/07/2017

Police Resource	Amount	Cost	Hours	Total
Supervisor	2	\$45.00	8	\$720.00
Officer	10	\$40.00	16	\$6,400.00
Skywatch Towers	4	\$120.00	16	\$8,000.00
Police Units	10	\$80.00	16	\$1,000.00
Public Works Resources	Amount	Cost	Hours	Total
Personnel Costs	2	\$15.00	4	\$120.00
Truck w/Utility Trailer	1	\$80.00	4	\$320.00
Type 2 Barricades	10	\$80.00	16	\$12,800.00
Traffic Cones	1	\$80.00	16	\$1,280.00
Trolley	2	\$120.00	8	\$1,920.00
PSJA ISD Tri-City Classic Marching Band Festival Total Costs				\$32,560.00
PSJA ISD will Cover – Police Salaries				\$7,120.00
City will Cover – Equipment & Public Works Salary				\$25,440.00

UIL Area Marching Contest 10/29/2016

Police Resource	Amount	Cost	Hours	Total
Supervisor	2	\$45.00	8	\$720.00
Officer	10	\$40.00	16	\$6,400.00
Skywatch Towers	4	\$120.00	16	\$8,000.00
Police Units	10	\$80.00	16	\$1,000.00
Public Works Resources	Amount	Cost	Hours	Total
Personnel Costs	2	\$15.00	4	\$120.00
Truck w/Utility Trailer	1	\$80.00	4	\$320.00
Type 2 Barricades	10	\$80.00	16	\$12,800.00
Traffic Cones	1	\$80.00	16	\$1,280.00
Trolley	2	\$120.00	8	\$1,920.00
UIL Area Marching Contest Total Costs				\$32,560.00
PSJA ISD will Cover – Police Salaries				\$7,120.00
City will Cover – Equipment & Public Worker Salary				\$25,440.00

Staff Recommendation: Staff recommends approval of this request

Alternatives:

Not approve the assistance and require PSJA ISD to reimburse the City of Pharr in the amount of \$65,120.00

ROUTING:

Joel Robles
 Ruben Villescascas
 Karla Moya
 Patricia Rigney
 City Management Office

Created/Initiated - 07/27/2017
 Approved - 07/28/2017
 Approved - 08/02/2017
 Approved - 08/02/2017
 Final Approval - 08/03/2017

Mr. Juan Guerra
City Manager – City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

July 24, 2017

Mr. Guerra:

Thank you again for your assistance with our marching contests last year! We are asking for your help again this year. PSJA ISD is requesting assistance from the City of Pharr for the **PSJA ISD Tri-City Classic Marching Band Festival on October 7, 2017** and **UIL Area Marching Contest on October 28, 2017**. Both events will take place at PSJA ISD Stadium. We will need from the City of Pharr the following:

- Police officers and one supervisor for traffic control for each event (To be hired by the district).
- Sky watch towers for security.
- Barricades and cones for road closures.
- Trolleys to be used to transport spectators (October 29th only).
- Witten Park baseball fields for band warmup areas, and
- Pharr Aquatic Center for parking.

In addition, we are asking permission to close the following streets from 6 a.m. to 12 midnight on Saturday, October 7, 2017 and Saturday, October 28, 2017:

- Fir St. - from Kelly St. to Sam Houston Blvd.
- Gumwood St. - from Highway 83 to Sam Houston Blvd.
- Ironwood St. - from Kelly St. to Sam Houston Blvd.
- Jones St. - from Ironwood St. to Gumwood St.
- Hibiscus St. - Kelly St. to Jones St.

We will schedule the meetings with the Pharr Police Department and the City of Pharr Traffic Safety Department to plan a safe and viable traffic and security plan.

If you have any questions or need additional information, please call Jon Taylor, Director of Fine Arts, PSJA ISD, at 956-354-2000.

Sincerely,


Rene Campos

Assistance Supt. for Support Services

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-3001 F: (956) 354-3001 www.psjaisd.us

It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: July 31,
2017

MEETING DATE: August 7, 2017

FROM: Vanessa Guzman, Administrative
Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on INDEX Reynosa 2017 Charity Golf Tournament Sponsorship for \$5,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On July 25, 2017, the Bridge Board approved the INDEX Reynosa 2017 Charity Golf Tournament Sponsorship for \$5,000.

Financial Consideration: \$5,000.

Staff Recommendation:

Authorization to sponsor the INDEX Reynosa 2017 Charity Golf Tournament. The Pharr International Bridge has been a sponsor of this tournament for the past 5 years.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 07/31/2017

Luis Bazan

Approved - 07/31/2017

Karla Moya

Approved - 08/02/2017

Patricia Rigney

Approved - 08/02/2017

City Management Office

Final Approval - 08/02/2017



FUNDACION
De Reynosa Asociación
de Maquiladoras y Manufactureras

presented
by:



CACHEAUX CAVAZOS & NEWTON
ATTORNEYS | ABOGADOS



Sponsorship opportunities

	Corporate Presenting Sponsorship As the Presenting Sponsor your firm is assured high visibility before, during and after the Golf Tournament ("Fundación RAMMAC Charity Golf Tourney Presented by <i>your company name.</i> ")	\$5,000	SOLD
	Corporate Diamond Sponsorship Company recognition (company logo) on all event signage and invitations.	\$4,000	
	Corporate Platinum Sponsorship Company recognition (company logo) on all event signage and invitations.	\$3,750	
	Corporate Gold Sponsorship Company recognition (company logo) on all event signage and invitations.	\$3,500	
	Corporate Silver Sponsorship Company recognition (company logo) on all event signage and invitations.	\$3,250	
	Corporate Bronze Sponsorship Company recognition (company logo) on all event signage and invitations.	\$3,000	
	Golf Cap Sponsorship Company recognition (company logo) on event golf cap (to be given to all players) and all event signage	\$3,000	
	Hospitality Tent Sponsorship Company recognition (company logo) on hospitality tent, all event signage and invitations.	\$3,000	
	After-Party & Awards Ceremony Sponsorship Hosting the Oct 1 door prizes give-away & awards presentation after party & company recognition (logo) on all event signage & invites.	\$2,000	
	Friday Evening Mixer Sponsorship Hosting the Sep 30 golfer check-in & a get-acquainted mixer & company recognition (company logo) on all event signage & invitations.	\$2,000	
	Beverage Cart Sponsorships Company recognition (company logo) on stocked beverage cart(s) and all event signage.	\$2,000	
	Golf Balls Sponsorships Company recognition (company logo) on golf balls (to be given to all players) and all signage	\$1,500	
	Golf Carts Sponsorship Company recognition (company logo) on all player golf carts and all event signage.	\$1,500	
	Breakfast Sponsorship Breakfast sponsorship & sponsorship recognition (company logo) on signage in the Palm View snack bar/clubhouse & invitations.	\$1,250	
	Golf-hole Sponsorships Golf-hole sponsorship and sponsorship recognition (company logo) on event signage	\$1,000	
	Automobile Dealer Sponsorship Multi-vehicle placement @ event & sponsorship recognition (company logo) on event signage.	\$1,000	

Company Name

Email

Phone

Contact person

Interest selection:

Sponsor Signature

Make check(s) (No abbrev. Write what fits in the space) payable to:
Fundación de Reynosa Asociación de Maquiladoras y Manufactureras A.C.
P.O. Box 8730 Hidalgo, Texas 78557



2017 Charity Golf Tournament
September 30th, Palm View Golf Course
mmyers@indexreynosa.org.mx



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: July 31,
2017

MEETING DATE: August 7, 2017

FROM: Vanessa Guzman, Administrative
Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on South Texas Manufacturers Association 25th Celebration Sponsorship for \$2,500.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On July 25, 2017, the Bridge Board approved the South Texas Manufacturers Association 25th Celebration Sponsorship for \$2,500.

Financial Consideration: \$2,500

Staff Recommendation: Authorization to sponsor the South Texas Manufacturers Association 25th Celebration. The Pharr International Bridge has been a member of the South Texas Manufacturers Association (STMA) since 2013.

Alternatives:

ROUTING:

Vanessa Guzman

Luis Bazan

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 07/31/2017

Approved - 07/31/2017

Approved - 08/02/2017

Approved - 08/02/2017

Final Approval - 08/03/2017



SAVE THE DATE

25th Anniversary Dinner

remembering the past
celebrating the present
building the future

THURSDAY • OCTOBER 19TH • 6PM
VALENCIA EVENT CENTER
MCALLEN, TEXAS



South Texas Manufacturers Association
25th Celebration

SPONSORSHIP INFORMATION

– TITLE SPONSOR \$5,000 –

- (5) \$1,000 tuition/books scholarships for 5 students in manufacturing
- 1 table (10 tickets)
- Logo on check for Scholarship Check Presentation to Recipients
- Logo on invitation
- Program Ad Size - Full Page
- Online Promotion on STMA Website and Social Media
- Recognition in Pre and Post Event Press Releases
- Corporate Promo Item in Event Swag Bag (Sponsor Must Provide 500 Items)
- Branded Entrance Signage
- Recognition During Event
- Newsletter

– PLATINUM SPONSOR \$2,500 –

1 Table (10 tickets)
Program Ad Size - 1/2 Page
Online Promotion on STMA Website and Social Media
Recognition in Pre and Post Event Press Releases
Corporate Promo Item in Event Swag Bag (Sponsor Must Provide 500 Items)
Branded Entrance Signage
Recognition During Event
Newsletter

– GOLD SPONSOR \$1,000 –

- 4 tickets
- Program Ad Size - 1/4 Page
- Online Promotion on STMA Website and Social Media
- Recognition in Pre and Post Event Press Releases
- Recognition During Event
- Newsletter

– COCKTAIL SPONSOR \$1,500 –

- Company Branded Cocktail Room (Must Provide Signage)
- Company Logo on Drink Tickets (Max 2 Per Person)
- Program Ad Size - 1/4 Page
- Online Promotion on STMA Website and Social Media
- Recognition in Pre and Post Event Press Releases
- Recognition During Event

– TABLE SPONSOR \$500 –

- Company Logo on Purchased Table
- 1 Table (10 Tickets)



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: July 31, 2017

MEETING DATE: August 7, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on United Fresh Produce Association Membership for \$1,750.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On July 25, 2017, the Bridge Board approved the United Fresh Produce Association Membership for \$1,750.

Financial Consideration: \$1,750

Staff Recommendation: Authorization to become a member of the United Fresh Produce Association. This will allow the Pharr International Bridge to hold a seat at the Chairman's Roundtable.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 07/31/2017

Luis Bazan

Approved - 07/31/2017

Karla Moya

Approved - 08/02/2017

Patricia Rigney

Approved - 08/02/2017

City Management Office

Final Approval - 08/02/2017

From: Tony Martinez [<mailto:tonymartinez43@gmail.com>]

Sent: Thursday, July 06, 2017 3:13 PM

To: Luis Bazan <luis.bazan@pharr-tx.gov>

Subject: Re: Membership with United Fresh!

Hey Luis,

Thanks for the reply, here are the final numbers from Rebecca & my personal recommendations.

Membership Fee (would carry us thru Dec 2018) - \$250 Government

Chairmans Roundtable - \$1,500 (**recommendation**)

-Bridge would be featured at ALL United Fresh Conferences, print material & showguides at all Expo's. In addition to being front lines of all major policy.

Fresh Start Foundation - Any amount of our choice - Recommended \$200-500 p/ yr

-This foundation is tax deductible since it is focused on providing salad bars for schools & a new grant program.

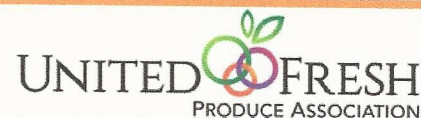
If we participate in all 3 membership categories we would be considered Platinum sponsors & would be the only Commerical POE in their membership. Considering how cost effective these fees are I would strongly urge us to go all the way with this. I think the ROI will be with the NAFTA agreement & FSMA updates and the lobbying power United Fresh can provide to us at the National Level will offset these membership fees.

Thanks,
TM.

Thanks Luis.

United Fresh Produce Association

2017 Membership Application



Company _____ Website _____
 Primary Contact _____ Title _____
 Mailing Address _____
 City _____ State _____ Postal Code _____ Country _____
 Telephone _____ Fax _____ E-mail _____
 Sponsored by (if applicable) _____

Regular Member

(Please check all produce business segments in which you have active operations)

- ☐ Grower/Shipper/Packer
☐ Wholesaler/Distributor
☐ Broker/Agent
☐ Fresh-Cut/Value-Added
☐ Exporter
☐ Importer

(Find appropriate sales level and fill in dues amount)

Annual Produce Sales

Less than \$500,000	\$1,015
\$500,000 to less than \$2.5 million	\$1,280
\$2.5 million to less than \$5 million	\$1,710
\$5 million to less than \$10 million	\$2,075
\$10 million to less than \$25 million	\$2,480
\$25 million to less than \$50 million	\$4,265
\$50 million to less than \$100 million	\$5,255
\$100 million to less than \$200 million	\$9,880
\$200 million to less than \$300 million	\$14,320
\$300 million to less than \$500 million	\$22,560
\$500 million to less than \$1 billion	\$25,750
\$1 billion and over	\$29,770

\$ _____

Customer Member

- ☐ Foodservice Operator
☐ Retail Operator

(Find appropriate # of stores and fill in dues amount)

1 - 99 stores/units	\$925
100 - 400 stores/units	\$1,385
Over 400 stores/units	\$1,850

\$ _____

Associate Member

(Please check all business segments in which you have active operations)

- ☐ Processing Equipment Provider
☐ Packaging Equipment
☐ Packaging Materials
☐ Agricultural Inputs
☐ Transportation Provider
☐ Service Provider/Consultant
☐ Technical Consultant

(Find appropriate sales level and fill in dues amount)

Annual Sales to Produce Companies

Less than \$500,000	\$1,185
\$500,000 to less than \$1 million	\$1,610
\$1 million to less than \$3 million	\$2,975
\$3 million to less than \$5 million	\$4,020
\$5 million and over	\$5,145

\$ _____

Allied Organization Member

- ☐ Industry Association
☐ Commodity Board

(Find appropriate budget level and fill in dues amount)

Annual Budget

Less than \$100,000	\$690
\$100,000 to less than \$500,000	\$1,175
\$500,000 to less than \$1 million	\$1,790
\$1 million to less than \$3 million	\$2,675
\$3 million to less than \$5 million	\$4,940
\$5 million and over	\$8,360

\$ _____

- ☐ University (individual member)
☐ Government (individual member)

..... \$250 \$ _____

Chairman's Roundtable - Please also consider joining United Fresh's Chairman's Roundtable to provide \$1,500 in extra support for programs in government relations, food safety, nutrition policy and other areas to help grow the produce industry. Chairman's Roundtable members enjoy special recognition throughout the year at United Fresh events, in publications and at www.unitedfresh.org.

\$ 1,500
(optional)

Method of Payment (circle one): Visa MasterCard American Express Check (payable to United Fresh)

Name on Card _____

Card # _____ Exp. Date _____ CVV# _____

Authorized Signature _____ Date _____

Grand Total USD

\$ _____

Please mail completed application and check (if applicable) to: United Fresh Produce Association, P.O. Box 409263, Atlanta, GA 30384 USA

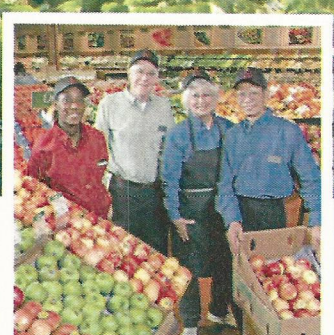
Eighty percent of dues payment is deductible as an ordinary business expense. Restrictions on deductibility are imposed as a result of association lobbying activities. We estimate that the non-deductible portion of your 2017 dues - the portion that is allocable to lobbying - is 20%. Payments are not tax deductible as charitable contributions. Dues are payable annually.

Phone: (202) 303-3400

Fax: (202) 303-3433

Email: info@unitedfresh.org

UNITING OUR INDUSTRY FOR SUCCESS

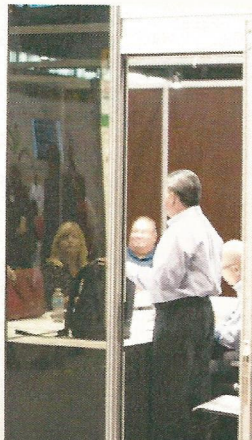


The fresh produce industry thrives on relationships. Companies across every segment of the produce supply chain turn to **United Fresh** to build the relationships that help grow their businesses and strengthen the broader industry.

GROWING YOUR BUSINESS & OUR INDUSTRY

Growing your business with United Fresh is one of the most valuable decisions you can make for the future success of your business and our industry. Just as fresh fruits and vegetables need basic elements – sun, water, soil – to flourish, so does your business. United Fresh maintains the ideal climate for cultivating your growing network of people and resources. As a member of United Fresh, you will reap the benefits of year-round access to the resources that keep our industry moving forward.

United Fresh serves as a conduit in the industry bringing businesses across the full produce supply chain together to build strategic partnerships and create long-term initiatives to solve unique business challenges. As a member, you have untethered access, day-in and day-out, to engage partners and peers as your business grows.

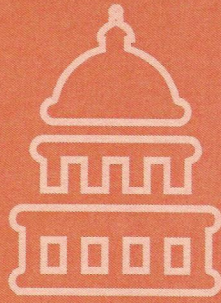




YOUR VOICE ON CAPITOL HILL

United Fresh is the only full spectrum produce association based in Washington, D.C., delivering unmatched value in shaping legislative, regulatory, political and legal solutions to challenges threatening our industry's growth and profitability. United Fresh staff are on the job every day meeting with legislators, regulators and their staff to advance industry issues. Whether working to shape nutrition policy or leading the fight for immigration reform, United Fresh speaks for the produce industry.



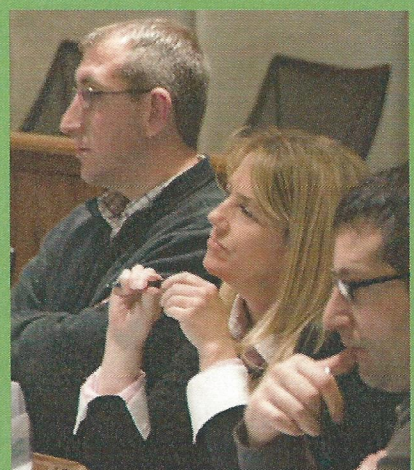
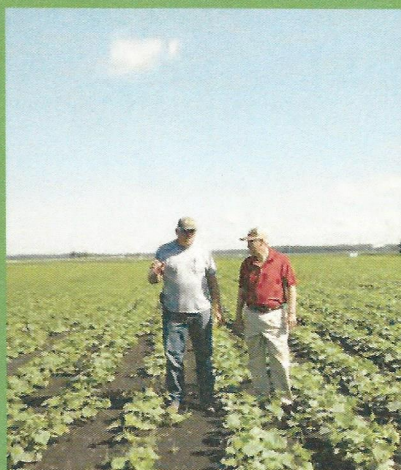


RESOURCES & EXPERTISE TO HELP YOU MANAGE COMPLEX ISSUES

There is no more important issues for the produce industry today than the safety of our food. United Fresh is your partner in helping ensure you have the resources to grow and market the safest possible fresh fruits and vegetables. No matter what stage of the produce supply chain, United Fresh is here to help members with their food safety needs through consultation, education and evolving resources.

We understand how important it is to have industry research and data at your fingertips in order to make the most informed year-over-year business decisions. As a member, you will have access to the research you need to support your marketing and sales activities along with in depth compensation reports and benchmarking tools provide research you can use to analyze your own operational strengths and set company goals.

United Fresh staff provide unparalleled expertise in food safety, supply chain logistics, marketing, communications, nutrition, and more. As a member of United Fresh, you'll have an army of experts at your disposal to keep your company thriving! For interactive learning opportunities, you and your staff will want to take advantage of our Produce Inspection Training Program in partnership with USDA, as well as Recall Ready workshops and programs.



ADVANCE YOUR CAREER

United Fresh identifies and elevates the leaders of our industry. For more than 20 years, the Association has nurtured leaders through the Produce Industry Leadership Program, an opportunity exclusive to United Fresh members across all segments of the supply chain, as well as a robust Leadership Alumni Organization that engages in education and networking after graduating from the program. In addition, the Rising Leaders Program at the Washington Conference educates and spotlights those individuals looking to play a more active role in the legislative process of produce industry policy. Executives looking to further enhance their careers can choose to participate in the Produce Executive Development Program at Cornell University, a program designed to help produce industry leaders sharpen their business acumen and executive leadership skills.





If developing resources that drive the industry forward while growing your network is important to you, you'll want to learn more about United Fresh's unique volunteer leadership opportunities. As a United Fresh Volunteer Leader, you and your company will have the ability to shape industry best practices, event programming and other segment specific guidance. You'll also have access to focused networking opportunities with other key industry leaders. United's four market segment boards – Grower-Shipper, Fresh-Cut Processor, Wholesaler-Distributor and Retail-Foodservice – represent the total produce supply chain from farm to fork. At the same time, our expert Advisory Councils on Finance & Administration, Food Safety & Technology, Government Relations, Produce Marketing & Merchandising and Supply Chain Logistics bring together cross-sector representatives to drive strong industry leadership.



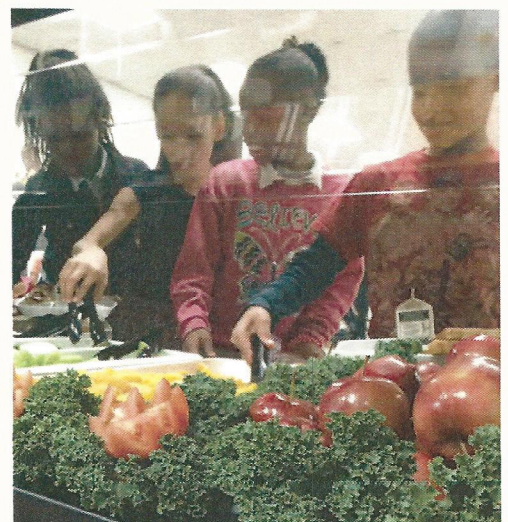
GROW CONSUMPTION TO GROW THE INDUSTRY



UNITED FRESH START FOUNDATION

The United Fresh Start Foundation is focused exclusively on increasing children's access to fresh fruits and vegetables, inspiring the next generation to "choose fresh," whenever and wherever consuming their next snack or meal.

The Foundation's successful partnership with the Let's Move Salad Bars to Schools initiative and work to connect United Fresh members with leading school foodservice professionals is delivers tremendous benefits to schools and produce suppliers. Committed to helping children achieve the public health goal to make half their plate fruits and vegetables in order to live longer, healthier lives, the Foundation will also work across multiple channels, during and after the school day, to create an environment in which children have easy access to high-quality, great-tasting and affordable produce choices. Together, we're launching children on a lifetime of healthy choices, and teaching them the joys and benefits of "Growing Up Fresh!"





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: August 1,
2017

MEETING DATE: August 7, 2017

FROM: Elva Edmundson, Administrative
Assistant

DEPARTMENT: Parks/PAL

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for request for proposals for golf cart lease agreement for Tierra del Sol Golf Course.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr Golf Course Department's lease with the Yamaha Company will expire on November 2017; thus the need to request for proposals for golf carts at our facility.

Financial Consideration:

Staff Recommendation: City Commission approve this item.

Alternatives:

ROUTING:

Elva Edmundson
Sergio Alanis
City Management Office

Created/Initiated - 08/01/2017
Approved - 08/03/2017
Final Approval - 08/03/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: July 27, 2017

MEETING DATE: August 7, 2017

FROM: Javier Gonzalez, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, authorizing the Pharr Police Department to enter into FY 18-19 LRGVDC PSAP Interlocal Agreement with the Lower Rio Grande Valley Development Council.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: These agreements are renewed every (2) years and allows for the City of Pharr to continue utilizing Emergency 9-1-1 Public Safety Point of Services provided thru the LRGVDC and funded thru the Commission on State Emergency Communications grant funds.

Financial Consideration:

Staff Recommendation: Based on the foregoing discussion, I hereby recommend that the city commission authorize Mayor Ambrosio "Amos" Hernandez to sign and enter this agreement.

Alternatives: Not to approve the interlocal agreement.

ROUTING:

Javier Gonzalez

Ruben Villegas

Patricia Rigney

City Management Office

Created/Initiated - 07/27/2017

Approved - 07/28/2017

Approved - 07/28/2017

Final Approval - 08/03/2017

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **City of Pharr - Police Department** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Pharr Police Department** PSAP(s) located at **1900 S Cage Blvd Pharr, TX 78577**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the **City of Pharr**; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements (**please refer to Attachment G: Site Requirements**).

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **City of Pharr** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 PSAP's are required to attend all trainings scheduled by the RPC regardless if you are a new or existing telecommunicator. Furthermore, the Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596**

The Local Government's address is:

**Pharr Police Department
1900 S Cage Blvd
Pharr, TX 78577**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of **September 1, 2017** and shall terminate on **August 31, 2019**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting

party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council

City of Pharr

By: _____

By: _____

Printed Name: Ron Garza

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

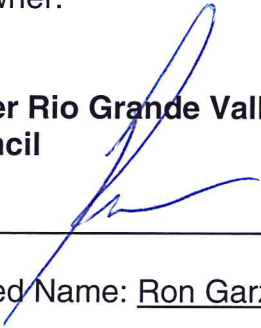
Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Pharr Police Department, in Hidalgo County, to be the property of Lower Rio Grande Valley Development Council, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council

By:  _____

Printed Name: Ron Garza

Title: Executive Director

Date: _____

City of Pharr

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between Lower Rio Grande Valley Development Council (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. P r i n t e r s
- iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C

Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance [at 9-1-1 @wscicom.com](mailto:9-1-1@wscicom.com).

Attachment C

Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C

Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C

Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. CSEC Rules: <http://www.csec.texas.gov>
3. CSEC Program Policy Statements:
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

Attachment F

Acronyms

LRGVDC -	Lower Rio Grande Valley Development Council
CSEC -	Commission on State Emergency Communications
APCO -	Association of Public-Safety Communications Officials
NENA -	National Emergency Number Association
RPC -	Regional Planning Commissions
PPS -	Program Policy Statements
UGMS -	Uniform Grant Management Systems
TCLEOSE —	Texas Commission on Law Enforcement Officers Standards & Education
PSAP -	Public Safety Answering Point
ADA -	Americans with Disabilities Act of 1990
TDD -	Telecommunications Device for the Deaf
TTY -	Teletypewriter
UPS -	Uninterruptible Power Supply
CPE -	Customer Premise Equipment
ANI -	Automatic Number Identification
ALI -	Automatic Location Identification
GPS -	Global Positioning System
GIS -	Geographic Information System
RTX -	Re-transmit / Re-bid
MSAG -	Master Street Address Guide
DBMS -	Database Management System
NRF -	No Record Found
TNCR -	Telephone Number Change Request
EMS -	Emergency Management System

Attachment G SITE REQUIREMENTS

1 . GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2 . PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.

2.2.4 A $\frac{3}{4}$ inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G

SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1 The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G

Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

Attachment G

Site Requirements (continued)

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

- a. Dedicated grounding conductor extended from the site's earth electrode system
- b. Building structural steel, provided it is bonded to the site's earth electrode system
- c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d. Metallic conduit, raceway or panel containing service conductors
- e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

- a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
- b. The feeder breaker shall be designated "9-1-1 Panel"

Attachment G

Site Requirements (continued)

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

- a. Operator positions (both telephone sets and displays)
- b. ANI and ALI controllers
- c. ALI link modems and Network interfaces
- d. Telephone common equipment
- e. TDD/TTY devices
- f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

Attachment G

Site Requirements (continued)

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

- a. From the 9-1-1 equipment location to the room in which the attendants are located.
- b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

Attachment I
PSAP Insurance (provided by local government)



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: July 28, 2017

MEETING DATE: August 7, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action for approving the 2017 PSJA ISD / Pharr Police K9 Policing Agreement for K9 services at PSJA ISD High Schools and Middle Schools.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This department is seeking to enter into an agreement with PSJA ISD for K9 Services at the High Schools and Middle Schools within the district. The agreement is necessary to identify areas of responsibility between both agencies.

Financial Consideration: PSJA ISD will reimburse the City for K9 Team's services at a rate of \$50.00 per hour worked. This agreement will cover the school year from August 28, 2017 to May 25, 2018 a total of 168 instructional (school) days. PSJA ISD has designated \$18,600.00 for this venture.

Staff Recommendation: Staff recommends approval of this agreement.

Alternatives: Not approve this agreement and staff from this department not provide K9 services to our local schools.

ROUTING:

Joel Robles

Created/Initiated - 07/28/2017

Ruben Villegas

Approved - 07/28/2017

Karla Moya

Approved - 08/02/2017

Patricia Rigney

Approved - 08/02/2017

City Management Office

Final Approval - 08/03/2017

**K9 Policing Agreement Between
Pharr-San Juan-Alamo Independent School District and City of Pharr**

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA schools and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers who are K9 handlers and certified narcotic sniffing dogs. It is hereby agreed that the City will have two (2) full time certified police K9 officers and narcotic sniffing dogs on standby for the Pharr-San Juan-Alamo Independent School District High Schools and Middle Schools.

The salary for said officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND POLICE OFFICERS

1. The City shall ensure that the police officers conduct themselves in a professional and courteous manner at all times.
2. The city shall ensure that the K9 Teams called out to District Campuses set out herein shall abide by the laws of the State of Texas.
3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature.

5. The K9 Teams when called out shall report to the campus requesting their services and report to a school administrator for assignments to be completed.
6. The K9 Teams will conduct the searches required and inform school administrator of any narcotic alerts.
7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.
8. If a criminal case is derived on a campus located in the City of San Juan or the City of Alamo, Pharr Police K9 Teams will not conduct criminal investigations in these two cities. The respective police agency will have jurisdiction.
9. If a criminal case is derived on a campus located in the City of Pharr, the Pharr Police Department will handle the criminal case.
10. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers and articles.

B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO I.S.D.

1. The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on May 25, 2018. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein:
2. Reimbursement will be paid on the monthly basis to the City, provided that, a time sheet signed by the principal, chief of police and police officer is submitted.
3. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams.
4. The district will provide space for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said room will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.
5. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers, and
6. Notwithstanding the aforementioned and in no event will the expense of cost to the District exceed \$18,600.00. Upon the District expending \$18,600.00 as dictated by this contract, the

District's Board of Trustees must be notified of such fact and they must approve monies to be paid to the City of Pharr beyond \$18, 600.00.

7. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action inconsistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the Police K9 Teams shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Police Officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matter associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee will address the issues as soon as possible. Such resolution should be approved by the District's Board of Trustees and City's Board of Commissioners.

E. TERMINATION OF CONTRACT

This contract will commence on August 28, 2017 and terminate on May 25, 2018, or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF AGREEMENT

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and maybe modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H. DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the _____ of day of _____ 2017.

Ben Garza, Jr.
President, PSJA Board of Trustees

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: August 1, 2017

MEETING DATE: August 7, 2017

FROM: Javier Gonzalez, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, on resolution authorizing a Policing Agreement between the P-SJ-A Independent School District and the City of Pharr to continue the "School Resource Officer Program" for 2017-2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

This resolution is requested to obtain authorization from the City Council so that the Mayor may sign an agreement with the PSJA School District. This agreement will allow us to continue to participate in the "Pharr Police/PSJA ISD School Resource Officer Program", during the 2017-2018 school year. The Pharr Police/PSJA ISD School Resource Officer Program is a very successful program that has been in existence for the past (20) years. Originally the program was requested by the City of Pharr Police Department after experiencing a high volume of calls for service to the schools depleting the officers available to answer calls elsewhere in the city. We introduced the program requesting the school district to pay salaries for officers to be assigned to the schools thus alleviating our depleted manpower.

The program requires an agreement between the City of Pharr and the PSJA school district that places (1) Pharr Police officers at PSJA North High School, (1) at Buell Central High School, (1) Southwest High School located within the City of Pharr. PSJA

ISD school board has already approved the attached agreement. The school district proposes, like last year, to reimburse the City of Pharr \$246.49 per day per officer for each day the officers work at one of the program schools. Our officers work as school resource officers for 176 school days for 8.25 hours per day, under this agreement. The total amount reimbursed by the school district per officer will be a rate of not less than \$43,382.24 per school year. The remainder of the year, School Resource Officers will be assigned to regular patrol duties and be compensated by the City of Pharr.

Only City of Pharr Police Officers will be assigned to work schools located within the City of Pharr. The officer's duties are basically the same as any Pharr police officer but assigned to a particular school. They are referred as "school resource officers". This program allows the Pharr Police Department to reduce our calls for service, our response time to the schools, educational programs presented to students and engage in problem solving with school educators to address law enforcement concerns within the school. The SRO program is a joint operation by the Alamo Police Department, San Juan Police Department and Pharr Police Department working with the P.S.J.A. school district to create safer learning environments for our young citizens. If authorized, the Pharr Police Department through the Office of Chief of Police will administer the "School Resource Officer Program".

The program director (Chief Ruben Villegas) will implement the program and be responsible for its operation. The program will be utilized during school hours Monday thru Friday. The school resource officers will be required to assist school administrators in areas of conflict resolution training, criminal enforcement, prevent crime, and provide counseling services when appropriate among other duties. If authorized, the program will be scheduled to be in effect upon the beginning of the school year. This agreement requires a resolution to authorize the City Mayor Ambrosio Hernandez, to sign our agreement and enter into a contact with the PSJA school district.

Financial Consideration:

PSJA ISD will reimburse the City of Pharr \$43,382.24 per officer for the school year.

Staff Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission pass this resolution.

Alternatives: Other option is to cease policing agreement.

ROUTING:

Javier Gonzalez	Created/Initiated - 08/01/2017
Ruben Villescas	Approved - 08/01/2017
Karla Moya	Approved - 08/02/2017
Patricia Rigney	Approved - 08/02/2017
City Management Office	Final Approval - 08/02/2017

State of Texas

Resolution No. _____

County of Hidalgo

City of Pharr

Whereas, the City of Pharr authorizes Mayor Ambrosio Hernandez to sign an agreement with the PSJA school district, "School Resource Officer Program". Said agreement will be for the participation of the Pharr Police Department in the aforementioned program;

Whereas, The City of Pharr acting through the Office of Chief of Police, School Resource Officer program will work with the P.S.J.A. school district to provide school resource officers at the high schools and middle schools located in the City of Pharr;

Whereas, the City of Pharr authorizes its Finance Director to request reimbursements for salaries and fringe benefit costs accumulated by said school resource officers as per this agreement pursuant the School resource Officer Program;

Now, therefore, be it resolved by the board of commissioners of the City of Pharr, Texas:

That the Mayor of the City of Pharr, Texas, is hereby authorized to execute an agreement to provide for the implementation of said program.

The city finance director or the city police chief is hereby authorized to execute requests for reimbursement of salaries and fringe benefits incurred by the said Pharr Police Department school resource officers as per this contract.

Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the
7th day of _August_, 2017, ad.

City of Pharr

Ambrosio "Amos" Hernandez, Mayor

Attest:

Hilda Pedraza, City Clerk

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 7th day of August , 2017, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __7th__ day of __August__, 2017, ad.

City of Pharr

Hilda Pedraza, City Clerk

Policing Agreement Between Pharr-San Juan-Alamo Independent School District and City of Pharr

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA school and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers, it is hereby agreed that the City will station one (1) full time certified police officer at the Pharr-San Juan-Alamo North High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Southwest High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Buell Central High School Campus.

The salary for said police officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS

1. The City shall ensure that the police officers' conduct in a professional and courteous manner at all times;
2. The City shall ensure that the police officers assigned to District campuses set herein shall abide by the laws of the State of Texas and the ordinance of the City of Pharr, Texas;
3. The officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. In consultation with the principal or designee, the officers shall act and conduct activities pursuant to the four major responsibilities of School Resource Officers (SRO's):

Deterrence: Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

Instruction: The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. The list is not intended to be all inclusive list of subjects covered by the SRO.

- a. Justification of rules of the law
- b. Consequences of Crime
- c. Juvenile and Adult criminal justice systems
- d. Career opportunities in law enforcement
- e. Substance abuse prevention
- f. Violence and crime prevention

Advice/Mentoring: The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

Law Enforcement: The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

5. The City will ensure that a uniformed police officer will be on each campus (1) at PSJA North H.S., (1) at the PSJA Southwest H.S., (1) at the PSJA Buell Central High School,
6. The Police Department agrees and understands the police officers will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.
7. The police officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein in "Resolution of Disputes".
8. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted; and
9. The police officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.
10. The Police Department agrees to accept the goals, objectives, role, and responsibilities of police officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department.

11. The Police Department agrees to select the participating police officers in accordance to the SRO qualifications specified by the School District.

B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO ISD:

1. The District will reimburse the City for the police officer's salary at a rate of but not less than \$43,382.24 for each officer per year until the end of the school year on May 25, 2018 (or until May 31, 2018, if needed.) This amount shall be earned on a per day basis, at the rate of \$ 246.49 per day, not to exceed 176 instructional (school) days (for the total of \$130,146.72). The normal work day will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campuses set out herein;
2. Reimbursement will be paid on the monthly basis to the City, provided that, a timesheet signed by the principal, chief of police and officer is submitted;
3. The District will provide each City police officer with an office space where each is to be stationed.
4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City police officers;
5. The District agrees and understands that the police officers will at all times be under the direction and control of the Police Department.
6. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted.
7. The District agrees to set the scope and duty of the police officers within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.
8. In consultation with the Police Department, the District agrees to assign selected police officers to schools according to the police officer's strength and school needs.
9. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action in- consistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the police officers shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the police officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolution should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

E. TERMINATION OF CONTRACT

This contract will commence on August 28, 2017 and terminate on May 25, 2018 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF CONTRACT

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H. DEFAULT

If either party should default (the "Defaulting Party") with respect to and of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party

(the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damage and/or specific performance for such default. A subsequent determination by the court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

SIGNED on this the: _____ day of _____, 2017

Ben Garza, Jr.
President, PSJA Board of Trustees

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.L.

DATE SUBMITTED: August 1,
2017

MEETING DATE: August 7, 2017

FROM: Javier Gonzalez, Assistant Police
Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, on resolution authorizing a Policing Agreement between the Valley View Independent School District and the City of Pharr to continue the "School Resource Officer Program" for School Year 2017-2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This resolution is requested to obtain authorization from the City Council so that the City Manager may sign an agreement with the Valley View School District. This agreement will allow us to continue to participate in the "Pharr Police/Valley View ISD School Resource Officer Program", during the 2017-2018 school year. The Pharr Police/Valley View ISD School Resource Officer Program is a very successful program that has been in existence for the past (10) years. Originally the program was requested by the school district as they also have a similar program with the Hidalgo Police Department for schools located in their jurisdiction.

The program requires an agreement between the City of Pharr and the Valley View school district that places a Pharr Police officer at Valley View Middle School located within the City of Pharr. The school district reimburses the City of Pharr \$246.49 per day per officer for each day the officers work at one of the program schools. Our officers work as school resource officers for 176 school days for 8.25 hours per day, under this agreement. The total amount reimbursed by the school district per officer will be a rate of not less than \$43,382.24 per school year. The remainder of the year, the

School Resource Officer will be assigned to regular patrol duties and be compensated by the City of Pharr.

Only City of Pharr Police Officers will be assigned to work schools located within the City of Pharr. The officer's duties are basically the same as any Pharr police officer but assigned to a particular school. They are referred as "school resource officers". This program allows the Pharr Police Department to reduce our calls for service, our response time to the schools, educational programs presented to students and engage in problem solving with school educators to address law enforcement concerns within the school. The SRO program is a joint operation by the Pharr Police Department working with the Valley View school district to create safer learning environments for our young citizens. If authorized, the Pharr Police Department through the Office of Chief of Police will administer the "School Resource Officer Program".

The program director (Chief Ruben Villescas) will implement the program and be responsible for its operation. The program will be utilized during school hours Monday thru Friday. The school resource officers will be required to assist school administrators in areas of conflict resolution training, criminal enforcement, prevent crime, and provide counseling services when appropriate among other duties. If authorized, the program will be scheduled to be in effect upon the beginning of the school year. This agreement requires a resolution to authorize the City Mayor, Ambrosio Hernandez, to sign our agreement and enter into a contact with the Valley View school district.

Financial Consideration:

Valley View ISD will reimburse the City of Pharr \$43,382.24 for the SRO assigned to the school. The rate of reimbursement is for a 1st year officer.

Staff Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission pass this resolution.

Alternatives:

Not approve the policing agreement with Valley View ISD

ROUTING:

Javier Gonzalez

Created/Initiated - 08/01/2017

Ruben Villescas

Approved - 08/01/2017

Karla Moya

Approved - 08/02/2017

Patricia Rigney

Approved - 08/02/2017

City Management Office

Final Approval - 08/03/2017

State of Texas

Resolution No. _____

County of Hidalgo

City of Pharr

Whereas, the City of Pharr authorizes Mayor Ambrosio Hernandez to sign an agreement with the Valley View school district, "School Resource Officer Program". Said agreement will be for the participation of the Pharr Police Department in the aforementioned program;

Whereas, The City of Pharr acting through the Office of Chief of Police, School Resource Officer program will work with the Valley View school district to provide school resource officers at the high schools and middle schools located in the City of Pharr;

Whereas, the City of Pharr authorizes its Finance Director to request reimbursements for salaries and fringe benefit costs accumulated by said school resource officers as per this agreement pursuant the School resource Officer Program;

Now, therefore, be it resolved by the board of commissioners of the City of Pharr, Texas:

That the Mayor of the City of Pharr, Texas, is hereby authorized to execute an agreement to provide for the implementation of said program.

The city finance director or the city police chief is hereby authorized to execute requests for reimbursement of salaries and fringe benefits incurred by the said Pharr Police Department school resource officers as per this contract.

Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the 7th day of August , 2017, AD.

City of Pharr

Ambrosio "Amos" Hernandez, Mayor

Attest:

Hilda Pedraza, City Clerk

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 7th day of August , 2017, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __7th__ day of __August__, 2017, ad.

City of Pharr

Hilda Pedraza, City Clerk

Policing Agreement Between Valley View Independent School District and City Of Pharr

WHEREAS, the Valley View Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Valley View Independent School District and the City of Pharr have worked in the past in providing a suitable environment in Valley View schools and other venues;

WHEREAS, the Valley View Independent School District and the City of Pharr have common interests in providing for a positive way of life without interference from third parties;

WHEREAS, the Valley View Independent School District and the City of Pharr, desire that the City of Pharr provide policing in Valley View School and other venues;

This agreement is entered into by the City of Pharr, Texas (City), and the Valley View (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the school district to employee or commission certified peace officers, it is hereby agreed that the City will station (1) full time certified police officer at the Valley View Jr. High School Campus.

The salary for said officer is to be reimbursed to Pharr by the district as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS

1. The city shall ensure that the police officers conduct themselves in a professional manner at all times;
2. The City shall ensure that the police officers assigned to District campuses set herein shall abide by the laws of the State of Texas and the ordinance of the City of Pharr, Texas;
3. The officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. In consultation with the principal or designee, the officers shall act and conduct activities pursuant to the four major responsibilities of School Recourse Officers (SRO's)

Deterrence: Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

Instruction: The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. The list not intended to be all inclusive list of subjects covered by the SRO.

- a. Justification of rules of the law
- b. Consequences of crime
- c. Juvenile and adult criminal justice system
- d. Career opportunities in law enforcement
- e. Substance abuse prevention
- f. Violence and crime prevention

Advice/Mentoring: The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

Law Enforcement: The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

5. The City will ensure that a uniformed police officer will be at Valley View Middle School.
6. The Police Department agrees and understands the police officers will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.
7. The police officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein "Resolution of Disputes".
8. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, shift supervisor, and police officer is submitted; and
9. The police officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.

10. The Police Department agrees to accept the goals, objectives, role, and responsibilities of police officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department
11. The Police Department agrees to select the participating police officers in accordance to the SRO qualifications specified by the School District.

B. RESPONSIBILITY OF THE VALLEY VIEW ISD:

1. The District will reimburse the City for the police officers salary at a rate of but not less than \$43,382.24 for the officer until the end of the school year on May 30, 2018. This amount shall be earned on a per day basis, at the rate of \$246.49 per day, not to exceed 176 instructional (school) days (for the total of \$43,382.24). The normal work days will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campus set out herin:
2. Reimbursement will be paid on the monthly basis to the City, provided that, a timesheet signed by the principal, shift supervisor and officer is submitted.
3. The District will provide the assigned police officer with an office space.
4. The District will ensure that its employees at the campus will not interfere with the duties of said City police officer;
5. The District agrees and understands that the police officer will at all times be under the direction and control of the Police Department.
6. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a time sheet signed by the principal, shift supervisor, and officer is submitted.
7. The District agrees to set the scope and duty of the police officer within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.
8. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA, or FUTA on behalf of the City. The City will not take any action in-consistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the police officer shall be approved by the Superintendent or designee and the Police Chief or designee. Rate of Compensation for said additional services shall

be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the police officer after the normal business day.

D. RESOLUTION OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolution should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

E. TERMINATION OF CONTRACT

This contract will commence on August 28, 2017 and terminate on May 30, 2018 or the last class day of the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF CONTRACT

This document constitutes the entire agreement between the City of Pharr, Texas and Valley View Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H DEFAULT

If either party should default (the "Defaulting Party") with respect to and of its obligation here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party.

(the “Complaining Party”) to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damage and/or specific performance for such default. A subsequent determination by the court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

SIGNED on this the: _____ day of _____, 2017

Frank Jimenez
President, Valley View Board of Trustees

Ambrosio “Amos” Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.

DATE SUBMITTED: July 24, 2017

MEETING DATE: August 7, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 07/24/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.1.

DATE SUBMITTED: July 27, 2017

MEETING DATE: August 7, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

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 a tract of land containing 139.37 acres, more or less, out of Lots 225, 226, 238, 239, 240, 241, 242 and 243 and all land comprising of the Golf Course, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 700 East Hall Acres Road.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

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).

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Janie Benedict

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 07/27/2017

Approved - 08/03/2017

Approved - 08/03/2017

Final Approval - 08/03/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

August 7, 2017

Conditional Use Permit for ABC –

Tierra del Sol Golf Club
CUP#160628

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 beverages for on-premise consumption. This request constitutes the 1st 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 of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Departments requirements.

P:\Admin\CUPs\ABC\ABC_TIERRA DEL SOL GOLF CLUB_CITY OF PHARR_2016

MEMORANDUM

DATE: MONDAY, AUGUST 7, 2017

TO: PLANNING AND ZONING COMMISSION

FROM: PLANNING STAFF

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#160628 (TIERRA DEL SOL GOLF CLUB)
--

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 a tract of land containing 139.37 acres, more or less, out of Lots 225, 226, 238, 239, 240, 241, 242 and 243 and all land comprising of the Golf Course, 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 area is zoned Agricultural and/or Open Space District (A-O) to the north, Planned Unit Development District (PUD) to north, south, east and west, Mobile Home Residential District (R-TH) west, and city limits lie to the east. The area is generally designated for single-family residential, manufactured homes, parks and public/semi-public use in the Land Use Plan.

CODE COMPLIANCE: Recommends **approval** of the Conditional Use Permit.
(See attached memo)

FIRE MARSHAL:

Recommends **approval** of the Conditional Use Permit.
(See attached memo)

POLICE CHIEF:

Recommends **approval** of the Conditional Use Permit.
(See attached memo)

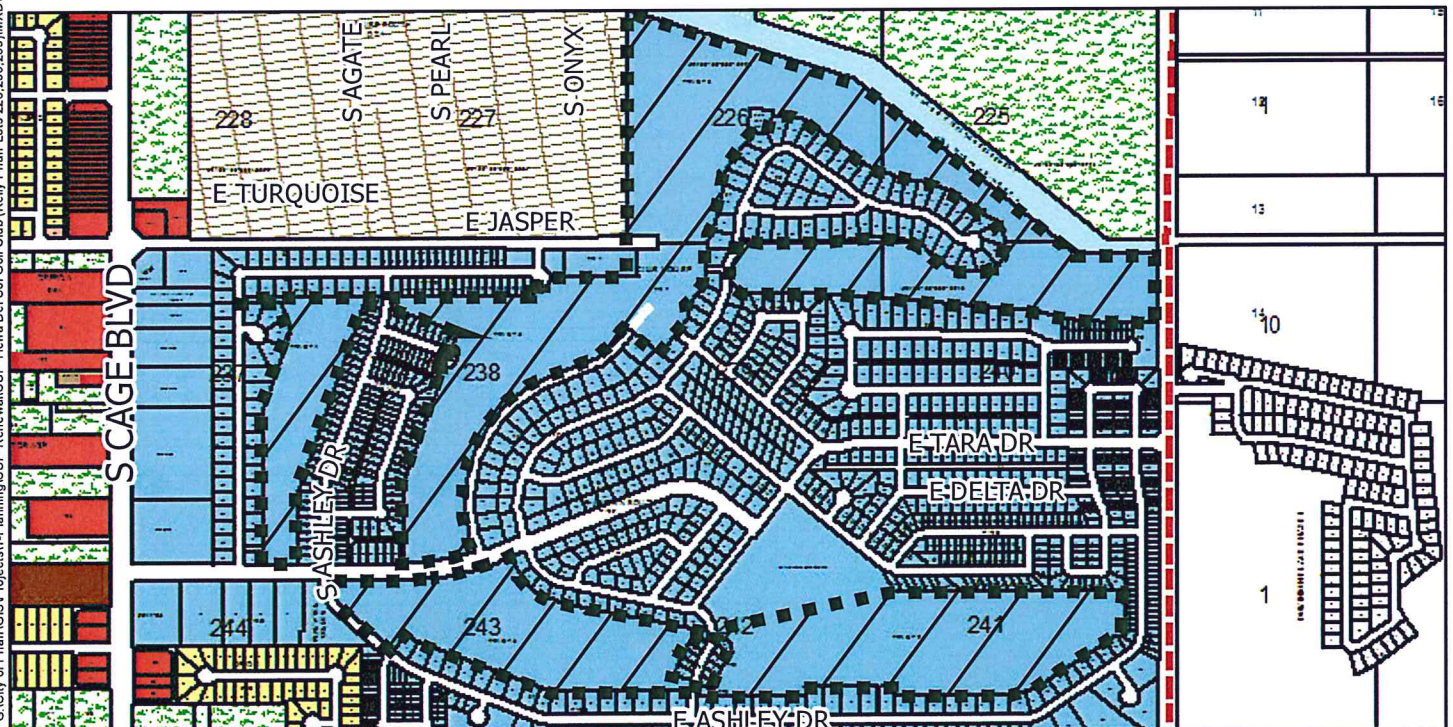
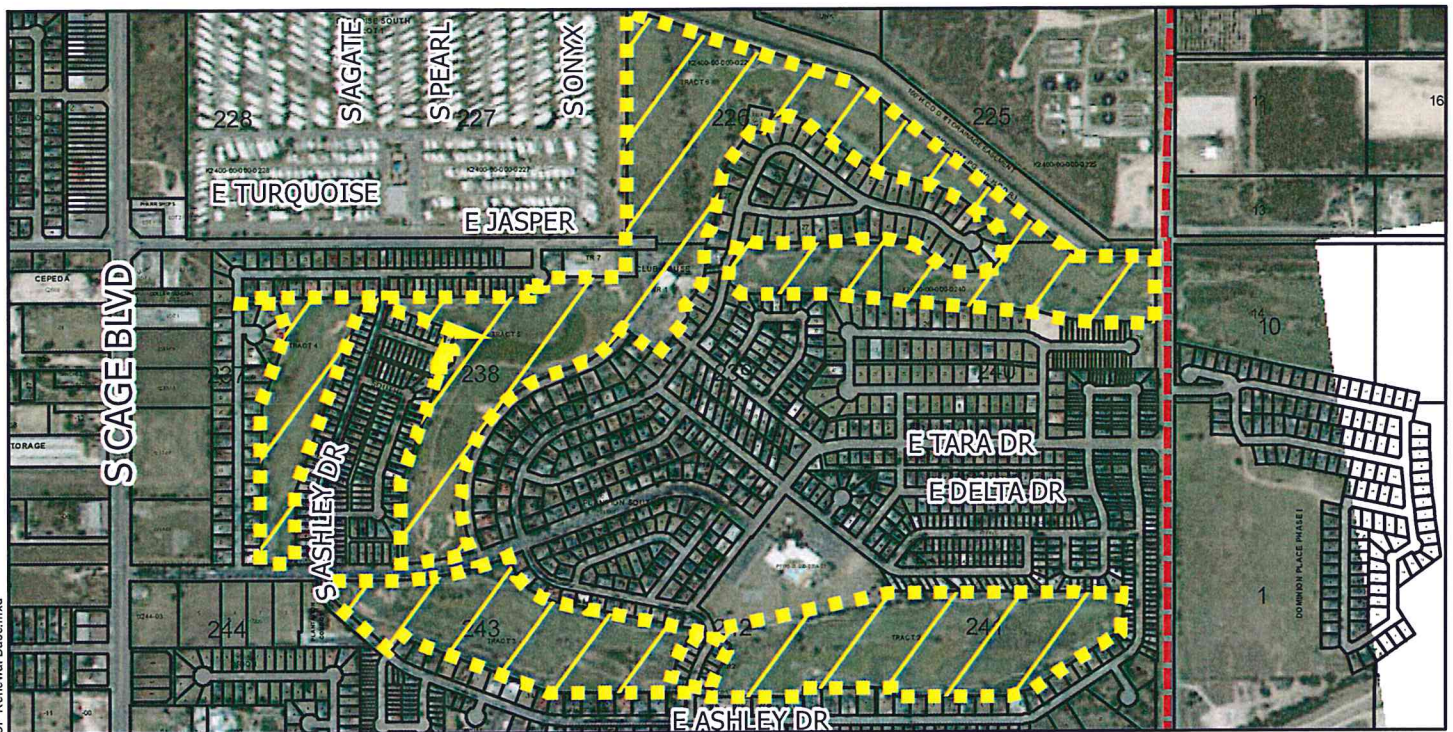
PLANNING DEPARTMENT:

Recommends **approval** of the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **approval** of the request for renewal of 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 being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
139.37 Ac of Lots 226, 238, and 239 and all
land comprising of the Golf Course
City of Pharr d/b/a Tierra del Sol Golf Club



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 1,000 feet



Date: 7/11/2017

Company Name or Business Entity: City of Pharr Tierra Del Sol Type of Business: Golf Club
Applicant: Boel Garza Phone No. (956) 402-4550
(First) (Middle) (Last)
Mailing Address: 700 E. Hall Acres Rd. Pharr Tx 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☐ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE? <u>Done by Fire Department</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒	☐	☐	
2. EXTERIOR WALLS	☒	☐	☐	
3. INTERIOR WALLS	☒	☐	☐	
4. CEILING	☒	☐	☐	
5. ROOF	☒	☐	☐	
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒	☐	☐	
7. GARBAGE CONTAINER	☒	☐	☐	
8. IS ADDRESS POSTED AND CORRECT?	☒	☐	☐	
9. IS LANDSCAPING IN COMPLIANCE?	☒	☐	☐	
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☐	☐	
3. NUMBER OF EXITS	☒	☐	☐	<u>not posted</u>
4. MEANS OF EGRESS LIGHTING	☒	☐	☐	<u>& EXITS</u>
5. EXIT SIGNS	☒	☐	☐	
6. DOOR HARDWARE	☒	☐	☐	
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒	☐	☐	
2. PATH OF EGRESS	☒	☐	☐	
3. RAMPS (HANDRAIL / GUARDS)	☒	☐	☐	
4. DOORS	☒	☐	☐	
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒	☐	☐	
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒	☐	☐	
2. SERVICE EQUIPMENT	☒	☐	☐	
3. WIRING SYSTEM	☒	☐	☐	
4. LIGHT FIXTURE	☒	☐	☐	
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒	☐	☐	
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒	☐	☐	
2. GRILLS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. EQUIPMENT	☒	☐	☐	
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒	☐	☐	
2. VENTS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. PLUMBING FIXTURES	☒	☐	☐	
5. WATER SERVICE LINE	☒	☐	☐	
6. DISTRIBUTION LINES	☒	☐	☐	
8. BACKFLOW PREVENTION	☒	☐	☐	
9. GAS SYSTEM	☒	☐	☐	
10. GREASE TRAP	☒	☐	☐	
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒	☐	☐	
2. T.P. VALVE & DRAIN	☒	☐	☐	
3. SHUT-OFF VALVE	☒	☐	☐	
4. VENT (IF APPLICABLE)	☒	☐	☐	

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

No Smoking Signs Posted, means of Egress around the boiler

Miguel Bernal 6/19/17
(INSPECTOR / OFFICER) (Date)

[Signature] 6/19/17
(RECEIVED BY) (Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4550 when Improvements have been completed.
Any permits with regard to this location will remain on hold until full compliance is met.



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

July 21, 2017

TIERRA DEL SOL GOLF COURSE
700 E HALL ACRES
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jul 21, 2017 revealed no violations.

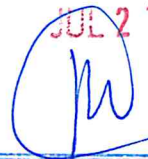
Inspection Note AT TIME OF CUP RE-INSPECTION BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

MYRA LEDEZMA

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 21 2017

By: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 06/08/2017
Re: Conditional Use Permit for ABC – File No. CUP#160628 (Tierra Del Sol Golf Club)

The City of Pharr has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Planned Unit Development District (PUD). The property is more fully described as follows:

- **Legal Description:** Being a tract of land containing 3.28 acres out of Lots 226, 238, and 239, and all land comprising of the Golf Course, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 700 E. Hall Acres Rd.
- **Contact Number:** 956-402-4550

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

A handwritten signature in blue ink, appearing to read "Joel Robles", written over a horizontal line.

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

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PHARR DEVELOPMENT
SERVICES DEPT.

JUN 22 2017

A handwritten signature in blue ink, likely from a city official, written over the date stamp.

BY



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.2.

DATE SUBMITTED: July 27, 2017

MEETING DATE: August 7, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Janie Benedict

Created/Initiated - 07/27/2017

Roland Gomez
Melanie Cano
City Management Office

Approved - 08/03/2017
Approved - 08/03/2017
Final Approval - 08/03/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

August 7, 2017

Conditional Use Permit for ABC –

Bar B Cutie Smokehouse
CUP#160633

Background:

O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Bar B Cutie Smokehouse.

The property is located at 1933 West Interstate 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Bar B Cutie Smokehouse_O & C Bar B Que, LLC_2016

MEMORANDUM

DATE: AUGUST 7, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#160633 (BAR B CUTIE SMOKEHOUSE)
--

GENERAL INFORMATION:

APPLICANT: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1933 West Interstate 2.

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

COMMENTS:	CODE ENFORCEMENT:	Recommends approval of the Conditional Use Permit. (See attached memo).
	FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo).

POLICE CHIEF:

Recommends **approval** of the Conditional Use Permit.
(See attached memo)

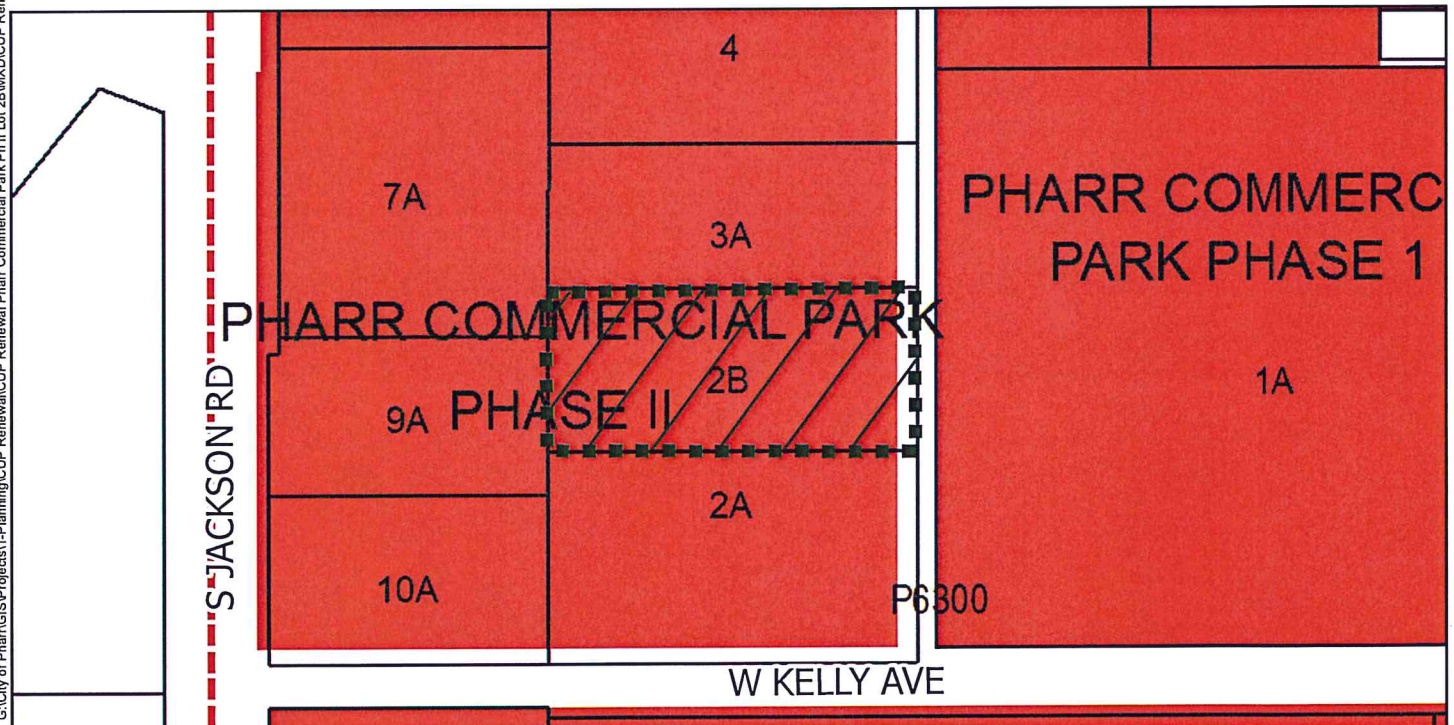
PLANNING DEPARTMENT:

Recommends **approval** of the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES**

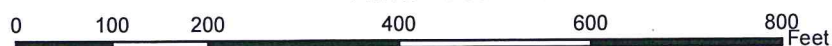
RECOMMENDATIONS:

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



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

Scale: 1 inch = 200 feet



Date: 7/11/2017

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Bar B Cutie Smokehouse Type of Business: Restaurant
Applicant: Oclando (First) Ochoa (Last) Phone No.: (956) 467-2991
Mailing Address: 1933 W. Interstate 2 (Address) Pharr (City) Tx (State) 78577 (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS	☐	PASSED	☒	FAILED	☐	RE-INSPECTION DATE:
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BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒	☐	☐	
2. EXTERIOR WALLS	☒	☐	☐	
3. INTERIOR WALLS	☒	☐	☐	
4. CEILING	☒	☐	☐	
5. ROOF	☒	☐	☐	
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒	☐	☐	
7. GARBAGE CONTAINER	☒	☐	☐	
8. IS ADDRESS POSTED AND CORRECT?	☒	☐	☐	
9. IS LANDSCAPING IN COMPLIANCE?	☒	☐	☐	
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☐	☐	
3. NUMBER OF EXITS	☒	☐	☐	
4. MEANS OF EGRESS LIGHTING	☒	☐	☐	
5. EXIT SIGNS	☒	☐	☐	
6. DOOR HARDWARE	☒	☐	☐	
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒	☐	☐	
2. PATH OF EGRESS	☒	☐	☐	
3. RAMPS (HANDRAIL / GUARDS)	☒	☐	☐	
4. DOORS	☒	☐	☐	
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒	☐	☐	
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒	☐	☐	
2. SERVICE EQUIPMENT	☒	☐	☐	
3. WIRING SYSTEM	☒	☐	☐	
4. LIGHT FIXTURE	☒	☐	☐	
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒	☐	☐	
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒	☐	☐	
2. GRILLS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. EQUIPMENT	☒	☐	☐	
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒	☐	☐	
2. VENTS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. PLUMBING FIXTURES	☒	☐	☐	
5. WATER SERVICE LINE	☒	☐	☐	
6. DISTRIBUTION LINES	☒	☐	☐	
8. BACKFLOW PREVENTION	☒	☐	☐	
9. GAS SYSTEM	☒	☐	☐	
10. GREASE TRAP	☒	☐	☐	
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒	☐	☐	
2. T.P. VALVE & DRAIN	☒	☐	☐	
3. SHUT-OFF VALVE	☒	☐	☐	
4. VENT (IF APPLICABLE)	☒	☐	☐	

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
Advice Mr. Oclando about bees west on the sign.

Miguel Bazaldúa 7/3/17 [Signature] 7/3/17
(INSPECTOR / OFFICER) (Date) (RECEIVED BY) (Date)



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

July 18, 2017

BAR-B-CUTIE SMOKE HOUSE
1933 W INTERSTATE 2
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jul 18, 2017 revealed no violations.

Inspection Note At the time of re inspection occupancy was found to be in compliance.

8842 JOSE NAVARRO
Inspector

Orlando Ochoa

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SERVICES DEPT.

JUL 20 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 07/03/2017

Re: Conditional use Permit for ABC – File No. CUP#160633 (Bar B Cutie Smokehouse)

Orlando Ochoa, James Brett McFarland, and James R. McFarland, representing Bar B Cutie Smokehouse, 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 General Business District (C). The property is more fully described as follows:

- **Legal Description:** Being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1933 W. Interstate 2
- **Contact Number:**

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 03 2017

BY: 



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.3.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.064 acres, more or less, out of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). Both the site and applicant must be in compliance with all City Ordinances and City Department requirements with the added conditions:

1. Applicant shall adhere to the City of Pharr Noise Ordinance requirements in its entirety, 3 documented violations by law enforcement in accordance with Ordinance No. O-2013-12, shall result in the applicant being brought forth to the Planning

Commission for review. Non-compliance may result in revocation of the Conditional Use Permit.

2. All restroom facilities within the establishment must comply with the requirements set forth by the Texas Accessibility Standards to meet ADA requirements.

3. As set forth by the Board of Commissioners said establishment prohibits the on-premise consumption after the hours of 1:00 a.m. any night of the week. Any violation of set condition shall be considered grounds for revocation of the Conditional Use Permit.

Alternatives: N/A

ROUTING:

Janie Benedict

Created/Initiated - 08/02/2017

Roland Gomez

Approved - 08/03/2017

Melanie Cano

Approved - 08/03/2017

City Management Office

Final Approval - 08/03/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

August 7, 2017

Conditional Use Permit for ABC –

Marta's Bar
CUP#160737

Background:

Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hour Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Marta's Bar.

The property is located at 410 West State Street, Suite D. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Marta's Bar_S Alvarez_2016

MEMORANDUM

DATE: AUGUST 7, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#160737 (MARTA'S BAR)

GENERAL INFORMATION:

APPLICANT: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being 0.064 acres, more or less, out of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 410 West State Street, Suite D.

ZONING: The property is currently zoned Business District (C-2). The zoning to the North is Single-Family Residential District (R-1), General Business District (C) to the South and West, and Business District (C-2) to the East. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
------------------	-------------------------	--

FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
----------------------	--

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.
(See attached memo)

PLANNING AND ZONING:

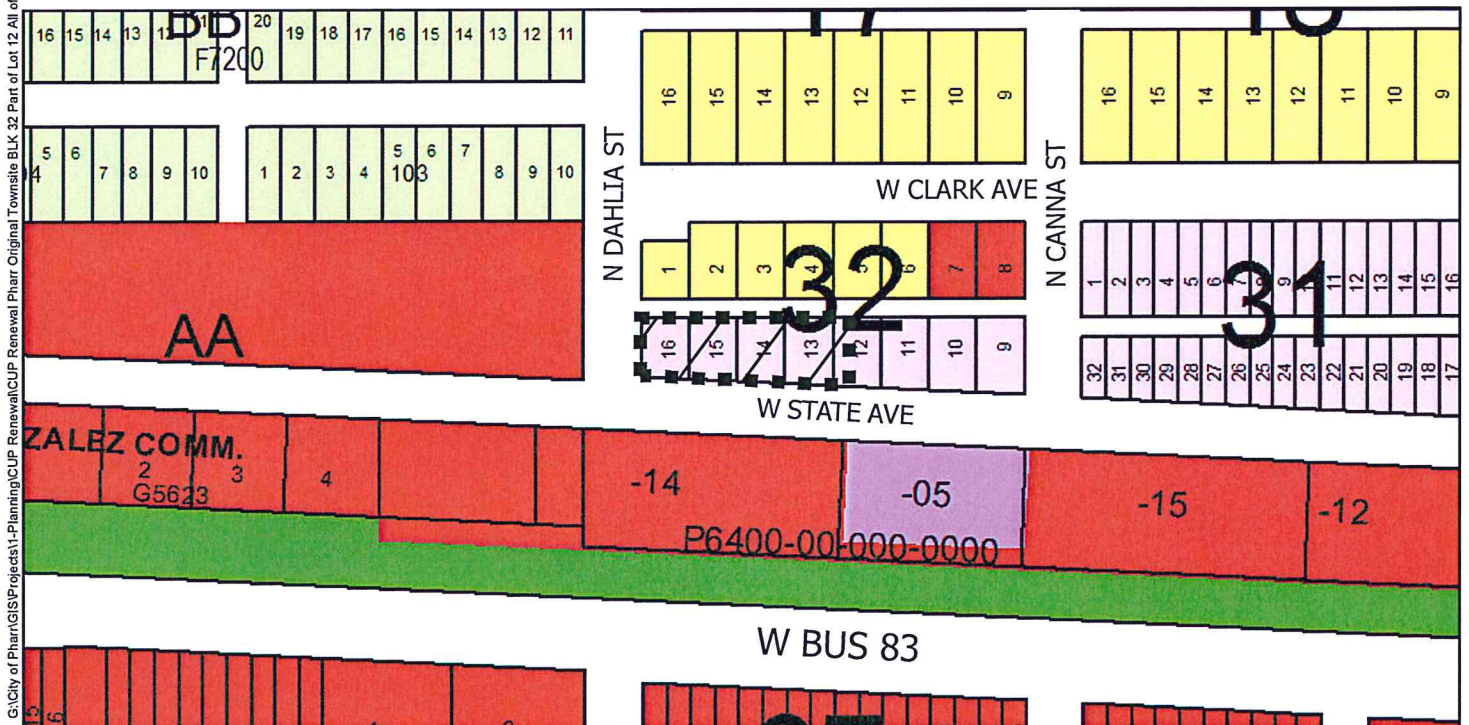
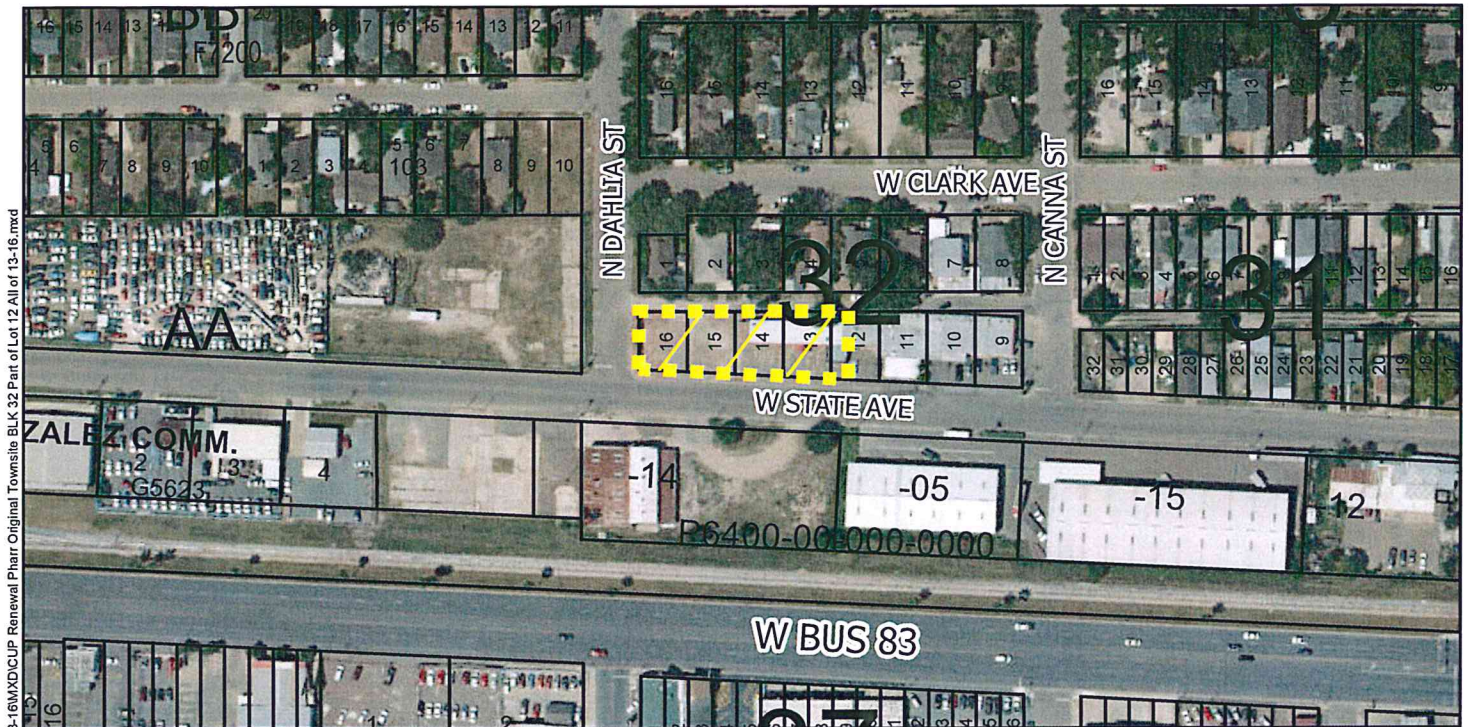
Recommends approval of the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **approval** of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). Both the site and applicant must be in compliance with all City Ordinances and City Department requirements with the added conditions being:

1. Applicant shall adhere to the City of Pharr Noise Ordinance requirements in its entirety, three (3) documented violations by law enforcement in accordance with Ordinance No. O-2013-12, shall result in the applicant being brought forth to the Planning Commission for review. Non-compliance may result in revocation of the Conditional Use Permit.
2. All restroom facilities within the establishment must comply with the requirements set forth by the Texas Accessibility Standards to meet ADA requirements.
3. As set forth by the Board of Commissioners said establishment prohibits the on-premise consumption after the hours of 1:00 a.m. any night of the week. Any violation of set condition shall be considered grounds for the revocation of the Conditional Use Permit.

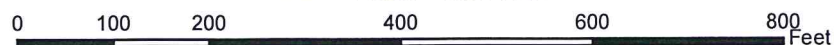
Conditional Use Permit Renewal
Pharr Original Townsite BLK 32
Part of Lot 12 All of 13-16
Marta's Bar / Senobia Alvarez



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 7/17/2017

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: MARTA'S BAR Type of Business: BAR

Applicant: SEAN A ALVAREZ Phone No.: 956 821-6525
(First) (Middle) (Last)

Mailing Address: 410 W. STATE Pttn TX 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE? <u>AS REQUIRED BY FD</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	///			
2. EXTERIOR WALLS	///			
3. INTERIOR WALLS	///			
4. CEILING	///			
5. ROOF	///			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	///			
7. GARBAGE CONTAINER	///			
8. IS ADDRESS POSTED AND CORRECT?	///			
9. IS LANDSCAPING IN COMPLIANCE?	///			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	///			
3. NUMBER OF EXITS	///			
4. MEANS OF EGRESS LIGHTING	///			
5. EXIT SIGNS	///			
6. DOOR HARDWARE	///			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	///			
2. PATH OF EGRESS	///			
3. RAMPS (HANDRAIL / GUARDS)	///			
4. DOORS	///			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	///			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	///			
2. SERVICE EQUIPMENT	///			
3. WIRING SYSTEM	///			
4. LIGHT FIXTURE	///			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	///			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	///			
2. GRILLS	///			
3. DRAINS	///			
4. EQUIPMENT	///			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	///			
2. VENTS	///			
3. DRAINS	///			
4. PLUMBING FIXTURES	///			
5. WATER SERVICE LINE	///			
6. DISTRIBUTION LINES	///			
8. BACKFLOW PREVENTION	///			
9. GAS SYSTEM	N/A			
10. GREASE TRAP	N/A			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	///			
2. T.P. VALVE & DRAIN	///			
3. SHUT-OFF VALVE	///			
4. VENT (IF APPLICABLE)	///			

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT

COMMENTS: 2017

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

AT TIME OF INSPECTION, PREMISE WAS
FOUND TO BE IN REASONABLE COMPLIANCE
WITH BUILDING CODE

MEDE 7-11-17 Santo Cisneros 7/11/17
(INSPECTOR / OFFICER) (Date) (RECEIVED BY) (Date)



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

July 18, 2017

MARTA'S BAR
410 W STATE AVE, UNIT D
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jul 18, 2017 revealed no violations.

Inspection Note At the time of inspection occupancy was found to be in compliance.

8842 JOSE NAVARRO
Inspector

Senobia Alvarez

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 20 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 07/03/2017
Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#160737 (Marta's Bar)

Senovia Alvarez [REDACTED] Marta's Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2). The property is more fully described as follows:

- **Legal Description:** Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 2311 S. Cage Blvd.
- **Contact Number:** .

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

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PHARR DEVELOPMENT
SERVICES DEPT.

JUL 03 2017

BY: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.4.

DATE SUBMITTED: July 27, 2017

MEETING DATE: August 7, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting 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 the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting 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).

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the 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) subject to the site and applicant being in compliance with all City Ordinances and City Departments requirements.

Alternatives: N/A

ROUTING:

Janie Benedict
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 07/27/2017
Approved - 08/03/2017
Approved - 08/03/2017
Final Approval - 08/03/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

August 7, 2017

Conditional Use Permit for ABC –

Doc's Billiards & Sports Bar

Background:

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Doc's Billiards & Sports Bar.

The property is located at 917 West Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC_J Hernandez dba Docs Billards & Sports Bar_2013

MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)
--

GENERAL INFORMATION:

APPLICANT: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting 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).

LEGAL DESCRIPTION: The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 917 West Ferguson Avenue.

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

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
	FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)

POLICE CHIEF:

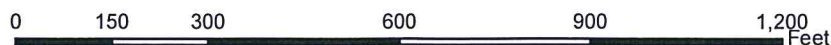
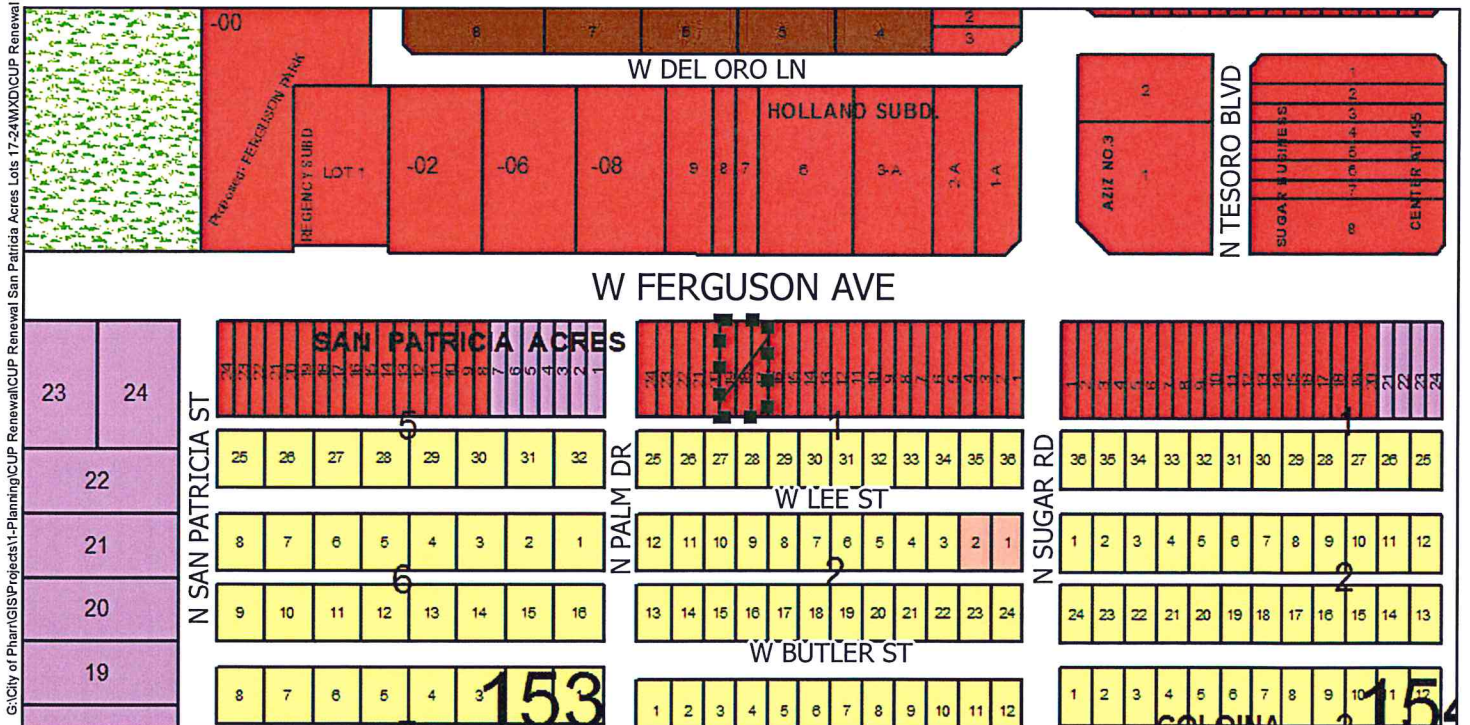
Recommends approval of
the Conditional Use Permit.
(See attached memo)

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for 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) subject to site and applicant being in compliance with all City Ordinances and City Departments requirements.



Company Name or Business Entity: Doc's Billards & Sports Bar Type of Business: _____
Applicant: Jose A. Hernandez Phone No.: 239-0102
(First) (Middle) (Last)
Mailing Address: 917 W. Ferguson Pharr TX 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE? <u>Fire Dept</u>

PASSED WITH CONDITIONS ☒ PASSED ☐ FAILED ☐ RE-INSPECTION DATE: 06-09-2017

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒	☐	☐	
2. EXTERIOR WALLS	☒	☐	☐	
3. INTERIOR WALLS	☒	☐	☐	
4. CEILING	☒	☐	☐	
5. ROOF	☒	☐	☐	
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒	☐	☐	
7. GARBAGE CONTAINER	☒	☐	☐	
8. IS ADDRESS POSTED AND CORRECT?	☒	☐	☐	
9. IS LANDSCAPING IN COMPLIANCE?	☒	☐	☐	
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☐	☐	<u>98</u>
3. NUMBER OF EXITS	☒	☐	☐	
4. MEANS OF EGRESS LIGHTING	☒	☐	☐	
5. EXIT SIGNS	☒	☐	☐	
6. DOOR HARDWARE	☒	☐	☐	
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒	☐	☐	
2. PATH OF EGRESS	☒	☐	☐	
3. RAMPS (HANDRAIL / GUARDS)	☒	☐	☐	
4. DOORS	☒	☐	☐	
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒	☐	☐	
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒	☐	☐	
2. SERVICE EQUIPMENT	☒	☐	☐	
3. WIRING SYSTEM	☒	☐	☐	
4. LIGHT FIXTURE	☒	☐	☐	
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒	☐	☐	
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒	☐	☐	
2. GRILLS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. EQUIPMENT	☒	☐	☐	
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒	☐	☐	
2. VENTS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. PLUMBING FIXTURES	☒	☐	☐	
5. WATER SERVICE LINE	☒	☐	☐	
6. DISTRIBUTION LINES	☒	☐	☐	
8. BACKFLOW PREVENTION	☒	☐	☐	
9. GAS SYSTEM	☐	☐	☒	
10. GREASE TRAP	☐	☐	☒	
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒	☐	☐	
2. T.P. VALVE & DRAIN	☒	☐	☐	
3. SHUT-OFF VALVE	☒	☐	☐	
4. VENT (IF APPLICABLE)	☒	☐	☐	

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- Need to stripe parking lot and remove/replace commercial parking bumpers/blocks
- Will pass with condition of requirements of parking lot

E. Erasmo Alvarez 07-21-2017 Jose A. Hernandez 07/21/17
(INSPECTOR / OFFICER) (Date) (RECEIVED BY) (Date)



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

May 30, 2017

DOC'S SPORTS CLUB
917 W FERGUSON
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 30, 2017 revealed no violations.

Inspection Note AT TIME OF RE-INSPECTION BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

JOSE A HERNANDEZ

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 03 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 07/03/2017

Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#130630 (Doc's Billiards & Sports Bar)

Jose Alberto Hernandez, ~~(956) 402-5885~~ d/b/a Doc's Billiards & Sports Bar, is requesting 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 more fully described as follows:

- **Legal Description:** Lots 17, 18, & 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 917 W. Ferguson
- **Contact Number:**

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 03 2017

BY:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.5.

DATE SUBMITTED: July 28, 2017

MEETING DATE: August 7, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: LEM Group, LLC., d/b/a The Bridge Bar & Grill, is requesting 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 a 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 508 West IH-2, Suite 13.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: LEM Group, LLC., d/b/a The Bridge Bar & Grill, is requesting 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).

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Janie Benedict
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 07/28/2017
Approved - 08/03/2017
Approved - 08/03/2017
Final Approval - 08/03/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

August 7, 2017

Conditional Use Permit **Renewal** for ABC –

The Bridge Bar and Grill
CUP#150747

Background:

LEM Group, LLC/Alma Leila Tueme and Mauricio David Duran, d/b/a The Bridge Bar & Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for The Bridge Bar and Grill.

The property is located at 508 West IH-2, Suite 13. It is zoned General Business District (C). and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC_The Bridge Bar & Grill_2015



MEMORANDUM

DATE: AUGUST 7, 2017

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#150747 (THE BRIDGE BAR & GRILL)
--

GENERAL INFORMATION:

APPLICANT: LEM Group, LLC., d/b/a The Bridge Bar & Grill, is requesting 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).

LEGAL DESCRIPTION: The property is legally described as being 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 508 West IH-2, Suite 13.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the north and General Business District (C) to the east, south and west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo).
------------------	-------------------------	---

FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo).
----------------------	---

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.
(See attached memo)

PLANNING DEPT.:

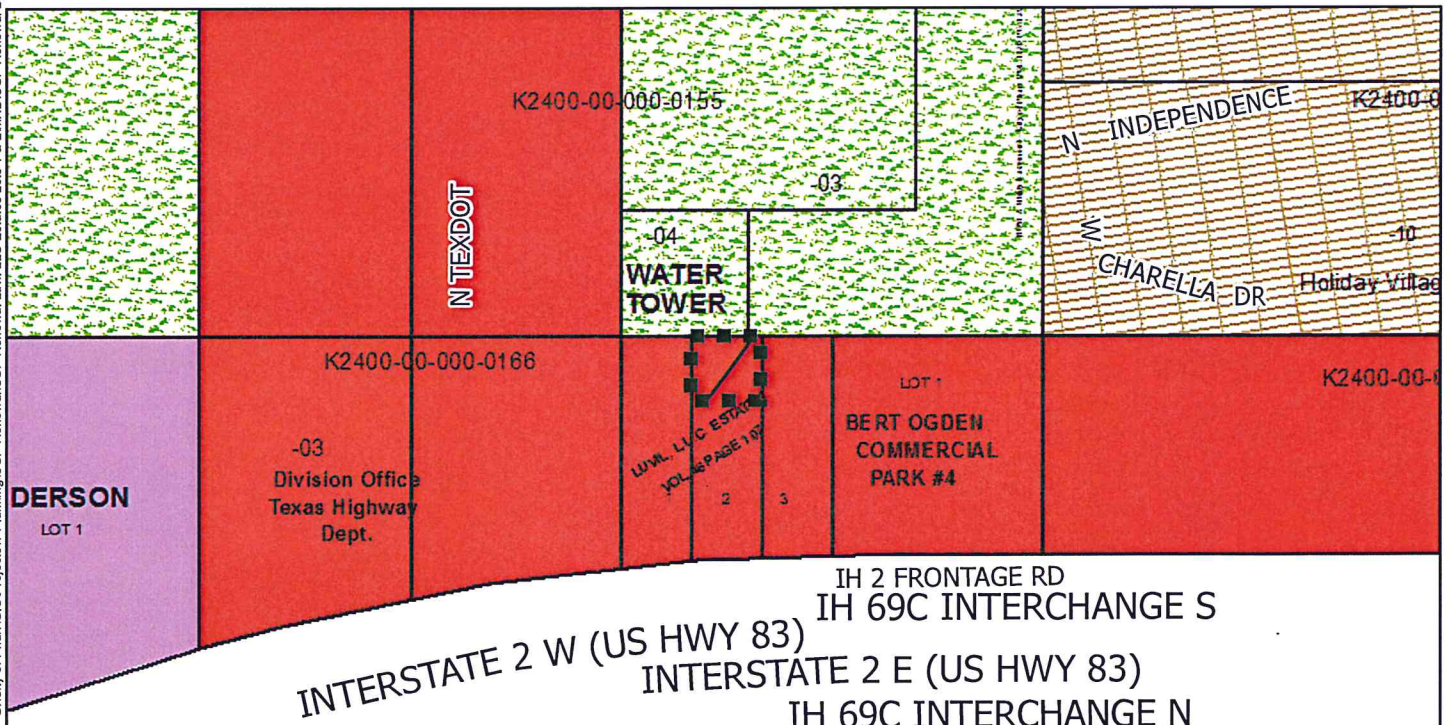
Recommends approval of the Conditional Use Permit.
(See attached memo).

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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

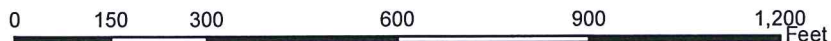
Conditional Use Permit Renewal
 .006 Ac of Lot 2 Luvill LLC Subdivision
 The Bridge Bar and Grill/ LEM Group LLC



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 300 feet



Date: 7/27/2017

Re-Inspection Passed

Company Name or Business Entity: The Bridge Bar & Grill Type of Business: A-2
Applicant: Alfredo (First) Ortiz (Last) Phone No. (956) 252-7502
Mailing Address: 508 W. Expressway 8313 (Address) Pharr (City) TX (State) 78577 (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE? <u>Fire Dept</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒			
2. EXTERIOR WALLS	☒			
3. INTERIOR WALLS	☒			
4. CEILING	☒			
5. ROOF	☒			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒			
7. GARBAGE CONTAINER	☒			
8. IS ADDRESS POSTED AND CORRECT?	☒			
9. IS LANDSCAPING IN COMPLIANCE?	☒			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒			<u>385</u>
3. NUMBER OF EXITS	☒			
4. MEANS OF EGRESS LIGHTING	☒			
5. EXIT SIGNS	☒			
6. DOOR HARDWARE	☒			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒			
2. PATH OF EGRESS	☒			
3. RAMPS (HANDRAIL / GUARDS)	☒			
4. DOORS	☒			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒			
2. SERVICE EQUIPMENT	☒			
3. WIRING SYSTEM	☒			
4. LIGHT FIXTURE	☒			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒			
2. GRILLS	☒			
3. DRAINS	☒			
4. EQUIPMENT	☒			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒			
2. VENTS	☒			
3. DRAINS	☒			
4. PLUMBING FIXTURES	☒			
5. WATER SERVICE LINE	☒			
6. DISTRIBUTION LINES	☒			
8. BACKFLOW PREVENTION	☒			
9. GAS SYSTEM	☒			
10. GREASE TRAP	☒			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒			<u>Kitchen</u>
2. T.P. VALVE & DRAIN	☒			
3. SHUT-OFF VALVE	☒			
4. VENT (IF APPLICABLE)	☒			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
Building and Site meet City of Pharr requirements

E. Ah
(INSPECTOR / OFFICER)

07-26-2017
(Date)

(RECEIVED BY)

7/26/17
(Date)



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

June 8, 2017

ON THE GRILL RESTURANT
1201 S JACKSON RD, 7
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jun 8, 2017 revealed no violations.

Inspection Note Occupant was advised to keep kitchen area clean and free of any obstructions from alarm activation panels

8842 JOSE NAVARRO
Inspector

Mario Torres

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 27 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 07/03/2017

Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#150747 (The Bridge Bar & Grill)

LEM Group, LLC./Alma Leila Tueme, ([REDACTED]) and Mauricio David Duran, ([REDACTED]), d/b/a The Bridge Bar & Grill, are requesting 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 more fully described as follows:

- **Legal Description:** 0.06 acre tract of land, more or less, out of Lot 2, Luvil, L.L.C. Estates Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 508 W. IH2, Suite 13
- **Contact Number:**

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 03 2017

BY: 



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2015-54 (fee ordinance), providing for repealing of conflicting ordinance(s) clause, and providing for an effective date. ***2nd Reading***

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on Ordinance amending Ordinance O-2015-54 (fee ordinance), providing for repealing of conflicting ordinance(s) clause, and providing for an effective date.

The amendment to this ordinance is to reflect the most recent changes with O-2017-18 (Section 6409) application and requests for city street/parks name change.

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Janie Benedict
Roland Gomez
Melanie Cano

Created/Initiated - 08/02/2017
Approved - 08/03/2017
Approved - 08/03/2017

Patricia Rigney
City Management Office

Approved - 08/03/2017
Final Approval - 08/03/2017

ORDINANCE NO. O-2017-_____

AN ORDINANCE AMENDING O-2015-54, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: Ordinance No. O-2015-54 is hereby amended.

SECTION 2: FEES.

A. Zoning Permits and Application Fees

1. Change of Zone Application(s)

Commercial or Industrial Zones – (O-P), (N-C), (C), (C-2), (H-C), (L-I), (H-I)	Amount Per Acre
Less than one (1) acre	\$200.00
1.0 acre to 4.99 acres	\$300.00
5.0 acres and over	\$400.00 plus \$50.00 per acre over the first 5 acres

PUD – (Planned Unit Development)	Amount Per Acre
5.0 acres and over	\$650.00 + \$75.00 per acre over 5 acres

Residential Zones – (R-1), (R-2), (R-3), (R-4), (R-HCMH)	Amount Per Acre
Less than one (1) acre	\$150.00
1.0 acre to 4.99 acres	\$200.00
5.0 acres and over	\$250.00 plus \$25.00 per acre over the first 5 acres

2. Conditional Use Permit Application(s)

Type of Conditional Use Permit	Amount
Alcohol Beverage Permit	Alcohol as an accessory use: \$350.00 application fee + \$200.00 per year renewal fee Alcohol as a principle use: \$1,000.00 application fee + \$500.00 per year renewal fee
Cellular Towers/Co-locators	\$1,000.00 Life of the use
Life of the Use Permits (all other)	\$250.00
All other Conditional Use Permits	\$150.00 + \$50.00 per year renewal fee
Special Use Permit	\$150.00 + \$50.00 per year renewal fee
New Cell Towers	\$1,000.00 application fee
New Owner Existing Tower	\$1,000.00 application fee
Co-Location	\$1,000.00 application fee

Section 6409(a)	\$1,000.00 application fee + \$750.00 yearly renewal fee
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B. Board of Adjustment Request

Type of Board of Adjustment Request	Amount
Variance	\$750.00 per case
Special Exception	\$750.00 per case

C. Building & Standards Commission Appeals

Type of Building & Standards Commission Appeal	Amount
Per Appeal	\$150.00

D. Copies of City Ordinance(s)

Type of City Ordinance(s)	Amount
Zoning Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Subdivision Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Sign Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Landscape Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Standards Manual (Const. and Dev. Guide)	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)

E. Maps and GIS Document Fee(s)

Description	Sq. Ft.	B & W	Color
Letter	.6	\$2.00	\$2.00
Legal	.8	\$2.00	\$3.00
Tabloid	1.3	\$4.00	\$5.00
Wall Maps	Price per Sq. Ft.	\$2.80 sq. ft.	\$4.00 sq. ft.

F. Subdivision Fee(s)

Type of Subdivision Fee(s)	Amount
Commercial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Industrial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Residential Subdivision Plat Application: - Up to 1 acre 1 acre to 4.99 acres 5 or more acres	\$275.00 \$300.00 \$60.00 per acre
Subdivision Inspection Fees	Three (3%) Percent of the total of public improvements cost or \$300.00 minimum
Water System Subdivision Fee	\$100.00 per acre
Sewer System Subdivision Fee	\$75.00 per acre

Right-of-Way Testing Fee	Three (3%) Percent of the total of public improvements cost. Excess to be refunded to payee
Street Sign Materials Fee	\$175.00 per street or stop sign
Fire Hydrant and Fire Ring Fee	\$50.00 for both
Parkland Dedication Fee: - Single Family Residential - All other residential zones	\$1,250.00 per acre \$250.00 per dwelling unit
Additional Final Inspection(s) Fee	\$300.00 per request for Final Inspection

G. Building Safety Fee(s)

1. Certificate of Occupancy Fee(s)

Type of Certificate of Occupancy	Amount
Commercial Buildings	\$50.00
Residential Homes	\$25.00
Duplicate Certificates	\$15.00
Certificate of Occupancy Inspection	\$25.00

2. Mobile Food Vendor Fee

Mobile Food Vendor Fee (Mobile Truck, Concession Trailer, Ice Cream Truck)
\$150.00 + \$100.00 per year renewal fee

3. Accessory Residential Structures Building Fee(s)

Accessory Residential Structure Building Fee	Amount
Up to 120 sq. ft.	\$15.00
After 120 sq. ft.	\$15.00 + \$0.12 per sq. ft. of building area

4. BYOB (Bring Your Own Bottle) Fee(s)

Type of BYOB Permit Fee(s)	Amount
Event	\$250.00
Venue	\$750.00

5. Demolition Permit Fee(s)

Demolition Permit Fee	Amount
Building of 500 sq. ft. or less	\$50.00
Building of 501 sq. ft. or more	\$50.00 + \$0.10 per sq. ft.

6. Inspections outside City Limits Fee(s)

Inspection outside City Limit Fee:
\$100.00 + \$0.55 per mile of travel round trip from City Hall (non-refundable)

7. Building Permit Extension Fee

Building Permit Extension Fee:
25% of the original permit fee for up to 6 months (permit must be requested prior to lapsing of original permit, limit two total)

8. Plan Review Fee

Type of Plan Review Fee:
One-half (1/2) the building permit fee
Subsequent reviews are twenty-five (25%) percent of the building permit fee for each review

9. Request to refund permit, if no work has been done

Request to refund permit, if no work has been done	Amount
Assessment Fee	Less 10% of permit fee (if no plan review was done)

10. Curb-Cut and Driveway Permit

Curb-Cut and Driveway Permit	\$8.00 per square foot
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11. Sign Permit Fee

Value	Fee	Fee if Electrified
\$0.00 - \$100.00	\$15.00	\$50.00
\$101.00 - \$500.00	\$30.00	\$60.00
\$501.00 - \$1,000.00	\$50.00	\$90.00
Over \$1,000.00	\$50.00 plus \$5.00 for each additional \$1,000.00 valuation or portion thereof	Add \$70.00

12. Credit Access Businesses

Credit Access Business Registration Certificate	\$50.00
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13. Existing Off-Premise Billboard Sign Fee

Size of Sign	Amount
Small (0 to 72 Sq. Ft.)	\$100.00 Per Year
Medium (73 to 300 Sq. Ft.)	\$150.00 Per Year
Large (301 to 672 Sq. Ft.)	\$200.00 Per Year
Small Digital (0 to 382 Sq. Ft.)	\$300.00 Per Year
Large Digital (383 to 672 Sq. Ft.)	\$500.00 Per Year

H. Administrative Fees

Type of Administrative Fees	Amount
Easement Vacation	\$300.00 Processing Fee
Right-of-Way Abandonment or Closure	\$300.00 Processing Fee + \$100.00 (nominal value of land, unless increased by City Commission or justified by appraisal)
Zoning Verification Letters	\$75.00 Processing Fee
Governmental Related Agreements	\$500.00 Processing Fee
Use of City Easement Property by Private Parties	\$500.00 Administrative Fee
Fiber Optic Licenses	\$3,500.00 Each Fiber Optic
Petrochemical Pipelines on City Property	\$5,000.00 Processing Fee
Wireless Communication Towers on City-Owned Property	\$3,500.00 Per Wireless Communication Tower
Sale of Surplus Real Property	\$815.00 Processing Fee
Granting and Releasing Easements	\$150.00 Processing Fee
Right of Entry	Up to \$300.00

I. Street Name or City Park/Building Name Change Fees

Type of Administrative Fees	Amount
Street Name	\$500.00 Processing Fee
City Park/Building	\$500.00 Processing Fee

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

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

SECTION 6: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: August 1, 2017

MEETING DATE: August 7, 2017

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance creating the position of Second Alternate Municipal Judge, setting a term, outlining duties, setting compensation, and appointing a judge and providing for an emergency reading and declaring an emergency. ***1st & Final Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Municipal Court has stated they are in immediate need of a 2nd alternate Municipal Judge to cover court operations and additional cases that are in need of action. Also the Second Alternate Municipal Judge is needed to perform magistrations every other weekend and would be on call.

Financial Consideration: The municipal judge has stated in that he has enough funding in his budget to cover for the rest of this fiscal year.

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Edward Wylie

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 08/01/2017

Approved - 08/03/2017

Approved - 08/03/2017

Final Approval - 08/03/2017

ORDINANCE NO. 0-2017-__

**AN ORDINANCE CREATING & APPOINTING A
SECOND ALTERNATE JUDGE FOR THE CITY OF
PHARR;
AND DECLARING AN EMERGENCY:**

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

WHEREAS; the City of Pharr currently has the positions of Municipal Judge and Alternate Municipal Judge;

WHEREAS; the City of Pharr's Municipal Court's Docket is over loaded;

SECTION 1: A Second Alternate Municipal Judge position shall be created in the City of Pharr;

SECTION 2: The Second Alternate Judge shall be appointed for a two year term and shall have the qualifications as set out in the City Charter; and

SECTION 3: The Second Alternate Judge shall have the same duties, responsibilities, and authority as set out in the City Charter applicable law and City Code relate to the current Municipal and Alternate Judges.

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

MARISSA CARRANZA HERNANDEZ, is hereby appointed to the Office of Second Alternate Municipal Judge of the City of Pharr. Compensation for each of these respective positions shall be no less than \$36,000 annually. The position require a minimum of fifteen (15) work hours per week.

SECTION 4: The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be passed until 1t has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all the members of the City Commission.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of August, 2017, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: August 1, 2017

MEETING DATE: August 7, 2017

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending ordinance number O-2017-03 appointing a deputy criminal and deputy public prosecutor. ***1st & Final Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the increase in workload at the municipal court more hours are required to cover the workload.

Financial Consideration: an additional \$20,000 will be added to the salary.

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Edward Wylie

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 08/01/2017

Approved - 08/04/2017

Approved - 08/04/2017

Final Approval - 08/04/2017

ORDINANCE NO: O-2017-_____

AN ORDINANCE AMENDING ORDINANCE O-2017-03; APPOINTING A DEPUTY CRIMINAL AND DEPUTY PUBLIC PROSECUTOR FOR THE CITY OF PHARR MUNICIPAL COURT; PROVIDING FOR QUALIFICATIONS; DUTIES, FEES, COSTS, TENURE; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

WHEREAS, pursuant to Ordinance, it is the duty of the City Attorney to prosecute any and all criminal and non-criminal cases in the Municipal Court; and

WHEREAS, the Pharr Board of Commissioners may separately appoint a deputy criminal prosecutor and deputy public prosecutor to further the efficiency and reduce the case load of all cases in Municipal Court.

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

SECTION 1: Appointment and Term:

The following person is hereby appointed and/or reappointed as the deputy criminal prosecutor and deputy public prosecutor effective January 1, 2017, and shall serve for a one (1) year period. This appointment may be terminated, with or without cause, upon 30 days' written notice. The person appointed is:

Jesus Alberto "Jesse" Zambrano

The appointment is non-assignable and in the event of the deputy criminal prosecutor or deputy public prosecutor's absence or unavailability, the City Attorney shall prosecute and/or make arrangements to handle court during the absence or unavailability. The deputy criminal prosecutor and deputy public prosecutor shall provide the City Attorney and the Court no less than one week notice of any planned vacation, and no less than 24 hour notice of absence or unavailability for any other reason, unless an emergency situation arises.

Further, by accepting this appointment, Jesus Alberto "Jesse" Zambrano represents to the Pharr Board of Commissioners that he has actively taken steps to ensure that there are no conflicts of interest or third party obligations that will pose conflicts carrying out his duties in this appointment.

SECTION 2: Qualifications and Training: The deputy criminal prosecutor and deputy public prosecutor shall be licensed to practice law in the State of Texas, be a member in good standing, and practice in state courts, and have at least one year experience trying criminal trials to verdict. In addition, the deputy criminal prosecutor shall attend the Prosecutor's Seminar Hosted by the Texas Municipal Court Education Center annually.

SECTION 3: Duties:

The deputy criminal prosecutor/deputy public prosecutor shall:

- (a) Represent the City and prosecute any and all criminal cases (involving Transportation Code offenses and Penal Code offenses) filed in the municipal court of the City of Pharr;
- (b) Represent the City and prosecute all non-criminal, administrative, ordinance or code based violations filed in the municipal court of the City of Pharr;
- (c) Prepare for Court, prepare for and conduct trials, research relevant case law, codes, ordinances and file and respond to motions filed with the court and occasional minor appellate work; and
- (d) Work a minimum of ten (10) hours per week at the Pharr Municipal Court as follows:
 - a. Appear regularly on Tuesdays and Thursdays from 8:30 a.m. to 5:00 p.m. (or until the last case is heard) to handle pretrial conferences/dockets at the Pharr Municipal Court.
 - b. Appear weekly for an additional number of hours, as needed and as determined by the Court, to assist the Court with handling of criminal docket. (Days and times to be set by Court and deputy prosecutor).
- (e) Prosecution shall be conducted as provided in Article 45.201 of the Code of Criminal Procedure and the Texas Rules of Professional Ethics.
- (f) Advise the City Commission, City Attorney, and Court in writing of any potential, perceived, or existing conflicts of interest that may interfere or prohibit the deputy prosecutor from performing the duties hereunder.
- (g) Recuse himself from handling, prosecuting, and/or investigating any case where any potential, perceived, or existing conflict exists.

SECTION 4: Compensation. The City of Pharr shall pay said deputy criminal prosecutor/deputy public prosecutor a reasonable fee in the amount of \$6,666.66 total per month as well as any and all actual costs and expenses while in the course of providing such professional services and shall report accountability for all services to the City Manager.

SECTION 5: Repealing Clause.

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

SECTION 6: Severability Clause.

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

SECTION 7: Publication; Effective Date.

The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be Passed until it has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all members of the City Commission.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of August, 2017, A. D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: August 3, 2017

MEETING DATE: August 7, 2017

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending ordinance O-2016-32 to adopt a new and updated Personnel Policy Manual . ***1st Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Existing Personnel Policy Manual was last updated on September 2016, since then a policy has been identified that treats Directors & Assistant Directors who were hired before December 31, 2015 different than the rest of the employees regarding annual leave accruals. In order to treat all employees fairly the aforementioned policy needs to be revised.

Financial Consideration:

Staff Recommendation: Staff recommends City Commission approval for new and updated Personnel Policy Manual.

Alternatives:

ROUTING:

Anali Alanis

Created/Initiated - 08/03/2017

Anali Alanis

Approved - 08/03/2017

Patricia Rigney

Approved - 08/03/2017

City Management Office

Final Approval - 08/03/2017

ORDINANCE NO. O -2017-

AN ORDINANCE AMENDING ORDINANCE NO. O-2016-32 ADOPTING A NEW AND UPDATED PERSONNEL POLICY & PROCEDURES MANUAL AND REPEALING, SUPERSEDING, AND RENDERING NULL AND VOID ALL PRIOR ORDINANCES ADOPTING THE PREEXISTING PERSONNEL POLICY & PROCEDURES MANUAL, AS AMENDED FROM TIME TO TIME

WHEREAS, the majority of the services rendered by the City of Pharr to its citizens and residents are provided by a broad range of employees and other personnel hired by the City of Pharr; and

WHEREAS, the hiring, orientation, training, discipline, and evaluation of the City's workforce is guided by an existing Personnel Policy & Procedures Manual, as amended; and

WHEREAS, the existing Personnel Policy & Procedures Manual needs to be updated, modified, and revised to incorporate changes in the law affecting personnel management in the public sector, as well as to take into account the growing size and abilities of the City's workforce; and

WHEREAS, the adoption of a new City of Pharr Personnel Policies & Procedures Manual will supersede and render null and void all previously enacted ordinances that address personnel policies and procedures so as to incorporate all new changes, modifications, and updates into a single stream-lined document; and

WHEREAS, the Board of Commissioners has commissioned the preparation of an updated and modified Personnel Policy & Procedures Manual, which is attached as an exhibit to this Ordinance and is hereby incorporated by reference for all purposes.

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

SECTION 1. ADOPTION OF UPDATED PERSONNEL POLICY & PROCEDURES MANUAL

The Board of Commissioners hereby adopts the new City of Pharr Personnel Policies & Procedures Manual, which is as Exhibit "A" to this Ordinance and is incorporated by reference for all purposes.

SECTION 2. REPEALER; SPECIFIC ORDINANCES

The following Ordinances, which relate to the adoption of the existing Personnel Policy & Procedures Manual, as amended from time to time over the years, are, with the adoption of this Ordinance, hereby superseded, repealed and rendered null and void; specifically Ordinance Nos.:

O-2007-29; O-2007-54; O-2008-19; O-2008-53; O-2009-06; O-2010-51;
O-2011-42; O-2012-39; O-2012-44 and O-2016-32

SECTION 3. REPEALER; GENERALLY

Any other Ordinances not mentioned in Section 2 that address subject matter areas that are now addressed in the Personnel Policy & Procedures Manual, attached as Exhibit "A" to this Ordinance, are also hereby superseded, repealed and rendered null and void to the extent that any such Ordinances or parts thereof are in conflict with the subject matter and content of the attached Exhibit "A".

SECTION 4: SEVERABILITY CLAUSE

If any part of this Ordinance is found to be invalid or unconstitutional by a court having competent jurisdiction, then that invalidity or unconstitutionality shall not affect the remaining parts, and those remaining parts shall continue to be in full force and effect, and to that extent this ordinance is considered severable.

SECTION 5: EFFECTIVE DATE

The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be passed until it has been read on three (3) separate days, and such provision of the City Charter is hereby suspended and said requirement dispensed with by a majority vote of all of the members of the Board of Commissioners. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 6: PROPER NOTICE AND MEETING:

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

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



PERSONNEL POLICY MANUAL



**CITY OF PHARR
P.O. BOX 1729 • 118 S. CAGE BOULEVARD
PHARR, TEXAS 78577**

**FOR CONSIDERATION AND APPROVAL
BY THE PHARR CITY COMMISSION ON SEPTEMBER 06, 2016**



AFFECTED ORDINANCES

**THIS PERSONNEL POLICY MANUAL WAS ADOPTED
PURSUANT TO ORDINANCE NO. O-2016-32**

**THE PROVISIONS OF THE ORDINANCES LISTED BELOW TO THE
EXTENT THEY ARE RETAINED, ARE HEREBY CARRIED FORWARD INTO
THIS UPDATED PERSONNEL POLICY MANUAL AS SPECIFIED HEREIN,
AND THE ORDINANCES LISTED BELOW ARE THEREFORE HEREBY
SUPERSEDED AND RENDERED NULL AND VOID**

**O-2007-29; O-2007-54; O-2008-19; O-2008-53; O-2009-06; O-2010-51;
O-2011-42; O-2012-39; O-2012-44;**

**THIS INCLUDES BUT IS NOT LIMITED TO AND ANY OTHER ORDINANCE
PROVISIONS RELATED TO PERSONNEL POLICIES
RULES AND REGULATIONS
COVERED BY THIS MANUAL**

Leadership Traits

Pharr **PRIDE** = **P**rofessionalism, **R**espect, **I**ntegrity, **D**iscipline, **E**thics

Professionalism in your work and appearance.

Have pride in the work that you do, it will be what you are known for. If you perform poorly and your level of effort is minimal, it will show and it will tarnish your reputation as such. The work you do represents who you are, so take pride and do a professional job.

If there are certifications to your level of expertise, get them; do not sit back and only do your job, make it a career.

Professionalism is expected of everyone. This includes professional customer service, proper dress attire, and appropriate relationships with co-workers, employees and citizens.

Respect for yourself, your co-workers, employees and citizens.

Respecting yourself means doing what is needed to be a well-rounded person; you have to be mentally, physically, and spiritually stable in order to perform well at work. Complications due to instability leads to lack of productivity and maximum effort at work.

Respecting your co-workers and employees will lead to a good, more productive team. Without a good team, no Manager/Supervisor/Director/City Manager could ever provide the high quality services that the citizens deserve. Respect them by making sure they are properly trained, treated fairly, and allowed opportunities to grow.

Our Citizens are the reason we have jobs. Every citizen, regardless of their economic status, will be respected and treated fairly. If we expect compliance from them, we must comply ourselves. There will be no favoritism, no “compadrismo.”

Integrity in your work and in your life.

Integrity is the cornerstone of your character. You will not be an effective leader unless you earn the trust of your co-workers, employees and our citizens.

Being accountable for your actions, and acting with pride and honor when all eyes are on you, and even more so when no one is watching. Great leaders must first be great men and women.

Discipline in what you do.

Having discipline will allow you to lead by example: dress, speak and act proper, treat people with courtesy and respect, arrive and leave work when you are scheduled to, complete your work assignments on time, and always get the job done.

Set clear expectations and boundaries, and always be consistent.

Any organization cannot thrive without rules. You have to make sure your employees work according to the values and conduct the City Administration is trying to uphold. If one or a number of them decide to turn away from these sets of values, this will surely reflect on how people perceive the City.

Ethics is key to meeting and respecting the taxpayer's expectations and resources.

Everyone is expected to perform their duties in an ethical, fair, legal manner free of conflict of interests.

You must adhere to moral, professional and legal standards of conduct in the fulfillment of your professional responsibilities in order to enhance your performance and meet expectations.

Every profession adheres to ethical standards. This can also be called Code of Conduct, Code of Ethics, and Code of Professional Ethics.

Leadership Principles

- ❖ Know yourself and seek improvement.
- ❖ Be technically and tactically proficient.
- ❖ Know your team and look out for their welfare.
- ❖ Keep your team informed.
- ❖ Lead by example.
- ❖ Ensure the task is understood, supervised, and accomplished.
- ❖ Train your staff as a team.
- ❖ Make sound and timely decisions.
- ❖ Develop a sense of responsibility among your subordinates.
- ❖ Employ your command in accordance with its capabilities.
- ❖ Seek responsibility and take responsibility for your actions.

TABLE OF CONTENTS

CHAPTER 1. GENERAL STATEMENT.....	- 6 -
CHAPTER 2. CITY ORGANIZATIONAL STRUCTURE	- 6 -
CHAPTER 3. EQUAL EMPLOYMENT OPPORTUNITY POLICY	- 8 -
CHAPTER 4. DISABILITY POLICY.....	- 8 -
CHAPTER 5. FIRE & POLICE DEPARTMENT PERSONNEL	- 8 -
CHAPTER 6. CATEGORIES OF EMPLOYEES	- 9 -
CHAPTER 7. PROBATIONARY STATUS	- 10 -
CHAPTER 8. FLSA: EXEMPT AND NON-EXEMPT EMPLOYEES.....	- 11 -
CHAPTER 9. RESIDENCE REQUIREMENTS	- 12 -
CHAPTER 10. NEPOTISM POLICY: STATE LAW	- 12 -
CHAPTER 11. NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS	- 15 -
CHAPTER 12. REHIRE & NO REHIRE POLICY	- 16 -
CHAPTER 13. APPOINTMENTS TO JOB POSITIONS	- 17 -
CHAPTER 14. PERSONNEL RECORDS.....	- 17 -
CHAPTER 15. CHANGES IN EMPLOYEE PERSONAL DATA	- 18 -
CHAPTER 16. HOURS OF WORK; WORK CYCLES	- 18 -
CHAPTER 17. TIME-KEEPING & PAYROLL RECORDS.....	- 19 -
CHAPTER 18. SALARY, WAGES, BENEFITS	- 19 -
CHAPTER 19. OVERTIME WORK & PAY.....	- 20 -
CHAPTER 20. COMPENSATORY TIME (FLSA).....	- 20 -
CHAPTER 21. STANDBY TIME.....	- 21 -
CHAPTER 22. PAID TIME OFF: GENERAL PROVISIONS	- 22 -
CHAPTER 23. PAID TIME OFF: HOLIDAYS	- 22 -
CHAPTER 24. PAID TIME OFF: ANNUAL LEAVE	- 24 -

CHAPTER 25. BEREAVEMENT LEAVE.	- 25 -
CHAPTER 26. PAID TIME OFF: SICK LEAVE	- 26 -
CHAPTER 27. SICK LEAVE PAY-OUT	- 27 -
CHAPPTER 28. ANNUAL LEAVE TO SICK LEAVE DONATION	- 28 -
CHAPTER 29. WORKERS' COMPENSATION INJURY LEAVE	- 28 -
CHAPTER 30. FAMILY AND MEDICAL LEAVE ACT (FMLA).....	- 30 -
CHAPTER 31. JURY DUTY & COURT PROCEEDINGS	- 31 -
CHAPTER 32. MILITARY LEAVE	- 32 -
CHAPTER 33. VOTING LEAVE.....	- 32 -
CHAPTER 34. ADMINISTRATIVE LEAVE; PAID OR UNPAID	- 33 -
CHAPTER 35. PERFORMANCE EXPECTATIONS	- 33 -
CHAPTER 36. PERFORMANCE EVALUATION	- 34 -
CHAPTER 37. NON-DISCIPLINARY SEPARATIONS.....	- 34 -
CHAPTER 38. DISCIPLINE POLICY GENERALLY	- 37 -
CHAPTER 39. GROUNDS FOR DISCIPLINE.....	- 37 -
CHAPTER 40. DISCIPLINARY & TRAINING PROCEDURE	- 38 -
CHAPTER 41. SUBSTANCE ABUSE & DRUG TESTING	- 39 -
CHAPTER 42. ANTI-SEXUAL HARASSMENT POLICY	- 42 -
CHAPTER 43. CITY EQUIPMENT AND PROPERTY.....	- 44 -
CHAPTER 44. OPERATION OF MOTOR VEHICLES	- 44 -
CHAPTER 45. DRESS CODE	- 46 -
CHAPTER 46. PUBLIC AND MEDIA RELATIONS.....	- 51 -
CHAPTER 47. CONFLICT OF INTEREST	- 52 -
CHAPTER 48. POLITICAL ACTIVITY	- 54 -
CHAPTER 49. NO SMOKING POLICY.....	- 54 -
CHAPTER 50. ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS AND GRIEVANCES.....	- 55 -

**CHAPTER 51.APPEAL PROCEDURES FOR CERTAIN TYPES OF COMPLAINTS
AND PERSONNEL ACTIONS.....- 56 -**

CHAPTER 52.APPEAL PROCESS & PROCEDURE- 57 -

CHAPTER 53.OTHER GRIEVANCES & COMPLAINTS.....- 58 -

CHAPTER 54.MISCELLANEOUS MATTERS.....- 58 -

CHAPTER 55.DEFINITIONS- 59 -

- EXHIBIT A – Receipt and Acknowledgment Form**
- EXHIBIT B – Public Access Option Form**
- EXHIBIT C – Wage Deduction Authorization Form**

CHAPTER 1. GENERAL STATEMENT

Section 1. General Statement. The policies and procedures set forth in this manual provide guidelines for City management and the Employees during the employment relationship. This manual contains general statements of the City of Pharr personnel policies and does not, because it is impossible to do so, contain the finer details for implementation and application in particular circumstances.

Section 2. No Contract Created or Intended. Further, this Policy Manual is not intended to, nor does it in fact, serve as an express or implied contract or promise of employment. Neither this manual nor the policies and procedures set forth in it create contractual rights regarding the status of job descriptions, maintenance of standards, personnel action, or otherwise. This Manual is intended as a guide for management and employees that addresses expectations and objectives in connection with personnel management.

Section 3. Retention of Authority to Modify Policy. The City of Pharr retains the authority to add to the policies in the Manual or revoke or modify them from time to time in the form of supplemental policies and directives to fulfill the personnel and staffing needs of the various City departments. Employees are charged with the responsibility of remaining aware of changes to policy and practice communicated to them by written memos and directives communicated by management.

Section 4. Expectation of Compliance. The City of Pharr expects its employees to comply with all applicable rules of behavior and conduct in the performance of duties, including all rules, regulations, and policies relating to safety rules and safety standards.

Section 5. Customer Service Orientation. Every city employee is expected to know and understand that the employee works for all the citizens of Pharr and that exemplary customer service is a job requirement that applies to every budgeted position authorized by the City Commission.

CHAPTER 2. CITY ORGANIZATIONAL STRUCTURE

Section 1. Home Rule Municipality. The City of Pharr is a home-rule municipality governed by an elected Board of Commissioners.

Section 2. City Manager Administration. The City Manager, as the Chief Executive Officer for the City, is hired by and is accountable to the elected City Commission. Except as otherwise provided in this Manual, or as required by law, the City Manager has the final authority over the day to day management of all employees who work for the City of Pharr.

- A. The City is organized in a top down pyramid structure, and it is organized into administrative departments. The design of the administrative structure, including the design and functions of each

department, is determined by the City Commission and the City Manager.

Section 3. Staffing. The staffing needs of the City generally, and of each specific Department is also controlled by the City Manager and the City Commission. The number of budgeted and recognized positions is handled through the budget process, taking into account the needs of the City and any fiscal restraints that exist in any particular budget year.

Section 4. Administration. The City Manager shall have final authority and responsibility for the administration and enforcement of the policies set forth in this manual. Department Director will assist the City Manager in setting and enforcing standards of Employee conduct, welfare and morale in their departments.

Section 5. Department Director. Department Director will be responsible for the proper and effective administration of these Rules and Regulations within their departments. Routine matters pertaining to enforcement may be delegated to other supervisory personnel.

Section 6. Departmental Policies. Departments Director with prior approval of City Manager may prepare and enforce supplemental personnel policies for the administration of personnel matters regarding their department.

- A. These departmental policies and procedures shall serve as supplements to this Personnel Policies Manual. In the event of conflict in any section, this Personnel Policies Manual shall prevail.

Section 7. Goals of this Manual. A primary purpose of this Personnel Policy Manual is to achieve the following goals:

- A. To promote and increase efficiency and responsiveness to the public;
- B. To provide fair and equal employment opportunity for qualified persons;
- C. To maintain recruitment, advancement, and to enhance the attractiveness of a City of Pharr career and encourage each Employee to give his or her best effort to the City and the public;
- D. To maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in the City service; and
- E. To promote pride and high morale among City of Pharr Employees with examples set forth in Pharr PRIDE Leadership Principles and Traits.

CHAPTER 3.EQUAL EMPLOYMENT OPPORTUNITY POLICY

Section 1. No Discrimination Allowed. The City of Pharr is committed to equal employment opportunity for all individuals without regard to race, religion, gender, sex, age, national origin, disability, or veteran status. This commitment extends to all terms, conditions, and privileges of employment as well as Employees' use of all City work facilities and participation in all City sponsored Employee activities.

Section 2. No Harassment Allowed. Harassment, retaliation, coercion, interference, or intimidation of any Employee due to that Employee's race, religion, color, national origin, sex, age, disability, or veteran status is strictly forbidden. Employee who either witness or experiences such activity should follow the reporting procedures outlined elsewhere in this Manual.

Section 3. No Retaliation for Protected Conduct Allowed. The City is committed to enforcement of any and all applicable state and federal law that prohibits retaliation against an employee motivated by what is otherwise protected conduct or activity under state or federal law.

CHAPTER 4.DISABILITY POLICY

Section 1. The City will make reasonable accommodations, as required by state and federal law and in accordance with the most recent interpretations of any applicable law.

Section 2. Employees who believe they need an accommodation in the performance of their job should make the request in writing and further discuss the matter with their supervisor or department Director so that an evaluation can be made about the extent to which such an accommodation is either needed or required.

Section 3. City management reserves the right to make ultimate determinations about the level of accommodation required by law, taking into account the legitimate needs and interests of the City.

CHAPTER 5.FIRE & POLICE DEPARTMENT PERSONNEL

Section 1. State civil service laws, as well as collective bargaining laws and contracts cover certain City employees in the Police and Fire Departments.

Section 2. Personnel management for members of the respective bargaining units are governed initially by applicable collective bargaining or meet and confer contract provisions (if any), by civil service statutes, by civil service rules and regulations, and by departmental rules and regulations and standard operating procedures, in that order.

- A. To the extent that a labor agreement has incorporated by reference provisions of this Manual, the applicable provisions shall be treated as forming a part of the labor agreement.

Section 3. Except as provided above, the provisions of this Personnel Manual shall apply in the absence of a provision, rule, regulation, or directive contained in any one or more of the foregoing instruments. To the extent that the provisions of this Personnel Manual supply the applicable rule, the provisions of this Manual shall be binding on civil service employees.

Section 4. Application and interpretation of the provisions of this manual are at the discretion of the City Manager and the respective department Director for the Fire and Police departments.

Section 5. Changes in Status between Civil Service and Civilian Employees. Civil service employees who are separated from their civil service position, for whatever reason, and who are hired in a civilian position shall be treated as newly hired employees for purposes of this Personnel Policy Manual. Similarly, civilian employees who are hired into a civil service status shall be treated as newly hired employees for purposes of their civil service and collective bargaining status.

- A. Employees who move in or out of civil service and civilian status should be aware that any accrued sick and annual leave that may exist at the time of the transfer in or out of each status will be processed as separation of employment and a new hire, as applicable.

CHAPTER 6. CATEGORIES OF EMPLOYEES

Section 1. Non-Civil Service Employees. As part of its personnel management, as well as for pay and benefit purposes, the City uses the following categories of Employees:

- A. **Regular Full-Time.** Employees are those who are scheduled to be at work a minimum of forty hours per week on a regular basis.
 - 1) these employees currently receive full benefits;
 - 2) paid time off categories of leave will accrue on a prorated basis, but may not be used during any probationary period.
- B. **Regular Part-Time.** Employees are those who are scheduled to be at work a maximum of nineteen (19) hours per week.
 - 1) These employees shall not receive any fringe benefit, except those required by law.
- C. **Temporary or Seasonal.** Employees who are expected to remain employed for only a limited period of time not to exceed 6 months or for a special task or project will be carried as Temporary Employees.
 - 1) These employees shall not receive any fringe benefit, except those required by law.

Section 2. Contract Personnel. Persons who render services to the City pursuant to a retainer agreement, a contract (verbal or in writing), or on a task or project basis, are not considered employees of the City and the provisions of this Personnel Manual do not apply to contract personnel.

Section 3. Charter Appointments. The provisions of this Manual shall apply to positions recognized in the City Charter that are appointed by the Board of Commissioners, and who are categorized as regular full-time employees; provided, however, that the appointing authority retains all power, rights, and privileges, recognized in law over such appointments.

CHAPTER 7. PROBATIONARY STATUS

Section 1. New Employees. All newly hired employees shall be carried on a probationary status for a period of one year from the date of hire.

Section 2. Transferred Employees – Intra-departmental Transfers. Any existing employee who is transferred from one job position to another within the same department shall be carried on a probationary status for a period of three (3) months from the date of transfer.

Section 3. Transferred Employees – Inter-departmental Transfers. Any existing employee who is transferred from one job position to a position in a different department shall be carried on a probationary status for a period of six (6) months from the date of transfer.

Section 4. Transferred Employees do not have an entitlement to any specific pay or benefits connected to the former position held. Pay and benefits shall be determined by the job description of the job position and the qualifications of the employee relative to the job description.

Section 5. Employees who promote to management positions shall be carried on a probationary status for a period of six (6) months from the date of promotion.

Section 6. The probationary period is intended to allow both the employee and the employee's supervisors to evaluate the knowledge, skills, and abilities of the employee in the designated position.

Section 7. Within the orientation period the employee may request or will receive counseling, feedback and evaluations (verbal or in writing) with respect to job performance.

Section 8. A rehired or otherwise reinstated employee shall be treated as a new employee for purposes of probationary status.

Section 9. Annual Leave. During the time that an employee is on probationary status, that employee shall accrue, but shall not be entitled to utilize, any annual leave that accrues during the probationary period.

- A. This limitation on use of accrued leave shall apply only to newly hired or rehired employees, and those employees going from non-

civil service to civil service or from civil service to non-civil service.

Section 10. Sick Leave. During the time that an employee is on probationary status, that employee shall accrue, but shall not be entitled to utilize, any sick leave that accrues during the probationary period. A probationary employee who is out because of illness will be treated as being on leave without pay.

- A. This rule applies to only newly hired or rehired non-FLSA exempt employees on probationary status. It does not apply to employees who have transferred.
- B. FLSA exempt employees in a probationary status shall accrue, and shall be allowed, to utilize accrued sick leave during the probationary period.

Section 11. In addition, an employee on probationary status may not grieve or otherwise appeal any personnel decision or action taken against that employee.

CHAPTER 8.FLSA: EXEMPT AND NON-EXEMPT EMPLOYEES

Section 1. For purposes of determining the City's obligations, if any, to pay overtime rates as per federal law, all Employees are classified as either "exempt" or "non-exempt" in accordance with the guidelines established by federal law.

Section 2. "Exempt" Employees are those who are not subject to the overtime provisions of the Fair Labor Standards Act. Examples of exempt Employees are the City Manager, the City Clerk, all Department Directors, all, Assistant Department Directors and other positions that qualify as exempt under FLSA.

- A. The determination of who is exempt is based upon an Employee's actual job duties, so the examples given are not meant to be a complete list of exempt employees.
- B. Other positions, if they satisfy the criteria for being exempt under law, may also be categorized as exempt by City management.

Section 3. "Non-exempt" employees are those employees who are covered by the overtime provisions of the Fair Labor Standards Act, that is, employees who under FLSA standards are entitled to receive overtime pay under criteria set by federal law.

- A. Generally speaking, non-exempt employees who work over forty (40) hours per week are entitled to an overtime rate of pay, or compensatory time, in accordance with the FLSA.
- B. Paid time off, such as sick leave and annual leave, while compensated, does not count as productive time, that is, "work time" for purposes of calculating whether the City must pay an overtime rate of pay.

- C. City mandated training time will be considered as productive time, that is, "worked time" for purposes of calculating whether the City must pay an overtime rate of pay.

Section 4. Any overtime hours worked by non-exempt employees must be approved by the employee's department Director or designee. Non-approved overtime work shall be compensated, as required by law, but may serve as grounds for discipline, as allowed by law, for failure to abide by this overtime approval policy.

CHAPTER 9.RESIDENCE REQUIREMENTS

Section 1. City employees are not required to reside in the Continental United States, and are not required to live within the City of Pharr city limits.

Section 2. Employees likely to be called back to work in cases of emergency may be required to reside within reasonable commuting ranges of their places of work assignments.

Section 3. The City is not responsible for any travel costs incurred in commuting to and from work or duty stations when coming on or off of duty.

CHAPTER 10.NEPOTISM POLICY: STATE LAW

Section 1. Baseline Policy: State Law. As an initial matter, the City's nepotism policy shall comply with any and all requirements imposed by state law, and applicable state law is hereby incorporated by reference. Therefore, with respect to City's public officials, the City's baseline nepotism policy is governed by Chapter 573 of the Texas Gov't Code, which is hereby incorporated by reference.

Section 2. For purposes of this policy, a "public official" is defined as:

- A. an officer of this municipality; an officer for purposes of this definition includes the following:
 - 1) any elected official of the Board of Commissioners; and,
 - 2) the City Manager.

Section 3. Relationships Covered By Nepotism under State Law. Consistent with the provisions of Chapter 573, Texas Gov't Code, as well as the self-imposed nepotism restrictions adopted by this policy, this policy applies to relationships within the third degree by consanguinity or within the second degree by affinity, as those terms are defined in Chapter 573, Tex. Gov't Code, as amended.

Section 4. Prohibition Applicable to Public Officials. A public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a regular position that is to be directly or indirectly compensated from public funds or fees of office if:

- 1) The individual is related to the public official within a degree described by Section 573.002 of the Texas Government Code; or
- 2) The public official holds the appointment or confirmation authority as a member of a local board and the individual is related to another member of that board, within a degree described by Section 573.002.

Section 5. Board of Commissioners as Public Officials. As applied to the Board of Commissioners, the state law nepotism prohibitions apply to the following appointed positions under the City Charter, specifically:

- A. The appointment of municipal officers and other management personnel, specifically:
 - 1) the City Manager;
 - 2) the City Attorney;
 - 3) the City Clerk and Assistant City Clerk;
 - 4) the City Auditor; and,
 - 5) the Municipal Judge(s).
- B. The appointment of any boards, panels, committees recognized under the City Charter and who would be directly or indirectly compensated from public funds or fees.

Section 6. Appointed Officers as Public Officials. As applied to appointed officers of the City who meets the definition of public official, the state law prohibitions on nepotism also applies to the appointed officers set forth above.

Section 7. City's Self-Imposed Nepotism Policy. The City also has the authority to adopt and impose a nepotism policy that goes beyond what state law otherwise prohibits. This policy applies to all regular full-time and regular part-time employees only.

Section 8. Definitions. For purposes of this self-imposed nepotism policy, the following definitions shall apply:

- A. "Relative" means any person related within the third degree by consanguinity or within the second degree by affinity as defined by state law.
- B. "Department Director" is defined as a supervisory position with responsibility over the operations of any division of services identified in the City's organizational structure.
- C. "Technical Violation" is an employee appointment that is in actual violation of the affirmative restrictions stated in this policy.
- D. "Apparent Violation" is an employee relationship that is not in actual violation of the provisions of this policy, but which creates an

appearance of impropriety or favoritism that is disruptive to the operations of a department.

Section 9. For purposes of this nepotism policy, the following individuals are not eligible for regular full-time employment with the City of Pharr:

- A. Elected Officials of the City, that is, the Mayor and Members of the City Commission;
- B. Relatives of any elected official;
- C. Relatives of the City Manager;
- D. Relatives of any Department Director if that relative falls anywhere within the chain of supervision for that Department Director under the City's organizational structure.

Section 10. Grandfathering & Other Exceptions. The foregoing nepotism prohibition prescribed does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

- A. the individual is employed in the position before the election or appointment of the public official to whom the individual is related in a prohibited degree; and,
- B. that prior employment of the individual is continuous for at least:
 - 1) Thirty (30) days, if the public official is appointed;
 - 2) Six (6) months, if the public official is elected at an election other than the general election for state and county officers; or,
 - 3) One year, if the public official is elected at the general election for state and county officers.
- C. If an individual continues in a position, the public official to whom the individual is related in a prohibited degree may not participate in any deliberation or voting on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of the individual if that action applies only to the individual and is not taken regarding a bona fide class or category of employees.
- D. Any subsequent changes to the continuous employment exceptions in Chapter 573 of the Texas Gov't Code will control over this policy.

Section 11. Creation of a Nepotism Relationship. If a prohibited nepotism relationship is created by marriage, adoption, or by operation of law or fact, the individual to whom the public official is related in a prohibited degree shall be separated from employment as a non-disciplinary separation.

Section 12. Construction & Authority. The City Manager reserves and retains the right to act upon and resolve on a case by case basis familial relationship issues within the City's personnel workforce that do not in fact violate this policy, but which may create an appearance of favoritism or impropriety.

Section 13. Further, Department Director shall have the authority, subject to City Manager review, to manage assignments between and amongst employees within the Department when there exists an apparent, but not an actual, violation of this policy.

Section 14. Civil Service Employees. This policy shall not apply to the City's civil service employees, unless required by law.

CHAPTER 11. NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS

Section 1. Purpose. The following restrictions are adopted in response to the City of Pharr's continual mission to provide its employees with a discrimination-free work environment and to further promote the longstanding professional interaction between the City of Pharr employees and the general public.

Section 2. Managerial Staff and Subordinate Employees. Any City employee who operates in a managerial capacity should not engage in any form of non-professional relationship with a subordinate employee regardless of whether the two employees work in the same or different departments. In the event of such relationship and depending upon the nature of the situation, one or both employees may be subject to disciplinary action, up to and potentially including termination of employment. All employees, especially managers, are reminded that the qualities of good judgment, discretion, and compliance with guidelines are all taken into account when considering future advancement opportunities and salary increases.

Section 3. Relationships between Employees of the same. Depending on the circumstances, some forms of non-professional relationships between employees of the same level may be appropriate. However, if a relationship or social activity between two or more employees of the same level:

- A. Has the potential or effect of involving the employees, their coworkers, or the company in any kind of dispute or conflict with other employees or third parties;
- B. Interferes with the work of any employee;
- C. Creates a harassing, demeaning, or hostile working environment for any employee;
- D. Disrupts the smooth and orderly flow of work within the office, or the delivery of services to the residents of the City of Pharr, or in the community at large;

- E. Harms the goodwill and reputation of the City of Pharr among its residents or in the community at large; or
- F. Tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) responsible for such problems will be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 4. City Equipment and Facilities. No employee may use City equipment or facilities for furtherance of non-work-related activities or relationships without the express advance written permission of the City Manager. Employee(s) who violate this rule will be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 5. Questionable Conduct. Employees who conduct themselves in such a way that their actions and relationships with each other become the object of gossip among other employees of the City of Pharr, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the Human Resources department to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance or resolve the problem may subject the employee(s) to disciplinary action, up to and potentially including termination of employment.

Section 6. Grandfathering & Other Exceptions. Employees should take note that not all relationships will qualify for an exception. However, at the City Manager's discretion and depending upon the circumstances, certain employees may not be subject to the above restrictions if:

- A. The employees non-professional relationship(s) are disclosed to the Human Resources department within a timely manner after the adoption of this ordinance; and
- B. There is no prior history of the employees violating any of the above restrictions outlined in Section 3 of this chapter.

If the grandfathered non-professional relationship(s) subsequently violate the restrictions outlined in Section 3 of this chapter, the employees can be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

CHAPTER 12. REHIRE & NO REHIRE POLICY

Section 1. The City may, in its sole discretion rehire a former employee if the former employee is qualified to perform the duties of a particular position.

Section 2. Applicants ineligible for rehire as a matter of standing City policy is any former employee who meets one or more of the following conditions:

- A. Who was terminated for disciplinary violations; or,
- B. Who resigned while under investigation for misconduct; or,
- C. Who left employment other than in good standing at the time of separation of employment.
 - 1) The determination of good standing at the time of separation shall be made by the City Manager at the time of re-application.

CHAPTER 13. APPOINTMENTS TO JOB POSITIONS

Section 1. Appointments shall be made based on the qualifications of applicants as ascertained through fair and practical selection methods, which may include testing of job knowledge, skills and abilities.

Section 2. The City reserves the authority to require clearance on background checks, physical, medical, and psychological examination, including a drug screening, in connection with any particular position.

Section 3. Applicants to be eligible for employment must also be in compliance with state and federal law.

Section 4. The City reserves the right to determine whether a job applicant is fit for the appointment to any particular position.

CHAPTER 14. PERSONNEL RECORDS

Section 1. An employee's personnel records belong to the City of Pharr and not to the employee. An employee may request copies of his or her records, subject to the provisions of the Open Records Act and the customary copy charges.

Section 2. An employee has the privilege of inspecting his or her official personnel file, upon written request made to the department Director or other designated personnel officer. Review and inspection of an employee's personnel file shall be under the supervision of the department Director or personnel officer or designee.

Section 3. An employee must have on file a signed and executed Personnel Manual Acknowledgment Form, which may be obtained from the Personnel Officer or designee. Also, see Exhibit "A" to this Manual.

Section 4. An employee must have on file a signed and executed Public Access Option Form, which may be obtained from the Personnel Officer or designee. Also, see Exhibit "B" to this Manual.

Section 5. An employee must have on file a Wage Deduction Form, which may be obtained from the Personnel Officer or designee. Also, see Exhibit “C” to this Manual.

CHAPTER 15. CHANGES IN EMPLOYEE PERSONAL DATA

Section 1. Each employee is responsible for notifying his or her department Director and/or the personnel officer in writing, about the following subject matter:

- A. Change of address, whether it be mailing or residential;
- B. Change of phone number, whether it be listed or unlisted;
- C. Change in marital status or in number of dependents to the extent that such change impacts health insurance coverage and income tax withholding;
- D. Change of beneficiary for life insurance and retirement benefits;
- E. Change in banking information that could impact direct deposit account on file.
- F. Any additional schooling, training, certificates or degrees earned during the course of employment;
- G. Any changes in social security or driver’s license numbers;
- H. Any arrest for any offense other than a minor traffic offense.

Section 2. Public Access Option Form. Employees should also fill out a form related to the exercise of their option regarding whether they want certain personal data contained in their personnel file to be excluded from disclosure in response to any request for information filed with the City under the Texas Public Information Act Request.

- A. The appropriate form is attached as an exhibit to this Manual. It should be copied, filled out, and turned in to the Personnel Officer or designee.

CHAPTER 16. HOURS OF WORK; WORK CYCLES

Section 1. The City’s basic work schedule shall coincide with the established hours of business, which runs from Monday through Friday, starting at 8:00 o’clock AM through 5:00 o’clock PM and shall be a core workweek of forty (40) hours.

Section 2. Depending on the purposes and function of each department, the City, acting through its management personnel (City Manager and Department Director), may establish work schedules that provide for City services outside of the usual business cycle on an as needed basis, but shall generally adhere to a forty hour work period.

Section 3. Lunch breaks, rest stops, and any other such breaks shall be established by the management personnel on an as needed basis.

CHPATER 17. TIME-KEEPING & PAYROLL RECORDS

Section 1. All employees are required to accurately and timely record their hours of work for payroll purposes via the time keeping system in place. This must include any hours that would qualify for overtime pay or compensatory time.

- A. All non-exempt employees are required four (4) punches a day.
- B. All exempt employees are required one (1) four (4) punches a day. ~~with the exception of Department Directors and Assistant Directors.~~
- C. All exempt employees ~~Department Directors and Assistant Directors~~ are required to clock in immediately upon arrival to work.

Section 2. Time records are official government records that involve the expenditure of public funds. Therefore, they must be maintained accurately and truthfully. Improper or illegal alteration or mutilation of City personnel records can lead to disciplinary action or even criminal liability exposure.

Section 3. The City retains the unilateral authority to alter or change its pay cycles at any time, but would give advance notice of such a change before it would be implemented.

Section 4. If an employee is absent from work on payday and wants someone to pick up his or her paycheck stub, such person must be designated by the employee on a duly designated form before a paycheck, or paycheck stub, will be released to anyone other than the employee.

Section 5. Voluntary deductions authorized by the employee may include payments for health insurance premiums, credit union, personal insurance premiums, etc. Details for voluntary deductions should be requested from the department Director or the personnel officer.

Section 6. All employees will be paid via direct deposit, with the exception of final paycheck.

CHAPTER 18. SALARY, WAGES, BENEFITS

Section 1. Authority of Board of Commissioners. The final determination of applicable salary, wages, and benefits, shall be made by the Board of Commissioners as part of its authority to manage the City's fiscal budget.

Section 2. Staffing Levels & Authorized Positions. Similarly, the final determination of the staffing levels and/or number of positions to be authorized shall be made by the Board of Commissioners as part of its authority to manage the City's fiscal budget.

Section 3. Compensation Package. The Board of Commissioners, shall determine the form and nature of the compensation package for authorized positions, including but not limited to categories of pay such as salary, wages, seniority pay, education pay, certification pay, and any and all other categories of pay that the City Commission authorizes by separate action.

Section 4. Benefits Package. The Board of Commissioners shall determine the form and nature of the benefits package for City employees, including but not limited to health insurance, workers' compensation insurance, various categories of paid time off such as holidays, annual days, sick leave, retirement, and other such benefits that may be authorized by separate City Commission action.

Section 5. The terms, conditions, and details of the foregoing pay and benefits package shall be set by separate action as may be taken from time to time by the Board of Commissioners.

CHAPTER 19. OVERTIME WORK & PAY

Section 1. In any department, overtime will be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting workloads and deadlines.

Section 2. All overtime must be authorized by the department Director prior to a non-exempt employee actually working overtime, except in cases of emergency. Unauthorized overtime will be paid, as required by law, but failure to secure prior approval of overtime compensation may subject the employee to disciplinary action, up to and including termination.

Section 3. Non-exempt City employees entitled to overtime pay will be paid one and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of forty (40) within a work period.

Section 4. Holidays, annual time, sick leave, jury duty, military leave, and other absences from productive work will not be counted as time worked for purpose of overtime pay computations under FLSA.

Section 5. The accrual of overtime by the City of Pharr FLSA NON-EXEMPT personnel is allowed when, in the judgment of the employee's Department Director, overtime is necessary.

Section 6. Department Directors will be held accountable to upper management for excessive overtime liabilities incurred within their department.

CHAPTER 20. COMPENSATORY TIME (FLSA)

Section 1. Compensatory time (comp time), like any overtime, must be pre-approved by the department Director or designated representative. Failure to secure pre-approval may be grounds for disciplinary action.

Section 2. Comp time will be credited at the rate of one and one-half (1 1/2) hours for each overtime hour worked in accordance with FLSA standards.

Section 3. Employees may request, or the department Director may require, use comp time off if such use does not unduly disrupt the operations of the department affected.

Section 4. Employees may be required to use comp time prior to using any other form of paid leave.

Section 5. Compensatory time may not be transferred from one employee to another.

Section 6. Department Directors are authorized to allow a FLSA NON-EXEMPT employee to accrue up to forty (40) hours of Compensatory Time, in lieu of overtime pay.

Section 7. In the event an employee exceeds the (40) hour cap, overtime must be paid in accordance with federal law standards.

Section 8. Upon termination of employment, a non-exempt employee will be paid for unused compensatory time earned in accordance with federal law standards.

CHAPTER 21. STANDBY TIME

Section 1. Standby compensation is the amount of money paid to non-exempt non-civil service employees who are specifically required to be available by phone, electronic pager or other means of communication to respond to various job assignments after regular work hours.

Section 2. City employees required to be on standby shall be compensated in accordance with the minimum standards required by state or federal law, in an amount to be set by administrative directive. Employees on standby status shall take the necessary steps to be fit for duty as if they were on regular duty.

Section 3. Hours spent on standby is not regarded as working time but is defined as that period of time an employee is required to be available for work within thirty (30) minutes from time of notification and requires the employee to leave word at his or her home where he or she can be reached.

Section 4. If the employee on standby is called in to work, the time sheet on the assignment shall be treated as "hours worked" and shall be in addition to the standby rate provided for in this section.

Section 5. Rosters indicating standby assignments shall be posted at least twenty-four hours prior to the anticipated requirement of standby status when possible. Compensatory standby time during the week begins one minute after the employee's regular workday ends and continues until he returns to work on the next day or the employee is otherwise advised.

Section 6. On weekends or holidays compensatory standby times begins one minute after the employees' regular workday ends and continues until his next regular scheduled workday begins or is otherwise advised.

Section 7. Only those employees eligible for overtime compensation shall be eligible for standby compensation. Standby time shall not be considered hours worked for purposes of calculating overtime.

CHAPTER 22. PAID TIME OFF: GENERAL PROVISIONS

Section 1. Paid time off involves the use by an employee of time that is compensated, but not actually worked. Annual leave and sick leave are the best examples of paid time off, as well as compensatory leave time.

Section 2. Workers' compensation injury leave is not treated as paid time off and qualifies as its own category of leave. Employees who are on workers' comp injury leave are treated as being on unpaid leave.

Section 3. Paid time off shall not qualify as "working time" for purposes of calculating whether an employee is entitled to overtime pay within any given pay cycle.

Section 4. Employees who are using paid time off shall continue to accrue benefits, such as sick leave and annual leave, as if they were at work. By the same token, employees absent from work without pay for at least eighty (80) hours in that month, i.e., unpaid leave, shall not accrue additional paid time off, except as otherwise provided in this policy.

CHAPTER 23. PAID TIME OFF: HOLIDAYS

Section 1. As of the adoption of this Manual, the recognized City holidays for the City's regular and part-time employees are the following:

- 1) New Year's Day (January 1st);
- 2) Good Friday (Friday before Easter);
- 3) Memorial Day (last Monday in May);
- 4) Independence Day (July 4th);
- 5) Labor Day (1st Monday in September);
- 6) Veteran's Day (November 11th);
- 7) Thanksgiving Day (4th Thursday in November);
- 8) Thanksgiving Friday;
- 9) Christmas Eve (December 24th);
- 10) Christmas Day (December 25th);
- 11) New Year's Eve (December 31st).

Section 2. Holiday Pay. Holiday pay, consisting of one eight (8) hour shift per holiday, shall be paid at the qualifying employee's regular rate of pay in the payroll period following the holiday in question, regardless of whether the employee in fact works on the recognized holiday.

- A. Holiday pay hours do not count as "time worked" for purposes of calculation of the City's FLSA overtime obligations, if any.

Section 3. Premium Holiday Pay for Hours Worked on Holiday. FLSA non-exempt employees who actually work on a holiday specified above shall, ***in addition to their holiday pay***, be compensated premium pay at time and a half for hours actually worked on the designated holiday, regardless of whether the FLSA hours worked requirement is satisfied.

- A. The intention behind this provision is to provide a premium holiday pay to those employees ***who in fact work during a holiday period***; and who are not able to take the holiday off from work.
- B. For purposes of applying this premium holiday pay provision, a holiday period shall run from midnight to midnight on the date of the actual or the recognized holiday.
- C. For those employees who work a standard work-week schedule from Monday through Friday, if an approved holiday falls on a Saturday, the previous Friday shall be considered to be the holiday period. If a scheduled holiday falls on a Sunday, the next Monday shall be considered to be the holiday period.
- D. For those employees who work a non-standard shift other than Monday through Friday, the scheduled holiday shall be the actual date of the holiday.
- E. In addition, an employee scheduled to work on an actual or a recognized holiday who does not in fact work but instead legitimately utilizes some form of paid or unpaid time off, such as sick leave or annual leave or admin leave without pay, on the holiday in question, shall not receive premium holiday pay.
- F. **FLSA Overtime.** If an employee who actually works on a holiday who would otherwise be entitled to receive overtime pay pursuant to the Federal Labor Standards Act ***for hours worked in excess of forty (40) within a work-week***, that employee shall receive pay at the rate of time and one-half for any qualifying hours that federal law would otherwise require to be paid at an overtime rate of time and a half.

Section 4. Sick Leave Utilization & Holiday. An employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed, unless the utilization of sick leave is corroborated or excused by a health care provider in writing and submitted within the same pay period of the Holiday in question.

Section 5. The Board of Commissioners retains the right to make modifications and adjustments to recognized holidays and related compensation.

CHAPTER 24. PAID TIME OFF: ANNUAL LEAVE

Section 1. Full time employees accrue annual leave based on the number of years of full time employment with the City in accordance with the following chart:

Years of Employment	Pro-Rata Accrual Rate per Month
0-19 Years	10 hours (15 days per year)
20 & over	13.33 hours (20 days per year)

Section 2. Only regular full-time employees accrue annual leave. All other categories of employees do not accrue annual leave.

Section 3. Employees may accumulate no more than a maximum of two years allotment of annual leave as set above.

Section 4. ~~This restriction shall not apply to FLSA exempt management employees hired on or before December 31, 2015, whose annual leave shall be managed by the City Manager.~~

Comment [AC1]: As per City Manager all employees should be treated the same when it comes to accruals.

Section 4. Employees, who upon the adoption of this Personnel Manual, have already accumulated annual leave in excess of the maximum accumulated leave specified above, shall not lose that accumulated leave, but no additional leave shall accrue unless and until the annual leave account falls below the maximum amount stated above.

Section 5. ~~This restriction shall not apply to FLSA exempt management employees, hired on or before December 31, 2015, whose annual leave utilization shall be managed by the City Manager.~~

Comment [AC2]: As per City Manager all employees should be treated the same when it comes to accruals.

Section 5. Annual leave will be administered as follows:

- A. Annual leave will be credited on a pro-rata basis using the date of hire of each employee.
- B. Annual leave may be used and shall be charged in one (1) hour increments for all employees.
 - 1) The City Manager is authorized to modify the increments charged if such is necessary as a matter of

administrative discretion. Any modification shall be done by a city-wide administrative directive.

- C. Annual leave may not be transferred between employees, unless any such leave donations is specifically authorized by the City Manager.
- D. Department Directors are authorized to schedule and approve annual leave giving due consideration to the staffing needs of the City and the interest of the employees.
- E. Employees on annual leave are subject to be recalled to duty if in the discretion of City management the staffing needs of the City warrant such a recall.

Section 6. Except as otherwise provided in this Manual, employees shall be paid their accrued annual leave.

Section 7. Accrued annual leave that is paid at the time of separation of employment will be paid at the permanent rate of pay of the individual employee.

CHAPTER 25. BEREAVEMENT LEAVE.

Section 1. An employee shall have three (3) working days of bereavement leave per calendar year.

- A. Bereavement leave may be used and shall be charged in one (1) hour increments for all employees.

Section 2. Bereavement leave shall be allowed when there is a death in the immediate family.

- A. "Immediate family" for bereavement purpose is defined as: spouse, son, daughter, parents, grandparents, brother, sister, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts, nephews and nieces, first cousins and anyone who actually resides in the household of the employee and is dependent on the employee for support. Exceptions for family relations not identified in this list may be granted by the City Manager on a case-by-case basis.
- B. Bereavement leave is for the purpose of attending funerals, making arrangements, or otherwise attending the affairs of the deceased. An employee may be requested to provide a copy of the obituary, or related documentation to validate the necessity of the absence.

Section 3. If additional leave for bereavement purposes is required, the employee may use annual leave or, if approved, leave without pay. Sick leave shall not be allowed for bereavement leave purposes.

Section 4. Temporary employees and part-time employees are not eligible for bereavement leave.

CHAPTER 26. PAID TIME OFF: SICK LEAVE

Section 1. General Policy. It is the policy of the City to grant sick leave with pay to eligible employees for the purpose of a bona fide illness of the employee. Use of sick leave for unauthorized purposes will be considered an abuse of sick leave and can subject an employee to disciplinary action up to and including termination.

Section 2. Sick leave accrual for eligible employees will be earned pro-rata at the rate of 10 hours per month of active employment.

Section 3. Sick leave will begin accruing on the date of initial employment for eligible employees.

Section 4. An employee must notify their Department Director or immediate supervisor upon learning that sick leave will be used. An employee is expected to provide as much advance notice as possible. Failure to do so is grounds for disciplinary action including dismissal.

A. Department Director may impose additional notification requirements peculiar to the needs of that Department.

Section 5. Accrual Policy. Sick leave may be accumulated without limitation, subject, however to the other limitations contained in this provision and this Manual.

A. An employee out on sick leave who is unable or unwilling to return to work for a period of **270 calendar days** shall be separated from employment as a non-disciplinary separation.

Section 6. The **270 calendar day** period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.

A. In other words, insubstantial appearances at work during the stated period that are determined by City management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

Section 7. An employee on sick leave who uses up all accrued sick leave benefits may request annual leave and/or family and medical leave without pay.

Section 8. Sick leave shall be administered as follows:

A. Sick leave will be credited pro-rata on the anniversary date of hire of each employee.

B. Sick leave utilization for all eligible employees shall be charged in one (1) hour increments.

- 1) The City Manager is authorized to modify the increments charged if such is necessary as a matter of administrative discretion. Any modification shall be done by a city-wide administrative directive.

Section 9. Sick Leave Abuse. City management may request and obtain verification of the circumstances surrounding use of sick leave from the employee at any time that sick leave is used, including but not limited to the requiring a presentation of a note from a recognized health care provider in connection with the utilization of sick leave time.

Section 10. An employee returning to work after taking sick leave in excess of two (2) working days shall submit a statement signed by a health care provider corroborating the legitimate utilization of sick leave by the employee within the same pay period of the absences in question.

Section 11. Further, an employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed, unless the utilization of sick leave is corroborated or excused by a health care provider in writing and submitted within the same pay period of the Holiday in question.

CHAPTER 27. SICK LEAVE PAY-OUT

Section 1. Sick leave shall be paid out in accordance with the following conditions:

- A. **Upon Retirement.** If an employee retires from the City in good standing pursuant to the Texas Municipal Retirement System guidelines, and the employee upon retiring has worked the last ten (10) years consecutively with the City of Pharr, then that employee will be paid for accrued sick leave in the amount of ninety (90) work days, plus one hour for every two hours in excess of 90 days.
- B. Employees, who separate from employment prior to retirement, whether voluntarily or involuntarily, will not receive sick leave pay out.
- C. In the event a City employee dies, whether on or off duty, with accumulated sick leave, payment for such accumulated sick leave shall be equivalent to that of an employee who retired in good standing (provided that the ten (10) year requirement is stated above would not apply) and any pay-out shall be to the persons in the first applicable category:
 - 1) To the employee's beneficiary as designated in writing;
 - 2) To the employee's widow or widower;
 - 3) To the employee's child or children;

- 4) To the employee's parent or parents or their survivors;
or
- 5) To the employee's properly appointed legal representative of the employee's estate.

Section 2. Accrued sick leave that is paid at the time of retirement of employment will be paid at the permanent rate of pay of the individual employee.

CHAPTER 28. ANNUAL LEAVE TO SICK LEAVE DONATION

Section 1. The City shall allow its employees the ability to donate accrued annual leave time for the benefit of another employee as sick leave as specified in this policy, once that employee's leave balances have been exhausted.

Section 2. All other paid leave of the employee receiving a donation must be exhausted before a donation of annual leave by another employee will be considered.

Section 3. Annual leave to sick leave donations may be implemented by a written request of a donating employee to the City Manager, specifying the amount of annual leave to be donated and the employee to whom the converted leave is being donated.

Section 4. Whether an annual leave to sick leave donation will be allowed, and the extent to which it is allowed in any particular case, shall fall within the sole and exclusive discretion of the City Manager.

Section 5. A donating employee who elects to donate accrued annual leave to be converted to sick leave for another employee shall have his or her annual leave accounted reduced by the amount of the donation. Donations shall be in increments of no less than eight (8) hours.

Section 6. Donated annual leave may not be taken back or otherwise returned to the donating employee. Donated annual leave, once donated, cannot be rescinded.

Section 7. Donated leave will be paid based on the hourly rate of the person receiving the donated hours

CHAPTER 29. WORKERS' COMPENSATION INJURY LEAVE

Section 1. The City is a subscriber under the Workers' Compensation Act. As such, the full benefits of the workers' compensation laws apply to City employees.

Section 2. The City is committed to an anti-retaliation policy to protect employees who properly invoke the provisions of the workers' compensation laws.

Section 3. Employees who are on workers' comp injury leave shall be receive the benefits provided for by law and that employee shall continue to hold a budgeted position with the City; provided, however, that such leave will be treated as unpaid leave.

- A. An employee on workers' comp leave shall not accrue sick or annual leave during the period that the employee is on workers' comp leave.
- B. An employee on workers' comp leave shall have the usual payments and deductions for insurances allowable to active employees, subject to appropriate deductions.

Section 4. Employees on workers' comp leave shall be entitled to receive full salary continuation by utilization of accrued paid leave (comp time (if any), sick leave, and annual leave) in this order. To implement this provision, workers' compensation checks must first be delivered or signed over to the City. An employee who exhausts all paid time off benefits shall receive only those benefits provided under workers' compensation plan.

Section 5. Section 4 – When an employee is out of work due to an injury while on the job, that employee may utilize his or her sick leave for the amount of time they are out of work (no more than 7 calendar days) for salary continuation purposes. If the employee is out of work for less than seven calendar days, their sick leave is not adjusted. If the employee is out of work more than seven calendar days, 70% of their sick leave will be returned to them and workers compensation insurance will compensate them up to 70%.

Section 6. An employee who is on workers' comp injury leave for a period of **270 calendar days** and who is unable within this period of time to return to work and perform the core duties of their position, and cannot be reasonably accommodated as required by law, will be terminated from their position of employment as a non-disciplinary separation.

Section 7. The **270 calendar day's** period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.

- A. In other words, insubstantial appearances at work during the stated period that are determined by City management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

Section 8. A non-disciplinary separation of employment under this provision is subject to an administrative appellate review if properly invoked by the employee in accordance with appeal procedures contained in this Manual.

CHAPTER 30. FAMILY AND MEDICAL LEAVE ACT (FMLA).

Section 1. The City is committed to implementation of the Family Medical Leave Act ("FMLA") to the fullest extent required by law.

Section 2. Invocation of FMLA should be done in accordance with procedures outlined in this Manual.

Section 3. The City's eligible employees are entitled to all leave, paid or unpaid, required by the Family and Medical Leave Act. FMLA leave shall qualify only under the following reasons, as defined by FMLA:

- A. To care for your child after birth, or placement for adoption or foster care;
- B. To care for your spouse, son, daughter, or parent, who has a serious health condition; or
- C. For a serious health condition that makes an employee unable to perform his or her job.
- D. Because of a qualifying exigency arising out of the fact that a spouse, child, or parent is on active duty or called to active duty for the National Guard or Reserves
- E. Because the employee is a spouse, child, parent, or next of kin of a covered service member with a serious injury or illness.

Section 4. FMLA leave for the birth, adoption, or placement of a child must be used within one year of the date of birth or placement.

Section 5. Qualifying FMLA leave will be paid leave if the employee has accrued paid time off, such as sick leave, annual leave, or compensatory time.

Section 6. Paid leave will be used concurrently with qualifying FMLA leave, and will be utilized in the following order:

- A. compensatory time;
- B. sick leave;
- C. annual leave.

Section 7. FMLA leave shall also be run concurrently with workers' comp injury leave, if the conditions for FMLA leave eligibility are met.

Section 8. If the accrued paid leave is not sufficient to cover the qualifying FMLA leave absence, the employee will go on unpaid leave status until the FMLA period is satisfied.

Section 9. Employee Request for FMLA Leave. Employees wishing to take FMLA leave must submit an Application for FMLA leave to their department Director as soon as possible prior to taking FMLA leave. If submission prior

to taking leave it is not possible, the Application must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department Director or from the personnel officer.

Section 10. The City requires medical certification to support a request for leave due to a serious health condition and may require additional medical opinions at the City's expense. If an employee fails to provide the required notice and medical certification, the City may deny the request for FMLA leave. An employee may also be required to furnish periodic reports on his or her status while on FMLA leave and of his or her intent to return to work.

Section 11. City Required FMLA Leave. When in the opinion of an employee's department Director, an employee's health is in such condition as to prevent the employee from performing assigned duties or as to present a significant health risk to other persons with whom the employee has contact in the course of the employee's job performance, an employee may, under the appropriate circumstances, be required to take FMLA leave. Such leave may be paid or unpaid, depending on the circumstances.

Section 12. Maintenance of City Benefits. The City will maintain the employee's health insurance coverage under the City's Group health plan while an employee is on FMLA leave on the same terms and conditions as for active employees.

Section 13. If deductions are being made from an employee's paycheck for health insurance for insured persons other than the employee, it is the Employee's responsibility to make arrangements to see that the premium payments continue to be made while the employee is on unpaid FMLA leave.

Section 14. When an employee returns to work from a FMLA leave status attributable to their own qualifying health condition, he or she must present a Fitness for Duty Report from a health care provider to the department Director or to the personnel officer. The employee will then be restored to the employee's former employment status to the extent required by the FMLA.

Section 15. An employee who is unable or unwilling to return to work after FMLA leave is completed or to present a fitness for duty report is subject to discipline and / or non-disciplinary suspension or separation, as the circumstances require.

CHAPTER 31. JURY DUTY & COURT PROCEEDINGS

Section 1. Employees who are placed under compulsory jury duty before any court of law will be excused from work with pay; provided, however, those employees receiving a notice of jury summons notify their supervisor as soon as possible.

Section 2. All jury duty must be verified by appropriate documentation. Employees who serve on a jury during regular working hours must immediately report to their supervisor when excused or released by the court with documentation verifying attendance to jury duty.

Section 3. If an employee does not report to work when excused or released by the court, the employee may not be paid for unexcused time off and may be subject to disciplinary action for failure to report to work.

Section 4. Witness Subpoenas. Employees subjected to court ordered subpoenas during working hours must notify supervisors of the subpoena and make arrangements with their supervisors to comply with the subpoena. Supervisors shall determine whether to allow work time or other time off (paid or unpaid, but not sick leave) to comply with the subpoena.

Section 5. In situations where an employee is involved in their personal proceeding, that employee must request and receive leave from work and must either go on unpaid leave or use their accrued annual leave.

CHAPTER 32. MILITARY LEAVE

Section 1. Employees who enter or are called to active duty with the armed forces of the United States or the Texas National Guard will be granted leave as required by law.

Section 2. Employees, who enlist, are inducted, or recalled to active military duty, shall provide to the department Director deployment orders or official notification.

Section 3. Employees on active military leave shall go on an unpaid leave status. Paid time off accruals, such as sick and annual leave shall continue to accrue so long as the active duty status is less than ninety (90) calendar days and stop if active duty is more than ninety (90) days.

Section 4. Paid time off accruals shall be abated if it appears that an employee will be on an active duty status greater than ninety (90) days. Health and insurance benefits shall continue to be provided, except that an employee must make arrangement to pay for those portions of benefits for which the employee is responsible through deductions.

Section 5. Employees returning from military leave will be entitled to such employment status and such benefits of their employment as required by state or federal law.

Section 6. All military training & deployment leave is based on a fiscal year basis.

CHAPTER 33. VOTING LEAVE.

Section 1. Employees may be allowed to use up to one (1) hour of administrative leave during duty time for the purpose of voting in local, state, and federal elections for political office, subject to the operational and staffing needs of the department.

CHAPTER 34. ADMINISTRATIVE LEAVE; PAID OR UNPAID

Section 1. In addition to the foregoing types of leave, the City Manager or any department Director may place an employee on administrative leave at their supervisory discretion when circumstances call for such a measure.

Section 2. Administrative leave may be paid, or unpaid, but paid leave under this provision shall generally be allowed only when further investigation into a contested matter is required before appropriate personnel action can be determined.

- A. If administrative leave with pay exceeds more than thirty (30) days, the employee will automatically move to an unpaid leave status.
- B. An employee on unpaid leave status may, upon written request and approval, utilize accrued paid time off in the form of comp time or annual time so as to continue to receive pay and benefits. Accrued sick leave may not be used for salary continuation purposes.

Section 3. Granting an employee a leave of absence is strictly discretionary and no employee is entitled to any such leave of absence. If a leave of absence is approved, the employee will be notified of the terms of that leave such as approved length, fringe benefits status during the leave, and the procedure to be followed on return from leave.

Section 4. An employee who has exhausted all earned sick leave, annual leave, FMLA leave, and any other leave, may be terminated from employment.

CHAPTER 35. PERFORMANCE EXPECTATIONS

Section 1. Performance. It is also the policy of the City of Pharr that all employees are expected to be qualified, ready, willing, and able to perform the job duties for the position that the employee holds.

Section 2. City management reserves the right to define the needs of the job positions, and employees are hired with an expectation that they can meet those needs. When the needs of a position change, the employee will be provided with a reasonable amount of training and orientation to meet those needs. If an employee is unable or unwilling to satisfy the needs of a job position, that employee may be involuntarily separated from that position.

Section 3. Discipline. It is the policy of the City of Pharr that all employees are expected to comply with the City of Pharr's standards of behavior and performance, as set forth in this policy manual, or as otherwise required by supervisory personnel, and that any non-compliance with these standards may result in an adverse personnel decision.

CHAPTER 36. PERFORMANCE EVALUATION

Section 1. City management may provide a performance evaluation on a regular or on an as needed basis to give employees an opportunity to better understand the duties of their positions and to meet the minimum standards of performance expected for the position.

Section 2. Formal performance evaluations shall be reduced to writing and provided to the employee. Nothing in this Personnel Policy precludes the use of verbal evaluations.

Section 3. An employee who consistently demonstrates an inability or an unwillingness to perform assigned duties, and who in the opinion of the employee's supervisor, department Director, or City Manager as appropriate, is either unwilling or unable to remedy this inability is subject to the full range of adverse employment actions set forth herein, up to and including termination.

CHAPTER 37. NON-DISCIPLINARY SEPARATIONS

Section 1. The City recognizes four basic types of non-disciplinary separations: 1) voluntary resignation; 2) voluntary retirement; and 3) lay-off and recall; and 4) separation based on an inability to fulfill the core functions of a city position.

Section 2. Resignation.

- A. An employee may leave the City service in good standing by submitting his or her resignation to the appropriate official at least ten (10) working days in advance of the proposed date of separation. The City Manager may waive any portion of the notice period.
- B. An employee resigning without giving the required notice shall be ineligible for re-hire for a period of one year.

Section 3. Retirement.

- A. Regular employees are afforded retirement under the Texas Municipal Retirement System.
- B. The conditions under which an employee becomes eligible for retirement is determined by the rules established under the Texas Municipal Retirement System (TMRS).
- C. Health Coverage Contribution Eligibility:
 - 1) A retired person and their dependent covered under the City's health insurance plan, prior to January 1, 2009, shall be entitled to continued coverage at the municipality's expense not to exceed \$275.00 per month for the retiree, and fifty percent of the cost of coverage for the dependent or \$225.00 whichever is less. When a retiree reaches the age of 65, the municipality will no

longer pay for the retiree's and dependent's health insurance. The City will only pay for the cost of the retiree's Medicare Advantage Plan coverage.

- 2) Any person employed with the City of Pharr prior to January 1, 2009, covered under the City's health insurance plan, that has been employed for not less than twenty (20) years with any municipality in the State of Texas that participates in the Texas Municipal Retirement System, that was employed with the City of Pharr for not less than ten (10) consecutive years, and reaches the age of fifty (50), shall be eligible upon retirement to receive continued health coverage at the expense of the municipality not to exceed \$275.00 per month. A dependent of an eligible retired person under this subsection shall not receive continued coverage at the expense of the municipality. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's health insurance.
- 3) Any person employed with the City prior to January 1, 2009 with no less than twenty five (25) years of consecutive classified service with the City of Pharr shall be eligible for continued individual health care coverage at the expense of the City not to exceed \$275.00 per month, regardless of age upon retirement up to the age of 65.
- 4) Any person eligible for continued coverage shall comply with the procedural requirements as may be applicable, and shall further execute any necessary authorizations allowing the City to electronically withdraw any payments owed on monthly premiums.
- 5) Any person eligible for continued coverage shall be subject to forfeiture or cancellation of continued coverage, at the expense of the municipality, upon becoming delinquent for monthly premiums. Should such cancellation or termination occur, the person will not be eligible for continued coverage. Please see Chapter 36, Section 3, subsection F for requirements
- 6) If a retired person elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage.
- 7) Dependents are not eligible for health benefit coverage once the employee is separated from the City.

D. Right to Purchase Continued Health Insurance Coverage:

- 1) A person to whom is retired is entitled to purchase continued health benefits coverage for themselves

unless they are eligible for group health benefits coverage through another employer, was involuntary separated from the municipality for misconduct, or has become delinquent at any time for payment of continued coverage. The coverage shall be provided under the group health insurance plan or group health coverage plan provided by or through the employing municipality to its employees.

- 2) To receive continued coverage, the person must inform the City in writing, not later than the day on which the person retires from the City that the person elects to continue coverage.

E. Level of Coverage:

- 1) Except as provided by Subsections E(2) and E(3), the level of coverage provided under this ordinance at any given time is the same level of coverage provided to current employees of the City at that time.
- 2) The City shall substitute Medicare supplement health benefits coverage as the coverage provided for them, after the date that the person becomes eligible for federal Medicare benefits. See under Section C(1).
- 3) The person may elect to continue coverage at a reduced level, if such coverage is offered by the City.

F. Payment for Coverage:

A person who is entitled to continued coverage is required to make automatic bank draft payments for the coverage not later than the 1st day of the month due. Payment must be made in full and will be made to the City. If a bank draft is not made and the City is not reimbursed (to include NSF Fee), it will result in automatic cancellation of coverage at the earliest possible month. It is not the City's responsibility to ensure the City receives payment, that responsibility lies directly with the covered person.

Section 4. Lay-Offs.

- A. While rare, the City may, due to budgetary constraints, have to layoff or terminate employees or accomplish a force reduction.
- B. Force reductions are not disciplinary actions and are therefore not subject to administrative appeal review.

Section 5. Inability to Fulfill Core Job Duties

- A. Employees who are unable to carry out the core duties of their position are subject to a separation from that position.
- B. A non-disciplinary separation is based on assessment by supervisory personnel that an employee, though willing, is simply

not qualified to carry out the duties of any particular position, because of a lack of physical ability, or a lack of other minimally required competencies for the position.

- C. An employee separated in a non-disciplinary separation may invoke the administrative appeal procedure provided for in this Personnel Manual.
- D. COBRA laws apply in this situation. For COBRA health coverage payment, see Chapter 37, Section 3, subsection C.

Section 6. Payment for Continued Health Insurance Coverage

For continued health coverage, payment is required. See Chapter 37, Section 3, subsection D for requirements.

CHAPTER 38. DISCIPLINE POLICY GENERALLY

Section 1. Employee conduct shall be evaluated with regard to three primary criteria as follows:

- A. Job Performance;
- B. Personal Conduct (on duty time); and,
- C. Personal Conduct (off-duty but affecting duty status).

Section 2. Job Performance. Job Performance focuses on the ability to perform the functions of the job to which an employee is assigned. Those job functions may evolve over time, as the needs and work of the City change, and a component of job performance necessarily includes the ability, and the willingness, to adapt to the changes that are required from time to time for the City to remain competitive.

Section 3. Personal Conduct at Work. Personal conduct at work relates to the social skills, manners, and ability of an employee to fit into a public sector work environment and to get along with other employees. Any conduct that negatively bears on the work environment and work morale will also bear negatively on an employee's qualifications to work in that environment.

Section 4. Personal Conduct Outside of Work. Personal conduct outside of work, while not ordinarily the focus of job performance or abilities, can and will be the basis of personnel action if it affects the employee in any area of work performance.

CHAPTER 39. GROUNDS FOR DISCIPLINE

Section 1. A supervisor, a department Director, or the City Manager as appropriate, may impose such discipline as is warranted under the circumstances of any particular case.

Section 2. Grounds for discipline include, but are not limited to the following types of misconduct:

A. Job Duty Related Conduct such as:

- 1) Excessive tardiness;
- 2) Excessive absenteeism;
- 3) Unauthorized absence;
- 4) Failure or inability to perform the duties of a job assignment;
- 5) Disobedience of lawful orders;
- 6) Neglect of or disregard of duties;
- 7) Failure to comply with any one or more of the City's policies, procedures, or directives set by management and/or supervisory personnel.

B. Social incompatibility conduct at work such as;

- 1) Insubordination or disrespectful conduct to a supervisor;
- 2) Confrontational or disrespectful conduct towards a co-worker or other employee;
- 3) Substance abuse, including alcohol;

C. Criminal conduct, whether on or off duty, such as:

- 1) Any misdemeanor complaint or indictment;
- 2) Any felony indictment;
- 3) Any misdemeanor deferred adjudication or conviction;
- 4) Any felony deferred adjudication or conviction.
- 5) Any conduct on duty that could constitute criminal misconduct if chargeable by prosecuting authorities, including falsification of records, acceptance of bribes, improper use of City property, and so forth.
- 6) Certain conduct off duty that could constitute criminal misconduct if chargeable by prosecuting authorities and which could bear a negative public perception about the qualifications of that employee to serve the City.

D. Any other conduct, either in connection with City business or of such a public nature that it adversely reflects on the City or the employee's ability to function satisfactorily as a City employee.

CHAPTER 40. DISCIPLINARY & TRAINING PROCEDURE

Section 1. The City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity

Pharr Personnel Policy Manual - 38 -

to improve. However, the City retains the right to administer discipline to address performance and conduct issues and concerns that arise with respect to particular situations.

Section 2. The types of progressive discipline include, but are not limited to the following procedures and protocols:

- A. A documented extension of probation no longer than the current probation period in force.
- B. Verbal warnings including a meeting with the employee to discuss the matter, inform the employee of the nature of the problem and the action necessary to correct it. A verbal warning may be documented in writing by supervisory personnel without notice of such documentation by the employee.
- C. Written reprimand to the employee describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action. A written warning or counseling shall be documented in the employee's personnel file and notice of this shall be given to the employee.
- D. Suspensions, with or without pay, including the issuance of a written reprimand and Notice of Suspension describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action up to and including termination.
- E. Demotion in salary, position or both, including the issuance of a demotion notice describing the reasons for such action.
- F. Dismissal including the issuance of a notice setting forth the grounds for and date of dismissal.

Section 3. Endorsement of a progressive discipline model does not restrict the authority of management to impose an appropriate level of discipline depending on the seriousness of any misconduct.

CHAPTER 41. SUBSTANCE ABUSE & DRUG TESTING

Section 1. It is the policy of the City of Pharr to maintain a drug-free workplace. The manufacture, distribution, dispensation, possession, concealment, use, sale or transfer of alcoholic beverages, inhalants, drugs or controlled substances, and the possession of drug-related paraphernalia or literature promoting the use of illegal drugs, while at work, on City premises (including parking lots) or worksites, in City vehicles, or while involved in City business, is prohibited.

- A. This same general policy applies to all positions that are appointed by the Board of Commissioners even though these are not paid positions.

Section 2. Strict compliance with this policy is a condition of initial and of continued employment. The City has a zero tolerance policy with respect to substance abuse of any type. Any detectable level of a controlled substance in a positive drug test shall subject an employee to disciplinary action, up to and including discharge.

Section 3. Prescription drugs prescribed by a licensed medical practitioner for the person using or possessing them and over-the-counter medications are not prohibited by this policy, provided that they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication's label.

- A. Provided, however, that any employee whose duties include operation of motor vehicles or machinery, taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which drug or medication is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his or her supervisor or the Personnel Officer prior to starting work or entering City premises or worksites.
- B. The supervisor or Personnel Officer will decide if the employee may remain at work or on City Premises or worksites and what work restrictions, if any, are deemed necessary. If the employee is determined unable to work, the absence will be considered as sick leave.

Section 4. Substance Abuse Testing. Employees are subject to substance abuse testing to the full limits allowed by state and federal law. Generally, the testing shall be under the following circumstances:

- A. Pre-employment: During pre-employment screening, applicants will be advised that they are subject to testing for illegal drugs. Any job offer will be contingent on passing a drug test (negative results). Applicants will be required to sign a consent form acknowledging this policy as a condition of employment and granting consent for such testing.
 - 1) Applicants who fail the test (confirmed positive results) will not be allowed to reapply until twelve (12) months after the date of the test and only then if they present evidence of their completion of a physician-approved rehabilitation program and consent to random testing for twelve (12) months after the effective date of their appointment.
- B. Probable Cause. If probable cause exists that any employee has used, possessed or is under the influence of alcohol, any drug, or any controlled substance, in violation of this policy, the employee shall be required to submit to any appropriate form(s) of testing allowed by law.

- C. Post-accident. Whenever a City employee is involved in an accident of any type, which the employee is subject to any appropriate form(s) of testing allowed by law as soon after the accident but no more than two (2) hours after the accident, particularly if the accident has resulted in damage to property or injury to persons.
- D. Random testing. Under the direction of the City Manager, random tests may be conducted on selected groups of employees, particularly those involved in law enforcement, fire suppression, or in other recognized safety sensitive positions. Any random test called by the City Manager shall be mandatory.
 - 1) Random selection shall be determined by a qualified outside service provider.

Section 5. Testing Procedures. When probable cause exists that an employee has used unauthorized controlled substances at any time or is under the influence of drugs or alcohol while on duty, the employee shall be required to submit to testing.

Section 6. The City will utilize its best efforts to utilize a responsible drug and substance abuse testing laboratory that satisfied the minimum criteria for implementation of drug testing policies, and which provides for a review procedure by a Medical Review Officer (MRO).

Section 7. If the employee timely and properly invokes a MRO review of a positive test result, and the MRO nullifies a confirmed positive test result, no further action will be taken against the applicant or the employee based on the positive test results standing alone.

- A. If the MRO's review determines there is no legitimate medical explanation for the confirmed positive result, the employee will be subject to disciplinary action up to and including discharge and applicants will not be eligible for employment.
- B. Further, negation of a positive test result by an MRO does not preclude the City from evaluating other incidental misconduct or performance issues that do not depend on the outcome of a test result.

Section 7. Discipline. Violations of the substance abuse policy will be grounds for termination.

Section 8. Treatment. Employees who believe they have a substance abuse problem are encouraged to seek treatment and counseling by any means possible, including through any available health plan benefits and the Employee Assistance Program that may be available through the City.

Section 9. Definitions under this policy shall be as follows:

- A. "Illegal drug" includes heroin, cocaine, crack cocaine, cannabinoids (marijuana, hashish, THC), and PCP (Phencyclidine), LSD (lysergic

acid diethylamide) or any other controlled substance not validly prescribed by a physician.

- B. "Controlled substance" includes all of the above illegal drugs plus any other substances covered by Schedules I through V of the Federal Controlled Substances Act (21 U.S.C. 801 at seq.) Or the Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code). Controlled substances include amphetamines, barbiturates, methadone, benzodiazepines, methaqualone, morphine, codeine, and anabolic steroids.
 - 1) A controlled substance is "unauthorized" if the employee does not have a valid prescription for that substance at the time of its use or possession.
- C. "City premises or worksites" include all property, buildings, structures, job sites (where an employee is working), parking lots, and means of transportation owned, leased, or otherwise used for City business including motor vehicles, equipment, or machinery.
- D. "Failing a drug test" is defined as a confirmation of initial test results which shows positive evidence of the presence of a prohibited substance in the body.
- E. "Passing a drug test" is defined as initial or confirmation test results which do not show evidence of the presence of an illegal drug or unauthorized controlled substance in the body.
- F. An employee who has a blood alcohol content of .05% while on duty will be presumed to be "under the influence of alcohol" and in violation of this policy.

Section 10. Acknowledgment of Compliance. Compliance with the City of Pharr's Alcohol and Drugs Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. Current employees will be required to sign an acknowledgment of understanding which will become part of each employee's personnel file.

CHAPTER 42. ANTI-SEXUAL HARASSMENT POLICY

Section 1. Policy Statement. It is the policy of the City of Pharr to provide a productive and professional work environment free from all forms of unlawful discrimination, including sexual harassment.

Section 2. The City prohibits any form of sexual harassment, whether verbal or physical, and without regard to whether the harasser or the victim is a supervisor, coworker, supplier, or customer. Employees should be aware that the laws prohibiting sexual harassment also contemplate same gender harassment as illegal.

Section 3. Employees found to have engaged in sexual harassment will be disciplined, up to and including dismissal, depending on severity of the misconduct.

Section 4. If the harasser is a supplier or customer, or other outside service provider, the City will take appropriate action to end the harassment and prevent future occurrences to the fullest extent of its authority.

Section 5. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Section 6. The following is a partial list of sexual harassment examples. Sexual harassment includes the following types of behavior, which is misconduct under the City's policies:

- A. Unwanted sexual advances.
- B. Offering employment benefits in exchange for sexual favors.
- C. Making or threatening reprisals after a negative response to sexual advances.
- D. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- E. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes of a sexual nature.
- F. Verbal sexual advances or propositions.
- G. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- H. Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- I. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Section 7. Employees must recognize that jokes, innuendos, and other horseplay that might otherwise be acceptable in a non-work environment amongst friends and colleagues is not necessarily acceptable conduct in a work environment.

Section 8. Because the potential for misunderstandings and other miscommunication is higher when Employees are at work, all Employees are hereby notified that they need to adhere to professional and more formal standards of behavior towards coworkers, friends, and colleagues while at work.

Section 9. Reporting Requirements. An employee who reasonably believes that he or she is being subjected to conduct or behavior in violation of state or federal law, as recognized by this policy, must take action and report these

concerns to appropriate supervisory personnel so that the concerns can be properly investigated and resolved.

CHAPTER 43. CITY EQUIPMENT AND PROPERTY

Section 1. General Policy Statement. Because all City equipment, of whatever nature, is acquired with public money, the care and usage of all City equipment is restricted for legitimate City business. Personal use of City equipment shall be kept to a minimum.

Section 2. Safety. See Safety Manual for reference.

Section 3. Telephone and Facsimile. It is the policy of the City that telephone, mail, and facsimile transmission facilities shall be available during working hours for effective communication involving City business. Accordingly, City facilities should not be used for personal telephone calls or personal mail except in cases of necessity.

- A. Use of the City's telephone lines should be confined to business calls. Personal telephone calls should be limited to those which are absolutely necessary and should be as brief as possible. This restriction on the use of telephones also applies to personal calls to fellow employees.
- B. When necessity requires that an employee make a personal long distance telephone call, the call should be placed throughout the telephone company operator and charged to the individual's home number, or placed collect.

Section 4. Mail and City Stationery. In order to avoid adding to the increasing volume of mail, employees should not use the City's address to receive personal mail. The City's stationery shall not be used for personal correspondence since any communication sent out on such stationery might be considered an official communication from the City.

Section 5. Internet and Email Use. See technology acceptable use policy for reference.

Section 6. All Other Equipment. All other City equipment of whatever nature, whether heavy equipment, tools, or office furniture, should be cared and maintained in a reasonable manner. Loss of or damage to any City equipment must be reported to supervisory staff. An employee may be held responsible for the cost of replacing or repairing City equipment that is lost or damaged.

CHAPTER 44. OPERATION OF MOTOR VEHICLES

Section 1. General Policy. It is the policy of the City that all employees required to operate motor vehicles in performance of City duties, do so in a safe and lawful manner.

Section 2. Condition of Employment. All employees required to operate motor vehicles or heavy equipment (whether employee owned or City owned) in performance of City business must possess the appropriate driver's license and insurance as a condition of their employment. Employees operating their own vehicles must possess the appropriate driver's license and carry the minimum amount of vehicle insurance required by law.

- A. An employee whose duties require the operation of a motor vehicle or heavy equipment, but who does not possess the appropriate driver's license and/or the required insurance or is not insurable shall be terminated from employment for not meeting the minimum conditions to hold the position.
- B. Suspension or revocation of the driver's license of an employee who is required to operate a vehicle or equipment as a normal part of their job may result in a transfer, if another position is available and if the employee qualifies for the position or, if no such transfer position is available, the termination of employment.

Section 3. An employee whose duties involve the operation of a motor vehicle and who becomes physically or mentally unable to safely operate a motor vehicle may be transferred to another position within the City, if one is available, or discharged.

Section 4. Any City employee required to operate a motor vehicle who is convicted of any of the followings violation shall be subject to immediate termination of employment:

- A. A plea of guilty or nolo contendere is considered the same as conviction for:
 - 1) Driving while intoxicated or under the influence of drugs or alcohol;
 - 2) Hit and run/failure to stop and render aid;
 - 3) Manslaughter with a motor vehicle; and,
 - 4) No license, improper or invalid driver's license.
- B. An employee whose duties require the operation of a motor vehicle and who is involved in any one or more of the following situation may be subject to immediate termination of employment:
 - 1) Two or more moving violations within one year of the initial infraction;
 - 2) Two or more at fault accidents within one year of the initial infraction;
 - 3) One at fault accident and one moving violation within one year of the initial infraction;
 - 4) One negligent collision resulting in serious bodily injury (hospitalization or death) or extensive property damage;

- 5) Provided, however, that an employee who submits a certificate of completion of a U.S. based certified defense driving course obtained on their own time and at their own expense may mitigate an adverse evaluation of that employee's employment status; but each situation will nonetheless be evaluated on its own merits.

Section 5. Any employee who receives a traffic citation or who is involved in a motor vehicular collision, regardless of how minor, while operating a motor vehicle on City business, shall if physically able, file a report of such incident with their immediate supervisor within twenty four (24) hours of the occurrence of such events or be subject to disciplinary action including termination.

Section 6. Unauthorized use of the City's motor vehicles is prohibited and is a ground for disciplinary action including termination of employment. City vehicles shall not be used for personal errands or for personal travel. Employees who are provided City motor vehicles for their use will use such vehicles only for City related business.

Section 7. City vehicles shall not be used to transport employees, clients, or others to political activities, to voting precincts or to any other activities outside of normal City requirements.

Section 8. See Safety Manual for additional reference.

CHAPTER 45. DRESS CODE

Section 1. General Policy. The dress standards reflect the pride and professionalism of the City of Pharr employees. The appearance of the employees impacts how citizens, customers, co-workers and the Elected Officials view the City. A good appearance is definitely an asset to the employee, to the City of Pharr, and to fellow employees. It is very important that all employees dress neatly and conservatively. Let good common sense be the employee's guide and avoid extreme dress wear, make-up, and hairstyles. The Department Director are responsible for implementing this policy and should explain dress code to each employee in order to effectively promote good appearance and a professional image.

The purpose of the policy is to establish guidelines and standards for proper attire for City of Pharr employees. The policy is applicable to all City employees unless covered by a collective bargaining agreement. If a Department Director, his or her delegated representative, or the Human Resources designee determines that an employee's personal appearance does not correspond to the dress code policy, the employee may be asked to leave the workplace and not return until he or she is properly dressed or groomed. Employees will not be compensated for any time missed because of failure to comply with the policy. Failure to comply with the dress code policy may subject the employee to disciplinary action.

Section 2. Attire Grooming Requirements.

- A. Department Director may allow employees to dress in a more casual fashion than is normally required on special work related occasions (i.e. moving boxes, supplies, records, heavy equipment and furniture, etc.). When necessary, reasonable accommodation may be made to an employee with a disability.
- B. The field/uniform attire is appropriate for employees who do not routinely interact with the public. The field uniform attire consists of City issued attire, where applicable, or collared shirts, jeans, work pants or safety clothing and equipment as required by the City of Pharr. The Department Director, depending on the job function, may authorize the wearing of field attire.
- C. The maintenance of uniforms will be at the discretion of the department. Uniforms that are excessively worn or damaged shall be replaced with other uniforms based on the determination of the supervisor. Lost or abused uniforms will be replaced at the employee's expense. The field/uniform employees are otherwise required to meet grooming, and hygiene standards.
- D. Field/Uniformed Departments
Bridge, Development Services, Events Center, Fire, Golf, Information Technology, Parks & Recreation Police, Public Utilities, and Public Works.
- E. Recreation staff including swimming pool staff may wear attire for the particular recreation/sports activities when engaged in such activities. Recreational staff are allowed to wear khaki or coaching shorts and clothing as appropriate to their job function. Shorts will only be worn by recreational staff at the discretion and rules set forth by the Department Director. Swimming attire must be fully covered when entering into an office atmosphere.

Section 3. Office Attire. Employees who work in an office setting must wear office attire during the normal business hours of operation. The office attire consists of appropriate clothing for a particular function of a department or business unit.

A. Office Attire Departments

Administration personnel for the following Departments: Bridge, City Manager's Office, Court, Development Services, Engineering, Events Center, Finance, Fire, Golf, Grants Management, Human Resources, Information Technology, Library, PAL, Parks & Recreation, PEDC, Police, Public Utilities and Public Works.

B. Guidelines for Office Attire – Male Department Director & Assistant Department Director

- 1) Department Director and Assistant Department Director Employees must wear a blazers, suits or sport coats with dress collar shirt and a tie. An exception is made for the Police & Fire Chief who may wear uniforms.

C. Guidelines for Office Attire – Male Employees

- 1) Dress collar shirts must be worn no lower than the second button from the collar
- 2) All shirts must have a collar, must be tucked into the slacks and of conservative style and color
- 3) Dress slacks or khaki pants must be worn with a belt
- 4) Dress shoes, leather boots (worn with socks)
- 5) Blazers, suits or sport coats are acceptable, but not mandatory

D. Guidelines for Office Attire – Female Employees

- 1) Business dresses, coat dresses are allowed
- 2) Two piece pantsuits (no hosiery is required)
- 3) Dresses will not be any shorter than three (3) inches above the knee
- 4) Sleeveless dresses and blouses must be worn with a jacket or sweater
- 5) Slits will not be any shorter than five (5) inches above the knee
- 6) Shirts, blouses, sweaters, skirts and slacks of a conservative style and color
- 7) Blouse or shirt tails should be tucked into the pant or skirt
Blouse or shirt blocked tails do not have to be tucked into the pant or skirt
- 8) Blouse or shirt must be worn no lower than the second button from the collar

Section 4. Business Casual Attire. The business casual attire is an optional style of dress attire that is permitted in designated special tasks. The work environment and/or individual duties performed by the employee will dictate whether business casual attire is permissible. It is essential that employees who dress in a business casual attire understand and adhere to the City's expectations for the standard dress code. The Department Director will determine whether business casual attire is appropriate depending on the employee's work area or position.

A. Guidelines for Business Casual Attire

- 1) Polo Shirt, collared shirt or sweater
- 2) Pullover collared polo shirts must be tucked into the slacks and of conservative style and color
- 3) Khaki or dress pants must be worn with a belt
- 4) Dress shoes or leather boots

Section 5. General Guidelines for Attire

- A. Shoes - Must coordinate with business attire. Should be kept polished and in good repair. Open toe (with straps) shoe styles are allowed. Footwear such as sandals, thongs, and mules are not allowed. Tennis shoes are not allowed.
- B. Belts - Belts are considered part of all business attire, unless the clothing is designed to be worn without a belt.
- C. Accessories - Jewelry must be tasteful, not excessive and must coordinate with business attire. Earrings are allowed. Eyebrow rings, nose rings, lip rings, tongue studs are prohibited. Two pair of earrings may be worn. Men are not allowed to wear earrings. Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn. Message buttons or pins are not permitted, except those issued by the City of Pharr and those approved by the Department Director.
- D. Hats & Caps - No hats allowed inside the office setting. No caps with logos except those issued by the City of Pharr. Caps and visors must be worn correctly to serve their purpose. Caps and visors worn upside down or sideways backwards are unacceptable.
- E. Glasses - Dark glasses may not be worn in-doors, unless required by a licensed physician and medical excuse is required.
- F. Name badge - Employees MUST wear their name badges at all times.
- G. Uniforms - Uniformed employees who have assigned uniforms must wear them at all times. Uniforms must be well maintained, clean and pressed. Belts must be worn as part of all uniforms. Shirts must be tucked in.
- H. Hair - Hair must be clean and neat in appearance and consistently maintained. Extreme hair color or hairstyle is prohibited. If hair is dyed, bleached, or tinted, it must be maintained (extreme hair colors that include but not limited to pink, green, blue, and purple are unacceptable). Sideburns, beards and mustaches must be neatly trimmed. Mohawks, spiked hair and dread locks are not permitted.
- I. Fingernails - Fingernails must be clean and neatly manicured. Nail length should not interfere with job performance.

- J. Fragrances - Fragrances must be subtle and in moderation. Offensive body odor and poor personal hygiene is not professionally acceptable.
- K. Makeup - Makeup should look natural. Subtle shades of cosmetics are acceptable.
- L. Tattoos - Only tattoos that are not offensive in nature are permitted. Facial tattoos are not acceptable with the exception of cosmetic permanent make-up.

Section 6. Unacceptable Attire.

- A. Party dress attire is not permitted
- B. Slits on short dresses and skirts are not permitted
- C. Tank top, halter top, cut-off and see-through blouses or shirts are not permitted
- D. Blouses/dresses (midriffs and backs must be covered)
- E. Revealing clothing such as bare midriffs, crop tops are not permitted
- F. Blouses with thin straps, camisoles, midriff are not permitted
- G. Low rider or hipster pants or slacks are not permitted
- H. Leggings, spandex pants and athletic wear are not permitted
- I. Tennis shoes, thongs, clogs, open toe flip flop sandals/shoes or bare feet are not permitted
- J. Sweatshirts/sweatpants, shorts and cut-offs are not permitted
- K. Faded or torn jeans are not permitted
- L. Low cut blouses, shirts and dresses are not permitted and no cleavage should be shown
- M. Blouses and shirts that are glittery or transparent are not permitted
- N. Dresses, blouses, shirts, pants, slacks or skirts that are too tight to the skin are not permitted
- O. Any apparel containing obscene slogans, foul language or other emblems or writing that may reasonably be expected to cause disruption or interference are not permitted

Section 7. Employees who are not appropriately attired may be counseled and requested by a supervisor to return home and change into appropriate attire. Violation of this dress code policy can serve as grounds for disciplinary action.

CHAPTER 46. PUBLIC AND MEDIA RELATIONS

Section 1. It is the policy of the City that public relations, contact with the media, releases of information, news releases and availability of City records and information shall be handled through a chain of command and in accordance with applicable law. Since a statement by any City employee to the public or to the news media may be interpreted as an official statement of the City administration, contact with the media, news releases and other releases of information concerning the City or any of its department is limited to managerial personnel given that responsibility.

Section 2. Public Appearances. Requests for a City employee to make a public appearance on behalf of the City shall be referred to the employee's Department Director who will evaluate the request and either permit or deny the employee permission to appear, taking into account the activity involved, the reason the employee's presence is requested, the area in which the employee is expected to be knowledgeable, and the employee's knowledge in such area. Questionable cases will be referred to the City Manager.

Section 3. News Media. The news media performs an important service for the public, which should be clearly understood by all City employees. It is the function of the news media to keep the public informed on matters of public interest, including the activities of the various departments and the employees of the City. Therefore, it is essential that information provided to the media be accurate, released only by the appropriate person or official, and handled in a professional manner.

Section 4. Any authorized statement to the media should be a factual recitation within the employee's knowledge and should comply with the following guidelines:

- A. No employee will make a statement to the news media during normal working hours without clearing the statement through their appropriate supervisory personnel.
- B. Statements to the news media made during working hours or at times other than working hours shall be limited to factual statements concerning matters of which the employee has first-hand knowledge.
- C. Records of the City shall be released to the public or the news media only in accordance with the requirements of the Texas Public Information Act and any applicable City's Ordinance relating to the release or production of records.
- D. Requests for information, questions or statements by the news media concerning matters of City policy, procedure or opinions shall normally be referred to the City Manager.
- E. Every effort will be made by all employees to cooperate fully with the news media concerning requests for information so long as the procedures set by this policy are followed.

- F. City employees shall be civil, orderly and courteous in their contact with the news media. Employees shall not use harsh, violent, coarse, profane or insolent language in any communication with the news media.

Section 5. All employees and representatives of the City should remember that they work for the public. At the same time, employees should remember that when they are contacted by anyone for information about the City, City employees, or officers or when requests are made for information or records, the procedures set out in this policy should be followed.

CHAPTER 47. CONFLICT OF INTEREST

Section 1. General Policy. It is the policy of the City that no employee shall engage in any activity or practice that creates an actual, or a perceived, conflict of interest with their position as a City employee.

Section 2. For purposes of this policy, a conflict of interest is defined as follows:

- A. **Outside interest causing a conflict of interest.** To hold, directly or indirectly, a position or a material financial interest in any outside concern from which the individual has reason to believe the City secures goods or that provides services competitive with the City. To compete, directly or indirectly, with the City in the purchase or sale of property or property rights, interests, or services.
- B. **Outside activities causing a conflict of interest.** To render directive, managerial, or consultative services to any outside concern that does business with, or competes with the services of the City, or to render other services in competition with the City.
- C. **Acceptance of gifts, gratuities, and entertainment causing a conflict of interest.** To accept gifts, excessive entertainment, or other favors from any outside concern that does, or is seeking to do, business with, or is a competitor, of the City, under circumstances from which it might be inferred that such action was intended to influence, or possibly would influence, the individual in the performance of their duties.
 - 1) This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and not related to any particular transaction or activity of the City.
- D. **Disclosure of inside information which causes a conflict of interest.** To disclose or use information relating to the City's business for the personal profit or advantage of the individual or their immediate family. Disclosure of inside information will not be made by the employee, nor by their immediate family.

Section 3. Procedure. An employee may not use their position with the City for any personal gain other than allowable compensation and benefits received from the City. This prohibition includes financial gain, political gain, or other favors, benefits, or gifts sought or bestowed because of a person's position with the City.

Section 4. An employee may not engage in any other business or commercial activity or be employed in private enterprises if such activities interfere with the performance of their duties with the City.

Section 5. An employee seeking outside employment shall submit a request to their supervisor who will forward the request with a recommendation for approval or disapproval to the Department Director. Such request shall not be approved unless employment will not adversely affect the employee's job performance with the City, will not result in a conflict of interest, and will not adversely reflect on the City. The Department Director shall return the request to the employee indicating whether the request has been approved or disapproved. The employee may appeal the Department Director's decision by filing a grievance with the City Manager. The action of the City Manager is final.

Section 6. An employee will not borrow money from or otherwise exploit or take advantage of other City employees. Included in this prohibition are such activities as selling items to City employees or accepting gifts from fellow employees other than items of nominal value that are clearly tokens of respect or friendship.

Section 7. An employee shall not purchase goods, supplies, services or equipment for the City without following the City's purchasing procedures policy. An employee will not accept any personal benefit, remuneration, gifts or favors from outside vendors of material value.

Section 8. An employee shall not use City personnel, equipment or supplies for personal gain nor shall an employee do personal work on City time.

Section 9. An employee will not accept gifts from any person or firm that is doing or seeking to do business with the City under circumstances from which it might reasonably be inferred that the purpose of the gift is to influence the employee in the conduct of the City business with the donor. Such gifts should be returned with a note of explanation.

- A. However, employees are not prohibited from accepting advertising novelties such as pens, pencils, and calendars, or other gifts of nominal value when the circumstances clearly show that the gifts are offered for reasons of personal esteem and affection and are not related to any particular transaction or activity of the City.

Section 10. Employees are prohibited from buying and selling items for personal profit on city premises.

Section 11. It is difficult to describe all of the situations which may arise involving a conflict of interest. If any employee has a question concerning a possible conflict of interest, the employee should advise their supervisor of

the situation. Questionable situations should be brought to the attention of the Personnel Officer or designee.

CHAPTER 48. POLITICAL ACTIVITY

Section 1. General Policy. It is the policy of the City to allow all employees the freedom to participate in governmental activities including political activities provided that such participation is done outside of employment hours and does not result in a conflict of interest.

Section 2. Procedures. No employee shall use their position or influence in any way for or against a candidate for public office.

Section 3. Employees shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way involved in soliciting and subscription, contribution or political service on behalf of any such candidate during working hours.

Section 4. Employees shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes during working hours.

Section 5. Strict compliance with this policy is a condition of initial and continued employment. The city has a zero tolerance policy with respect to political activity of any type. Any violations of this policy shall subject all employees to disciplinary action, up to and including termination.

CHAPTER 49. NO SMOKING POLICY

Section 1. General Policy. Smoking is not permitted in City buildings or facilities including specifically offices, restrooms, hallways, reception areas, garages, sheds, and motor vehicles.

Section 2. Smoking Restrictions. Employees may smoke outside while on designated breaks.

Section 3. Non-employee visitors will be directed to comply with the City's no smoking policy.

Section 4. Work breaks may be scheduled by supervisors to accommodate smokers in compliance with these policies and procedures covering such breaks.

Section 5. Smoking in City motor vehicles is prohibited.

Section 6. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers.

Section 7. All employees share in the responsibility for adhering to and enforcing the policy, but management will assure adherence to this policy.

Section 8. Conflicts should be brought to the attention of the immediate supervisor and, if necessary, the Department Director.

Section 9. In all cases, the right of a non-smoker to protect their health and comfort will take precedence over another employee's desire to smoke.

Section 10. This policy, and any violations thereof, shall be enforced through appropriate counseling and appropriate disciplinary action.

CHAPTER 50. ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS AND GRIEVANCES

Section 1. General Statement of Purpose. This Chapter addresses the City's administrative complaint and appeal procedures relating to EEO discrimination complaints, including sexual harassment, retaliation complaints, Whistleblower complaints, complaints regarding allegations or concerns of civil rights of employees protected under state and federal law, qualifying disciplinary appeals, and appeals from non-disciplinary termination or separation from employment. This Chapter also covers non-appealable administrative grievances.

Section 2. Complaint Procedure for Discrimination, Sexual Harassment and Retaliation.

- A. If any employee believes he or she is the subject of an employment action that is substantially motivated by unlawful discrimination or retaliation based on considerations of race, color, ethnicity, national origin, gender (sex discrimination, including sexual harassment), age, disability, religious belief, or any other characteristic protected by state or federal law, that employee may, and should, confront the person or persons believed to have been so motivated in their action by bringing the concern to the actor's attention.
- B. If such action does not resolve the concern or action believed to be improper, then the employee should immediately report the matter to his or her immediate supervisor or department Director.
- C. As an alternative, if the employee has a good faith reason to believe that reporting the conduct up the chain of command will not work, the employee may report the action directly to the City Manager or the City Manager's designee.
- D. Complaints about the City Manager and any other charter based appointment must be made in writing, addressed to the Mayor and Board of Commissioners, and filed with the City Clerk.

Section 3. Investigation of Complaints. To the fullest extent possible, disclosure of information concerning the complaint will be limited to persons with a need to know. However, the names of the complaining employee and the person alleged to have engaged in discriminatory, retaliatory or harassing behavior, as well as the circumstances of the alleged conduct, may have to be revealed during the course of the investigation in order to ensure that the investigation is as thorough and as fair as possible.

Section 4. Whistleblower Complaint Procedure. Under state law, Chapter 554, Texas Government Code, the City may not suspend or terminate the employment of, or take other adverse personnel action against, a public employee who in good faith reports a violation of law by the employing governmental entity or another public employee to an appropriate law enforcement authority.

- A. An employee who in good faith believes that he or she has suffered retaliation at work as a consequence of making a good faith report of a violation of law to an appropriate law enforcement authority, as provided by law, must first file an administrative appeal under the provisions of this Manual.
- B. This administrative exhaustion requirement is a prerequisite to the initiation of any judicial action. It is intended to provide the City with an opportunity to take corrective action before being required to answer in a court of law.
- C. Failure to file this administrative complaint procedure may result in the denial of any subsequent judicial relief.

Section 5. Each such complaint will be taken seriously and the management personnel who receive the complaint shall take the necessary and appropriate steps to see that the complaint is investigated and ultimately resolved. If the matter is not resolved at the department Director level, the matter may be appealed to the City Manager, whose determination of the matter shall be final.

CHAPTER 51. APPEAL PROCEDURES FOR CERTAIN TYPES OF COMPLAINTS AND PERSONNEL ACTIONS

Section 1. Employees, not on probation, may appeal only adverse personnel actions or other personnel decisions that result in a loss of a position or a loss of pay.

- A. Provided, however, that a reduction in force, a restructuring of a department, or changes in the design of a job function do not qualify as adverse employment actions;
- B. Provided further that employees on probation pursuant to an inter-departmental or intra-departmental transfer retain their appeal rights on terminations only.

Section 2. Personnel decisions relating to the job functions, job assignments, schedules, or the manner and method of carrying out work, and which carry no loss of pay or benefits, do not qualify as adverse personnel actions subject to this appeal procedure.

CHAPTER 52. Further, a verbal or written reprimand or warning, or any other form of counseling of an employee, is not an adverse personnel action under this Personnel Manual and is not subject to this appeal process unless it is accompanied by a loss of pay or benefits.

CHAPTER 52.

CHAPTER 52.

CHAPTER 52. APPEAL PROCESS & PROCEDURE

Section 1. Appeals brought under this Personnel Manual shall be to the City Manager, who shall be the final decision maker for all personnel decisions. The City Manager may designate another supervisory person to handle the appeal process.

Section 2. An appeal must be presented in writing within five (5) business days of the date of the action or decision being appealed.

Section 3. Although no specific form is required, the appeal must provide the minimum following information:

- A. the adverse action or decision that is the subject of the appeal;
- B. the date on which the action or decision was taken;
- C. the name and title of the of the person or persons who took the action or made the decision;
- D. an explanation of why the employee believes that the action was not warranted, not justified, or is otherwise deficient; and,
- E. a description of the remedy or relief the employee wants or requests as part of the appeal.

Section 4. The appeal form must be signed and dated by the employee filing the appeal to be effective. Verbal communications reflecting intent to appeal do not trigger the appeal process unless and until such intent is reduced to writing in accordance with the provisions of this Manual.

Section 5. In addition to the foregoing information, the employee may submit any information, such as documents, affidavits, or other evidence, that the employee believes should be considered as part the appeal.

Section 6. In considering the merits of an appeal, the City Manager may request and rely upon any investigative information and material generated by management staff. The City Manager may also request or conduct such further and additional investigation as he or she deems necessary and appropriate to evaluate the appeal, including a hearing on the appeal with the grieving employee.

Section 7. The City Manager has all the authority provided to this position under the City Charter, and may make any and all necessary determinations deemed necessary to resolve the appeal.

Section 8. The City Manager will issue a decision within a reasonable time after the appeal is lodged. If the City Manager determines that there will be a delay in making a decision, the employee shall be so advised. In addition, the appealing employee and the City Manager may, but need not, mutually agree to set deadlines as necessary.

Section 9. The written decision of the City Manager shall be final for all purposes. An employee is free to present new and additional evidence or information if necessary, and request reconsideration, but the City Manager's is under no obligation to keep the appeal open.

Section 10. In this regard, personnel decisions of the City Manager shall be final. There is no appeal procedure on personnel issues to the City Commission under this Policy Manual; provided, however, that nothing in this Manual is intended to derogate from whatever investigative authority the City Commission may have under the City Charter.

CHAPTER 53. OTHER GRIEVANCES & COMPLAINTS

Section 1. An employee may bring any grievance, complaint, or issue affecting his or her conditions of employment to the attention of an immediate supervisor at any appropriate time. This must be done in writing.

Section 2. If a grievance involves an adverse personnel decision or dissatisfaction with the outcome of a complaint regarding any covered type of discrimination (including sexual harassment) or retaliation, as set forth in City policy, then the grievance shall be treated as an appeal instead and handled through those channels.

Section 3. Grievances that do not involve any adverse personnel action, or any complaint regarding discriminatory or retaliatory behavior as those terms are defined at law, may be administratively investigated, and hopefully resolved, but there is no entitlement to the administrative appeal and review process, which is reserved strictly for personnel actions that result in a loss of pay or benefits as provided for in this Manual.

Section 4. All other grievances, complaints, issues shall be handled on as informal basis as possible. A supervisor may, but need not, investigate the complaint and, if warranted, may take appropriate action, including referring the grievance to his or her immediate supervisor following the chain of command.

Section 5. Department Directors are given wide discretion in the management of personnel within their department, and are encouraged to use informal grievances and complaints brought in good faith as a source of information to better manage and administer their department.

CHAPTER 54. MISCELLANEOUS MATTERS

Section 1. Travel Expenses & Reimbursement. City employees who are asked or required to travel in connection with the performance of their job related duties or on behalf of the City may request reimbursed for expenditures associated with such travel.

- A. **Travel Approval.** Directors must get approval to travel from the City Manager prior to any arrangements being made. Non-Directors travel requests will be approved by their Directors.
- B. Requests for reimbursement shall be reviewed by the City Manager.

Section 2. The scope and amount of travel expenses, including payment of any per diem amounts, shall be set by a separate City ordinance or resolution, which may be updated from time to time by the City Commission.

Section 3. Effective Date. The provisions of this updated personnel manual shall take effect upon their formal approval by the Board of Commissioners.

Section 4. Transition. The effect of final approval shall generally be immediate, except where a retro-active application is required by law, or in a situation where a prior version of this manual supplies a rule of decision.

CHAPTER 55. DEFINITIONS

As a general rule, where not specifically defined below, words and phrases contained in this Personnel Manual shall be read in context and construed according to the rules of American English grammar and common usage. For purposes of this Personnel Manual, the following specific definitions shall control:

ADA – American with Disabilities Act;

Active Employment - An employee is an active employee so long as that employee is appearing at work or is on paid leave status as defined in this policy. An employee who goes on unpaid leave status shall not qualify as an active employee.

Annual Leave – annual leave shall refer to paid time off for annual leave accrued under this police; previously referred to as vacation leave.

Board of Commissioners – refers to the elected officials under the City Charter consisting of the Mayor and City Commissioners; see also City Commission;

City - refers to the home rule municipality organized under the laws of the State of Texas known as the City of Pharr, Texas;

City Commission – refers to the elected officials under the City Charter consisting of the Mayor and City Commissioners; see also Board of Commissioners;

City Manager - refers to the City Manager appointed under the Charter or his or her designated representative.

City Management - refers to the City's management structure and includes all supervisory management personnel, at the level called for under the circumstances.

Department - refers to the administrative departmental structure of the City, as set by the City Commission and the City Manager from time to time.

Department Director - refers to the person in charge of an administrative department within the City's organizational structure.

Effective Date – refers to the effective date of this Personnel Policy Manual, as adopted by Resolution of the City Commission.

Employee – any person who receives compensation for services rendered to the City and such compensation is treated as salary, wages, or benefits subject to taxation by the state or federal government.

Employees of the Same Level – refers to employees who do not exercise any authority over each other.

FMLA - refers to the Family Medical Leave Act.

FLSA - refers to the Fair Labor Standards Act;

Health Care Provider – for purposes of this PPM shall refer to a doctor of medicine or osteopathy who is licensed and authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices.

Holiday Pay – refers to a regular rate of pay for each respective employee equivalent to one eight (8) hour shift for the holiday in question.

Holiday, Premium Pay – refers to a rate of pay that is equal to one time the regular rate of pay for the employee, and which is paid in addition to holiday pay defined above, but which is paid only for hours actually worked during a holiday period.

Overtime Pay – refers to a rate of pay that is equal to one and a half times the regular rate of pay calculated pursuant to Fair Labor Standards Act (FLSA) guidelines for determining a rate of pay.

Human Resource Department- refers to the personnel officer.

Managerial Staff – refers to any employees who, by job description, exerts any type of authority over another subordinate employee regardless of official title or pay grade.

MRO - refers to a Medical Review Officer as defined in this Manual.

Municipality – shall be defined as the City of Pharr, Texas.

Non-Professional Relationship – refers to a personal relationship between two or more employees that is unduly familiar and does not further the employee(s) job duties, or the employment mission of the City of Pharr.

Paid Time Off – refers to duty time for which an employee will be paid at their regular rate of pay even but are utilizing accrued leave time, such as annual leave, comp time, or sick leave while away from work.

Overtime Pay – refers to the rate of pay required to be paid by state or federal law, such as the Fair Labor Standards Act.

Personnel Officer - refers to the person or office charged with oversight responsibility over personnel issues on a City wide basis.

Personnel Policy Manual, Personnel Manual – refer to this Personnel Policy Manual.

Pro-rated – means to divide, distribute, or calculate in equal portions. For example, an annual salary of X shall be paid on a prorated basis in equal installments throughout the City's fiscal year.

Subordinate Employee – refers to any employee who is supervised by managerial staff.

Vacation Leave – also referred to as annual leave in this policy.

-end-

EXHIBIT "A"

RECEIPT AND ACKNOWLEDGEMENT FORM

I acknowledge receipt of a copy of the Personnel Policy Manual of the City of Pharr, Texas. I understand and agree:

- A. That this manual is the property of the City of Pharr and must be returned to the City upon the termination of my employment with the City, and that failure to do so will result in an employee's final pay being deducted \$20 for the cost of this manual.
- B. It is my obligation to understand all of the provisions of the manual. I can ask my Supervisor, my Department Director, or the Personnel Office any questions I have about this manual.
- C. The manual is not a contract and the information provided is subject to change by the City as the need arises.
- D. Acceptance of the provisions of this manual is a condition of my employment with the City. By accepting employment after the effective date of this manual or by remaining employed by the City after the effective date of this manual, I agree to be bound by the terms and conditions of the manual.

Employee's Printed Name

Employee's Signature

Date Received

Policy Manual No. _____

EXHIBIT "B"
TEXAS GOVERNMENT CODE Section 552.024
Public Access Option Form

The Public Information Act allows employee, public officials, and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information by checking off or initialing in the appropriate box:

Public Access Election	"Yes"	"No"
Home Address		
Home Telephone Number		
Social Security Number		
Information that reveals whether you have family members		

Printed Name

Date

Signature

EXHIBIT "C"
WAGE DEDUCTION AUTHORIZATION FORM

I recognize that during my employment or upon termination of my employment, I may owe the **CITY OF PHARR** money for a variety of reasons, including without limitations an erroneous overpayment of wages or other benefits and also property damages. Therefore, I, the undersigned employee of **CITY OF PHARR**, acknowledge in the event I owe any such moneys to the **CITY OF PHARR**, I hereby authorize the **CITY OF PHARR** to deduct such amounts from my wages during my employment or from my final wages due and owing upon termination or separation from employment.

I also understand and agree that if I fail or refuse to pay any such amount, **CITY OF PHARR** retains the right to pursue any applicable legal remedies, and may recover reasonable attorney fees and costs of litigation.

By signing this document, I certify I have carefully read and understand all of the authorizations and acknowledgements and voluntarily agree to be bound thereby.

Printed Name

Signature

Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: July 11, 2017

MEETING DATE: August 7, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution cancelling/re-scheduling the Regular City Commission meeting of Monday, September 4, 2017 due to Labor Day holiday.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Monday, September 4, 2017 is Labor Day therefore the City Commission meeting needs to be cancelled or re-scheduled.

Financial Consideration: N/A

Staff Recommendation: Staff recommends meeting be re-scheduled to Tuesday, September 5, 2017 at 4:00 p.m.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 07/11/2017
Final Approval - 08/02/2017

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

CITY OF PHARR {}

R E S O L U T I O N

NO: R-2017-

WHEREAS, Article III, Section 1 of the Charter of the City of Pharr authorizes the Board of Commissioners to fix the time for the two (2) regular meetings per month of the Board of Commissioners of the City of Pharr; and

WHEREAS, The Board of Commissioners have by motion made and seconded unanimously agreed to designate the time of 4:00 p.m. on every first and third (1st & 3rd) Monday of every month for the regular City Commission Meetings; and

WHEREAS, The City Commission Regular Meeting of Monday, September 4, 2017 needs to be cancelled or re-scheduled to _____ due to Labor Day holiday.

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

The meeting of the Board of Commissioners of Monday, September 4, 2017 is cancelled or scheduled for _____.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR this the 7st day of August, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Sonia Barajas, CDBG Secretary

DEPARTMENT: Grants Management &
Community Development

DIRECTOR: Raul Garza

Agenda Item: Consideration and action, if any, on Resolution for Community Development Block Grant (CDBG) Action Plan 2017-2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: N/A

Financial Consideration: N/A

Staff Recommendation: Staff recommends the Community Development Council recommendations as per Exhibit "A" . As per HUD, the CDBG office has completed its Citizen Participation Plan process and is therefore presenting the Action Plan 2017 recommendations to the City Commission for final approval.

Alternatives: N/A

ROUTING:

Sonia Barajas

Created/Initiated - 08/02/2017

Raul Garza

Approved - 08/02/2017

Karla Moya

Approved - 08/02/2017

Patricia Rigney

Approved - 08/02/2017

City Management Office

Final Approval - 08/03/2017

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

R E S O L U T I O N

NO. _____

WHEREAS, the City of Pharr, Texas has received formal notification from the U.S. Department of Housing and Urban Development (HUD) on its FY 2017-2018 Consolidated Plan Allocation, and

WHEREAS, the FY 2017-2018 City of Pharr Consolidated Plan Allocation from Community Development Block Grant has been set at \$1,115,492 by HUD

WHEREAS, the City of Pharr desires to award funds to the activities in the City as outlined in Exhibit "A".

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

SECTION 1: The Board of City Commissioners finds that the City of Pharr hereby submits its FY 2017-2018 Community Development One Year Action Plan to the U.S. Department of Housing and Urban Development.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to The One Year Action Plan.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE _____ DAY OF AUGUST, 2017

CITY OF PHARR

Dr. AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK

CITY OF PHARR 2017 ANNUAL ACTION PLAN
--

2017 PROPOSED CONSOLIDATED PLAN

HUD	ACTIVITY DESCRIPTION	RECOMMENDATION
03	<u>HOMELESS FACILITIES</u>	
	Salvation Army	\$ 4,000
03F	<u>PARKS & RECREATION FACILITIES</u>	
	Cesar Chavez Municipal Park	\$65,000
	Universal Municipal Park	\$20,000
03O	<u>FIRE STATION/EQUIPMENT</u>	
	Rescue Equipment	\$10,000
04	<u>CLEARANCE AND DEMOLITION</u>	
	Demolition Program	\$25,000
05	<u>PUBLIC SERVICES</u>	
	Food Bank of the RGV	\$ 10,000
	Early Childhood (Su Casa de Esperanza)	\$13,000
	Fire Prevention Material	\$ 5,000
	RGV Literacy Center	\$10,000
05A	<u>SENIOR SERVICES</u>	
	Amigos Del Valle	\$ 7,000
	Area Agency on Aging	\$ 3,000
	Silver Ribbon	\$ 4,000
05D	<u>YOUTH SERVICES</u>	
	Pharr Boys and Girls Club	\$42,000
	American Legion	\$ 2,000
05E	<u>TRANSPORTATION SERVICES</u>	
	Valley Metro Transit System	\$50,000
05N	<u>ABUSED AND NEGLECTED CHILDREN</u>	
	Children Advocacy Center	\$ 10,000
	CASA of Hidalgo	\$ 3,000
	Upper Valley Comm. Partners	\$ 3,000
14A	<u>REHABILITATION SINGLE-UNIT RESIDENCE</u>	
	Affordable Homes of South Texas	\$200,000
15	<u>CODE ENFORCEMENT</u>	
	Pharr Code Compliance	\$ 7,000
19F	<u>SECTION 108 LOAN</u>	
	6 TH Year Repayment	\$400,000
21A	<u>GENERAL PROGRAM ADMINISTRATION</u>	
	Planning and Administration	\$222,492
TOTAL		\$1,115,492



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: August 1, 2017

MEETING DATE: August 7, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Submission of 2017 Certified Rolls.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 08/01/2017

Karla Moya

Approved - 08/01/2017

Karla Moya

Approved - 08/01/2017

Patricia Rigney

Approved - 08/01/2017

City Management Office

Final Approval - 08/03/2017

2017 CERTIFIED TOTALS

Property Count: 28,220

CPR - CITY OF PHARR

Grand Totals

7/21/2017

8:33:58PM

Land		Value			
Homesite:		226,971,848			
Non Homesite:		886,614,402			
Ag Market:		156,199,732			
Timber Market:		0	Total Land	(+)	1,269,785,982
Improvement		Value			
Homesite:		618,819,361			
Non Homesite:		1,508,071,177	Total Improvements	(+)	2,126,890,538
Non Real		Count	Value		
Personal Property:	2,165		383,527,187		
Mineral Property:	727		4,707,726		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	388,234,913
					3,784,911,433
Ag	Non Exempt	Exempt			
Total Productivity Market:	156,199,732	0			
Ag Use:	1,310,891	0	Productivity Loss	(-)	154,888,841
Timber Use:	0	0	Appraised Value	=	3,630,022,592
Productivity Loss:	154,888,841	0	Homestead Cap	(-)	17,329,554
			Assessed Value	=	3,612,693,038
			Total Exemptions Amount (Breakdown on Next Page)	(-)	685,196,757
			Net Taxable	=	2,927,496,281

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	35,499,466	34,232,060	198,480.93	208,950.93	597		
DPS	379,083	379,083	2,395.84	2,438.27	6		
OV65	224,677,973	181,134,634	996,393.42	1,051,016.70	3,689		
Total	260,556,522	215,745,777	1,197,270.19	1,262,405.90	4,292	Freeze Taxable	(-) 215,745,777
Tax Rate	0.654000						
						Freeze Adjusted Taxable	= 2,711,750,504

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX

18,932,118.49 = 2,711,750,504 * (0.654000 / 100) + 1,197,270.19

Tax Increment Finance Value: 0

Tax Increment Finance Levy: 0.00

2017 CERTIFIED TOTALS

Property Count: 28,220

CPR - CITY OF PHARR
Grand Totals

7/21/2017

8:34:28PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	601	0	0	0
DPS	6	0	0	0
DV1	70	0	700,000	700,000
DV1S	2	0	10,000	10,000
DV2	35	0	343,500	343,500
DV2S	1	0	7,500	7,500
DV3	39	0	430,628	430,628
DV3S	1	0	10,000	10,000
DV4	103	0	1,219,184	1,219,184
DV4S	15	0	180,000	180,000
DVHS	105	0	10,523,021	10,523,021
DVHSS	8	0	899,639	899,639
EX	20	0	8,117,289	8,117,289
EX-XJ	1	0	582,328	582,328
EX-XU	2	0	548,774	548,774
EX-XV	679	0	565,607,540	565,607,540
EX366	331	0	45,818	45,818
FR	30	58,573,226	0	58,573,226
HT	1	102,078	0	102,078
OV65	3,589	35,116,732	0	35,116,732
OV65S	212	2,090,000	0	2,090,000
PC	1	89,500	0	89,500
Totals		95,971,536	589,225,221	685,196,757

2017 CERTIFIED TOTALS

Property Count: 28,142

CPR - CITY OF PHARR
ARB Approved Totals

7/21/2017

8:34:28PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	17,203		\$35,741,589	\$1,319,085,893
B	MULTIFAMILY RESIDENCE	791		\$12,768,386	\$193,368,510
C1	VACANT LOTS AND LAND TRACTS	2,604		\$24,368	\$134,483,492
C2	COLONIA LOTS AND LAND TRACTS	10		\$0	\$1,067,124
D1	QUALIFIED OPEN-SPACE LAND	242	3,077.0356	\$0	\$154,830,582
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	8		\$2,520	\$181,383
E	RURAL LAND, NON QUALIFIED OPEN SP	46	84.2325	\$53,323	\$8,205,349
F1	COMMERCIAL REAL PROPERTY	1,514		\$33,185,925	\$920,540,610
F2	INDUSTRIAL AND MANUFACTURING REA	16		\$8,775	\$12,224,125
G1	OIL AND GAS	403		\$0	\$4,527,761
J1	WATER SYSTEMS	1		\$0	\$1,979
J2	GAS DISTRIBUTION SYSTEM	10		\$0	\$3,120,308
J3	ELECTRIC COMPANY (INCLUDING CO-OP	34		\$0	\$17,232,440
J4	TELEPHONE COMPANY (INCLUDING CO-	9		\$0	\$4,984,979
J5	RAILROAD	4		\$0	\$86,950
J6	PIPELAND COMPANY	4		\$0	\$198,970
J7	CABLE TELEVISION COMPANY	2		\$0	\$6,700,280
L1	COMMERCIAL PERSONAL PROPERTY	1,864		\$0	\$305,135,495
L2	INDUSTRIAL AND MANUFACTURING PERS	81		\$0	\$10,934,843
M1	TANGIBLE OTHER PERSONAL, MOBILE H	2,299		\$2,220,220	\$49,350,373
O	RESIDENTIAL INVENTORY	42		\$0	\$713,246
S	SPECIAL INVENTORY TAX	118		\$0	\$30,270,905
X	TOTALLY EXEMPT PROPERTY	1,033		\$6,239,970	\$574,901,749
	Totals		3,161.2681	\$90,245,076	\$3,752,147,346

2017 CERTIFIED TOTALS

Property Count: 78

CPR - CITY OF PHARR
Under ARB Review Totals

7/21/2017

8:34:28PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	11		\$14,295	\$2,681,364
B	MULTIFAMILY RESIDENCE	31		\$1,095,855	\$11,270,211
C1	VACANT LOTS AND LAND TRACTS	9		\$0	\$3,042,106
D1	QUALIFIED OPEN-SPACE LAND	1	9.8500	\$0	\$1,369,150
F1	COMMERCIAL REAL PROPERTY	15		\$25,531	\$10,071,949
L1	COMMERCIAL PERSONAL PROPERTY	11		\$0	\$3,780,283
S	SPECIAL INVENTORY TAX	1		\$0	\$549,024
	Totals		9.8500	\$1,135,681	\$32,764,087

2017 CERTIFIED TOTALS

Property Count: 28,220

CPR - CITY OF PHARR

Grand Totals

7/21/2017

8:34:28PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	17,214		\$35,755,884	\$1,321,767,257
B	MULTIFAMILY RESIDENCE	822		\$13,864,241	\$204,638,721
C1	VACANT LOTS AND LAND TRACTS	2,613		\$24,368	\$137,525,598
C2	COLONIA LOTS AND LAND TRACTS	10		\$0	\$1,067,124
D1	QUALIFIED OPEN-SPACE LAND	243	3,086.8856	\$0	\$156,199,732
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	8		\$2,520	\$181,383
E	RURAL LAND, NON QUALIFIED OPEN SP	46	84.2325	\$53,323	\$8,205,349
F1	COMMERCIAL REAL PROPERTY	1,529		\$33,211,456	\$930,612,559
F2	INDUSTRIAL AND MANUFACTURING REA	16		\$8,775	\$12,224,125
G1	OIL AND GAS	403		\$0	\$4,527,761
J1	WATER SYSTEMS	1		\$0	\$1,979
J2	GAS DISTRIBUTION SYSTEM	10		\$0	\$3,120,308
J3	ELECTRIC COMPANY (INCLUDING CO-OP	34		\$0	\$17,232,440
J4	TELEPHONE COMPANY (INCLUDING CO-	9		\$0	\$4,984,979
J5	RAILROAD	4		\$0	\$86,950
J6	PIPELAND COMPANY	4		\$0	\$198,970
J7	CABLE TELEVISION COMPANY	2		\$0	\$6,700,280
L1	COMMERCIAL PERSONAL PROPERTY	1,875		\$0	\$308,915,778
L2	INDUSTRIAL AND MANUFACTURING PERS	81		\$0	\$10,934,843
M1	TANGIBLE OTHER PERSONAL, MOBILE H	2,299		\$2,220,220	\$49,350,373
O	RESIDENTIAL INVENTORY	42		\$0	\$713,246
S	SPECIAL INVENTORY TAX	119		\$0	\$30,819,929
X	TOTALLY EXEMPT PROPERTY	1,033		\$6,239,970	\$574,901,749
	Totals		3,171.1181	\$91,380,757	\$3,784,911,433

2017 CERTIFIED TOTALS

Property Count: 28,142

CPR - CITY OF PHARR

ARB Approved Totals

7/21/2017

8:34:28PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	15,296		\$34,245,422	\$1,246,432,111
A2	REAL, RESIDENTIAL, MOBILE HOME	1,964		\$1,496,167	\$72,653,782
B1	REAL, RESIDENTIAL, DUPLEXES	727		\$12,657,713	\$176,679,788
B2	REAL, RESIDENTIAL, APARTMENTS	77		\$110,673	\$16,688,722
C1	REAL PROPERTY: VACANT LOTS AND LA	2,548		\$24,368	\$123,096,256
C2	REAL PROPERTY: COLONIA LOTS AND L	10		\$0	\$1,067,124
C3	REAL, VACANT PLATTED RURAL OR REC	56		\$0	\$11,387,236
D1	REAL PROPERTY: QUALIFIED OPEN-SPA	242	3,077.0356	\$0	\$154,830,582
D2	RE PROPERTY FARMLAND RANCH IMPS C	8	2.5900	\$2,520	\$181,383
E1	REAL, FARM/RANCH, HOUSE	38		\$53,323	\$4,376,305
E2	REAL, FARM/RANCH, MOBILE HOME	2		\$0	\$137,399
E3	REAL, FARM/RANCH, OTHER IMPROVEME	8		\$0	\$3,691,645
F1	REAL, Commercial	1,514		\$33,185,925	\$920,540,610
F2	REAL, Industrial	16		\$8,775	\$12,224,125
G1	OIL AND GAS	403		\$0	\$4,527,761
J1	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$1,979
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	10		\$0	\$3,120,308
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	34		\$0	\$17,232,440
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	9		\$0	\$4,984,979
J5	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$86,950
J6	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$198,970
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$6,700,280
K1	FARM/RANCH PERS	1		\$0	\$7,140
L1	TANGIBLE, PERSONAL PROPERTY, COMM	1,864		\$0	\$305,128,355
L2	TANGIBLE, PERSONAL PROPERTY, INDU	81		\$0	\$10,934,843
M1	TANGIBLE OTHER PERSONAL, MOBILE H	1,971		\$2,203,533	\$47,669,260
M3	TANGIBLE OTHER PERSONAL	328		\$16,687	\$1,681,113
O1	INVENTORY, VACANT RES LAND	39		\$0	\$657,358
O2	INVENTORY, IMPROVED RES	3		\$0	\$55,888
S	SPECIAL INVENTORY	118		\$0	\$30,270,905
X	FULL EXEMPTIONS	1,033		\$6,239,970	\$574,901,749
	Totals		3,079.6256	\$90,245,076	\$3,752,147,346

2017 CERTIFIED TOTALS

Property Count: 78

CPR - CITY OF PHARR
Under ARB Review Totals

7/21/2017

8:34:28PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	11		\$14,295	\$2,681,364
B1	REAL, RESIDENTIAL, DUPLEXES	29		\$1,095,855	\$9,775,655
B2	REAL, RESIDENTIAL, APARTMENTS	3		\$0	\$1,494,556
C1	REAL PROPERTY: VACANT LOTS AND LA	7		\$0	\$2,074,616
C3	REAL, VACANT PLATTED RURAL OR REC	2		\$0	\$967,490
D1	REAL PROPERTY: QUALIFIED OPEN-SPA	1	9.8500	\$0	\$1,369,150
F1	REAL, Commercial	15		\$25,531	\$10,071,949
L1	TANGIBLE, PERSONAL PROPERTY, COMM	11		\$0	\$3,780,283
S	SPECIAL INVENTORY	1		\$0	\$549,024
	Totals		9.8500	\$1,135,681	\$32,764,087

2017 CERTIFIED TOTALS

Property Count: 28,220

CPR - CITY OF PHARR

Grand Totals

7/21/2017

8:34:28PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	15,307		\$34,259,717	\$1,249,113,475
A2	REAL, RESIDENTIAL, MOBILE HOME	1,964		\$1,496,167	\$72,653,782
B1	REAL, RESIDENTIAL, DUPLEXES	756		\$13,753,568	\$186,455,443
B2	REAL, RESIDENTIAL, APARTMENTS	80		\$110,673	\$18,183,278
C1	REAL PROPERTY: VACANT LOTS AND LA	2,555		\$24,368	\$125,170,872
C2	REAL PROPERTY: COLONIA LOTS AND L	10		\$0	\$1,067,124
C3	REAL, VACANT PLATTED RURAL OR REC	58		\$0	\$12,354,726
D1	REAL PROPERTY: QUALIFIED OPEN-SPA	243	3,086.8856	\$0	\$156,199,732
D2	RE PROPERTY FARMLAND RANCH IMPS C	8	2.5900	\$2,520	\$181,383
E1	REAL, FARM/RANCH, HOUSE	38		\$53,323	\$4,376,305
E2	REAL, FARM/RANCH, MOBILE HOME	2		\$0	\$137,399
E3	REAL, FARM/RANCH, OTHER IMPROVEME	8		\$0	\$3,691,645
F1	REAL, Commercial	1,529		\$33,211,456	\$930,612,559
F2	REAL, Industrial	16		\$8,775	\$12,224,125
G1	OIL AND GAS	403		\$0	\$4,527,761
J1	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$1,979
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	10		\$0	\$3,120,308
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	34		\$0	\$17,232,440
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	9		\$0	\$4,984,979
J5	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$86,950
J6	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$198,970
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$6,700,280
K1	FARM/RANCH PERS	1		\$0	\$7,140
L1	TANGIBLE, PERSONAL PROPERTY, COMM	1,875		\$0	\$308,908,638
L2	TANGIBLE, PERSONAL PROPERTY, INDU	81		\$0	\$10,934,843
M1	TANGIBLE OTHER PERSONAL, MOBILE H	1,971		\$2,203,533	\$47,669,260
M3	TANGIBLE OTHER PERSONAL	328		\$16,687	\$1,681,113
O1	INVENTORY, VACANT RES LAND	39		\$0	\$657,358
O2	INVENTORY, IMPROVED RES	3		\$0	\$55,888
S	SPECIAL INVENTORY	119		\$0	\$30,819,929
X	FULL EXEMPTIONS	1,033		\$6,239,970	\$574,901,749
		Totals	3,089.4756	\$91,380,757	\$3,784,911,433

2017 CERTIFIED TOTALS

Property Count: 28,220

CPR - CITY OF PHARR

Effective Rate Assumption

7/21/2017

8:34:28PM

New Value

TOTAL NEW VALUE MARKET:	\$91,380,757
TOTAL NEW VALUE TAXABLE:	\$84,964,166

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	35	2016 Market Value	\$10,300,546
EX366	HB366 Exempt	108	2016 Market Value	\$16,347
ABSOLUTE EXEMPTIONS VALUE LOSS				\$10,316,893

Exemption	Description	Count	Exemption Amount
DP	Disability	4	\$0
DPS	DISABLED Surviving Spouse	1	\$0
DV1	Disabled Veterans 10% - 29%	3	\$29,000
DV2	Disabled Veterans 30% - 49%	3	\$31,500
DV2S	Disabled Veterans Surviving Spouse 30% - 49%	1	\$7,500
DV3	Disabled Veterans 50% - 69%	1	\$10,000
DV4	Disabled Veterans 70% - 100%	6	\$72,000
DVHS	Disabled Veteran Homestead	5	\$496,887
DVHSS	Disabled Veteran Homestead Surviving Spouse	1	\$130,092
OV65	Over 65	121	\$1,180,000
OV65S	OV65 Surviving Spouse	7	\$70,000
PARTIAL EXEMPTIONS VALUE LOSS		153	\$2,026,979
NEW EXEMPTIONS VALUE LOSS			\$12,343,872

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			

TOTAL EXEMPTIONS VALUE LOSS	\$12,343,872
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New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,097	\$81,419	\$1,618	\$79,801
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,074	\$81,285	\$1,616	\$79,669

2017 CERTIFIED TOTALSCPR - CITY OF PHARR
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
78	\$32,764,087.00	\$24,300,036



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: August 1, 2017

MEETING DATE: August 7, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Notice of 2017 Tax Proposed Rate.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: State Comptroller of Public Accounts requires all cities to hold two public hearings when the proposed tax rate exceeds the effective tax rate. A record vote has to be taken and City has to announce dates of Public Hearings.

Financial Consideration:

Staff Recommendation: To approve proposed Public Hearings the following Dates:

1. August 21st, 2017 at 4:00 p.m.
2. August 28th, 2017 at 4:00 p.m.

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 08/01/2017

Karla Moya

Approved - 08/01/2017

Karla Moya

Approved - 08/01/2017

Patricia Rigney

Approved - 08/01/2017

City Management Office

Final Approval - 08/03/2017

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

A tax rate of \$0.6490 per \$100 valuation has been proposed for adoption by the governing body of City of Pharr. This rate exceeds the lower of the effective or rollback rate, and state law required that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.6490 per \$100
PRECEDING TAX YEAR'S TAX RATE	\$0.6540 per \$100
EFFECTIVE TAX RATE	\$0.6430 per \$100
ROLLBACK TAX RATE	\$0.7156 per \$100

The effective tax rate is the total rate needed to raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that City of Pharr may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

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

$$\text{Property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

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

Pablo (Paul) Villarreal, Jr.
City of Pharr Tax Assesor-Collector
2804 S Business Hwy 281
Edinburg, TX 78539
(956) 318-2157
propertytax@hidalgocountytax.org
<http://www.hidalgocountytax.org>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 21st, 2017 at 4:00 PM at City Hall, 118 S. Cage Blvd., Commissioners' Room, 2nd Floor.

Second Hearing: August 28th, 2017 at 4:00 PM at City Hall, 118 S. Cage Blvd., Commissioners' Room, 2nd Floor,

Purpose for Tax Increase:

The purpose for this year's tax increase is to increase Public Safety and Streets and Highways Budget.

CITY OF PHARR

NOTICE OF PUBLIC HEARING ON TAX INCREASE

The City of Pharr will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1%. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Monday, August 21th 2017 at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

The second public hearing will be held on Tuesday, August 28th, 2017 at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

Title	Name	YES	NO	Absent
Mayor	Ambrosio "Amos" Hernandez			
Mayor-Pro-Term	Bobby Carrillo			
Alternate Mayor-Pro Term	Eleazar Guajardo			
Commissioner	Ramiro Caballero			
Commissioner	Daniel Chavez			
Commissioner	Ricardo Medina			
Commissioner	Mario Bracamontes			

The average taxable value of a residence homestead in the City of Pharr last year was \$75,618. Based in last year's tax rate of \$.6540 per \$100 of taxable value, the amount of taxes Imposed last year on the average home was \$495.

The average taxable value of a residential homestead in City of Pharr this year is \$79,801. If the governing body adopts the effective tax rate for this year of \$.6430 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$513.

If the governing body adopts the proposed tax rate of \$.6490 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$517.

Members of the public are encouraged to attend the hearings and express their views.

All interest citizens of Pharr, Texas are urged to attend said hearing and present their views and suggestions. Persons desiring to speak during the Public Hearing shall sign in with the City Clerk no later than 5:00 p.m., of the close of business on the business day prior to the scheduled public hearing (Ordinance No. O-2010-32)

City of Pharr

Hilda Pedraza, City C



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 2,
2017

MEETING DATE: August 7, 2017

FROM: Marcela Beas, Administrative
Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on approval of the Bylaws of the Hidalgo County Regional Foreign Trade Zone.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on approval of the Bylaws of the Hidalgo County Regional Foreign Trade Zone.

Financial Consideration: None.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Marcela Beas
Victor Perez
Patricia Rigney
City Management Office

Created/Initiated - 08/02/2017
Approved - 08/02/2017
Approved - 08/03/2017
Final Approval - 08/03/2017

BYLAWS OF THE HIDALGO COUNTY REGIONAL FOREIGN TRADE ZONE

ARTICLE I.	PURPOSES
ARTICLE II.	MEMBERSHIP
ARTICLE III.	MEETINGS
ARTICLE IV.	BOARD OF DIRECTORS
ARTICLE V.	OFFICERS
ARTICLE VI.	RESIGNATIONS AND REMOVALS
ARTICLE VII.	VACANCIES
ARTICLE VIII.	PAYMENT OF DUES AND SUSPENSION OR EXPULSION OF MEMBERS
ARTICLE IX.	AMENDMENTS
ARTICLE X.	FISCAL YEAR
ARTICLE XI.	INSPECTION OF RECORDS
ARTICLE XII.	REGISTERED AGENT AND OFFICE
ARTICLE XIII	PARLIAMENTARY PROCEDURE
ARTICLE XIV	ACQUISITION AND INVESTMENT OF PROPERTY AND POWER TO CONTRACT ; INDEMNIFICATION
ARTICLE XV	COMPENSATION
ARTICLE XVI	CONFLICT OF INTEREST AND NEPOTISM
ARTICLE XVII	BUDGET
ARTICLE XVIII	DISSOLUTION

ARTICLE I. PURPOSES

A. The Hidalgo County Regional Foreign Trade Zone (the "Corporation") is organized and shall be operated exclusively as a business league, is not organized for profit, and no part of the net earnings will inure to the benefit of any private shareholder or individual, within the meaning of 26 U.S. Code, Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws); hereinafter referred to as Section 501(c)(6), and within such limits, to operate as a foreign trade zone (the "HCRFTZ") in accordance with applicable state and federal statutes for the following purposes:

1. To promote the competitiveness of businesses within HCRFTZ;
2. To promote activities involving domestic operations within the HCRFTZ;
3. To facilitate and expedite trade, retain and create jobs, encourage investment, manufacturing and logistics within the HCRFTZ;
4. Improve business conditions of international commerce within the meaning of Section 501(c)(6);
5. Improving channels of communication and understanding between the municipalities of Donna, Pharr, Edinburg, Weslaco, and the County of Hidalgo and their executive departments and agencies, and HCRFTZ operators and users;
6. Promoting, stimulating and improving the HCRFTZ and its usage as an integral and valuable tool in the international commerce of the United States.

B. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(6).

ARTICLE II. MEMBERSHIP

A. Membership shall be restricted to the following entities:

- i. City of Donna
- ii. City of Weslaco
- iii. City of Edinburg
- iv. City of Pharr
- v. Hidalgo County

B. Each Member has a single vote with respect to matters put to the Members for a vote. Member's voting rights are limited to:

- i. Approval of any fundamental action as such term is defined in Section 22.164 of the Texas Nonprofit Corporation Law; and
- ii. Any other matter the Board of Directors opts to put to the Members.

The Members as a group do not vote, however, on the appointment of Directors, which are appointed as set forth in Article IV below.

ARTICLE III. MEETINGS

A. Board of Directors Meetings. The Board of Directors shall meet quarterly, or more frequently as necessary, to conduct its affairs. In the event that such quarterly meeting is omitted by oversight or otherwise on the date herein provided for, the Board of Directors shall cause a meeting in lieu thereof to be held as soon thereafter as convenient, and any business transacted at such meeting shall be valid. Such subsequent meeting shall be called in the same manner as provided for the quarterly meeting.

B. Annual Meeting of Members. Annual meetings of the Members shall be held each year during the fourth quarter of the year (or at such other time as may be determined by the Chairman of the Board of Directors). The annual meeting of the Members may be held immediately before a meeting of the Board of Directors. As each Member has the right to appoint at least one Director (and as it is anticipated that the mayor or county judge of each Member entity, who is a Director, would also represent the Member at the Annual meeting), the Board of Directors may opt not to hold an annual meeting of the Members unless either (i) there is a matter to be voted on by the Members at that year's meeting or (ii) two Members request in writing a meeting of the Members.

C. Special Meetings of Board or Members. Special meetings of the Board of Directors or of the Members shall be held whenever called by the Chairman of the Board or by a majority of the Board of Directors. If not specified, a meeting will be deemed to be a meeting of the Board of Directors. Special meetings of the Members shall also be held whenever called by a majority of the Members.

D. Notice of Meetings. Written notice of all meetings of the Board of Directors stating the time, place and purposes for which such meeting is called, shall be given by or at the direction of the Chairman of the Board or Vice Chairman of the Board by mail and/or electronic transmission to each Director. Written notice of any special meeting of the Members stating the time, place and purposes for which such meeting is called, shall be given by or at the direction of the Chairman of the Board or by a Member calling such meeting to each Member. All meetings, notices and deliberations must be in compliance with the Open Meetings Act as set forth in Chapter 551 of the Texas Government Code.

E. Quorum; Voting. At any meeting of the Board of Directors a majority of all voting Directors shall constitute a quorum for the transaction of business. At any meeting of the Members, a majority of the Members shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the vote of those present shall be required for the passage of any motion, resolution or other matter put to a vote unless a higher percentage is required by these Bylaws. Unless the provision expressly provides that it is a vote of a certain percentage of all Directors or all Members, a provision calling for the vote of a certain percentage of the Board of Directors or of the Members shall mean a vote of that percentage of the Directors or Members, as the case may be, present at a meeting at which a quorum is present.

ARTICLE IV. BOARD OF DIRECTORS

A. Number: The Board of Directors shall consist of six (6) Directors, or such other number not less than three (3) as may be determined from time to time by a three-fourths (3/4^{ths}) vote of the Board of Directors; provided, however, that the number of Directors shall at least equal the number of Members.

B. Qualification; Term: Except as otherwise specified herein, each Director must be the Mayor or County Judge of a Member or, with respect to the sixth slot on the Board of Directors, a City Commissioner of the City of Weslaco. The initial Board of Directors is comprised of persons holding the following offices:

- i. Mayor, City of Weslaco
- ii. Mayor, City of Edinburg
- iii. Mayor, City of Pharr
- iv. Mayor, City of Donna
- v. County Judge, County of Hidalgo
- vi. City Commissioner, City of Weslaco

Each person's term as a Director shall end upon the end of such person's service in the office set forth above. With respect to the positions on the Board of Directors held by the officials listed in i. through v. above, the next person holding such office for the respective city or the county shall, without other action by the Board of Directors, become the next Director holding such position immediately upon taking such office. The sixth slot, which may only be held by a Weslaco City Commissioner, will be appointed by the City Commission of Weslaco, and such person shall hold the sixth slot on the Board of Directors until the earlier of the end of such person's service as a city commissioner of the City of Weslaco or the appointment by the City Commission of Weslaco of a different City Commissioner to such Director's slot. In the event of a vacancy, in accordance with Article VI and VII below, only the governing body of the respective Member may appoint a replacement to a Director's slot on the Board.

C. Management. The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors shall have the power to delegate its authority

over the day-to-day management of the Corporation to any officer or agent upon such terms as the Board of Directors shall determine, including to an Executive Director. The Board of Directors shall establish the policies of the Corporation and oversee the administration of the HCRFTZ by the Executive Director. The Board shall interpret these Bylaws when necessary. The Board shall decide on any matter that may be referred to it by the Chairman of the Board, Vice Chairman of the Board, Secretary/Treasurer, or by written communication and /or electronic transmission signed by any Director.

D. Initial Delegation to County. The County of Hidalgo will conduct the initial management of the Corporation. Such management services shall be provided through the Office of the Hidalgo County Judge or such other personnel as deemed appropriate by the County Judge. The County of Hidalgo shall be (i) compensated by the Corporation for its services at a rate agreed upon by the County of Hidalgo and the Board of Directors, (ii) reimbursed by the Corporation for any expenses and (iii) indemnified by the Corporation for its actions to the fullest extent allowed by law.

E. Executive Director. At such time as the County determines it is necessary to hire staff to conduct the business of the Corporation or otherwise declines to provide management services, the Board of Directors shall employ an Executive Director to serve as the Chief Operating Officer of the HCRFTZ. The Executive Director may employ, with the concurrence of the Board of Directors, such other full-time employees as may be necessary to conduct the business of the HCRFTZ. The Board of Directors shall control and approve funding for staff salaries. The Executive Director shall serve at the pleasure of the Board of Directors and pursuant to the terms of the Executive Director's written contract with the Corporation. The Executive Director shall supervise and control all of the business and affairs of the HCRFTZ and such duties as may be prescribed by the Board of Directors from time to time.

D. Attorney. The Board of Directors shall employ an attorney to represent the Corporation and advise the Board on all legal issues coming before the Board of Directors. The attorney must be independent of all Member entities and shall report directly to the Board of Directors. The Board of Directors shall approve funding, rate of pay and all other terms of the contract for the attorney.

E. Audit. An audit shall be conducted by a certified public accountant annually in accordance with standard accounting procedures. Said audit will be prepared in cooperation with the Hidalgo County Auditor. The Board of Directors shall select the accounting firm for the annual audit and shall approve funding, rate of pay and all other terms of the contract for the firm.

ARTICLE V. OFFICERS

A. Corporate Officers. Except as otherwise provided in these Bylaws or by the Board of Directors, each officer is elected by the Board of Directors. The officers of the Corporation shall consist of:

- i. Chairman of the Board (also known as the Chief Executive Officer or the President),
- ii. Vice Chairman of the Board (also known as the Vice President),
- iii. Secretary/Treasurer;
- iv. Executive Director (also known as the Chief Operating Officer), if any, and
- v. such other officers as the Board of Directors, shall, from time to time, deem necessary.

B. Term and Election. Other than the Executive Director, only a Director may be an officer. Each officer shall hold office until the first to occur of:

- i. the election of a successor to such office by the Board of Directors;
- ii. the end of such officer's term on the Board of Directors (except with respect to the Executive Director); or
- iii. until such officer's death, resignation or removal.

The Board of Directors may, but is not required, to hold elections of officers annually.

C. Chairman. It shall be the duty of the Chairman of the Board, in such person's capacity as the Chief Executive Officer, and in cooperation with the other officers, to oversee the implementation of the policies established by the Board of Directors. The Chairman of the Board shall enforce the provisions of the Bylaws and directives of the Board of Directors, and shall preside over all meetings of the Board of Directors and of the Members. The Chairman of the Board shall execute necessary agreements and contracts of the HCRFTZ following approval by the Board. The Chairman of the Board shall appoint the members of all committees and task forces and render an annual report to the Members. The Chairman of the Board shall perform all the duties commonly incident to the office and shall perform such other duties as the Board of Directors may designate.

D. Vice Chairman. It shall be the duty of the Vice Chairman of the Board to assist the Chairman of the Board to oversee the implementation of the policies established by the Board of Directors and be responsible for specific assignments delegated by the Chairman of the Board. The Vice Chairman of the Board shall carry out the duties of the Chairman of the Board whenever the Chairman of the Board is unable or unwilling to do so, including executing agreements approved by the Board.

E. Secretary/Treasurer. It shall be the duty of the Secretary/Treasurer to keep a record of all meetings of the Board of Directors and of the Members. The Secretary/Treasurer shall ensure that copies of minutes of all such meetings are prepared and mailed to the Directors as directed by the Chairman of the Board or Board of Directors. The Secretary/Treasurer shall serve as an elected officer, ensure that a list of Members, Directors and officers is maintained, and arrange for the publication of such lists as requested. The Secretary/Treasurer shall:

- i. cause to be kept full and accurate accounts of receipts and disbursements of the funds of the Corporation,
- ii. cause to be deposited all monies received in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, and
- iii. submit monthly financial reports and quarterly reports to the Board of Directors.

The Secretary/Treasurer shall cause an audit, in accordance with Section IV.E. above, to be conducted annually in accordance with generally accepted accounting standards and provide the audit report to the Board of Directors not later than 30 days after receipt from the independent auditor.

F. Other Officers; Additional Duties. Officers shall have such authority and perform such duties in the management of the Corporation as are provided in these Bylaws or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

ARTICLE VI. RESIGNATIONS AND REMOVALS

A. Any Director may resign as a Director and/or officer at any time by giving written notice to the Board of Directors. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Directors.

B. Any Director may be removed for cause from such person's position as a Director if the person misses three (3) consecutive meetings without a valid excuse. Written notice of such removal shall be sent to the governing body of the Member having the right to appoint a successor, informing the Member of the termination of such person's position as a Director and requesting that the elected body of the Member appoint another elected official who is a member of the governing body to fill the remainder of the term as Director in accordance with Article VII below.

ARTICLE VII. VACANCIES

A. Directors. As the office of any Director becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, if the office designated in Article IV is not, for any reason, filled by another individual, then the elected governing body of the Member whose slot on the Board of Directors is open shall select an elected official from that Member's elected governing body to fill the Member's open slot on the Board of Directors. The Board of Directors, by a majority vote, shall approve the successor who shall fill such vacancy until the next annual meeting.

B. Officers. Any vacancy occurring in any office of the Corporation by death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors.

ARTICLE VIII. PAYMENT OF DUES AND SUSPENSION OR EXPULSION OF MEMBERS

A. The amount of annual membership dues and due date for payment of such dues shall be determined by the Board of Directors. The amount of dues and the due date shall be the same for each Member.

B. Written notice of failure to pay dues shall be sent to any Member whose dues remain unpaid after thirty (30) days from the due date. Any Member that has received such written notice whose dues remain unpaid after ninety (90) days from the date due may be expelled from membership and its Director removed by the affirmative three-fourths (3/4^{ths}) vote of the Board of Directors.

C. A Member may be suspended or expelled from the Corporation for cause (other than nonpayment of dues) upon the affirmative three-fourths (3/4^{ths}) vote of the Board of Directors. The Member shall be given notice of the grounds for removal and an opportunity to be heard by the Board of Directors prior to the vote of the Board of Directors.

D. When a Member is expelled or suspended from the Corporation, the Member's Director (or in the case of Weslaco, Directors) will automatically be removed from the Board of Directors (and a quorum will be determined as if such slot on the Board of Directors did not exist). The Member will not be represented on the Board of Directors and will not be considered to be a Member for purposes of meetings or voting of Members. With respect to any such action pursuant to Section VIII.B. above, once the Member entity pays their fees, then, without the need for further action by the Board of Directors, the Director will be reinstated to the slot on the Board of Directors and the Member will regain their right to vote at a meeting of the Members. With respect to any other expelled or suspended Member, such membership may only be reinstated upon the affirmative a three-fourths (3/4^{ths}) vote of the Board of Directors.

ARTICLE IX. AMENDMENTS

These Bylaws may be amended or repealed by a three-fourths (3/4^{ths}) vote of the Board of Directors, provided notice of the proposed change is provided in the meeting agenda and a text of the proposed amendment is provided to each Director at least thirty (30) days prior to the meeting.

ARTICLE X. FISCAL YEAR

The fiscal year of the Corporation shall be January 1 through December 31.

ARTICLE XI. INSPECTION OF RECORDS

All books and records of the HCRFTZ shall be open for inspection to any Directors and Members. The public may request records but all responses to said information shall be subject to the terms of the Public Information Act as set forth in Chapter 552 of the Texas Government Code in effect at the time the request is received.

ARTICLE XII. REGISTERED AGENT AND OFFICE

The Corporation will continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Law. The name of the registered agent and address of the registered office may be changed from time to time by the Board of Directors. Provided the person consents to serve as registered agent, the registered agent shall be the County Judge of the County of Hidalgo.

ARTICLE XIII. PARLIAMENTARY PROCEDURE

The proceedings of Board of Directors and Members meetings shall be governed by, and conducted according to the latest edition of Robert's Rules of Order.

ARTICLE XIV. ACQUISITION AND INVESTMENT OF PROPERTY AND POWER TO CONTRACT; INDEMNIFICATION

A. The Corporation shall have the power and authority to acquire by purchase, gift or devise any character of property and shall have the power to obtain funds for the purpose of acquiring said property and paying the compensation thereof by issuing bonds or notes or other types of indebtedness.

B. Unless otherwise determined by the Board of Directors, to the extent allowed by law, any contractors of the Corporation will defend, indemnify, and hold harmless the Corporation and its Board of Directors from all damages, costs, expenses, and attorney fees for all claims and suits including claims and suits for death, personal injury and property damage, arising out of, or connected with, the work under the contract whether or not caused in whole or in part by the negligence of the Corporation, its Board of Directors, its agents or employees.

C. The Corporation may purchase, sell, and invest its funds and funds under its control in investments authorized under Subchapter 2256 of the Texas Government Code, otherwise known as the Public Funds Investment Act. The Board of Directors shall adopt, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

ARTICLE XV. COMPENSATION

Directors are not entitled to any compensation for serving on the Board of Directors but may be reimbursed for any necessary expenses incurred in conducting HCRFTZ business, including but not limited to travel, meals and housing or any other expenses, provided such necessary expenses are approved in advance by the Board of Directors. Any reimbursement must be in compliance with Section 501(c)(6) and the Texas Nonprofit Corporation Law.

ARTICLE XVI CONFLICT OF INTEREST AND NEPOTISM

A. If a Director has a substantial interest, as that term is defined in Chapter 171 of the Texas Local Government Code, in a business entity or real property, that Director shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest, and shall abstain from further participation in the matter if: (i) the action will have a special economic effect on the value of the business entity that is distinguishable from its effect on the public; or (ii) it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public. This affidavit must be filed with the Secretary/Treasurer of the Corporation. The Board of Directors must also comply with any and all other conflict of interest provisions in any applicable state or federal law or regulations.

B. The Board of Directors may not appoint or confirm any person to a paid position of any kind with the Corporation if that person is related to any Director within the third degree by affinity or the fourth degree by consanguinity as those terms are defined under Chapter 573 of the Texas Government Code. The Board of Directors may not make such an appointment even if the related Director abstains from voting. The Board of Directors must comply with any and all applicable state and federal laws or regulations concerning nepotism or any amendments thereof.

ARTICLE XVII BUDGET

Each year, by October 31, the Board of Directors or a committee appointed by the Board shall prepare and submit a draft of the next year's annual budget to the Members and the Board of Directors for review. After a public hearing, the Board of Directors shall approve the budget, with such revisions as determined by the Board of Directors, on or before December 31 for the upcoming year.

ARTICLE XVIII. DISSOLUTION

In the event of the winding up and termination of the Corporation, no Director shall be entitled to any distribution or division of its remaining property or proceeds, and the

balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be used or distributed exclusively for the purposes within the intent of Section 501(c)(6).

DIRECTOR



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Marcela Beas, Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on approval of the Hidalgo County Regional Foreign Trade Zone Certificate of Formation.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on approval of the Hidalgo County Regional Foreign Trade Zone Certificate of Formation.

Financial Consideration: None.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Marcela Beas
Victor Perez
Patricia Rigney
City Management Office

Created/Initiated - 08/02/2017
Approved - 08/02/2017
Approved - 08/03/2017
Final Approval - 08/03/2017

**CERTIFICATE OF FORMATION
FOR
THE HIDALGO COUNTY REGIONAL FOREIGN TRADE ZONE**

We, the undersigned natural persons, of the age of 18 years or more, acting as incorporators of a nonprofit corporation under the Texas Nonprofit Corporation Law adopt the following Certificate of Formation:

ARTICLE I - NAME

The name of the Corporation is Hidalgo County Regional Foreign Trade Zone.

ARTICLE II - DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III - PURPOSE

The Corporation is organized and shall be operated exclusively as a business league, is not organized for profit, and no part of the net earnings will inure to the benefit of any private shareholder or individual, within the meaning of 26 U.S. Code, Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws); hereinafter referred to as Section 501 (c) (6) and within such limits, to operate as a foreign trade zone (the "HCRFTZ") in accordance with applicable state and federal statutes for the following purposes:.

1. To promote the competitiveness of businesses within HCRFTZ;
2. To promote activities involving domestic operations within the HCRFTZ;
3. To facilitate and expedite trade, retain and create jobs, encourage investment, manufacturing and logistics within the HCRFTZ;
4. Improve business conditions of international commerce within the meaning of Section 501 (c) (6);
5. Improving channels of communication and understanding between the municipalities of Donna, Pharr, Edinburg, Weslaco, and the County of Hidalgo and their executive departments and agencies, and HCRFTZ operators and users;
6. Promoting, stimulating and improving the HCRFTZ and its usage as an integral and valuable tool in the international commerce of the United States.

ARTICLE IV - MEMBERS

The Corporation shall have five (5) members.

ARTICLE V - ASSETS

No part of the assets or net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to the HCRFTZ and to make payments and distributions in furtherance of the purpose and objects set forth in Article III hereof. The only distributions made are those allowable under 501 (c) (6).

ARTICLE VI - BOARD OF DIRECTORS

The regulation of the internal affairs of the corporation shall be carried on through its Board of Directors and prescribed according to its Bylaws; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be provided in the Bylaws. In furtherance and not in limitation of the powers conferred by statute, the corporation is expressly authorized to carry on its business and to hold annual or special meetings of its Board of Directors.

ARTICLE VII - PRIVATE PROPERTY

The private property of the incorporators, directors and officers shall not be subject to the payment of corporate debts to any extent whatever.

ARTICLE VIII - NONPROFIT

Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws or the Texas Nonprofit Corporation Act.

ARTICLE IX - DISSOLUTION

Upon dissolution of the corporation, all of its assets and property of every nature and description remaining after the payment of all liabilities and obligations of the corporation (but not including assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution) shall be paid over and transferred to the HCRFTZ, or if this entity is no longer in existence to

one or more organizations which engage in activities substantially similar to those of the corporation and which are then qualified for exemption from federal income taxes as organizations described in Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent federal tax laws).

ARTICLE X - REGISTERED AGENT AND REGISTERED OFFICE

The street address of the initial registered office is: 100 East Cano, Suite 204 Edinburg, Texas 78537 and the registered agent of the Corporation is Ramon Garcia.

ARTICLE XI - AMENDMENTS

The corporation reserves the right to amend, change or repeal any provision contained in these Articles or to merge or consolidate this corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the corporation is formed, and all rights herein conferred or granted shall be subject to this reservation. Any amendment, change or repeal of any provision in these Articles will be by a simple majority of the members.

ARTICLE XII-MANAGEMENT

The management of the affairs of the Corporation is vested in the Board of Directors. The number of directors constituting the initial board of directors is six (6). The number of directors may be changed in the manner set forth in the Bylaws, provided that the number shall not be less than three (3). The names and addresses, of the persons who are to serve as the directors until the first annual meeting of members or until their successors are elected and qualified are:

1. David Suarez (Mayor, City of Weslaco)
255 S. Kansas
Weslaco, Texas 78596
2. Richard Garcia (Mayor, City of Edinburg)
415 W. University Dr.
Edinburg, Texas 78541
3. Ambrosio Hernandez (Mayor, City of Pharr)
118 S. Cage
Pharr, Texas 78577
4. Irene Munoz (Mayor, City of Donna)
307 S. 12th Street

Donna, Texas 78537

5. Ramon Garcia (County Judge, County of Hidalgo)
100 E. Cano, 2nd Floor
Edinburg, Texas 78549
6. _____ (City Commissioner, City of Weslaco)
255 S. Kansas
Weslaco, Texas 78596

ARTICLE XIII - INCORPORATORS

The name and address, including street and number, of each incorporator is:

1. David Suarez-255 S. Kansas, Weslaco, Texas 78596
2. Richard Garcia-425 W. University Drive, Edinburg, Texas 78541
3. Ambrosio Hernandez-118 S. Cage, Pharr, Texas 78577
4. Irene Munoz – 307 S. 12th Street, Donna, Texas, 78537
5. Ramon Garcia – 100 E. Cano, 2nd Floor, Edinburg, Texas 78549

IN WITNESS WHEREOF, the undersigned have executed these Articles
as of this _____ day of _____, 2017.

INCORPORATORS:

David Suarez

Richard Garcia

Ambrosio Hernandez

Irene Munoz

Ramon Garcia



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: August 2,
2017

MEETING DATE: August 7, 2017

FROM: Marcela Beas, Administrative
Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on the approval of Mayor Dr. Ambrosio Hernandez' appointment to serve on the Hidalgo County Foreign Trade Zone Board of Directors.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on the approval of Mayor Dr. Ambrosio Hernandez' appointment to serve on the Hidalgo County Foreign Trade Zone Board of Directors.

Financial Consideration: None.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Marcela Beas
Victor Perez
City Management Office

Created/Initiated - 08/02/2017
Approved - 08/02/2017
Final Approval - 08/03/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration, if any, on purchase of furniture for the South Pharr Development and Research Center.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: South Texas School Furniture provide a proposal and a quote for the South Pharr Development and Research Center furniture installations.

The regular Library Advisory Board and the South Pharr Outreach Library Board have approved the furniture selections.

Financial Consideration: Upon approval, purchase order will be requested and provided to vendor to secure furniture purchase. Funds for this purchase have been requested for FY 2017-2018. Payment will be provided after furniture installation.

Staff Recommendation: Recommend to proceed with furniture purchase from South Texas School Furniture as recommended by staff and both library boards.

Alternatives:

ROUTING:

Adolfo Garcia

Created/Initiated - 08/02/2017

Adolfo Garcia

Approved - 08/03/2017

Karla Moya

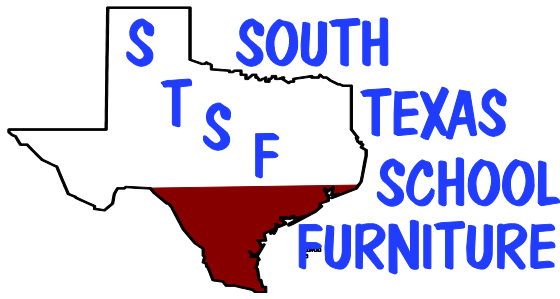
Approved - 08/04/2017

Patricia Rigney

Approved - 08/04/2017

City Management Office

Final Approval - 08/04/2017



107 North Main
Hallettsville, TX 77964
800-353-3685
361-798-4365-fax
www.texaslibrary.com



BuyBoard #503-16

TO:

Mr. Adolfo Garcia
Director of Library
City of Pharr
121 Cherokee St.
Pharr, TX 78577

Date: 3/20/2017
Quote No.: Q-16-DM0024R4
Sales Rep: Dave Martinez

REF: Pharr Memorial Library

Dear Mr. Garcia:

We would like to quote a price for the following library furniture:

ITEM #	QTY	MFR / MODEL #	DESCRIPTION	WxHxD	UNIT PRICE	TOTAL PRICE
LIBRARY						
1	3	Tesco #6501-152-152	SF Shelving Starter - 36x72x12 back - 5 metal shelves - canopy top		\$ 420.00	\$ 1,260.00
2	9	Tesco #6502-152-152	SF Shelving Adder - 36x72x12 back - 5 metal shelves - canopy top		\$ 330.00	\$ 2,970.00
3	1	Tesco #6501-152-162	SF Shelving Starter - Magazine - 36x72x12 back - 4 flat - 4 sloped metal - canopy top		\$ 460.00	\$ 460.00
4	5	Tesco #6502-152-162	SF Shelving Adder - Magazine - 36x72x12 back - 4 flat - 4 sloped metal - canopy top		\$ 375.00	\$ 1,875.00
5	7	Tesco #6503-157-153	DF Shelving Starter - 36x72x24 back - 10 metal shelves - canopy top		\$ 730.00	\$ 5,110.00
6	14	Tesco #6504-157-153	DF Shelving Adder - 36x72x24 back - 10 metal shelves - canopy top		\$ 570.00	\$ 7,980.00
7	3	Tesco #6583-137-253	DF Mobile Shelving Starter - 36x48x24 back - 6 metal shelves - continuous top		\$ 605.00	\$ 1,815.00
8	3	Tesco #6584-137-253	DF Mobile Shelving Adder - 36x48x24 back - 6 metal shelves - continuous top		\$ 505.00	\$ 1,515.00
A	12	Tesco #4913-894-310	Rectangle Table - 72x29x36 apron - bullnose edge		\$ 510.00	\$ 6,120.00
B	3	Tesco #4321-36-10P	DF Magazine Rack - 36x40x26 panels ends - 10 pockets (5 per side)		\$ 1,325.00	\$ 3,975.00
G	1	Tesco #4212-273-385	DF Computer Station Starter - 36x36x60 full panel - adjustable work height - bullnose edge		\$ 1,440.00	\$ 1,440.00

ITEM #	QTY	MFR / MODEL #	DESCRIPTION WxHxD	UNIT PRICE	TOTAL PRICE
H	3	Tesco	DF Computer Station Adder - 36x36x60	\$ 1,085.00	\$ 3,255.00
		#4222-273-385	full panel - adjustable work height - bullnose edge		
C	2	Tesco	DF Carrel Starter - 36x45x60	\$ 1,430.00	\$ 2,860.00
		#4212-293-325	full panel - full height - no shelf - 29" work height - bullnose edge		
D	10	Tesco	DF Carrel Adder - 36x45x60	\$ 1,260.00	\$ 12,600.00
		#4222-293-325	full panel - full height - no shelf - 29" work height - bullnose edge		
E	4	Tesco	Deluxe Double Pedestal Desk - 60x30x30	\$ 1,260.00	\$ 5,040.00
		#4761-492-361	box/box/file pedestal - file/file pedestal - center drawer - lock - bullnose edge		
F	3	Tesco	Square Table - 48x29x48	\$ 445.00	\$ 1,335.00
		#4912-696-310	apron - bullnose edge		
J	1	Tesco	SF Computer Workstation Starter - 72x36x30	\$ 1,100.00	\$ 1,100.00
		#4211-277-382	panel ends - 27" work height - bullnose edge		
K	2	Tesco	Work Table with TV Stand - 72x36x36	\$ 2,420.00	\$ 4,840.00
		#0000	wire chase - power - round metal legs - monitor not included		
CD	1	Tesco	Circulation Desk Assembly		
			modular units - continuous top - bullnose edge		
CD-EP	2	Tesco	Finished End Panel - 32"h	\$ 130.00	\$ 260.00
		#4481-36-32			
CD-PL	24	Tesco	Patron Ledge - 16"h	\$ 175.00	\$ 4,200.00
		#4490			
CD1	1	Tesco	Book Return -36x32x30	\$ 570.00	\$ 570.00
		#4444-36-32	front slot		
CD2	1	Tesco	Booktruck - 27x27x22	\$ 740.00	\$ 740.00
		#4445	depressible		
CD3	2	Tesco	90° Square Corner - 32"h	\$ 655.00	\$ 1,310.00
		#4450-32	closed front		
CD4	2	Tesco	Desk - 60x32x30	\$ 1,215.00	\$ 2,430.00
		#4427-60-32	level top - kneespace - box/file pedestal		
CD5	1	Tesco	Drawer Storage - 36x32x30	\$ 1,735.00	\$ 1,735.00
		#4440-36-32	4 file drawers - lock		
CD7	1	Tesco	Open Storage - 36x32x30	\$ 740.00	\$ 740.00
		#4430-36-32	2 adjustable shelves		
CD8	1	Tesco	Hinged Door Storage - 36x32x30	\$ 1,340.00	\$ 1,340.00
		#4429-36-32	1 adjustable shelf - 2 file drawers - lock		
CD9	1	Tesco	Full Width Drawer Storage - 36x32x30	\$ 1,230.00	\$ 1,230.00
		#4434-36-32	hinged doors - 1 adjustable shelf - lock		

ITEM #	QTY	MFR / MODEL #	DESCRIPTION WxHxD	UNIT PRICE	TOTAL PRICE
9	116	Jasper Chair #7000-3L-SBC	17.5" Sled Base Chrome Chair maple - 3L cut out option	\$ 170.00	\$ 19,720.00
10	8	Lesro #F1401G6	Somerset Guest Chair grade 4 healthcare vinyl	\$ 610.00	\$ 4,880.00
11	4	Lesro #F1250T5	Somerset End Table - 20x20.5x20	\$ 200.00	\$ 800.00
12	6	Sitwell #I-27-CP-T-OB	Image Mid Back Task Chair grade 1 Dillon vinyl	\$ 290.00	\$ 1,740.00
13	6	Sitwell #I-18	Image Guest Chair grade 1 Dillon vinyl	\$ 260.00	\$ 1,560.00
14	10	Safco #4753	Zynergy Balls vinyl	\$ 175.00	\$ 1,750.00
15	6	HPFI #HPT5834FABM540	Evette Child-size Curved Bench Chair Marigold vinyl	\$ 770.00	\$ 4,620.00
16	2	HPFI #HPT 5882MFABM540	Evette Child-size Oval Table with Mahogany laminate top - upholstered base Marigold vinyl	\$ 1,095.00	\$ 2,190.00
17	2	HPFI #HPT 5874FABM540	Evette Child-size Club Chair Marigold vinyl	\$ 935.00	\$ 1,870.00
LOBBY					
18	6	Palmer Hamilton #STORY2930RD-C-EG	Round Mobile Table - 30diax29"h 2nd story X base - casters - metallic silver base - standard laminate top	\$ 580.00	\$ 3,480.00
19	18	Palmer Hamilton #MSS-W-Metal Back	Metal Back Chair standard height - metal frame - wood seat	\$ 160.00	\$ 2,880.00
20	2	Palmer Hamilton #STORY422436-EG	Rectangle Mobile Table - 36x42x24 4th story T base - pub height - casters - metallic silver base - standard laminate top	\$ 560.00	\$ 1,120.00
21	4	Palmer Hamilton #MPH-W-Metal Back	Metal Back Stool pub height - metal frame - wood seat	\$ 190.00	\$ 760.00
22	2	Lesro #F1401G6	Somerset Guest Chair grade 4 fabric	\$ 610.00	\$ 1,220.00
23	4	Lesro #F4403G6	Somerset 4 Seat Sofa with Center Arms grade 4 healthcare vinyl	\$ 2,075.00	\$ 8,300.00
24	2	Lesro #F1250T5	Somerset End Table - 20x20.5x20	\$ 200.00	\$ 400.00
TECH ROOMS					
25	150	Eurotech #S5000	Aire Guest Chair glides - ganging clip Black w/Chrome frame	\$ 65.00	\$ 9,750.00

ITEM #	QTY	MFR / MODEL #	DESCRIPTION WxHxD	UNIT PRICE	TOTAL PRICE
26	4	Eurotech #821-KHSD	Chair Dolly for Aire guest chair	\$ 115.00	\$ 460.00
27	40	Tesco #4900TOP3600	Rectangle Table Top only - 60x20 lumber core - wood edge	\$ 270.00	\$ 10,800.00
28	80	Tesco #GB-C-7764	Arch T Base for 23"-30" flip top casters	\$ 215.00	\$ 17,200.00
29	2	AmpliVox #APL SW450	Presidential Plus Lectern 25.5"w x 20.5"d x 45"h wireless mic - built-in sound system	\$ 1,565.00	\$ 3,130.00
AUXILLARY					
30	4	Palmer Hamilton #WR32-LOGO	Trash Receptacle with Logo - 28x41x27 single top load - 32 gallon liner - casters	\$ 1,325.00	\$ 5,300.00
31	3	Palmer Hamilton #WR32	Trash Receptacle - 28x41x27 single top load - 32 gallon liner - casters - no logo	\$ 1,045.00	\$ 3,135.00
32	2	Global Industries #WB652779M	Wave Bike Rack 9 bike - black	\$ 175.00	\$ 350.00
33	2	WebCoat #TR32PERF	32 Gallon Outdoor Waste Receptacle	\$ 345.00	\$ 690.00
34	2	WebCoat #LINER32	32 Gallon Liner for waste receptacle	\$ 30.00	\$ 60.00
35	2	WebCoat #B6WBMETRO-POLY	6' Bench with Back 1/4" ribbed steel - solid one piece design - portable or surface mount	\$ 1,535.00	\$ 3,070.00
36	2	Safco #SAF 9676NC	Top Dome Waste Receptacle 15 gallon - Black Speckle	\$ 215.00	\$ 430.00
37	3	Rubbermaid #RCP 781888WE	Baby Changing Table 12 1/2" x 17"	\$ 460.00	\$ 1,380.00
38	20	Rubbermaid #RCP 295500BK	41 qt Wastebasket Black	\$ 9.00	\$ 180.00
39	3	Best-Rite #202AC	36" x 48" Porcelain Steel Markerboard aluminum frame - map rail - chalk tray	\$ 145.00	\$ 435.00
40	2	Best-Rite #668AC-DD	Deluxe Mobile Reversible Markerboard aluminum frame - porcelain steel both sides - 35"w x 76.5"h x 24"d	\$ 410.00	\$ 820.00
41	10	Jasper Chair #7000-BS-30-3L-SBC	30" Solid Oak Barstool chrome sled base - wood seat - 3L cutout	\$ 235.00	\$ 2,350.00
42	1	Freight	Delivery to your location	\$ 4,500.00	\$ 4,500.00
43	1	Installation	Assembly, Installation & Removal of Debris	\$ 11,500.00	\$ 11,500.00

TOTAL PRICE INCLUDING DELIVERY, INSTALLATION & REMOVAL OF DEBRIS:	\$ 212,935.00
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Pricing is based on the quantities listed above and may increase if changed. Please allow up to 10 weeks for delivery. Quotation is valid until December 31, 2017.

Thank you for the opportunity to work your library. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Laura Jirkovsky

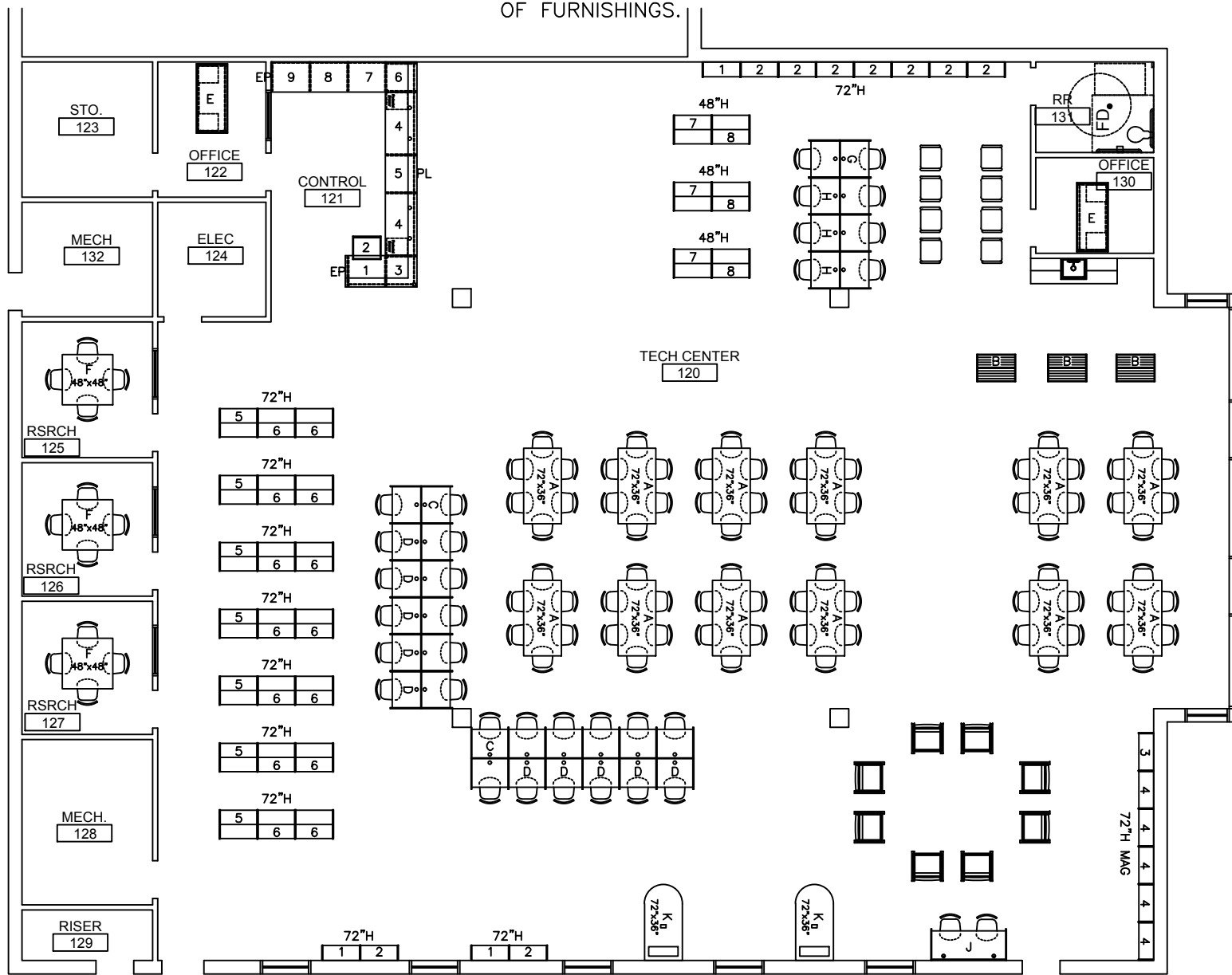
President

SOUTH TEXAS

PHARR MEMORIAL LIBRARY
PHARR DEVELOPMENT AND RESEARCH CENTER
LIBRARY EQUIPMENT LAYOUT

DWG: 16-PML-FP	
JOB:	REVISED:
BY: LLE	8-16-16
DATE: 8-3-16	8-25-16
	9-13-16
	2-28-17

Tesco
Learning Environments
SCALE: N.T.S



Pharr Development and Research Center

By David Martinez
Account Representative







SOUTH TEXAS SCHOOL FURNITURE

107 N. Main St. Hallettsville, Tx 77964

References:

- McAllen Public Library
- San Antonio Public Library
- Calhoun County Library System
- Giddings Public Library
- Elgin Public Library

Library Furniture



Display



Library Seating



Somerset | Fully Upholstered Seating



Somerset Series | Fully Upholstered Seating



Computer Stations



Lobby

Somerset | Fully Upholstered Seating



Somerset Series | Fully Upholstered Seating



Multi-Purpose Rooms



Café and Vending Area



Auxiliary Items





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: July 24, 2017

MEETING DATE: August 7, 2017

FROM: Jason Arms, Director

DEPARTMENT: Innovation & Technology

DIRECTOR: Jason Arms

Agenda Item: Consideration and action, if any, on Interlocal agreement with Hidalgo County EMS for the purpose of allowing access to the city's radio system for emergency interoperable communications.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr operates a P25 800 Mhz radio system. Hidalgo County EMS is the contracted provider of ambulance services for the city. The purpose of this agenda item is to provide access to this system to Hidalgo County EMS for emergency interoperable communications to save time and improve coordination between police, fire and EMS services for the community.

Financial Consideration: There is no financial impact for this interlocal agreement other than the labor time it takes to program each radio for accessing the system.

Staff Recommendation: The need exists for streamlined communications between police, fire and EMS. Based on this need, staff recommends that the commission approve this interlocal agreement.

Alternatives:

ROUTING:

Jason Arms
Jason Arms
Patricia Rigney

Created/Initiated - 07/24/2017
Approved - 07/24/2017
Approved - 07/25/2017

City Management Office

Final Approval - 08/02/2017

THE STATE OF TEXAS §

HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PHARR AND HIDALGO COUNTY EMS
FOR
EMERGENCY COMMUNICATIONS AND INTEROPERABILITY**

THIS INTERLOCAL AGREEMENT made and entered into this 10th day of August, 2017, by and between the City of Pharr, a Texas Home Rule Municipality ("City") and Hidalgo County Emergency Medical Services, a Texas corporation. ("Subscriber").

WHEREAS, this interlocal agreement is entered into by the parties for the sole purpose of improving emergency communications between the CITY's contracted ambulance service provider and the 911 operators / public safety professionals for official Pharr business.

WHEREAS, the SUBSCRIBER and CITY have hereby agreed that the CITY will provide the SUBSCRIBER radio system access for no charge, as long as, the SUBSCRIBER is contracted to provide ambulance services for the CITY.

NOW THEREFORE, for the mutual covenants and considerations as expressed herein, the SUBSCRIBER and CITY agree the CITY will provide and the SUBSCRIBER will accept radio system access to the CITY's radio system according to the following terms and conditions:

1. **AUTHORITY:** SUBSCRIBER and CITY warrant that both possess adequate legal authority to enter into this interlocal agreement. The SUBSCRIBER and CITY'S local governing bodies have authorized its signatory official to enter into this interlocal agreement and to bind the local governments to the terms of this agreement and any subsequent amendments hereto.
2. **APPLICABLE RULES AND REGULATIONS:** CITY and SUBSCRIBER agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this agreement.
3. **RADIO SYSTEM MANAGEMENT:** Pharr Innovation & Technology (IT) (CITY) will manage activations, deactivations (lost radios) within the core management console. CITY will manage talkgroup creation / assignments, system keys, encryption keys and radio inventory for SUBSCRIBER at no charge during the term of this agreement.
4. **RADIO PROGRAMMING:** As requested by the SUBSCRIBER, the CITY will program portable, mobile and base radio hardware for use on the CITY's radio system. The CITY will not release to, nor provide for us its system keys, encryption or talkgroup information to SUBSCRIBER or designee; unless deemed necessary by the IT director.

5. **MUTUAL COMMON TALKGROUPS** : The CITY agrees to authorize use of and to program into SUBSCRIBER's radios, any and all mutually common frequencies that allow any entity that has been authorized to use the radio system commonly.
6. **AUTHORIZATIONS:** The CITY will not program any CITY talkgroup into any radio that is not solely owned by the SUBSCRIBER. Furthermore, the CITY will not program any law enforcement talkgroups into SUBSCRIBER's radios as part of this agreement. The CITY does not authorize any sharing of proprietary encryption technology with the SUBSCRIBER as part of this agreement.
7. **CONFIDENTIALITY OF INFORMATION:** The CITY and the SUBSCRIBER agree to keep confidential and not make public, information associated with encryption keys, system keys and specific system / talkgroup identifiers as allowed by Texas Government Code: 418.179 and other applicable laws of the State and Federal government.
8. **COMPENSATION:** In accordance with this agreement, no monies are due the CITY by SUBSCRIBER for use of the CITY's radio system or for programming associated with the installation or maintenance of the CITY's talkgroups in radios of the SUBSCRIBER as outlined in other sections of this agreement.
9. **TERM:** The term of this interlocal agreement shall be in effect as long as the SUBSCRIBER is the contracted ambulance provider for the CITY. If and when the contract for services concludes, the SUBSCRIBER will make available all radios that have the CITY's radio system information programmed into them and the CITY, at their expense, will remove that information within 30 days.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND AFFECT OF AN ORIGINAL, ON THIS THE _____ DAY OF _____, 2017 WITH AN EFFECTIVE DATE OF _____.

CITY OF PHARR

HIDALGO COUNTY EMS

By: _____

By: _____

|

Attest: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: July 18, 2017

MEETING DATE: August 7, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, authorizing Pharr Police Department to enter into an agreement with the Texas 1033 Program / Law Enforcement Support Office (LESO) Program for the request and reassignment of assets to the Pharr Police Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department has participated with the Texas 1033 / Law Enforcement Support Office (LESO) Program in respect to excess Department of Defense (DOD) personal property. The Pharr Police Department has been allowed to apply and has received personal property to aid in the enforcement of applicable state and local laws. This property plays an intricate role in the administration of police services for the citizens of Pharr at no cost.

Financial Consideration: There is no cost to the Pharr Police Department to receive Texas 1033 Program / Law Enforcement Support Office (LESO) Program equipment.

Staff Recommendation: Staff recommends approval of this agreement

Alternatives: Not approve this agreement and be removed from the distribution list of agencies allowed to receive Texas 1033 / Law Enforcement Support Office (LESO) Program equipment.

ROUTING:

Joel Robles

Created/Initiated - 07/18/2017

Ruben Villegas
Patricia Rigney
City Management Office

Approved - 07/28/2017
Approved - 07/28/2017
Final Approval - 08/02/2017

☐ New
☒ Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

☐ Federal

☒ State

☐ Tribal

Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): _____

AGENCY: Pharr Police Department

PHYSICAL ADDRESS (No P.O. Box): 1900 S. Cage Blvd.

CITY: Pharr

STATE: Texas

ZIP: 78577

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 132 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Edmundson, William	william.edmundson@pd.pharr-tx.gov	956-402-4735
SCREENER/POC #2	Robles, Joel	joel.robles@pd.pharr-tx.gov	956-402-4819
SCREENER/POC #3	Gutierrez, Omar	omar.gutierrez@pd.pharr-tx.gov	956-402-4735
SCREENER/POC #4	Luengo, Jose	Joe.Luengo@pd.pharr-tx.gov	956-402-4836
WEAPON/POC			
AIRCRAFT/POC			
VEHICLE/POC	Edmundson, William	william.edmundson@pd.pharr-tx.gov	956-402-4735

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY

Ruben Villescas

DATE: _____

PRINTED NAME

SIGNATURE

STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES)

PRINTED NAME

DATE: _____

SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16



TEXAS LESO PROGRAM SUPPLEMENTAL DATA SHEET

Date: 07/18/2017

Agency Name: Pharr Police Departmnet

ORI (Originating Agency Identification) number: TX 1081100

(Please enter same screeners in the order as listed on front page)

Screener #1: William Edmundson, Lieutenant
NAME / TITLE

Screener #2: Joel Robles, Asst. Chief of Police
NAME / TITLE

Screener #3: Jose Luengo, Lieutenant
NAME / TITLE

Screener #4: Omar Gutierrez, Investigator
NAME / TITLE

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
TEXAS
AND THE
Pharr Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Pharr Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (LEA name) Pharr Police Department.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (LEA name) Pharr Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Pharr Police Department must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Ruben Villescas

Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature

Date (MM/DD/YYYY)

Ambrosio Hernandez

Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: July 10, 2017

MEETING DATE: August 7, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter in a contract with The Warren Group Architects Inc. for the design of a new Fire Station No. 4.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization of the City Commission on approving the City Manager to negotiate and enter into a contract agreement for Professional Architectural and Engineering services with The Warren Group Architects Inc. for the design of a new Fire Station No. 4.

Financial Consideration: Estimated Fee is \$118,000.00

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with The Warren Group Inc. for Professional Architectural & Engineering Services for the new Fire Station No. 4

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Leonardo Perez
Karla Moya
Patricia Rigney

Created/Initiated - 07/10/2017
Approved - 07/10/2017
Approved - 07/11/2017
Approved - 07/14/2017
Approved - 07/14/2017

City Management Office

Final Approval - 08/02/2017

PROJECT AGREEMENT FOR PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **The Warren Group Architects Inc.**, (hereafter referred to as “ARCHITECT”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ARCHITECT is hereby authorized to perform professional services in connection with the design of **City of Pharr-New Fire Station No. 4**, hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **City of Pharr-New Fire Station No. 4**,

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

This agreement is based on providing the following services for the Project as described in Exhibit A – Scope of Services. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *ARCHITECT acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 ARCHITECT will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ARCHITECT's liabilities hereunder in insurance coverage as mentioned above and ARCHITECT waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Architect shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - (2) *Automobile Liability Coverage.* Architect shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
 - (3) *Workers' Compensation and Employer's Liability Coverage.* Architect shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Architect in connection with the performance of services under this Agreement.
 - (4) *Professional Liability Coverage.* Architect shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Architect and/or any of Architects agents, employees, and personnel acting in furtherance of its services under this Agreement.
- (b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- (4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.
 - (a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.
 - (c) *Verification of coverage.* Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The ARCHITECT shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ARCHITECTs, directors, members, managers, employees, and CLIENT's Architects from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ARCHITECTs, attorneys, and other professionals, and

all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ARCHITECT agrees that it shall, at ARCHITECT's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ARCHITECT's negligence and/or the negligence of ARCHITECT's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in **Exhibit B- Work Schedule** or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ARCHITECT without cause; the ARCHITECT shall be paid the reasonable value of services performed by the ARCHITECT prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ARCHITECT's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ARCHITECT shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and ARCHITECT. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **(\$118,000) One Hundred and Eighteen Thousand Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ARCHITECT which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ARCHITECT of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ARCHITECT and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ARCHITECT in the event one or more of the following conditions are in existence:

8.2 ARCHITECT is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ARCHITECT a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ARCHITECT and provided ARCHITECT a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ARCHITECT has failed to make payment promptly to Architects or other third parties used in connection with the services for which CLIENT has made payment to ARCHITECT;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ARCHITECT with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ARCHITECT hereunder unless and until ARCHITECT, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ARCHITECT of any its obligations hereunder with respect thereto;

8.7 ARCHITECT shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 ARCHITECT acknowledge that ARCHITECT's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ARCHITECT shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ARCHITECT under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ARCHITECT shall be fully responsible to CLIENT for all acts or omissions of the sub-Architect (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, ARCHITECT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ARCHITECT and upon approval thereof by CLIENT, CLIENT shall pay to ARCHITECT the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ARCHITECT except those previously made in writing and identified by the ARCHITECT as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ARCHITECT or to any other party. The ARCHITECT may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ARCHITECT harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require

copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ARCHITECT agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ARCHITECT's experience and abilities with respect to performing the Services. ARCHITECT represents to with CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The ARCHITECT represents, covenants and agrees that the person directly in charge of the professional ARCHITECT work is duly registered under applicable Texas Law.

11.3 ARCHITECT shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ARCHITECT shall not relieve ARCHITECT from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ARCHITECT's service hereunder.

11.4 The CLIENT and ARCHITECT agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ARCHITECT. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ARCHITECT. ARCHITECT shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ARCHITECT shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ARCHITECT. The CLIENT will provide ARCHITECT information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide

record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 WHERE a change order to the construction contract is caused by a design error or omission committed by ARCHITECT and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ARCHITECT shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] – [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ARCHITECT shall not be required to reimburse CLIENT if cumulative cost of design error change order (s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and ARCHITECT and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**The Warren Group Architect,
1801 South 2nd Street, Ste 330
McAllen, TX 78503**

**Laura N. Warren, AIA
ARCHITECT**

By: _____
Signature
ARCHITECT

SIGNED on this the _____ day of _____, 20 ____.

Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: July 26, 2017

MEETING DATE: August 7, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group Architects Inc. for the International Bridge Facility Expansion and Renovations Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization of the Pharr International Toll Bridge Board on approving the City Manager to enter and negotiate a contract for Professional Architectural and Engineering Services with The Warren Group Architects Inc. for the International Bridge Facility Expansion and Renovation Project

Financial Consideration: Estimated Fee \$81,800

Staff Recommendation: Staff recommends approval and authorization to enter and negotiate a contract with The Warren Group Architects Inc. for Professional Architectural & Engineering Services for the International Bridge Facility Expansion and Renovation Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 07/26/2017

Omar Anzaldua

Approved - 07/26/2017

Karla Moya

Approved - 08/03/2017

Patricia Rigney

Approved - 08/03/2017

City Management Office

Final Approval - 08/03/2017

PROJECT AGREEMENT FOR PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **The Warren Group Architects Inc.**, (hereafter referred to as “ARCHITECT”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ARCHITECT is hereby authorized to perform professional services in connection with the design of **International Bridge Facility Expansion and Renovations** hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **International Bridge Facility Expansion and Renovations**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

This agreement is based on providing the following services for the Project as described in Exhibit A – Scope of Services. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *ARCHITECT acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 ARCHITECT will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ARCHITECT's liabilities hereunder in insurance coverage as mentioned above and ARCHITECT waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Architect shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - (2) *Automobile Liability Coverage.* Architect shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
 - (3) *Workers' Compensation and Employer's Liability Coverage.* Architect shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Architect in connection with the performance of services under this Agreement.
 - (4) *Professional Liability Coverage.* Architect shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Architect and/or any of Architects agents, employees, and personnel acting in furtherance of its services under this Agreement.
- (b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- (4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.
 - (a) *Deductibles*. Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers*. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.
 - (c) *Verification of coverage*. Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The ARCHITECT shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ARCHITECTs, directors, members, managers, employees, and CLIENT's Architects from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ARCHITECTs, attorneys, and other professionals, and

all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ARCHITECT agrees that it shall, at ARCHITECT's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ARCHITECT's negligence and/or the negligence of ARCHITECT's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in **Exhibit B- Work Schedule** or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ARCHITECT without cause; the ARCHITECT shall be paid the reasonable value of services performed by the ARCHITECT prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ARCHITECT's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ARCHITECT shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and ARCHITECT. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **(\$81,800) Eighty-One Thousand Eight Hundred Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ARCHITECT which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ARCHITECT of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ARCHITECT and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ARCHITECT in the event one or more of the following conditions are in existence:

8.2 ARCHITECT is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ARCHITECT a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ARCHITECT and provided ARCHITECT a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ARCHITECT has failed to make payment promptly to Architects or other third parties used in connection with the services for which CLIENT has made payment to ARCHITECT;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ARCHITECT with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ARCHITECT hereunder unless and until ARCHITECT, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ARCHITECT of any its obligations hereunder with respect thereto;

8.7 ARCHITECT shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 ARCHITECT acknowledge that ARCHITECT's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ARCHITECT shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ARCHITECT under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ARCHITECT shall be fully responsible to CLIENT for all acts or omissions of the sub-Architect (s).

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Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, ARCHITECT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ARCHITECT and upon approval thereof by CLIENT, CLIENT shall pay to ARCHITECT the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ARCHITECT except those previously made in writing and identified by the ARCHITECT as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ARCHITECT or to any other party. The ARCHITECT may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ARCHITECT harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ARCHITECT agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ARCHITECT's experience and abilities with respect to performing the Services. ARCHITECT represents to with CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The ARCHITECT represents, covenants and agrees that the person directly in charge of the professional ARCHITECT work is duly registered under applicable Texas Law.

11.3 ARCHITECT shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ARCHITECT shall not relieve ARCHITECT from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ARCHITECT's service hereunder.

11.4 The CLIENT and ARCHITECT agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ARCHITECT. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ARCHITECT. ARCHITECT shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ARCHITECT shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ARCHITECT. The CLIENT will provide ARCHITECT information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the

project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 WHERE a change order to the construction contract is caused by a design error or omission committed by ARCHITECT and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ARCHITECT shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] – [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ARCHITECT shall not be required to reimburse CLIENT if cumulative cost of design error change order (s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and ARCHITECT and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**The Warren Group Architect,
1801 South 2nd Street, Ste 330
McAllen, TX 78503**

**Laura N. Warren, AIA
ARCHITECT**

By: _____
Signature
ARCHITECT

SIGNED on this the _____ day of _____, 20 ____.

Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: July 26, 2017

MEETING DATE: August 7, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Raba Kistner Consultants, Inc. for Professional Geotechnical Engineering Services for the Various Park Designs-2016 Project

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization of the City Commission on approving the City Manager to negotiate and enter into a contract agreement for Professional Geotechnical Engineering Services with Raba Kistner Consultants, Inc. for the various parks improvements project.

Financial Consideration: Estimated Fee \$27,252.89

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Raba Kistner Consultants, Inc. for Professional Geotechnical Engineering Services for the Various Parks Design- 2016 Project

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 07/26/2017

Omar Anzaldua

Approved - 07/26/2017

Karla Moya

Approved - 08/03/2017

Patricia Rigney

Approved - 08/03/2017

City Management Office

Final Approval - 08/03/2017

PROJECT AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

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

This Agreement is between **Raba Kistner Consultants, Inc.**, (hereafter referred to as “ENGINEER”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ENGINEER is hereby authorized to perform professional geotechnical engineering services in connection with **Various Parks Design-2016**, hereinafter referred to as the Project.

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Various Parks Design-2016**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

This agreement is based on providing the following services for the Project referred to herein, refer to **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* ENGINEER shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* ENGINEER shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* ENGINEER shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by ENGINEER in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* ENGINEER shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by ENGINEER and/or any of ENGINEERs agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of ENGINEER; products and completed operations of ENGINEER; premises owned, occupied or used by ENGINEER; or automobiles owned, leased, hired or borrowed by ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, ENGINEER's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) ENGINEER's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.
- (a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, ENGINEER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.
- (c) *Verification of coverage.* ENGINEER shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by ENGINEER. At the request of City, ENGINEER shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ENGINEERs, directors, members, managers, employees, and CLIENT's ENGINEERs from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorneys fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ENGINEER's negligence and/or the negligence of ENGINEER's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in **Exhibit B-Work Schedule** or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is

reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ENGINEER under this agreement, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **(\$27,252.89) Twenty-Seven Thousand Two Hundred and Fifty Two Dollars and Eighty-Nine Cents** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ENGINEER or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ENGINEER or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

Times of Payment-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ENGINEER of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ENGINEER has failed to make payment promptly to ENGINEERs or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a

sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

8.7 ENGINEER shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 ENGINEER acknowledge that ENGINEER's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-ENGINEER (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, reports, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The

CLIENT will require three (3) copies of the final geotechnical engineering report and a electronic copy in pdf format. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services. ENGINEER represents to CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

11.3 ENGINEER shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ENGINEER shall not relieve ENGINEER from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ENGINEER's service hereunder.

11.4 The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort was made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and ENGINEER and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Raba Kistner Consultants, Inc
800 E. Hackberry
McAllen, TX 78501**

GEOTECHNICAL ENGINEERING FIRM

By: _____
Signature

Isidoro Arjona, P.E., PMP, F. ASCE
Senior Vice President

ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

Juan G. Guerra, CPA, MBA
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: August 2, 2017

MEETING DATE: August 7, 2017

FROM: Javier Gonzalez, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and Action on agreement with CTC Distributing to Store Pharr Police Documents at their secure facility.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Research has been completed on storage companies being used by other agencies in the RGV due to the fact that we have almost 200 boxes of documents that are in need of storage. Hidalgo county Sheriff's department, Hidalgo DA office, numerous school districts and doctors' offices all use CTC services.

CTC is climate controlled, the building has an alarm and personnel work there late hours. They have a computerized inventory system and utilize a rack/bin system for organization. They also pick up and deliver in the event we need to get documents out of storage.

The cost for storage service is .45 cents a box for letter sized boxes. With the number of boxes we need to store we will be paying approximately \$1,080.00 a year for storage (.45X200=\$90 \$90X12months=\$1080). This is not a contract but a month to month agreement that can be cancelled at any time without penalty.

Financial Consideration: The cost for storage service is .45 cents a box for letter sized boxes. With the number of boxes we need to store we will be paying approximately \$1,080.00 a year for storage (.45X200=\$90 \$90X12months=\$1080).

Staff Recommendation: I recommend that we accept the agreement.

Alternatives: Not to accept the agreement.

ROUTING:

Javier Gonzalez	Created/Initiated - 08/02/2017
Ruben Villegas	Approved - 08/02/2017
Karla Moya	Approved - 08/02/2017
Patricia Rigney	Approved - 08/03/2017
City Management Office	Final Approval - 08/03/2017

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax : (956) 787-9804

August 1, 2017

Pharr Police Department

Attention: William Ryan

Document Storage

- Letter size \$0.45 per box
- Legal size \$0.75 per box

Pick-up and Delivery charge

- Pharr- \$10.00

Document Services

- Retrieval or Refile of a carton \$1.50 per box
- Retrieval or Re-filling of file \$2.50 each

Shredding Services

- Quoted on a per job basis

Initial pick-up of cartons is free of charge. We can also scan email you files needed at no charge other than retrieval and re-filling fees. You can also pick up at our location. The person picking up has to be an authorized employee communicated to as by Mr. William Ryan before we will release.

Kelly Madden
CTC Distributing, Ltd.

William Ryan
City of Pharr Police Department



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: July 31, 2017

MEETING DATE: August 7, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consideration and Action, if any, on engagement agreement with Bickerstaff Heath Delgado & Acosta for SB 1004 litigation.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 07/31/2017
Final Approval - 08/04/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: July 31, 2017

MEETING DATE: August 7, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consideration and action, if any, on Engagement Agreement with Perez & Franz, for possible litigation involving Dahlia Street.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 07/31/2017
Final Approval - 08/04/2017