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, JANUARY 6, 2020

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

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

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.

B) City Events of Interest.

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 December 18, 2019 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on request from Food Bank RGV for City of Pharr to support Food Bank's Farm Dinner Fundraiser on January 25, 2020 with 10 high-top cocktail tables and four golf carts. (EVENTS CENTER)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-35 to adopt a new and updated Personnel Policy Manual. ***(1st Reading)*** (HR)

B) Consideration and action, if any, on Resolution authorizing submission of Governor's Community Achievement Awards (GCAA). (PUBLIC WORKS)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on appointment of Interim City Manager. (ADMINISTRATION)

B) Consideration and action, if any, on waiving green and cart fees for the Joey Gonzalez's Golf Tournament to be held on Saturday, March 28, 2020. (PARKS)

C) Consultation with the City Commission on possible City Hall renovations and security measures. (ADMINISTRATION)

7. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Active Wear for the Fire Department. (Project #1920-01-515-SP003-288) (FIRE)

B) Consideration and action, if any, authorizing City Manager to award Supply Contract(s) for the Purchase and Delivery of Personal Protective Gear for the Pharr Fire Department to multiple vendors. (Project #1920-01-SP005-102) (FIRE)

C) Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the Purchase and Installation of two (2) Breathing Air Compressors for the Fire Department. (Project #1920-01-515-P001-051) (FIRE)

D) Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the Equipment and Services for the remote monitoring of Lift Station #6, #7, #10, #14, #26, #30, and #50 through Municipal Pump & Control. (Project #1920-60-583-P004-001) (PUBLIC UTILITIES)

E) Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the Trojan System UV3000 Lights from Newman Regency Group, Inc. (Project #1920-60-583-P006-001) (PUBLIC UTILITIES)

F) Consideration and action, if any, authorizing City Manager to award a Purchase Contract of a 2019 Freightliner 108SD (Vactor Truck) to Houston Freightliner, Inc., through H-GAC Contract HT06-18. (Project #1920-60-583-P005-001) (PUBLIC UTILITIES)

G) Consideration and action, if any, authorizing City Manager to award a Purchase Contract of a Backhoe Loader Cab from Doggett Heavy Machinery. (Project #1920-60-583-P008-003) (PUBLIC UTILITIES)

H) Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the purchase of one hundred (100) computers and fifteen (15) display monitors to Southern Computer Warehouse through DIR-TSO 4159. (Project #1920-01-518-P006-003) (IT)

I) Consideration and action, if any, authorizing City Manager to award proposal and to enter into a contract for Capital Lease Financing for FY 2019-2020. (Project # 1920-01-S009-019) (FINANCE)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. in the amount of $12,600 for additional Professional Architectural Services for the International Bridge Facility Expansion and Renovations Project. (Project #C1617-01-528-0080) (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for the Downtown Park Project. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to award contract in the amount of $299,214.24 for the Jones Box Park Phase II Utility Improvements Project. (Bid No.1920-01-528-C003-210) (ENGINEERING)

9. LEGAL:

A) Consideration and action, if any, on City Manager contract. (ADMINISTRATION)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 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 3rd day of January, 2020 at 3:40 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 3rd day of January, 2020.

CITY OF PHARR PHARR TEXAS

HILDA PEDRAZA, TRMC, CMC
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 #: 3.A.
DATE SUBMITTED: December 27, 2019
MEETING DATE: January 6, 2020

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:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 12/27/2019
Omar Anzaldua	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

Design Phase

- ❑ **PSJA Tri-City Pedestrian Safety Improvements Projects - Phase I**
- ❑ **Pharr Pedestrian Connections**
- ❑ **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)**
- ❑ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ❑ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**

Construction Phase

- ❑ **Pharr Nature and Birding Center**
- ❑ **Allen & William Arnold City/School Park**
- ❑ **Dr. William Long City/School Park**
- ❑ **Fire Station No. 4**
- ❑ **Renovations of Jose "Pepe" Salinas Civic Center**
- ❑ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ❑ **City of Pharr Downtown Park**
- ❑ **Pharr Bridge Office Expansion**
- ❑ **16-Inch Waterline on Hi-Line Rd.**
- ❑ **Aquatic Facility**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safey Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surronding cities, schools, neigborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordianting with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Desgin is 95% Complete. Project was submitted to TXDOT for review
Project Name:	Pharr Pedestrian Connetions
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Staff has begun the design
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:	Coordianting with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental an Final Alignment Selection.

DESIGN PHASE

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:	Project On-Hold
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Hallf Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Project will be re-bid in January
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Hallf Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	Project will be re-bid in January

Project Name:	Pharr Nature and Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	$2,765,642	**Contract Time (Days)**	210
Notice to Proceed	2/20/2018	**Contract Time Used:**	324.29%

Description: Construction of a new nature and birding park. Includes parking lot, restroom, amphitheater, decomposed granite trail, and retention pond.

Status: Substantial completion has been achieved.

Pictures: Contractor is finishing up grading of pond and punch list items.

Project Name:	Allen & William Arnonld City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	$2,516,467	**Contract Time (Days)**	210
Notice to Proceed	2/20/2018	**Contract Time Used:**	324.29%

Description: Construction of a new park. Includes concrete trail, playground, restroom, parking lot, and sports fields.

Status: Substantial completion has been achieved.

Pictures: Contractor is finishing north drainage structure and punch list items.

Project Name:	Dr. William Long City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	$1,786,709	**Contract Time (Days)**	210
Notice to Proceed	2/20/2018	**Contract Time Used:**	324.29%

Description: Construction of a new park. Includes concrete trail, playground, restroom, and sports fields.

Status: Substantial completion has been achieved.

Pictures: Contractor is completing punch list items. City is subcontractoing construction of irrigation system in baseball field.

Project Name:	Fire Station No. 4		
Architect	The Warren Group		
Contractor	Davila Construction		
Contract Amount to Date	$2,223,765	**Contract Time (Days)**	210
Notice to Proceed	2/20/2018	**Contract Time Used:**	#NAME?
Description: Construction of a new fire station in South Pharr.			
Status: Substantial Completion has been achieved.			
Pictures: Pending perimeter fence.			

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	$3,200,000	**Contract Time (Days)**	210
Notice to Proceed	9/24/2018	**Contract Time Used:**	221.43%

Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building

Status: Construction is ongoing.

Pictures: Exterior doors and windows are installed. Contractor is currently concentrated on millwork.

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	Garcia Infrastructure Consultants, LLC (GiC)		
Contractor	Ferguson Service Systems, Inc.		
Contract Amount	$304,645	**Contract Time (Days)**	210
Notice to Proceed	7/30/2018	**Contract Time Used:**	248.10%

Description: Construction of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road**.**

Status: Coordinating with Hidalgo County on the pouring the driveway. Lift Station is in operation

Pictures:

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount to Date	$1,425,177	**Contract Time (Days)**	120
Notice to Proceed	9/18/2019	**Contract Time Used:**	88.33%

Description: Construction of a new downtown park located on the north side and south side of City Hall. Includes amphitheater, fountains, and food park.

Status: Construction is ongoing

Pictures: South of City Hall **-** the amphitheater concrete footings have been poured. CMU walls are going up. Constractor have begin forming the concrete flatwork around the fountain.

Project Name:	Pharr Bridge Office Expansion		
Engineer	The Warren Group Architects Inc.		
Contractor	International Consulting Engineers (ICE)		
Contract Amount to Date	$1,316,952	**Contract Time (Days)**	240
Notice to Proceed	6/3/2019	**Contract Time Used:**	88.75%

Description:

Status: Construction is ongoing

Pictures: Parking lot and retention pond are complete. Building additional and renovations are in progress.

Project Name:	16-Inch Waterline on Hi-Line Rd.		
Engineer	Melden and Hunt		
Contractor	Castle Enterprises, LLC.		
Contract Amount to Date	$292,647.88	**Contract Time (Days)**	60
Notice to Proceed	7/29/2019	**Contract Time Used:**	261.67%

Description: Installation of a 16-inch waterline on the north side of Hi-Line Rd. from S. Cage Blvd. to Monarch Business Park Subdivision.

Status: Construction is ongoing.

Pictures: Waterline installation is about 100 FT from Cage/Hi-Line intersection. Preparations are being made to cross waterline underneath Cage.

Project Name:	Aquatic Facility (Project No. 1819-35-510-C011-051)		
Architect	The Warren Group Architects		
Contractor	D. Wilson Construction		
Contract Amount to Date	$23,165,208.00	**Contract Time (Days)**	550
Notice to Proceed	11/1/2019	**Contract Time Used:**	11.27%

Description: The project is a fully enclosed olympic natatorium and diving pool with support facilities. Building area is approximatley 70,400 S.F.

Status: Construction is starting.

Pictures: Constractor have commenced compaction of subgrade material.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.
DATE SUBMITTED: December 30, 2019
MEETING DATE: January 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 12/30/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: December 30, 2019
MEETING DATE: January 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for December 18, 2019 Regular Called Meeting.

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:

Hilda Pedraza	Created/Initiated - 12/30/2019
City Management Office	Final Approval - 1/3/2020

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
WEDNESDAY, DECEMBER 18, 2019
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Wednesday, December 18, 2019 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Ctr. Director
Karla Saavedra, Finance Director
Anali Alanis, A.C.M. / HR Director
Marissa Hernandez, Municipal Court Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Daniel Ramirez, Communications Director
Veronica Gutierrez, Purchasing

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Mayor Hernandez opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR DECEMBER 2019

Alex Meade, City Manager, introduced the item and reported sales tax had an increase of 3.55% compared to last December 2019 collections.

B) SUBMISSION OF TAX COLLECTION REPORT FOR NOVEMBER 2019

Alex Meade, City Manager, introduced the item and reported current tax collections as of November 2019 were $1,760,694 or 7.84% collected out of this year's levy. He stated this was a 1.13% increase compared to last year.

C) SUBMISSION OF QUARTERLY REPORT FOR PERIOD ENDING SEPTEMBER 2019

Alex Meade, City Manager, introduced the item. He stated financial reports were prepared on a quarterly basis as part of the city's fiscal transparency and Karla Moya, Finance Director, was available for any questions. No questions were asked.

D) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the City of Pharr would be hosting the Annual Christmas Tamalada on Friday, December 20, 2019 from 6:00 p.m. to 8:00 p.m. at the Development and Research Center.

At this time, Mr. Meade called upon Xavier Salinas, Hidalgo ISD Superintendent. Mr. Salinas reported another school in South Pharr had received the Blue-Ribbon Recognition and thanked the Mayor and City Commission for their support and partnership.

Mayor Hernandez commended Mr. Salinas for this recognition and the level of success and leadership Hidalgo ISD has accomplished for the South Pharr community.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR NOVEMBER 18, 2019 REGULAR CALLED MEETING AND DECEMBER 2, 2019 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION ON RESOLUTION RATIFYING CITY COMMISSION REGULAR MEETING OF MONDAY, DECEMBER 16, 2019 (ADMINISTRATION)

C) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE HIKE AND BIKE PHASE II UTILITY RELOCATION PROJECT (PROJECT #1920-61-583-C004-289) (ENGINEERING)

D) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR CITY HALL OVERFLOW PARKING PROJECT (PROJECT #1920-40-510-C005-400) (ENGINEERING)

E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. **CHIPOTLE TEXAS, LLC, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRES, MORE OR LESS, OUT OF REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISIONS, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-1. CUP#160942**

2. **GABRIELA'S HEAVENLY WINGS, D/B/A WINGSTOP, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE**

PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2, PLEASANTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2211 SOUTH CAGE BOULEVARD, SUITE 105. CUP#100934

PLATS:

1. **DANNENBAUM ENGINEERING COMPANY, REPRESENTING CHARLES D. MULLER, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED MASTER PLAN CENTER ON RIDGE ROAD LOTS 3-6 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 5.36 ACRE TRACT OF LAND OUT OF AND A PORTION OF LOT TWO HUNDRED THREE (203), KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 600 BLOCK OF WEST RIDGE ROAD. SUB#191025**

2. **R. GUTIERREZ ENGINEERING CORPORATION, REPRESENTING DULCE OLIVIA GONZALEZ, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED V.D. DE LEON SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.597 OF AN ACRE OF LAND, OUT OF LOT 8, BLOCK 3, EARL THOMAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 800 BLOCK OF EAST HELMER STREET. SUB#180824**

Alex Meade, City Manager, introduced the item and recommended approval of the consent agenda.

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

Resolution No. R-2019-71 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE HI LINE 16" WATERLINE PROJECT (BID NO. 1819-60-583-C015-051) (ENGINEERING)

Alex Meade, City Manager, introduced the item and briefly explained the change order amount was $18,738.22 and was for modifications to waterline alignment which was required to lower line and add additional fittings. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE CURRENT ECONOMIC DEVELOPMENT AND INCENTIVE AGREEMENT WITH PHARR BRIDGE INVESTMENT COMPANY, L.P. (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and stated final modifications were needed as per legal and recommended approval.

Comm. Carrillo **moved** to approve. Comm. Guajardo 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 CITY OF PHARR MONUMENT SIGN PROJECT (PROJECT NO. 1920-40-510-C001-111) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated two (2) bids were received on November 27, 2019. He recommended award of contract to the lowest responsive bidder, Gonzalez Engineering & Management, LLC. from Edinburg, Texas in the amount of $109,900.

Comm. Carrillo **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH SEA CONSULTING ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE EXPANSION OF THE PHARR-REYNOSA BRIDGE PRESIDENTIAL PERMIT APPLICATION (ENGINEERING)

Alex Meade, City Manager, introduced the item and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD SUPPLY CONTRACT(S) FOR THE PURCHASE & DELIVERY OF HMAC, COLD MIX, AND CALICHE TO MULTIPLE VENDORS (PROJECT #1920-01-517-SP001-101) (PUBLIC WORKS)

Alex Meade, City Manager, introduced the item and recommended approval.

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

At this time, Mayor Hernandez stated 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 4:08 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 4:18 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 8. LEGAL

A) CONSIDERATION AND ACTION IF ANY, ON SETTLEMENT OF CONDEMNATION CASE NUMBER CCD-0510-H, *CITY OF PHARR V. RIO GRANDE TIRE OUTLET, LLC*, FOR THE ACQUISITION OF LOT 3, LUVILL LLC ESTATES, PHARR, HIDALGO COUNTY, TEXAS (LEGAL)

Alex Meade, City Manager, introduced the item and recommended approval as discussed in closed session.

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

At this time, Mayor Hernandez announced City Manager Alex Meade would be leaving the City of Pharr to take a great opportunity and stated Mr. Meade has done a fabulous job at the City of Pharr. He thanked him for his leadership, honesty and his integrity and for serving the citizens of Pharr. He wished him success in his new endeavor.

City Commission echoed the Mayor's comments and thanked Mr. Meade for his service and hard work.

Alex Meade, City Manager, stated he would be joining Texas Regional Bank as Senior Vice President for Economic Development and Public Finance and stated the City of Pharr has great staff and a great City Commission. Mr. Meade thanked the Mayor and City Commission for all the support they provided and the opportunity they gave him to work at the City of Pharr.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:25 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 18th DAY OF DECEMBER 2019 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, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED: December 30, 2019
MEETING DATE: January 6, 2020

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on request from Food Bank RGV for City of Pharr to support Food Bank's Farm Dinner Fundraiser on January 25, 2020 with 10 high-top cocktail tables and four golf carts.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: The Food Bank RGV is hosting its 2020 Farm Dinner Fundraiser and is asking City of Pharr to support by loaning 10 cocktail tables and four golf carts for the event.

Financial Consideration: There is not financial consideration for this request as any work performed by City staff will be done during regular business hours.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez	Created/Initiated - 12/30/2019
Hilda Pedraza	Approved - 1/2/2020
Karla Moya	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

Philip Farias <pfarias@foodbankrgv.com>
Fri 12/27/2019 8:25 AM
Gary Rodriguez

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

Morning Gary,

We wanted to see if we could borrow cocktail tables again for outside happy hr. under the tent, we are thinking 10 should be enough. Let me know how to proceed thanks. We also wanted to request 4 golf carts like last year also. Thanks again for everything

January 25th we would need both by 3pm at the Food Bank RGV.

Philip Farias, Manager of Corporate Engagement, Events and Government Relations
pfarias@foodbankrgv.com | www.foodbankrgv.com
ofc: 956-904-4513 cell: 512-627-1611 fax: 956-682-7921
724 N. Cage Blvd., Pharr, TX
PO Box 6251, McAllen, Texas 78502

Find us on Social Media:
FoodBankRGV

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: December 23, 2019
MEETING DATE: January 6, 2020

FROM: Yesenia Ennis, Payroll Coordinator

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-35 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 2017, policies should be reviewed periodically.

Financial Consideration:

Staff Recommendation: Staff recommends City Commission approval for new and updated Personnel Policy Manual.

Alternatives:

ROUTING:

Yesenia Ennis	Created/Initiated - 12/23/2019
Anali Alanis	Approved - 12/26/2019
Patricia Rigney	Approved - 12/27/2019
City Management Office	Final Approval - 1/3/2020

ORDINANCE NO. O -2020-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2017-35 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; O-2016-32; and O-2017-35

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 _____, 2020, 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 BOARD OF~~CITY~~ COMMISSIONERS ON SEPTEMBER 05, 2017

AFFECTED ORDINANCES

THIS PERSONNEL POLICY MANUAL WAS ADOPTED PURSUANT TO ORDINANCE NO. ~~O-2017-35~~O-2020-

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; O-2016-32; O-2017-35;

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.

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EXHIBIT A – ~~Receipt and~~ Acknowledgments Form

~~**EXHIBIT B –** Public Access Option Form~~

~~**EXHIBIT C –** Wage Deduction Authorization Form~~

CHAPTER 1. GENERAL ~~STATEMEMT~~STATEMENT

Section 1. General Statement. The policies and procedures set forth in this manual provide guidelines for ~~C~~city management and the ~~E~~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 Personnel 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 ~~M~~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~~e~~is Personnel Policy 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 ~~C~~city departments. Employees are charged with the responsibility of remaining aware of changes to the policies and ~~policy and practice~~procedures communicated to them by written memos and directives ~~communicated~~ by management.

Section 4. Effective Date. The provisions of this updated personnel manual shall take effect upon their formal approval by the Board of Commissioners.

Section 5. 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.

Section 6.

Section 6. 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 7. 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 Board of Commissioners~~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~~city, is hired by and is accountable to the elected Board of Commissioners~~City Commission~~. Except as otherwise provided in this ~~M~~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~~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 Board of Commissioners ~~City Commission~~ and the City Manager.

Section 3. Staffing. The staffing needs of the ~~C~~city ~~generally~~, and of each specific ~~D~~department is also controlled by the City Manager and the Board of Commissioners~~City Commission~~. The number of budgeted and recognized positions is handled through the budget process, taking into account the needs of the ~~City~~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. Executive staff~~Department Directors~~ will assist the City Manager in setting and enforcing standards of e~~E~~mployee conduct, welfare and morale citywide. ~~in their departments.~~

Section 5. Department Director. Department ~~Director~~directors will be responsible for the proper and effective administration of these policies and procedures~~Rules and Regulations~~ within their departments. Routine matters pertaining to enforcement may be delegated to other supervisory personnel.

Section 6. Departmental Policies. Department~~s~~ ~~Director~~directors 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 Polic~~ies~~y Manual. In the event of conflict in any section, this Personnel Polic~~ies~~y Manual shall prevail.

Section 7. Goals of this Manual. ~~A~~ The primary purpose of this Personnel Policy Manual is to achieve the following goals:

A. To provide fair and equal employment opportunity for qualified persons;

B. To promote and increase efficiency and responsiveness to the public;

C. ~~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 e~~E~~mployee to give his or her best effort to the ~~C~~city and the public; and

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~~

D. To promote pride and high morale among City of Pharr ~~E~~employees with examples set forth in Pharr PRIDE Leadership Principles and Traits.

CHAPTER 3.

CHAPTER 3.

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 e~~E~~mployees' use of all ~~C~~city work facilities and participation in all ~~C~~city sponsored ~~E~~employee activities.

Section 2. No Harassment Allowed. Harassment, retaliation, coercion, interference, or intimidation of any ~~E~~employee due to that e~~E~~mployee's race, religion, color, national origin, sex, age, disability, or veteran status is strictly forbidden. Employees who either witness or experiences such activity should follow the reporting procedures outlined elsewhere in this ~~M~~manual.

Section 3. No Retaliation for Protected Conduct Allowed. The c~~C~~ity 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 ~~C~~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 d~~d~~epartment d~~D~~irector 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 c~~C~~ity.

CHAPTER 5. FIRE & POLICE DEPARTMENT PERSONNEL

Section 1. State civil service laws, as well as collective bargaining laws and contracts cover certain ~~C~~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 co~~contract provisions (if any), by civil service statutes, by local 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 m~~M~~anual, 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 Policy 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 Policy Manual supply the applicable rule, the provisions of this ~~M~~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 ~~D~~d~~ede~~partment d~~D~~irector 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 ~~C~~city uses the following categories of ~~E~~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~~ These employees currently receive full benefits;

2) ~~paid~~ 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 ~~T~~temporary e~~E~~mployees.

1) These employees shall not receive any fringe benefit, except those required by law.

Section 2. Contract Personnel. Persons who render services to the ~~C~~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 c~~C~~ity and the provisions of this Personnel Policy Manual do not apply to contract personnel.

Section 3. Charter Appointments. The provisions of this ~~M~~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 six (6) months 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 three (3) months from the date of transfer.

Section 4. Transferred eEmployees 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 sixthree (36) 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, and shall be allowed, to utilize accrued sick leave during probationary period.

Section 10.

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 Ccity's obligations, if any, to pay overtime rates as per federal law, all Eemployees are classified as either "exempt" or "non-exempt" in accordance with the guidelines established by federal law.

Section 2. "Exempt" Employees employees are those who are not subject to the overtime provisions of the Fair Labor Standards Act (FLSA). Examples of exempt Eemployees 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 eEmployee's actual job duties and meeting the criteria established by FLSA. , so the examples given are not meant to be a complete list of exempt employees.

Section 3. 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. air 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, nNon-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 cCity 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 Ccity 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 dDirector 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.

CHAPTER 9.RESIDENCE REQUIREMENTS

Section 1. City employees are not required to reside in the cContinental United States, andStates 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 Ccity 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 ~~C~~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 c~~C~~ity's public officials, the c~~C~~ity'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. ~~a~~An officer of this municipality; an officer for purposes of this definition includes the following:

1) ~~a~~Any elected official of the Board of Commissioners; and,

2) ~~t~~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~~.~~as 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) T~~t~~he City Manager;

2) T~~t~~he City Attorney;

3) T~~t~~he City Clerk and Assistant City Clerk;

4) T~~t~~he City Auditor; and,

5) Tthe 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 cCity 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 Ccity 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 Ccity'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 Ccity, that is, the Mayor and mMembers of the Board of CommissionersCity Commission;

B. Relatives of any elected official;

C. Relatives of the City Manager;

D. Relatives of any dDepartment Ddirector if that relative falls anywhere within the chain of supervision for that Department Directordepartment director under the Citycity'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. Tthe 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. Tthat 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.

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 cCity'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 Directordepartment directors shall have the authority, subject to City Manager review, to manage assignments between and amongst employees within their dDepartment 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 cCity'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 c~~C~~ity employee who operates in a managerial capacity should not engage in any form of non-professional relationship with a subordinate employee within the same department. 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 S~~s~~ame ~~l~~Level. 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 ~~C~~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.
Section 6.
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.

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 immediate supervisor and noted on final personnel action form (PAF). City Manager at the time of re-application.

1)

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 c~~C~~ity 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 c~~C~~ity 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 Texas Public Information ~~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 ~~D~~director or other designated personnel officer. Review and inspection of an employee's personnel file shall be under the supervision of the department ~~D~~director or personnel officer or designee.

Section 3. An employee must have on file a signed and executed ~~Personnel Manual~~ Acknowledgments Form, which may be obtained from the Personnel Officer or designee regarding the following:

A. Receipt of the Personnel Policy Manual

B. Public Access Option - 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.

C. Wage Deduction Authorization

~~. Also, s~~See Exhibit "A" to this Manual.

~~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.~~

~~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 dDirector and/or the personnel officer in writing, about the following subject matter(s):

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.

~~**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.~~

~~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 ~~C~~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 c~~C~~ity, acting through its management personnel (City Manager and ~~Department Director~~department directors), may establish work schedules that provide for ~~C~~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.

A. All regular full-time employees shall regularly take a one (1) hour break for lunch on a daily basis unless otherwise approved by their department director.

~~CHPATER~~ CHAPTER 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) punch a day.

1) All exempt employees 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 ~~C~~city personnel records can lead to disciplinary action or even criminal liability exposure.

Section 3. The c~~C~~ity 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 ~~D~~director or the personnel officer.

Section 6. All employees will be paid via direct deposit, with the exception of the 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 c~~C~~ity'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 c~~C~~ity'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 Board of Commissioners ~~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~~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 Board of Commissioners ~~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 c~~C~~ity and is the most practica~~ble~~l and economical way of meeting workloads and deadlines.

Section 2. All overtime must be authorized by the department ~~D~~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 c~~C~~ity 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 ~~C~~City of Pharr FLSA Non~~ON~~-Exempt~~XEMPT~~ personnel is allowed when, in the judgment of the employee's ~~Department Director~~department director, overtime is necessary.

Section 6. Department ~~Director~~directors will be held accountable to upper management for excessive overtime liabilities incurred within their department.

CHAPTER 20. ADVERSE INCIDENT PAY

Section 1. This policy applies to all non-exempt and exempt employees including Public Safety Personnel.

Section 2. Adverse Incident Procedures.

A. Notification of Adverse Incident - The City Manager, or designee, will notify all employees through department directors or managers when an adverse incident exists or has the potential to occur. Impact period will be considered to be in effect when the City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists and the Impact Period has commenced.

Section 3. Impact Periods.

A. Pre-Impact Period - This is the time prior to a potential adverse incident and includes emergency response activities and mitigation measures by the City of Pharr's departments in preparing or responding to an adverse incident or potential adverse incident. This period may begin when the City Manager, or designee, notifies department directors or managers an adverse incident has the potential to occur and/or the city Emergency Operations Center (EOC) is activated.

B. Impact Period - This is the time during which emergency response activities continue and/or restoration of critical services are conducted to protect life safety, property and the environment, and most routine city business functions may be suspended. During this period, city management may designate key essential personnel to take mandatory shelter in a facility recognized or approved by the city (EOC, designated shelter, etc.). The Impact Period begins when a majority of routine city business functions are closed and ends when the City Manager, or designee, notifies employees that it is safe for most routine city business functions to resume and city employees to return to work.

C. Post-Impact Period - This is the time in which restoration of non-critical services are conducted and the city is poised to reestablish normal operations. The emergency response to the adverse incident has passed and post-incident operations are initiated. Operations such as debris removal, building and infrastructure damage assessments are done and public service needs (i.e. private property damage assessment, street signs are put up, small business loan are initiated, etc.) are met. During this period, city management may designate key essential personnel to function in mandatory shift work to address the public needs. The key goal in this period is to get the city back to normal operations.

Section 4. Employee Status. Prior to a determination of the existence of an adverse incident, department directors or designees shall, designate "Emergency Essential" and "Emergency Non-Essential" personnel. If applicable, this status should be indicated on the employee job description. Individual employee status may change, as the needs of the city change,

during the adverse incident or at the discretion of the department director, or designee.

A. "Emergency Non-Essential" – Depending on the incident, a needs assessment will be made, some employees may be temporarily dismissed from work, concurrently or successively. Those employees will be categorized as "Emergency Non-Essential" and will be placed on paid administrative leave in accordance with this policy.

B. "Emergency Essential" – Each department director, or designee, is responsible for identifying those employees who will be required to remain or respond during an adverse incident, those employees will be designated as "Emergency Essential." "Emergency Essential" employees may be required to be available immediately before (Pre-Impact), during (Impact), and after (Post-Impact) and may be assigned within the Emergency Operations Center, designated shelter or other areas of the city during the adverse incident to perform duties directly related to the adverse incident conditions, as determined by city management.

C. Emergency or Alternate Duty Assignment - Prior to or during an adverse incident, the City Manager, or designee, may assign employees to any duty to the extent that the city is not in violation of any state or federal Law. This includes employees of one department serving in an emergency capacity for any department or function as assigned.

Section 5. General.

A. No employee is excused from work during the Pre-Impact, Impact or Post-Impact Periods until the City Manager, or designee, through their department director, or their designee, authorizes employees to leave, even if a public announcement of office closures or suspension of routine city business functions is issued. Employees must return to work as soon as the Impact Period is over (within 24 hours or next regular scheduled shift) to participate in the city's recovery. Employees dismissed from work during an adverse incident will be on paid administrative leave but for no more than 40 regularly scheduled work hours. No adjustment will be made for employees that are using previously approved time off or other non-compensable type of absence.

B. Paid administrative leave will start when the employee is dismissed by his/her department director and will continue until the City Manager, or designee, notifies employees that it is safe to return to work, but not exceed 40 regularly scheduled hours. Employees are expected to return to work on their next scheduled day or shift following the City Manager, or designee, notification the Impact Period is over. The employee shall check with their immediate supervisor or department director on when and where to report

upon returning to work. If an employee fails to return to work or cannot return for other reasons, then the work time lost will be identified as leave of absence without pay, unless on a case by case basis other paid leave (vacation, sick, etc.) is approved. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours. If additional paid administrative leave is not authorized by the City Manager, or designee, the employee may opt to utilize accrued paid vacation or accrued compensatory time to account for any hours not worked.

C. The City of Pharr recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an adverse incident. When evacuation of personal residences is required, Emergency Essential Employees will be permitted and expected to make arrangements for their families like any other individual, including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of paid administrative leave for this purpose. Employees who are not able to return to work because of emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at city facilities due to impassable roadways, etc.) must contact their department director, or designated supervisor, as soon as possible and to be placed on paid administrative leave. Any employee who is found to have failed to return to work when conditions permitted their return will be considered as an unauthorized absence from work, which may be sufficient cause for disciplinary action up to and including termination.

D. During an adverse incident, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.

E. At city management's discretion, previously approved leave, vacation, etc., for essential employees may be canceled when an adverse incident has the potential to occur or exists. Failure to return to work upon notice, either written or verbal, that leave has been canceled will be deemed as an unauthorized absence from work or assignment, which may be sufficient cause for termination.

F. All other policies concerning pay shall comply with the City of Pharr's Personnel Rules and the Fair Labor Standard Act.

G. At the conclusion of the Adverse incident the City Personnel Policies shall be fully in effect.

Section 6. Compensation for Hours Worked During an Adverse Incident.

A. Exempt Employees.

1) During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the city in preparation for a potential adverse incident shall be paid according to the normal pay policy. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division within the Human Resources Department.

2) During an Impact Period and Post-Impact Period, essential exempt employees authorized to perform work for the benefit of the city related to the incident shall be paid at their overtime computed rate for each hour worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. The exempt-status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this policy.

3) During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the city (EOC, designated shelter, etc.) they shall be paid at their overtime computed rate for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the city may vary by department or individual as determined by the department director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. Exempt employees not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.

4) The exempt employees' computed hourly rate shall be applied to hours worked on weekends, holidays, and any hours over their regular daily schedule during the Impact and Post-Impact Period as determined by the department director, or designee, and/or City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

5) During an Impact Period, exempt employees released from work, which are not required or are unable to report to work due to the conditions created by the adverse incident, shall receive paid administrative leave for up to

40 normally scheduled hours. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

6) Once an Impact Period has ended, an exempt employee shall check with their immediate supervisor, or department director, on when and where to report upon returning to work. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case- by-case basis. Failure of the employee to contact their department director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.

7) Nothing herein shall be construed to affect the exempt status of such employees.

B. Non-Exempt Employees.

1) During a Pre-Impact Period non-exempt employees authorized to perform work for the benefit of the city directly related to preparation for a potential adverse incident shall be paid according to the normal pay policy. The Pre-Impact work hours shall be clearly identified, and the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. The Pre-Impact work hours shall be separated from the normal daily work hours performed.

2) During an Impact and Post-Impact Period, non-exempt employees authorized to perform work for the benefit of the city related to the incident shall be paid at their overtime rate for all hours worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

3) During an Impact Period when key essential employees are required to reside in a facility recognized or approved by the city (EOC, designated shelter, etc.) they shall be paid their overtime rate of pay for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the city may vary by department or individual as

determined by the department director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

4) During the Impact Period, non-exempt employees released from work and are not required to report to work or cannot get to work because of conditions due to the adverse incident shall receive paid administrative leave pay for up to 40 normally scheduled hours unless requested to return to work before the 40 hours has been exhausted. These hours shall not count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

5) Once an Impact Period has ended, a non-exempt employee shall check with their immediate supervisor, or department director, on when and where to return and report upon returning to work. Failure of a non-exempt employee to return to work within 24 hours or their next regularly scheduled workday or shift after the adverse incident has been canceled will cause the employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of the employee to contact their department director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.

Section 7. Summary.

	Pre-Impact Period*	**Impact and Post-Impact Period**
Activities	Emergency response preparation activities and mitigation measures by the City of Pharr Departments.	Emergency response activities and critical services are conducted to protect life safety, property and the environment. Most routine city business functions may be suspended.
Begins	City Manager, or designee, advises an Adverse Incident has the potential to occur.	City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists.

Ends	City Manager, or designee, advises the potential for an Adverse Incident has passed and the city resumes routine city business functions. OR City Manager, or designee, advises the city has entered the Impact Period.	City Manager, or designee, advises it is safe for employees to return and resume most routine city business functions.
Emergency Essential		
Non-Exempt Emergency Essential	Normal rate of pay	Overtime rate for all work hours *Mandatory residency*: Overtime rate for all worked hours
Exempt Emergency Essential	Normal rate of pay	Overtime computed rate for all worked hours *Mandatory residency*: Overtime rate for all worked hours
Emergency Non-Essential		
Non-Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave of up to 40 hours** at normal rate of pay
Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave of up to 40 hours** normal rate of pay

* No-notice incidents may not have a "Pre-Impact Period."

** The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours.

CHAPTER 2~~0~~1. COMPENSATORY TIME (FLSA)

Section 1. Compensatory time (comp time), like any overtime, must be pre-approved by the department d~~D~~irector 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 d~~D~~irector may require the~~,~~ use of 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. Comp~~ensatory~~ time may not be transferred from one employee to another.

Section 6. Department ~~Director~~directors are authorized to allow ~~a~~ FLSA N~~ON~~on-E~~XEMPT~~xempt employees to accrue up to forty (40) hours of Compensatory Time, in lieu of overtime pay.

Section 7. In the event that an employee exceeds the (40) hour cap, overtime must be paid in accordance with federal law standards.

Section 8. Upon change in exempt status, transfer or termination of employment, a non-exempt employee will be paid for unused comp~~ensatory~~ time. ~~earned in accordance with federal law standards.~~

CHAPTER 2~~1~~2. 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~~Standby pay will be determined by ~~amount to be set by~~an 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 (24) hours prior to the anticipated requirement of standby status when possible. ~~Compensatory s~~Standby time during the week begins one (1) 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 time~~s~~ begins one (1) 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~~non-exempt employees shall be eligible for standby compensation. Standby time shall not be considered hours worked for purposes of calculating overtime.

CHAPTER 2~~2~~3. 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 2~~3~~4. PAID TIME OFF: HOLIDAYS

Section 1. As of the adoption of this Manual, the recognized ~~City~~city holidays for the c~~C~~ity's regular full-time 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 for regular full-time employees and one four (4) hour shift per holiday for regular part-time employees, 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 c~~C~~ity’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 245. 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 ~~C~~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. Employees, who upon the adoption of this Personnel Policy 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.

Comment [AC1]: 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:

Comment [AC2]: As per City Manager all employees should be treated the same when it comes to accruals.

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 ~~Director~~directors are authorized to schedule and approve annual leave giving due consideration to the staffing needs of the ~~C~~city and the interest of the employees.

E. Employees on annual leave are subject to be recalled to duty if in the discretion of c~~C~~ity management the staffing needs of the ~~City~~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 e~~employee.

CHAPTER 2~~5~~6. 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 purposes 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 2~~6~~7. PAID TIME OFF: SICK LEAVE

Section 1. General Policy. It is the policy of the ~~C~~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 an 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~~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~~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 ~~M~~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.

A. In other words, insubstantial appearances at work during the stated period that are determined by c~~C~~ity 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 2~~7~~8. 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 ~~C~~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 c~~C~~ity 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.

CHAP~~P~~TER 2~~8~~9. ~~-~~ANNUAL LEAVE TO SICK LEAVE DONATION

Section 1. The c~~C~~ity 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 account~~ed~~ 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 30~~29~~. ~~-~~WORKERS' COMPENSATION INJURY LEAVE

Section 1. The c~~C~~ity is a subscriber under the Workers' Compensation Act. As such, the full benefits of the workers' compensation laws apply to ~~City~~city employees.

Section 2. The c~~C~~ity 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 ~~C~~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, unless the employee is on full salary continuation.~~.~~

B. An employee on~~r~~ 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 c~~C~~ity. An employee who exhausts all paid time off benefits shall receive only those benefits provided under the 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 c~~C~~ity 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 ~~M~~manual.

CHAPTER 31~~0~~. FAMILY AND MEDICAL LEAVE ACT (FMLA).

Section 1. The ~~C~~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 m~~M~~anual.

Section 3. The c~~C~~ity'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.

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. Ccompensatory time;

B. Ssick leave;

C. Aannual 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 aApplication for FMLA leave to their department dDirector as soon as possible prior to taking FMLA leave. If submission prior to taking leave it is not possible, the Aapplication must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department dDirector or from the personnel officer.

Section 10. The cCity requires medical certification to support a request for leave due to a serious health condition and may require additional medical opinions at the cCity's expense. If an employee fails to provide the required notice and medical certification, the Ccity 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 d~~D~~irector, 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 ~~C~~city will maintain the employee's health insurance coverage under the c~~C~~ity's ~~G~~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 e~~E~~mployee'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 ~~D~~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~~ exhausted or to present a fitness for duty report is subject to discipline and ~~-~~/ ~~-~~or non-disciplinary suspension or separation, as the circumstances require.

CHAPTER 3~~1~~2. 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 3~~2~~3. 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 ~~D~~director deployment orders or official notification.

Section 3. Employees on active military leave shall first exhaust military leave as required by law and thereafter 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~~ fiscal year basis.

CHAPTER 3~~3~~4. 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 3~~4~~5. ADMINISTRATIVE LEAVE; PAID OR UNPAID

Section 1. In addition to the foregoing types of leave, the City Manager or any department d~~D~~irector 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 leave~~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 3. ~~An employee who has exhausted all earned sick leave, annual leave, FMLA leave, and any other leave, may be terminated from employment.~~

CHAPTER 3~~5~~6. 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 Personnel ~~p~~Policy ~~m~~Manual, or as otherwise required by supervisory personnel, and that any non-compliance with these standards may result in an adverse personnel decision.

CHAPTER 3~~6~~7. 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 Manual 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 d~~D~~irector, 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 3~~7~~8. NON-DISCIPLINARY SEPARATIONS

Section 1. The ~~C~~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.

Section 2. Resignation.

A. An employee may leave the ~~C~~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 c~~C~~ity'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~~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 c~~C~~ity'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 c~~C~~ity 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 c~~C~~ity 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 c~~C~~ity 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 3~~6~~7, 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 c~~C~~ity.

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 c~~C~~ity in writing by ~~,~~ no~~t~~ later than the date specified~~y~~ on the benefit continuation offer provided upon separation of employment. ~~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 c~~C~~ity at that time.

2) The c~~C~~ity 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 as stated under ~~. See under~~ Section C(1).

3) The person may elect to continue coverage at a reduced level, if such coverage is offered by the ~~C~~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 ~~C~~city. If a bank draft is not made and the c~~C~~ity is not reimbursed (to include NSF Fee), it will result in automatic cancellation of coverage at the earliest possible month. It is not the c~~C~~ity's responsibility to ensure the ~~C~~city receives payment, that responsibility lies directly with the covered person.

Section 4. Lay-Offs.

A. While rare, the c~~C~~ity 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 Policy Manual.

D. Employees terminated under this provision shall be afforded the opportunity of health benefit continuation. ~~COBRA laws apply in this situation. For COBRA health coverage payment, see Chapter 37, Section 3, subsection C.~~

~~**Payment for Continued Health Insurance Coverage**~~

~~For continued health coverage, payment is required. See Chapter 37, Section 3, subsection D for requirements.~~

CHAPTER 3~~8~~9. 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 ~~P~~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 ~~C~~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 c~~C~~ity 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 40~~39~~. GROUNDS FOR DISCIPLINE

Section 1. A supervisor, a department d~~D~~irector, 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~~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 c~~C~~ity 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 ~~C~~city.

D. Any other conduct, either in connection with ~~C~~city business or of such a public nature that it adversely reflects on the c~~C~~ity or the employee's ability to function satisfactorily as a c~~C~~ity employee.

CHAPTER 41~~40~~. DISCIPLINARY ~~& TRAINING P~~PROCEDURE

Section 1. The c~~C~~ity endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity

to improve. However, the c~~C~~ity 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~~to 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 4~~1~~2. 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 c~~C~~ity premises (including parking lots) or worksites, in c~~C~~ity vehicles, or while involved in ~~C~~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 c~~C~~ity has a ~~zero tolerance~~zero-tolerance policy with respect to substance abuse of any type. Any detectible 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 p~~P~~ersonnel ~~O~~officer prior to starting work or entering ~~C~~city premises or worksites.

B. The supervisor or p~~P~~ersonnel o~~O~~fficer will decide if the employee may remain at work or on c~~C~~ity p~~P~~remises 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 c~~C~~ity 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 bodily injury to self or others and/or damage to property. ~~or injury to persons.~~

D. **Random T~~t~~esting.** 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 c~~C~~ity will ~~utilize its best efforts to~~ make every effort to utilize a responsible drug and substance abuse testing laboratory that satisfie~~d~~s 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 an 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 c~~C~~ity 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 ~~C~~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.) o~~O~~r 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 c~~C~~ity 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.~~

Section 10.

CHAPTER 4~~2~~3. 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 c~~C~~ity 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 the severity of the misconduct.

Section 4. If the harasser is a supplier or customer, or other outside service provider, the ~~C~~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 c~~C~~ity'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.

Section 8. Because the potential for misunderstandings and other miscommunication is higher when e~~E~~mployees are at work, all e~~E~~mployees 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 44. CITY EQUIPMENT AND PROPERTY

Section 1. General Policy Statement. Because all c~~C~~ity equipment, of whatever nature, is acquired with public money, the care and usage of all c~~C~~ity equipment is restricted for legitimate ~~City~~city business. Personal use of ~~C~~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 c~~C~~ity that telephone, mail, and facsimile transmission facilities shall be available during working hours for effective communication involving c~~C~~ity business. Accordingly, c~~C~~ity facilities should not be used for personal telephone calls or personal mail except in cases of necessity.

A. Use of the c~~C~~ity'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. Personal long distance phone calls are not permitted.~~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 c~~C~~ity's address to receive personal mail. The ~~C~~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 ~~C~~city.

Section 5. Internet and Email Use. See technology acceptable use policy for reference**.**

Section 6. All Other Equipment. All other c~~C~~ity 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 ~~C~~city equipment must be reported to supervisory staff. An employee may be held responsible for the cost of replacing or repairing c~~C~~ity equipment that is lost or damaged if found to be caused by employee negligence.~~.~~

CHAPTER 45. OPERATION OF MOTOR VEHICLES

Section 1. General Policy. It is the policy of the c~~C~~ity that all employees required to operate motor vehicles in performance of c~~C~~ity 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 ~~C~~city owned) in performance of c~~C~~ity 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 ~~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 ~~C~~city, if qualified and if one is available, or discharged.

Section 4. Any c~~C~~ity employee required to operate a motor vehicle who is convicted of any of the following~~s~~ violations 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 situations 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 ~~C~~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 c~~C~~ity's motor vehicles is prohibited and is ~~a~~ grounds for disciplinary action up to and including termination of employment. City vehicles shall not be used for personal errands or for personal travel. City motor vehicles shall only be utilized for ~~Employees who are provided City motor vehicles for their use will use such vehicles only for C~~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 ~~C~~city requirements.

Section 8. See Safety Manual for additional reference.

CHAPTER 46. 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 c~~C~~ity. 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 to include personal hygiene. Let good common sense be the employee's guide and avoid extreme dress wear, make-up, and hairstyles. The ~~D~~department ~~D~~director ~~are~~is 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 ~~C~~city employees unless covered by a collective bargaining agreement. If a

~~D~~department d~~D~~irector, 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~~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 ~~C~~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~~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, Communications, Development Services, Events Center, Fire, Golf, Innovation & ~~formation~~ 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~~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, Chamber, City Manager's Office, Communications, Court, Development Services, Engineering, Events Center, Finance, Fire, Golf, Grants Management, Human Resources, Innovation &formation Technology, Library, MediaPAL, Parks & Recreation, PEDC, Police, Public Utilities, and Public Works and Purchasing.

B. Guidelines for Office Attire – Male Department Director & Assistant Department Director

1) Department Director and Assistant Department Director eEmployees 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 pieceTwo-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 c~~C~~ity's expectations for the standard dress code. The d~~D~~epartment ~~D~~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 d~~D~~epartment d~~D~~irector.

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, and/or backwards are unacceptable.

E. Glasses - Dark glasses may not be worn in-doors, unless required by a licensed physician and a medical excuse ~~is~~will be required.

F. Name badge - Employees must~~MUST~~ wear their name badges at all times.

G. Uniforms - Uniformed employees who have assigned uniforms must wear them at all times. Shirts must be tucked in and worn no

lower than the second button from the collar. 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~~except for 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. Footwear such as tennis shoes, sneakers, sandals, flip flops, clogs, slippers and mules are not allowed.~~Tennis shoes, thongs, clogs, open toe flip flop sandals/shoes or b~~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 47. PUBLIC AND MEDIA RELATIONS

Section 1. It is the policy of the c~~C~~ity that public relations, contact with the media, releases of information, news releases and availability of ~~C~~city records and information shall be handled through a chain of command and in accordance with applicable law. Since a statement by any c~~C~~ity employee to the public or to the news media may be interpreted as an official statement of the ~~C~~city administration, contact with the media, news releases and other releases of information concerning the c~~C~~ity or any of its department is limited to managerial personnel given that responsibility.

Section 2. Public Appearances. Requests for a c~~C~~ity employee to make a public appearance on behalf of the c~~C~~ity shall be referred to the employee's d~~D~~epartment ~~D~~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 c~~C~~ity 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 ~~C~~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 c~~C~~ity 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 c~~C~~ity's ~~O~~ordinance relating to the release or production of records.

D. Requests for information, questions or statements by the news media concerning matters of ~~C~~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 ~~C~~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 ~~C~~city, ~~C~~city employees, or officers or when requests are made for information or records, the procedures set out in this policy should be followed.

CHAPTER 48. CONFLICT OF INTEREST

Section 1. General Policy. It is the policy of the ~~C~~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 ~~C~~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 ~~C~~city secures goods or that provides services competitive with the c~~C~~ity. To compete, directly or indirectly, with the ~~C~~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 c~~C~~ity, or to render other services in competition with the c~~C~~ity.

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 c~~C~~ity, 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~~city.

D. **Disclosure of inside information which causes a conflict of interest.** To disclose or use information relating to the ~~C~~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 c~~C~~ity for any personal gain other than allowable compensation and benefits received from the ~~C~~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 ~~C~~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 ~~C~~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 ~~D~~department ~~D~~director. Such request shall not be approved unless employment will not adversely affect the employee's job performance with the c~~C~~ity, will not result in a conflict of interest, and will not adversely reflect on the ~~C~~city. The ~~D~~department ~~D~~director shall return the request to the employee indicating whether the request has been approved or disapproved. The employee may appeal the d~~D~~epartment d~~D~~irector's decision by filing a grievance with the City Manager. The ~~action~~ decision of the City Manager is final.

Section 6. An employee will not borrow money from or otherwise exploit or take advantage of other ~~C~~city employees. Included in this prohibition are such activities as selling items to c~~C~~ity 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 c~~C~~ity without following the ~~C~~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 c~~C~~ity personnel, equipment or supplies for personal gain nor shall an employee do personal work on ~~C~~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 c~~C~~ity 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 c~~C~~ity 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 c~~C~~ity.

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 p~~P~~ersonnel ~~O~~officer or designee.

CHAPTER 49. POLITICAL ACTIVITY

Section 1. General Policy. It is the policy of the c~~C~~ity 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~~zero-tolerance policy with respect to political activity of any type. Any violations of this policy shall subject ~~all~~the employee(s) to disciplinary action, up to and including termination.

CHAPTER 50. NO SMOKING POLICY

Section 1. General Policy. Smoking is not permitted in ~~City~~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 and must comply with smoking regulations as per city ordinance.~~.~~

Section 3. Non-employee visitors will be directed to comply with the ~~City~~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~~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 6. All employees share in the responsibility for adhering to and enforcing the policy, but management will assure adherence to this policy.

Section 7. Conflicts should be brought to the attention of the immediate supervisor and, if necessary, the ~~Department Director~~department director.

Section 8. 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 9. This policy, and any violations thereof, shall be enforced through appropriate counseling and appropriate disciplinary action.

CHAPTER 51. ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS AND GRIEVANCES

Section 1. General Statement of Purpose. This Chapter addresses the ~~City~~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~~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~~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~~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~~director level, the matter may be appealed to the City Manager, whose determination of the matter shall be final.

CHAPTER 52. 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.

Section 3. 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 53. ~~*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.*~~APPEAL PROCESS & PROCEDURE

Section 1. Appeals brought under this Personnel Policy 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 Board of Commissioners ~~City Commission~~ under this Policy Manual; provided, however, that nothing in this Manual is intended to derogate from ~~whatever~~ any investigative authority the Board of Commissioners ~~City Commission~~ may have under the City Charter.

CHAPTER 54. 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~~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~~by 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, and issues shall be handled professionally and as 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 Directordirectors are given wide discretion in the management of personnel within their department, anddepartment 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 55. MISCELLANEOUS MATTERSTRAVEL

Section 1. **General.** 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 reimbursement for expenditures associated with such travel.

Section 2. **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.

Section 2. **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.

Section 2. Requests for reimbursement shall be reviewed by the City Manager.

Section 2. **Travel Authorization.** Directors must get approval to travel from the City Manager prior to any arrangements being made. Department directors are responsible for authorizing all travel and training, considering both budget availability and staffing needs for their respective department.

Section 3. The scope and amount of travel expenses, including payment of any per diem amounts, shall be set by a separate city ordinance.

A. Requests for reimbursement shall be reviewed by the City Manager.

Section 4. **Local Business Travel.** Local business travel is considered travel that is seventy-five (75) miles or less from City Hall or the employee's normally assigned work station to the destination site.

Section 5. **Extended Business Travel.** Extended business travel refers to travel that is more than seventy-five (75) miles from City Hall or the employee's normally assigned work station to the destination site or that requires overnight lodging.

Section 6. **Transportation.** The most efficient and economical mode of travel must be used. City vehicles should be used when available or at the discretion of the department director. The use of personal vehicles for travel must be pre-approved by the department director.

A. Mileage reimbursement on personal vehicles is an eligible expense for local business travel except for an employee receiving a car allowance. Mileage is calculated from the employee's normally assigned work station or their residence to the destination site, whichever distance is less.

B. An employee receiving car allowance will not be eligible for mileage reimbursement for travel within Cameron, Willacy, Hidalgo or Starr Counties.

Section 7. Travel Time Periods. In accordance with FLSA regulations, the following travel provisions apply to non-exempt employees authorized to travel:

If:	**Then Travel Time Is:**
Travel, departing and returning on the same day, either as a driver or passenger	Compensable for all hours traveled.
Travel involves overnight lodging	Compensable during normal business hours and at most between 6 a.m. and 7 p.m., even on non-working days.

Section 8. ~~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 8. ~~**Effective Date.** The provisions of this updated personnel manual shall take effect upon their formal approval by the Board of Commissioners.~~

Section 9. ~~**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 56. 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 policye; alsopreviously 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 Citycity, as set by the Board of Commissioners City Commission and the City Manager from time to time.

Department Director - refers to the person in charge of an administrative department within the Citycity's organizational structure.

Effective Date – refers to the effective date of this Personnel Policy Manual, as adopted by Resolutionordinance of the Board of Commissioners. City Commission.

Employee – any person who receives compensation for services rendered to the Citycity 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 regular full-time employeerespective employee equivalent to one eight (8) hour shift for the holiday in question and one four (4) hour shift for regular part-time employees.

Holiday, Premium Pay – refers to a rate of pay that is equal to one and a half times 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 Resources 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.

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.

Paid Time Off – refers to duty time for which an employee will be paid at their regular rate of pay ~~even but are~~when 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~~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~~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:~~

~~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.~~

~~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.~~

~~The manual is not a contract and the information provided is subject to change by the City as the need arises.~~

~~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~~

~~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~~		

Acknowledgments

Personnel Policy Manual

_____ Initials

I acknowledge receipt of a copy of the Personnel Policy Manual of the City of Pharr. I understand and agree:

- It is my obligation to understand all the provisions of the manual. I can ask my Supervisor, my Department Director, or the HR office any questions I have about this manual.
- The manual is not a contract and the information provided is subject to change by the City as the need arises.
- 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 this manual.

Public Access Option

_____ Initials

Texas Government Code Section 552.024

The Public Information Act allows employees, 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.

Do you wish to allow public release?	Yes	No
Home address		
Home telephone number		
Social Security Number		
Information that reveals whether you have family members		

Wage Deduction Authorization

_____ Initials

I recognize 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.

_____ Print Name

_____ Signature

_____ Date

Pharr Personnel Policy - Employee Acknowledgement Page
(to be signed and included in personnel file)

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.B.
DATE SUBMITTED: January 2, 2020
MEETING DATE: January 6, 2020

FROM: Crystal Medina, Environmental Coordinator

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Resolution authorizing submission of Governor's Community Achievement Awards (GCAA).

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Keep Texas Beautiful and TxDOT awards GCAA to Texas communities for their efforts of keeping their community beautiful. This program is one of the most prestigious annual environmental awards in Texas.
Application opens January 2, 2020 and closes February 20, 2020.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Crystal Medina	Created/Initiated - 1/2/2020
Pilar Rodriguez	Approved - 1/2/2020
Hilda Pedraza	Approved - 1/3/2020
Patricia Rigney	Approved - 1/3/2020
Karla Moya	Approved - 1/3/2020
City Management Office	Final Approval - 1/3/2020

RESOLUTION NO. R-2020-__

KEEP TEXAS BEAUTIFUL & TXDOT
GOVERNOR'S COMMUNITY ACHIEVEMENT AWARDS (GCAA) PROGRAM

WHEREAS, the City of Pharr, Texas, desires to improve the physical quality of the community life by submitting a Keep Texas Beautiful Grant Application due online by Thursday, February 20, 2020, by 5 p.m.; and

WHEREAS, the GCAA grant application will be submitted on Category 8, based on the City of Pharr's current population, thereby totaling in the amount of up to $270,000; and

WHEREAS, a clean landscaping environment contributes to the emotional, physical and economic well-being of our citizens; and

WHEREAS, we will educate and engage all citizens of Pharr to take responsibility for improving their community's environment; and

WHEREAS, the City of Pharr is proposing to develop and implement the "Keep Texas Beautiful" initiative by implementing the following seven (7) grant activities:

- Community Leadership and Coordination
- Public Awareness and Outreach
- Environmental Education
- Beautification and Community Improvement
- Litter Prevention and Cleanup
- Solid Waste Management
- Litter Law and Illegal Dumping Enforcement

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submission of the "Keep Texas Beautiful" Governor's Community Achievement Award (GCAA) grant application to the Texas Department of Transportation (TxDOT).

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 3rd DAY OF JANUARY 2020.

CITY OF PHARR:

_____
Ambrosio 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 3rd day of JANUARY 2020, ad.

*(Resolution no. **R-2020-**)*

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the 3rd day of JANUARY 2020, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: January 2, 2020
MEETING DATE: January 6, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on appointment of Interim City Manager.

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:

Hilda Pedraza	Created/Initiated - 1/2/2020
City Management Office	Final Approval - 1/3/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: January 2, 2020
MEETING DATE: January 6, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on waiving green and cart fees for the Joey Gonzalez's Golf Tournament to be held on Saturday, March 28, 2020.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The Joey Gonzalez's Golf Tournament is held by the Texas Regional Bank who is requesting fees to be waived in order to raise monies for the P-SJ-A Education Foundation for scholarships in his name.

Financial Consideration: They wish to have the fees waived, which totals at approximately $2,850.

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 1/2/2020
Sergio Alanis	Approved - 1/2/2020
Hilda Pedraza	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: January 3, 2020
MEETING DATE: January 6, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation with the City Commission on possible City Hall renovations and security measures.

Classification: Closed Session

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

Exclude Material from Public Packet? No
Reason:

Issue: Item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie Created/Initiated - 1/3/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: December 19, 2019
MEETING DATE: January 6, 2020

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Active Wear for the Fire Department. (Project #1920-01-515-SP003-288)

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: This is a budget item for fiscal year 2019-2020 to purchase active wear for the fire department which is part of the Collective Bargaining Agreement.

Financial Consideration: This is a budget item for fiscal year 2019-2020 to purchase active wear for the fire department which is part of the Collective Bargaining Agreement. Account # 51500-1100 will be used to pay for these items.

Staff Recommendation: Staff recommends award of a Supply Contract for a period of one (1) year to the one and only responsive local bidder, North Lean dba Printex Express from Pharr, TX.

Alternatives:

ROUTING:

Leonardo Perez	Created/Initiated - 12/19/2019
Veronica Gutierrez	Approved - 12/20/2019
Anali Alanis	Approved - 12/26/2019
Patricia Rigney	Approved - 12/27/2019
Karla Moya	Approved - 12/27/2019
City Management Office	Final Approval - 1/3/2020

BID OPENING: DECEMBER 13, 2019 AT 10:00 A.M.

LOCATION: CITY COMMISSION RM-2ND FLOOR

BID OPENING: DECEMBER 13, 2019 AT 10:00 A.M.

PROJECT #1920-01-515-SP003-288 - FIRE DEPARTMENT ACTIVE WEAR

ITEM NO.	TYPE	DESCRIPTION	QTY	PRINTEX EXPRESS PHARR, TX	
1	BASE	Polo Shirt, short sleeve with embroidered logo and Name/Rank. Size: Small, Medium or Large	66	**$26.00**	$1,716.00
2	BASE	Polo Shirt, short sleeve with embroidered logo and Name/Rank. Size: XL, 2XL, 3XL or 4XL	49	**$28.00**	$1,372.00
3	BASE	Tee Shirt, short sleeve with pocket and 2 color screen print logo on front and back of shirt. Size Small, Medium or Large	200	**$7.95**	$1,590.00
4	BASE	Tee Shirt, short sleeve with pocket and 2 color screen print logo on front and back of shirt. Size XL, 2XL, 3XL or 4XL	136	**$9.95**	$1,353.20
5	BASE	Tee Shirt, long sleeve with pocket and 2 color screen print logos on front and back of shirt. Size Small, Medium or Large	75	**$11.00**	$825.00
6	BASE	Tee Shirt, long sleeve with pocket and 2 color screen print logo on front and back of shirt. Size XL, 2XL, 3XL or 4XL	30	**$13.00**	$390.00
7	BASE	Cap with 2 color embroidered logo on front panel. Size Small/Medium	15	**$10.00**	$150.00
8	BASE	Cap with 2 color embroidered logo on front panel. Size Large/X-Large	85	**$10.00**	$850.00
			TOTAL	**$8,246.20**	
			HARDCOPY OF BID SUBMITTED	**YES**	
			ELECTRONIC BID SUBMITTED	**YES**	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: December 26, 2019
MEETING DATE: January 6, 2020

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, authorizing City Manager to award Supply Contract(s) for the Purchase and Delivery of Personal Protective Gear for the Pharr Fire Department to multiple vendors.(Project #1920-01-SP005-102)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: This bid is for supply contract for the purchase of personnel protective gear required for firefighting to protect our firefighters from the dangers of our occupation. This is a budget item for fiscal 2019-2020.

North American Fire Equipment Co., Inc. (NAFECO):
Turnout Gear
Structure Gloves
Structural Hoods
Delta Industrial Services & Supply:
Extrication Gloves
Casco Industries:
Structural Boots
Structural particulate Hood

This will allow us to better manage the ordering process for these types of equipment plus lock down vendors on their prices.

Financial Consideration: This is a budgeted item for fiscal year 2019-2020 on account 51500-1117 for $90,000.

Staff Recommendation:

Staff recommends the award of multiple Supply Contract(s) as depicted on the bid tabulation. If awarded, staff is requesting authorization, with City Manager approval to exercise the option to extend the contract(s) for an additional two (2) years, in one (1) year increments, subject to satisfactory performance and unit prices remaining unchanged.

Alternatives:

ROUTING:

Leonardo Perez	Created/Initiated - 12/26/2019
Veronica Gutierrez	Approved - 12/27/2019
Anali Alanis	Approved - 1/2/2020
Patricia Rigney	Approved - 1/2/2020
Karla Moya	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

BID OPENING: DECEMBER 20, 2019 AT 10:00 A.M.
LOCATION: CITY COMMISSION RM-2ND FLOOR
BID OPENING: DECEMBER 20, 2019 AT 10:00 A.M.

PROJECT #1920-01-515-SP005-102 - PURCHASE OF STRUCTURAL FIREFIGHTING PPE

			BIDDERS:	CASCO INDUSTRIES INC. LA PORTE, TX		DELTA INDUSTRIAL SERVICE & SUPPLY PORT NECHES, TX		NORTH AMERICAN FIRE EQUIPMENT CO., INC (NAFECO) DECATUR, AL	
ITEM NO.	TYPE	DESCRIPTION	QTY	UNIT/BRAND	TOTAL	UNIT/BRAND	TOTAL	UNIT/BRAND	TOTAL
1	BASE	Turn Out, Gear, coat and pant, complete, individually sized for men or women, including custom text, firefighter identification panel, radio pocket, flash light holder, facepiece bag fastener and suspenders	12	$2,839.00/GLOBE	$34,068.00	$2,370.00/HONEYWELL	$28,440.00	★ $2,585.00/LION	$31,020.00
2	BASE	Traditional, Structural Firefighting Helmets, complete with 4.5-inch shield and 6-inch custom leather front	10	$371.00/CAIRNS	$3,710.00	$328.70/HONEYWELL	$3,287.00	$320.00/LION	$3,200.00
3	BASE	Structural Firefighting boots.	16	★ $288.00/THOROGOOD	$4,608.00	$350.00/HONEYWELL	$5,600.00	$315.00/BLACK DIAMOND	$5,040.00
4	BASE	Structural Firefighting gloves.	36	$84.00/VERIDIAN-FIRE HOG	$3,024.00	$75.00/VANGUARD	$2,700.00	★ $73.00/DRAGON FIRE	$2,628.00
5	BASE	Extrication gloves.	12	$64.00/RINGER	$768.00	★ $46.00/RINGERS	$552.00	$48.00/RINGERS	$576.00
6	BASE	Structural Firefighting Protective hood.	36	$65.00/MAJESTIC	$2,340.00	$45.70/MAJESTIC	$1,645.20	★ $35.00/MAJESTIC	$1,260.00
7	BASE	Structural Firefighting Particulate hood.	36	★ ALT $97.00/COBRA $127.00/MAJESTIC	$4,572.00	$90.00/MAJESTIC	$3,240.00	$107.00/MAJESTIC	$3,852.00
			TOTAL	$53,090.00		$45,464.20		$47,576.00	
			ARO	90 DAYS		60 DAYS		90 DAYS	
			HARDCOPY OF BID SUBMITTED	YES		YES		YES	
			ELECTRONIC BID SUBMITTED	YES		YES		YES	

CITY OF PHARR

SUPPLY CONTRACT FOR PURCHASE OF STRUCTURAL FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **STRUCTURAL FIRFIGHTING PPE** for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**

2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".

3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).

5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.

6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.

7. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

8. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Alex Meade, City Manager, City of Pharr.

BIDDER'S MUST FILL-IN AND SUBMIT WITH FORMAL BID RESPONSE.

SUPPLY CONTRACT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING PPE - CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

Accepted this 18th day of December, 2019.

Ronald Woodall

AUTHORIZED SIGNOR

Ronald Woodall

TYPE/PRINT NAME

Vice President

TITLE

North America Fire Equipment Co., Inc.

LEGAL COMPANY NAME

NAFECO is an Alabama Corporation.

CITY OF PHARR
OWNER

ALEX MEADE,
CITY MANAGER

WITNESS

CITY OF PHARR

SUPPLY CONTRACT FOR PURCHASE OF STRUCTURAL FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **STRUCTURAL FIRFIGHTING PPE** for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**

2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".

3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).

5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.

6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.

7. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

8. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Alex Meade, City Manager, City of Pharr.

BIDDER'S MUST FILL-IN AND SUBMIT WITH FORMAL BID RESPONSE.

SUPPLY CONTRACT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING PPE - CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

Accepted this 19 day of Dec., 2019.

AUTHORIZED SIGNOR	**CITY OF PHARR** **OWNER**
Teri Rutter **TYPE/PRINT NAME**	**ALEX MEADE,** **CITY MANAGER**
Inside Sales **TITLE**	
Cusco Industries Inc. **LEGAL COMPANY NAME**	**WITNESS**

CITY OF PHARR

SUPPLY CONTRACT FOR PURCHASE OF STRUCTURAL FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **STRUCTURAL FIRFIGHTING PPE** for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**

2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".

3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).

5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.

6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.

7. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

8. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Alex Meade, City Manager, City of Pharr.

BIDDER'S MUST FILL-IN AND SUBMIT WITH FORMAL BID RESPONSE.

SUPPLY CONTRACT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING PPE - CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

Accepted this 18 day of December, 2019.

Marissa Guerra
AUTHORIZED SIGNOR

Marissa Guerra
TYPE/PRINT NAME

Vice President
TITLE

Delta Industiral Service & Supply
LEGAL COMPANY NAME

CITY OF PHARR
OWNER

ALEX MEADE,
CITY MANAGER

WITNESS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: December 20, 2019
MEETING DATE: January 6, 2020

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the Purchase and Installation of two (2) Breathing Air Compressors for the Fire Department. (Project #1920-01-515-P001-051)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Our current air compressors that fill our self contained breathing apparatus are old and in need of replacements. This will allow us to replace the oldest one and add a new one thereby giving us at least 3 compressors. These units will help fill our new 5500 breathing air tanks to capacity. This is a budgeted for this fiscal year.

Financial Consideration: These compressors are a budgeted item under account # 51500-8803 for fiscal year 2019-2020.

Staff Recommendation: Staff recommends approval to award a Purchase Contract for the Purchase & Installation of two (2) Breathing Air Compressors for the Fire Department to the low bidder, Buoy Services Inc dba Survival Air Systems from Clute, TX in the amount of $102,790.00.

Alternatives:

ROUTING:

Leonardo Perez	Created/Initiated - 12/20/2019
Veronica Gutierrez	Approved - 12/20/2019
Anali Alanis	Approved - 12/26/2019
Patricia Rigney	Approved - 12/27/2019
Karla Moya	Approved - 12/27/2019
City Management Office	Final Approval - 1/3/2020

★ Recommendation

Pharr

BID OPENING: December 13, 2019 AT 2:00 P.M.

LOCATION: CITY COMMISSION RM-2ND FLOOR

PROJECT #1920-01-515-P001-051 PURCHASE & INSTALLATION OF TWO BREATHING AIR COMPRESSORS

			BIDDERS:	DELTA INDUSTRIAL SERVICE &SUPPLY PORT NECHES, TX		CASCO INDUSTRIES, INC. LA PORTE, TX		BUOY SERVICE INC. DBA SURVIVAL AIR SYSTEMS ★ CLUTE, TX	
ITEM NO	TYPE	DESCRIPTION	QTY						
1	BASE	Breathing Air- Compressor package with instruments, gauges, controls, purification system, carbon monoxide/moisture monitor and indicator system complete and installed	2	$35,881.10	$71,762.20	$35,173.00	$70,346.00	$33,315.00	$66,630.00
2	BASE	Three (3) Position Fill Station with regulator, valves, gauges, whips, isolation valves, bleeders, and latching door with safety interlock complete and installed.	2	$11,324.71	$22,649.42	$12,585.00	$25,170.00	$11,382.00	$22,764.00
3	BASE	Six (6) ISO/UN Cylinders with wall mounting rack and interconnecting piping complete and installed.	2	$11,035.98	$22,071.96	HC $10,818.00 NO BID	HC $21,636.00 NO BID	$6,698.00	$13,396.00
4	BASE	**ADD ALTERNATE BID:** ISO/UN Cylinder each with wall mounting rack and interconnecting piping complete and installed.	1	$1,839.48	$1,839.48	$2,400.00	$2,400.00	$1,116.00	$1,116.00
			BRAND	EAGLE AIR		BRAUER/SCBAS		MAKO	
			TOTAL	$118,323.06		HC $117,152.00 $97,916.00		★ HC $102,790.00 $103,906.00	
			DELIVERY	120 DAYS		30 DAYS		60 DAYS	
			BID BOND	NO		NO		YES	
			HARD COPY SUBMITTED	YES		YES		YES	
			ELECTRONIC BID SUBMITTED	YES		YES		YES	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: December 20, 2019
MEETING DATE: January 6, 2020

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villescas

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the Equipment and Services for the remote monitoring of Lift Station #6, #7, #10, #14, #26, #30, and #50 through Municipal Pump & Control. (Project #1920-60-583-P004-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: This will be accomplished by using a cellular network, website and will include alarm notification via SMS and email for site alarms.

Issue: The service is needed to provide remote monitoring that will breakdown into three site pairs and a single. The pairs will be in the order: Lift Station #6 & #26, #7 & #50, #10 & #30, and #14. Monitoring will be accomplished via cellular network and alarm notification will be accomplished via SMS and email with Municipal Pumps & Control (Independent Distributor).

Financial Consideration:

Staff Recommendation: Staff recommends award of the Purchase Contract to Municipal Pump & Control from Cedar Park, TX in the amount of $76,410.00.

Alternatives:

ROUTING:

Diana Martinez	Created/Initiated - 12/20/2019
Jose Villescas	Approved - 12/20/2019
Veronica Gutierrez	Approved - 12/20/2019
Hilda Pedraza	Approved - 12/30/2019
Patricia Rigney	Approved - 1/1/2020

Karla Moya	Approved - 1/3/2020
City Management Office	Final Approval - 1/3/2020

MPC Inc.

Your Solutions Experts

*****QUOTE*****

December 5, 2019

City of Pharr, TX
Waste Collections Department
Pharr, TX 78577
Attn: Jose Villescas

RE: Lift Stations 6,7,10,14,26,30 & 50 Monitoring

We are pleased to offer a proposal to provide remote monitoring that will breakdown into three site pairs and a single per the customer's request. The pairs will be in the order: 6&26, 7&50, 10&30 and 14. This will be accomplished using a cellular network, website and will include alarm notification via SMS and email for site alarms. Our proposal includes the equipment and services as detailed in our Bill of Material. Items not listed are not included.

BILL OF MATERIAL

Each location will include the following equipment and services:

1 - Remote monitoring equipment mounted in a Nema 4 painted steel enclosure or mounted in existing control panel and includes a base controller with battery backup, standard antenna and cellular modem.
1 - Real-Time Data plan. This will cover data for 1 year and include a one-time commissioning fee. The site will update every 5-6 minutes and immediately for any alarms. The customer will receive a renewal notice to continue the service after the first year.
1 - Submersible level transducer, range 0-33.4ft, with 100ft cable. The transducer is self-weighted, uses 12-30Vdc power, providing 4-20mA loop signal. It will be powered by the base controller. This will be used to monitor the site well level.
1 - Electrical and installation. This will include the installation of the above hardware, electrical conduit and wire, interface with existing control panel.
1 - Startup and Training. Includes the setup, programming, testing and customer training.

The following lift station I/O points will be monitored at each site.

1. Well Level
2. Flow into and out of well site (flow protocol approximated using well level)
3. Pump run status for each pump
4. High Level Alarm
5. Loss of power
6. Loss of Phase (Includes new phase monitor for each lift station).

Notes:

a. Customer to provide trenching across paved surfaces for electrician access to install conduit and wire. Customer to complete repair to paved surfaces.
b. Customer to provide well access to install conduit, wire and submersible transducer. This includes concrete coring.
c. Customer will be responsible for any existing panel issues, wiring, hardware or otherwise.
d. Customer will be responsible for existing site instrumentation, equipment, etc. Any repairs requested by customer will be completed at an additional charge.
e. MPC will be responsible for only the items outlined above.
f. Customer will be responsible to provide list of contacts with email addresses for alarm notifications. Contacts will need a cellular phone able to receive text messages for alarm notification via SMS.

Services:

A. Manufacturer's standard Documentation/Drawings will be provided
B. Warranty
C. Freight, FOB Shipping Point
D. Our standard terms and conditions apply

Lift Stations 6 & 26 breakdown total is **$21,635.00 USD**
Lift Stations 7 & 50 breakdown total is **$22,260.00 USD**
Lift Stations 10 & 30 breakdown total is **$21,010.00 USD**
Lift Stations 14 breakdown total is **$11,505.00 USD**

Total price for all above items excluding sales tax is **$ 76,410.00 USD**

If you have any questions or need additional information, please let me know.

Respectfully submitted,

Bill Dishongh

As President
Municipal Pump & Control, Inc

Accepted by:

_____
Signature

_____
Name

_____
Title:

_____
Date:

PRIMEX
WWW.PRIMEXCONTROLS.COM

December 5, 2019

To Whom It May Concern:

PRIMEX markets its products through a national network of independent factory representatives. PRIMEX is also the National Distributor for Evoqua Control Systems products and therefore markets those products through our network of independent factory representatives. Each representative company is responsible for sales and service of our products in their exclusive territory. Our exclusive representative in the state of Texas is:

Municipal Pump & Control
PO Box 1676
Cedar Park, TX 78630-1676

Voice: 512-314-9136
Fax: 512-314-9137

Primary Contact: Bill Dishongh

Please feel free to contact them directly for information regarding sales and service of our products.

Sincerely,

Todd Holtz
Director of Sales – Engineered Products

220 Ohio Street
Ashland, OH 44805
Toll Free: 800-363-5842
Phone: 419-281-5767
Fax: 419-289-2535

14190 63rd Way North
Clearwater, FL 33760-3616
Toll Free: 800-349-1905
Phone: 727-531-7141
Fax: 727-531-7151

22650 County Highway 6
Detroit Lakes, MN 56501
Toll Free: 888-342-5753
Phone: 218-847-1317
Fax: 218-847-4617

400 Techne Center Drive
Suite 104
Milford, OH 45150
Phone: 513-831-9959
Fax: 513-831-3549

13005 16th Avenue North
Suite 100
Plymouth, MN 55441
Phone: 763-559-0568
Fax: 763-559-2187

844-4PRIMEX (477-4639)

PRIMEX® is a trademark of SJE-Rhombus®, a 100% employee-owned company.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: December 20, 2019
MEETING DATE: January 6, 2020

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villescas

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the Trojan System UV3000 Lights from Newman Regency Group, Inc. (Project #1920-60-583-P006-001)

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: Replace UV Lights for Wastewater Treatment to sterilize all bacteria from water. Newman Regency Group, Inc. is Trojan's sole authorized representative for Texas.

Financial Consideration:

Staff Recommendation: Staff recommends approval for the Purchase of Trojan System UV3000+ Lights needed for the Wastewater Treatment Plant from Newman Regency Group, Inc. from Stafford, TX in the amount of $57,503.00

Alternatives:

ROUTING:

Diana Martinez	Created/Initiated - 12/20/2019
Jose Villescas	Approved - 12/20/2019
Veronica Gutierrez	Approved - 12/27/2019
Hilda Pedraza	Approved - 12/30/2019
Patricia Rigney	Approved - 1/1/2020
Karla Moya	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT
HOUSTON • AUSTIN • DALLAS/Ft. WORTH • OKLAHOMA

Quote

Newman Regency Group, Inc.
281-980-7447 Fax
12705 S. Kirkwood Rd., Ste 140
Stafford, TX 77477

Date	Quote #
12/11/2019	2914

Proposal For:	Ship To
Pharr , City of P.O. Box 1729 Pharr, TX 78577	City of Pharr WWTP 2400 S. Veteran's Blvd. Pharr, TX 78577 Attn: Ray Quintanilla

Terms	Rep	F.O.B.	Project
Net 30	RLF	EXW, PP&A	

Quantity	Item Code	Description	Price Each	Total
		For the Trojan UV3000+, System #511520:		
2	316506-003	End Cap Kit, UV3+ Power & Plain (New Style) Includes all parts required to retrofit entire module.	158.00	316.00
7	917341-100	Ballast Kit, UV3+ (Warranted for 5 years) (Plastic End Caps)	918.00	6,426.00
1	327027P	Inter-Wiper Straight Fitting (Pkg. of 10)	9.00	9.00
1	327066P	Inter-Wiper 90% Elbow Fitting (Pkg. of 10)	16.00	16.00
7	331014-003	Lamp Sleeve Kit, UV3000Plus '07 Red Lamps (4-Pack) Includes 4 ea: Lamps, Quartz Sleeves, O-rings NOTE: MINIMUM OF 4 KITS REQUIRED	1,614.00	11,298.00
102	794447-ORD	Lamp, Angle Base, UV3000+	377.00	38,454.00
2	316136	Quartz Sleeves, UV3000+	125.50	251.00
27	316144P	Sleeve Seal O-Ring (Pkg. of 10)	3.00	81.00
116	316145	Sleeve Support O-ring	0.50	58.00
27	901376P	Spring, Stainless Steel Compression (Pkg. of 10)	22.00	594.00
		FREIGHT IS NOT INCLUDED IN THIS PRICING.		
		PRICING IS VALID FOR 30 DAYS		
		NEWMAN REGENCY IS PROUD TO BE THE SOLE SOURCE OF GENUINE TROJAN PARTS IN THE STATE OF TEXAS.		
		REASONS TO INSIST ON GENUINE TROJAN LAMPS: •Your system's LIFETIME DISINFECTION GUARANTEE depends on it. •Your investment is protected and optimal performance is assured. •Access to Trojan's FREE 24/7 TECHNICAL PHONE SUPPORT provides peace of mind. •Benefit from a 12,000 Hour Warranty. •Enjoy actual operating hours frequently in excess of 15,000 hours, which have been Factory Validated. •Take advantage of FREE Lamp Recycling.		
		CALL WITH ANY QUESTIONS. Becky Faulk (281) 980-7448		

THANK YOU FOR YOUR INQUIRY.

Approval Signature: _____

Date: _____

Total $57,503.00

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT
HOUSTON • AUSTIN • DALLAS/Ft. WORTH • OKLAHOMA

Newman Regency Group, Inc.
281-980-7447 Fax
12705 S. Kirkwood Rd., Ste 140
Stafford, TX 77477

Quote

Date	Quote #
12/10/2019	2912

Proposal For:
Pharr , City of P.O. Box 1729 Pharr, TX 78577

Ship To
City of Pharr WWTP 2400 S. Veteran's Blvd. Pharr, TX 78577 Attn: Ray Quintanilla

Terms	Rep	F.O.B.	Project
Net 30	RLF	EXW, PP&A	

Quantity	Item Code	Description	Price Each	Total
		For the Trojan UV3000+ at the City of Pharr WWTP, System #511520:		
2	316506-003	End Cap Kit, UV3+ Power & Plain (New Style - Orange Silicone Seal) Includes all parts required to retrofit entire module.	158.00	316.00
7	917341-100	Ballast Kit, UV3+ (Warranted for 5 years) (Plastic End Caps)	918.00	6,426.00
1	327027P	Inter-Wiper Straight Fitting (Pkg. of 10)	9.00	9.00
1	327066P	Inter-Wiper 90% Elbow Fitting (Pkg. of 10)	16.00	16.00
130	794447-ORD	Lamp, Angle Base, UV3000+	377.00	49,010.00
30	316136	Quartz Sleeves, UV3000+	125.50	3,765.00
29	316144P	Sleeve Seal O-Ring (Pkg. of 10)	3.00	87.00
144	316145	Sleeve Support O-ring	0.50	72.00
29	901376P	Spring, Stainless Steel Compression (Pkg. of 10)	22.00	638.00
		FREIGHT IS NOT INCLUDED IN THIS PRICING.		
		PRICING IS VALID FOR 30 DAYS		
		NEWMAN REGENCY IS PROUD TO BE THE SOLE SOURCE OF GENUINE TROJAN PARTS IN THE STATE OF TEXAS.		
		REASONS TO INSIST ON GENUINE TROJAN LAMPS: •Your system's LIFETIME DISINFECTION GUARANTEE depends on it. •Your investment is protected and optimal performance is assured. •Access to Trojan's FREE 24/7 TECHNICAL PHONE SUPPORT provides peace of mind. •Benefit from a 12,000 Hour Warranty. •Enjoy actual operating hours frequently in excess of 15,000 hours, which have been Factory Validated. •Take advantage of FREE Lamp Recycling.		
		CALL WITH ANY QUESTIONS. Becky Faulk (281) 980-7448		

THANK YOU FOR YOUR INQUIRY.

Approval Signature: _____

Date: _____

Total $60,339.00

TROJAN UV

December 17, 2019

City of Edinburg WWTP
1202 N. "M" Road
Attn: Mr. Raymundo Quintanilla

Dear Mr. Quintanilla,

RE: Trojan System UV3000+™, System #511714

In the Engineered Submittal Package for the Trojan System UV3000+™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, ballasts and circuit boards. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency, and other components are unknown.

In addition to the above mentioned replacement parts, the technical field service on the UV system should be provided by Trojan Technologies trained personnel. Only Trojan personnel, or their representatives, have the technical, equipment and software training to perform any required field service on the UV system.

In order to keep the equipment performance guarantee intact, is it recommended that specialized system components be purchased and contracted through a Trojan authorized representative. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on the customer.

Trojan's sole authorized representative for Texas is:

Newman Regency Group
12705 S. Kirkwood Suite 140
Stafford, TX 77477
Tel: 281.980.7448/Fax: 281.980.7447

If you have any questions regarding this matter, or require any additional information please do not hesitate to our office at 1-800-294-2150, option #1 or by fax at 1-800-291-0205.

Best regards,
TROJAN TECHNOLOGIES, INC.

Judy Georgijev

Judy Georgijev
Municipal Territory Representative

3020 Gore Rd. • London, Ontario N6A 4C3 •
Ph: 800.294.2150 • Fax: 800.291.0205

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.
DATE SUBMITTED: December 20, 2019
MEETING DATE: January 6, 2020

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villescas

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract of a 2019 Freightliner 108SD (Vactor Truck) to Houston Freightliner, Inc., through H-GAC Contract HT06-18. (Project #1920-60-583-P005-001)

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: This vehicle is to add to our current Wastewater Fleet. This unit does not require CDL license and is to be used for our residential accounts.

Financial Consideration:

Staff Recommendation: Staff recommends award of the Purchase Contract, through the H-GACBuy, to Houston Freightliner, Inc. from Houston, TX in the amount of $285,926.94.

Alternatives:

ROUTING:

Diana Martinez	Created/Initiated - 12/20/2019
Jose Villescas	Approved - 12/20/2019
Veronica Gutierrez	Approved - 12/27/2019
Hilda Pedraza	Approved - 12/30/2019
Patricia Rigney	Approved - 1/1/2020
Karla Moya	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	12/19/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Pharr	**Contractor:**	Houston Freightliner
Contact Person:	Oscar De Leon	**Prepared By:**	Adam Neuse
Phone:	956-402-4300	**Phone:**	713-580-8148
Fax:		**Fax:**	713-676-1603
Email:	oscar.deleon@pharr-tx.gov	**Email:**	adam.neuse@strhouston.com
Product Code:	**C1**	**Description:**	**2019 Freightliner 108SD**

HGACBuy
THE SMART PURCHASING SOLUTION

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 Chelsea 277 PTO	2464	Alcoa LVL One Aluminum RR Wheels	1211
Graphite Bronze Bushing w Seals Front Suspension	768	**Subtotal From Additional Sheet(s):**	0
Alcoa LVL One Aluminum FR Wheels	930	**Subtotal C:**	5373

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X	**Subtotal of A + B + C:**	283354.94	=	**Subtotal D:** 283354.94

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight	**2200**		
Discount	**-1128**		
		Subtotal F:	1072

Delivery Date:	**G. Total Purchase Price (D+E+F):**	285926.94

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: December 30, 2019
MEETING DATE: January 6, 2020

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villescas

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract of a Backhoe Loader Cab from Doggett Heavy Machinery. (Project #1920-60-583-P008-003)

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: This Unit is to be added to our Water Treatment Plant Fleet. This Unit is used in the removal of Water Plant Sludge from the drying beds and loaded into hauling containers for disposal.

Financial Consideration: $75,000

Staff Recommendation: Staff recommends award of the Purchase Contract to Doggett Heavy Machinery from Houston, TX in the amount of $75,000.

Alternatives:

ROUTING:

Diana Martinez	Created/Initiated - 12/30/2019
Jose Villescas	Approved - 12/30/2019
Veronica Gutierrez	Approved - 1/3/2020
Hilda Pedraza	Approved - 1/3/2020
Patricia Rigney	Approved - 1/3/2020
Karla Moya	New -
City Management Office	

Pharr Purchasing

REQUISITION # _____

PURCHASE REQUEST FORM (REQUISITION)

PO# 176680

DEPARTMENT: Public Utilities DIVISION: Water Treatment Plant DATE: 12/20/2019

SUGGESTED VENDORS:

VENDOR#1 NAME	CONTACT NAME / COMPANY ADDRESS	PHONE	PRICE QUOTE
DOGGETT	Casey J. Cavasos/ 901 E. Interstate 2, San Juan, TX 78589	(956) 227-0877	$ 75,000.00
VENDOR#2 NAME	**CONTACT NAME / COMPANY ADDRESS**	**PHONE**	**PRICE QUOTE**
Nueces Power Equipment (NPE)	Robert Zohrer/ 1 Industrial Way, San Benito, TX. 78586	(956) 361-0066	$ 86,700.00
VENDOR#3 NAME	**CONTACT NAME / COMPANY ADDRESS**	**PHONE**	**PRICE QUOTE**
Holt.Cat	Santiago "Remy" Morado/ 10701 US 281 North, Edinburg,TX 78541	(956) 373-0787	$ 95,679.45

RECOMMENDED VENDOR: Casey J. Cavasos/ DOGGETT

JUSTIFICATION FOR PURCHASE: REQUIRED

Replace current backhoe due to excessive wear and tear

QTY	UOM	CLASS / ITEM	COMMODITY NUMBER	DESCRIPTION / PROJECT # / TITLE (NOUN 1ST)	UNIT PRICE	TOTAL PER LINE ITEM
1.00		310SL (2WD) Backhoe Loader Cab and Air 5 year JD Link Service			$ 75,000.00	$ 75,000.00
		Extendable Dipper with24" Standard Bucket				$ 0.00
		One Year DOGGETT Promise				$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
		Fisical Year 16-17				$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 75,000.00

TO BE FILLED OUT BY DEPARTMENTS: BUDGET FUNDS AVAILABLE — BUDGETED

ACCOUNTS #	CURRENT BALANCE	TOTAL EXPENSE	AFTER BALANCE	YES / NO
60-58300-8804			$ 0.00	
			$ 0.00	

DIVISION HEAD: [signature] DATE: 12/20/2019

NOTE: ALL REQUESTS UNLESS APPROVED BY DIRECTOR AS AN EMERGENCY, MUST BE REQUESTED AND SUBMITTED THREE (3) DAYS IN ADVANCE AND MUST HAVE A MONETARY AMOUNT UNLESS IT IS AN UNPREDICTABLE EXPENSE.

DIRECTOR: [signature] DEPUTY CITY MANAGER: _____
(To be routed by Purchasing >$25,000)

DATE: 12/27/19 DATE: _____

PURCHASING: _____ CITY MANAGER: _____

DATE: _____ DATE: _____

Revised:11-15-18

SALES QUOTATION

DOGGETT

Salesperson: CASEY J CAVAZOS
Cell: (956)227-0877
E-mail: casey.cavazos@doggett.com

9111 North Freeway
Houston, TX 77037
Main Line: (713) 679-6700
Fax Line: (713) 674-0305

Customer:	CITY OF PHARR	Make:	JOHN DEERE
Contact:		Model:	310SL (2WD)
Phone:		Stock #:	00000
PO#		Serial #:	00000
Date:	12/20/19	Expires:	01/19/20

Year: 2020 **BACKHOE LOADER** **Hours: 2**

Quantity	Code	Description	Retail Price
		310SL (2WD) BACKHOE LOADER CAB AND AIR 5 YEAR JD LINK SERVICE	$75,000.00
		EXTENDABLE DIPPER WITH 24 INCH STANDERED BUCKET	
		ONE YEAR DOGGETT PROMISE	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	Machine Sale Price	$75,000.00
		Rental Interest	$0.00
		Down Payment	$0.00
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*TRADE IN + PAYOFF (if applicable)*	$0.00
WARRANTY	TYPE / MONTHS / HOURS	*SUB TOTAL*	$75,000.00
		DOCUMENT FEES	$0.00
Preventive Maintenance		TOTAL Without Tax	$75,000.00
PM	MONTHS / HOURS	Applicable Tax/Insurance	$0.00
		Total	$75,000.00

Financing Options:

Retail Note			*HPY Lease*		*HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
3.50%	12	$6,369.12				
3.75%	24	$3,248.53				
3.99%	36	$2,213.97				
4.25%	48	$1,701.83				
4.50%	60	$1,398.23				
4.85%	72	$1,202.66				

Print

Dealership: Casey Cavazos

DOGGETT HEAVY MACHINERY

901 E. Interstate 2

San Juan, TX 78589

Phone: 9567870001

CITY OF PHARR 2WD BACKHOE BUILD DESCRIPTION

Date December 25, 2019

Display in numeric order.

310SL BACKHOE LOADER

Code	Description	Qty
0A70T	310SL BACKHOE LOADER	

Options

Required Items:

170C	JDLink Ultimate 5 Year Subscription Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG). and now includes all Ultimate Connectivity features - Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable	1

	agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.	
2401	English Decals with English Operator and Safety Manuals Requires engine code 1065. English decals installed and English operator's manual.	1
3035	2 Wheel Drive Powershift Transmission With 5F/3R Powershift Transmission. Includes torque converter with electrically actuated twist grip TCL in 1st through 5th gears.	1
4444	Galaxy 21L 24 12PR Rear & 12.5/80-18 12PR Front Requires axle code 3035. Rear tire chains require wheel spacers.	1
2035	Cab Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mats. Less radio (Cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions). Air Conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 3 speed. Mechanical Suspension Deluxe, Cloth, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 in Seat Belt. Tilt Steering Wheel. Interior Rearview Mirror Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector	1

	See Order As Desired codes for additional Cab options not included in standard Cab (i.e. Air Suspension Seat, Radio, Sun Visor).	
8635	Single Battery With Disconnect and Jump Post Recommended for use in ambient temperatures ABOVE 32 degrees F (0 degrees C).	1
6020	Extendible Dipperstick Extended stabilizer legs.	1
6210	No Auxiliary	1
5225	Mechanical Controls, Two Lever, ISO (DEERE)	1
5400	Less Coupler	1
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket Bucket includes TK Teeth.	1
7025	Two-Function Loader Hydraulics, Single Lever Single lever loader control with electric clutch disconnect and momentary MFWD.	1
7600	Less Loader Bucket with Pins for Buckets or Front Attachments Old Style pins will be necessary with older buckets and attachments.	1
8410	Front Cover - For Machines Without a Front Counterweight	1
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions With Net Peak Power of 99 Hp. For use only in areas where EPA Final Tier 4/EU Stage IV is required. Turbocharged. Wet Sleeve Cylinder Liners. 4 Valves / Cylinder. Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible . Cooled Exhaust Gas Recirculation. Serpentine Belt with Automatic Belt Tensioner. Enclosed Safety Fan Guard. Vertical Spin-On Engine Oil Filter. Spin-On Fuel Filter with Water Separator. Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve. Underhood Catalysts with Vertical Curved Exhaust Stack. Passive flow-through Exhaust Aftertreatment system with Grid Heater. Electronically controlled, variable-speed	1

cooling fan.

Optional Items:

9917	Radio, Bosch Basic Package AM/FM/Weather Radio	1
9905	Strobe Light with Magnetic Mount Light is shipped loose in the cab.	1

CASE CONSTRUCTION

NPE NUECES POWER EQUIPMENT SALES • PARTS • RENTALS

Customer Info

City of Pharr

Pharr TX US

956-227-3063

manuel.ponce@pharr-tx.gov

Dealership

Roberto Zohrer

956-361-0066

roberto@npetex.com

AMOUNT

580SN 2WD T4 FINAL.

580SN 4WD T4 FINAL.

COMMENTS

Price is valid through Buy Board Contract # 515-16

CASE CONSTRUCTION

NPE NUECES POWER EQUIPMENT SALES • PARTS • RENTALS

UNIT #1: 580SN 2WD T4 FINAL.

PACKAGES

QUICK PICKS	463757	NO QUICK PICK

TRANSMISSION

TRANSMISSION	423058	2WD Power Shuttle Transmission 2WD Standard Transmission

WHEELS

FRONT WHEELS	8101110	11Lx16, 10PR F3 laborer tread 11L X 16, 10PR (F3) Laborer Tread Tire
REAR WHEELS	8401140	19.5LX24, 10PR STD Brand Preference Not Selectable Note: Tire chains cannot be used on 19.5x24 tires

BACKHOE

BHOE PERFORMANCE PKG	464073	NO AUX & EXTENDAHOE PKG Extendahoe (EHOE) Dipper
FRONT BALLAST	423047	Heavy Front CWT, Extndhoe 900 lb. counterweight - 580N EP 1100 lb. counterweight - 580N and 580SN
BACKHOE CONTROLS	423078	Pilot Controls w/Power Lift Includes Power Lift and Power Boost feature on 580SN, 580SN WT and 590SN.
BACKHOE COUPLER	442018	Mechanical Quick Coupler
BACKHOE BUCKET	423069	24" Universal Bucket 7.70 cu. ft./.22 cu. m. heaped capacity Includes SmartFit teeth
STABILIZER PADS	442055	Cleated Dirt Pads STANDARD STABILIZER PADS
THUMB OPTION	XL7014X	NO THUMB OPTION NO THUMB OPTION FOR BHOE

LOADER

LOADER BUCKET	747862	82" HD Long lip w/cutting Edge (1 cu.yd.) Includes bolt-on cutting edge & lift eyes
LDR PERFORMANCE PKG	XL8001X	NO LOADER PERFORM PK NO LOADER PERFORMANCE PKG

ROLLOVER PROTECTIVE STRUCTURE

CASE CONSTRUCTION

NPE NUECES POWER EQUIPMENT SALES • PARTS • RENTALS

ROLLOVER PROTECTIVE STRUCTURES	747855	Cab, LH Door w/Heater/AC Includes one door, defroster, door activated dome light, four front, four rear, and two adjustable side lights, floor mat, tinted glass, radio ready, front & rear wiper and fender extensions. Includes Bluetooth Radio
STEERING WHEEL	X05128X	No Tilt Steering Wheel
LIGHT PACKAGE	X06026X	No additional Work Lights No additional work lights Canopy with 4 std work lights:(2 front and 2 rear) Closed Cab with 6 std work lights:(2 front, 2 rear and 2 side)

OPERATOR'S SEATS

OPERATOR'S SEAT	745161	Premium Air Susp Heated Premium multi-color, hand stitched cloth, heated air suspension seat. Not for use with ROPS Canopy option 442082.

ADDITIONAL EQUIPMENT TLB

LIGHTS	745243	Standard Lights STANDARD LIGHTS
FRONT FENDERS	X18011X	No Front Fenders
SPECIAL PAINT	X50103X	No Special Paint
COLD START/BATTERIES	745286	NO COLD START 745286 NO COLD START / SINGLE BATTERY
SEVERE COLD WEATHER	X02112X	Standard Climate STANDARD CLIMATE
OPERATOR'S MANUAL & DECALS	X47086X	English for North America
MOVE TO BIC	XL5001X	Do Not Move to BIC DO NOT MOVE TO BIC
SPECIAL FEATURE	X50133X	No Special Feature Request

TELEMATICS

TELEMATICS ON BOARD	745121	CASE SiteWatch Telematics TELEMATICS CASE SiteWatch (HARDWARE)
TELEMATICS SERVICE	745131	3yr Advanced Tele Subscription

CASE CONSTRUCTION

NPE NUECES POWER EQUIPMENT SALES • PARTS • RENTALS

UNIT #1: 580SN 2WD T4 FINAL.

Unit # 1	**580SN 2WD T4 FINAL.**	
Unit #	1	Reference number

Other costs
Dealer Setup
Dealer Delivery
Steel Schg
BuyBoad Fee

PAYMENT OPTIONS

QUICK QUOTE / CASH DEAL

Details	List Price	Total Discount	Total Price
Cash settlement	$ 136,847.00	$ 50,147.00	$ 86,700.00

DATE: December 17, 2019
QUOTE #:249573-01

Pharr Water Treatment Plant
1000 Bluebonnet
Pharr, TEXAS 78577

Santiago Morado
956.373.0787

Manuel Ponce

Buy Board Quote
Contract #597-19

One (1) New Caterpillar Inc Model: 420F CE Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

DATE: December 17, 2019QUOTE #: Quote 249573-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK040569 **SERIAL NUMBER: 0HWC05730** **YEAR: 2020** **HOURS: 0**

DESCRIPTION	REF.#	PRICE
420F2 BHL ST, TIER 4, HRC	450-8448	$87,880.00
STICK, EXTENDABLE, 14FT	450-8730	$4,825.00
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757	$7,070.00
CAB, DELUXE	450-8683	$8,390.00
SEAT, DELUXE FABRIC	433-4806	$925.00
BELT, SEAT, 2" SUSPENSION	206-1747	$0.00
AIR CONDITIONER, T4	450-8715	$2,400.00
COUNTERWEIGHT, 1015 LBS	337-9696	$1,765.00
STABILIZER PADS, FLIP-OVER	9R-6007	$336.00
INSTRUCTIONS, ANSI	430-9944	$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	$0.00
PRODUCT LINK, CELLULAR PL641	581-1781	$0.00
PLATE GROUP - BOOM WEAR	423-7607	$216.00
GUARD, STABILIZER	353-1389	$835.00
PACK, DOMESTIC TRUCK	0P-0210	$0.00
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	$0.00
RUST PREVENTATIVE APPLICATOR	462-1033	$108.00
SHIPPING/STORAGE PROTECTION	461-6839	$203.00
LANE 3 ORDER	0P-9003	$0.00
BUCKET-GP, 1.4 YD3, PO	337-7388	$3,418.00
RIDE CONTROL	398-2681	$1,490.00
COLD WEATHER PACKAGE, 120V HRC	398-2882	$780.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	$725.00

DESCRIPTION	REF.#	PRICE
HYDRAULICS, GP, 5FCN/7BNK, ST	450-8525	$720.00
RADIO, FM BLUETOOTH	540-2298	$550.00
BEACON, MAGNETIC MOUNT, STROBE	433-0154	$342.00
CUTTING EDGE, TWO PIECE	9R-5321	$331.00
POWERTRAIN, 2WD/2WS POWERSHIFT	559-2926	$0.00
TIRES, 11L-16/19.5L-24,GY, 2WD	379-2160	$1,035.00
BUCKET-HD, 24", 6.2 CFT	219-3387	$1,717.00

Total Machine and Attachment List Price $126,061.00

Minimum Buy Board Discount 16% off of list price

SALE PRICE	$95,679.45
EXT WARRANTY	Included
TOTAL PRICE	**$95,679.45**
CITY OF PHARR BUY BOARD PURCHASE PRICE	**$95,679.45**

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: 420-36 MO/5000 HR POWERTRAIN + HYDRAULICS

ESTIMATED DELIVERY—This configuration will need to ordered from the factory, current lead time for this unit is 5-6 months after order is placed.

STANDARD EQUIPMENT

CONSIST NOTE -THIS LISTING IS A GENERAL DESCRIPTION -OF A 420F2 BACKHOE LOADER EQUIPPED WITH -THE LOWEST CHARGE ITEMS. -

BOOMS, STICKS AND LINKAGES -14'4" Center pivot excavator style -backhoe -Pilot operated joystick hydraulic -controls with pattern changer valve -Pilot operated stabilizer controls -Boom transport lock -Swing transport lock -Street pads stabilizer shoes -Anti-drift hydraulics -

POWERTRAIN -Drive-line parking brake -High Ambient Cooling Package -Torque converter -Transmission--four speed synchro mesh -with power shuttle & neutral safety -switch -Spin-on fuel, engine oil & transmission -oil filters -Outboard planetary rear axles -Open Circuit Breather

HYDRAULICS -Load sensing, variable flow system -with 43 gpm axial piston pump -6 micron hydraulic filter -O-ring face seal hydraulic fittings -Caterpillar XT-3 hose -Hydraulic oil cooler -Pilot control shutoff switch -PPPC, Flow-sharing hydraulic valves -Hydraulic suction strainer -

ELECTRICAL -12 volt electrical start -150 ampere alternator -Horn and Backup Alarm -Hazard flashers/turn signals -Halogen head lights (4) -Halogen rear flood lights (4) -Stop and tail lights -Audible system fault alarm -Key start/stop system -880 CCA maintenance free battery -Battery disconnect switch -External/internal power receptacles(12v) -Diagnostic ports for engine and machine -Electronic Control Modules

POWERTRAIN -Differential lock -disk brake with dual pedals & interlock -Hydraulically boosted multi-plate wet -indicator -ejection system & filter condition -integral precleaner, automatic dust -A dry-type axial seal air cleaner with -Eco mode -Thermal starting aid

system -Water separator with service indicator -with Selective Catalytic Reduction(SCR) -US EPA Tier4 Final Emissions Compliant -with ACERT technology. -Direct Injection Turbo Charged Engine, -Cat C4.4, 74.5KW (Net 93HP / 69kW) -

BOOMS, STICKS AND LINKAGES -Single Tilt Loader -Transmission neutralizer switch -control -Self-leveling loader with single lever -Return-to-dig (auto bucket positioner) -Lift cylinder brace -Bucket level indicator -Cat Cushion Swing(tm) system -(Boom, Stick and E-Stick) -

ELECTRICAL -Remote jump start connector -

OPERATOR ENVIRONMENT -Lighted gauge group -Interior rearview mirror -Rear fenders -ROPS canopy -2-inch retractable seat belt -Tilt steering column -Steering knob -Hand and foot throttle -Automatic Engine Speed Control -One Touch Low Idle -Floor mat and Coat Strap -Lockable storage area -Air suspension seat -

OTHER STANDARD EQUIPMENT -Hydrostatic power steering -Standard Storage Box -Transport tie-downs -Ground line fill fuel tank with 44 -gallon capacity -Ground line fill diesel exhaust fluid -tank with 5 gallon capacity -Rubber impact strips on radiator guards -Bumper -CD-ROM Parts Manual -Backhoe Safety Manual -Operations and Maintenance Manual -Lockable hood -Tire Valve Stem Protection -Long Life Coolant -30C (-20F) -Padlocks (2 on ST, 3 on IT)

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.
DATE SUBMITTED: December 30, 2019
MEETING DATE: January 6, 2020

FROM: Rick Castro, IT Assistant Director

DEPARTMENT: IT

DIRECTOR: Rick Castro

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the purchase of one hundred (100) computers and fifteen (15) display monitors to Southern Computer Warehouse through DIR-TSO 4159. (Project #1920-01-518-P006-003)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

The IT department budgeted for a computer replacement program, whereas older computers can get upgraded so that our software runs better and we get less support requests to troubleshoot these computers. We will be purchasing of (100) computers for this program. Replacement is based on computer age (older machines are replaced first) for various City departments.

Financial Consideration:

Staff Recommendation:

Staff recommends approval of purchase contract with Southern Computer Warehouse from Marietta, GA through DIR-TSO 4159 in the amount of $66,289.25.

Alternatives:

ROUTING:

Rick Castro	Created/Initiated - 12/30/2019
Veronica Gutierrez	Approved - 1/2/2020
Karla Moya	Approved - 1/3/2020
City Management Office	Final Approval - 1/3/2020

City of Pharr
Innovation & Technology

IT/CITY - Computer Purchases

BIDDERS	SCW MAIRETTA, GA	CDW-G CHICAGO, IL	Office Depot BOCA RATON, FL
CONTRACT TYPE	TEXAS DIR CONTRACT PRICING	TEXAS DIR CONTRACT PRICING	
HP ProDesk 400 G6-SFF: Qty 100	$ 64,499.00	$ 70,000.00	$ 64,632.00
HP ProDisplay P244: Qty 15	$ 1,790.25	$ 1,950.00	$ 1,719.30
Total Cost	**$ 66,289.25**	**$ 71,950.00**	**$ 66,351.30**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.I.
DATE SUBMITTED: January 3, 2020
MEETING DATE: January 6, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award proposal and to enter into a contract for Capital Lease Financing for FY 2019-2020. (Project # 1920-01-S009-019)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The City solicited request for proposals for Capital Lease Financing for Capital Outlay items approved in the 2019-2020 Budget. Two (2) proposals were received on December 20, 2019. Proposal Tabulation Attached.

Financial Consideration:

Staff Recommendation: Staff recommends award contract to Banc of America Public Capital Corp, since they offered the lowest interest rates.

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 1/3/2020
Patricia Rigney	Approved - 1/3/2020
City Management Office	Final Approval - 1/3/2020

City of Pharr
Bid Detail
Finance Bids - DECEMBER 2020

#	Bidding Company	Date of Bid	Bid On All Items	Term of Lease	Interest Rate
1	FROST BANK	12/20/2019	$ 340,000.00	3 YEARS	1.96%
			556,500.00	5 YEARS	2.04%
			1,960,000.00	7 YEARS	2.04%
			839,000.00	10 YEARS	2.28%
			$ 3,695,500.00		
2	BANC OF AMERICA	12/20/2019	$ 340,000.00	3 YEARS	1.86%
			556,500.00	5 YEARS	1.86%
			1,960,000.00	7 YEARS	1.90%
			839,000.00	10 YEARS	1.90%
			$ 3,695,500.00		

Finance Director Recommendation:

BANC OF AMERICA

Signature

Date 12/20/19

BANK OF AMERICA

Jill M. Forsyth
Senior Vice President
Global Leasing

14636 N. Scottsdale Road, Suite #250
Scottsdale, AZ 85254
T 480.624.0369 F 415.796.1301
jill.m.forsyth@BofA.com

December 16, 2019

City of Pharr, Texas
Procurement Department
118 S. Cage Blvd, 2nd Floor
Pharr, Texas 78577

Response to Project No. 1920-01-511-S009-019 Capital Lease Financing

Banc of America Public Capital Corp ("Lessor") is pleased to present to the City of Pharr, Texas a response to your request for a proposal for capital lease financing. It is thought that this response is fully compliant with the request.

Banc of America Public Capital Corp ("BAPCC") is incorporated in Kansas and is a wholly owned subsidiary of Bank of America Corporation, a publicly traded corporation. Lessor is the largest Bank Leasing Company in the Country and has a national presence to help governmental agencies finance essential use equipment. Our financial institution has master leases in place with many Texas Cities, including the City of Edinburg and the City of Dallas. In addition, the Bank gives back to the community and included in our response is the most recent State of Texas fact sheet detailing our efforts.

I will personally handle this transaction, and with my 25-plus years in the municipal business, the transaction will be completed efficiently and successfully. My contact information is included on the letterhead above, and I am available for questions or presentations at any time. My transaction manager, Lisa Coggi, is located outside of St. Louis and will also be very involved in this process. She can be reached at 312-537-6773 or lisa.a.coggi@baml.com.

Thank you for the opportunity to present this response to the City. My team looks forward to working with you.

Sincerely,

Jill M. Forsyth
Senior Vice President

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Exhibit A-1

PRICING FOR EQUIPMENT

This section/document is to be used by the Proposer to specify proposed rates, covenants, terms and conditions for the Capital Lease Financing requested by the City.

The price, covenants, terms and conditions in this RFP are valid for ninety **(90)** days from the date of submission.

I hereby certify that I acknowledge acceptance of the rates for the initial capital lease/purchase agreement period.

Banc of America Public Capital Corp
Printed Name of Authorized Individual
Organization

Signature of Authorized Individual

Jill M. Forsyth
Name of Submitting

December 16, 2019
Date

Exhibit B

AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

- They have read, understand, and agree that acceptance by the City of the Proposer's offer by the issuance of a master lease agreement or contract will create a binding contract;
- They agree to fully comply with all terms and conditions as set forth in the City's master lease agreement, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific capital lease agreement;

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make decisions regarding the prices, covenants, terms and conditions quoted.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

__X__ All amendments to this RFP issued by the City have been received by the person/organization below. All amendments are signed and returned with the Proposal.

_____ No amendments have been received.

The price, covenants, terms and conditions in this Proposal are valid for ninety (90) days from the date of submission.

Respectfully submitted this 16 day of December, 2019.

AUTHORIZED SIGNOR: [signature]

TYPE/PRINT NAME: Jill M. Forsyth

TITLE: Senior Vice President

FEDERAL TAX ID: 48-1173664

LEGAL COMPANY NAME: Banc of America Public Capital Corp

ADDRESS: 14636 N. Scottsdale Road, Suite #250
(Street)
Scottsdale, AZ 85254
(City, State, Zip Code)

TELEPHONE NO. 480-624-0369

FAX NO. 415-796-1301

E-MAIL: jill.m.forsyth@BofA.com

Pharr
Purchasing

CITY OF PHARR
RFP – CAPITAL LEASE FINANCING

PROJECT NO. 1920-01-511-S009-019

PROPOSAL OPENING DATE: DECEMBER 20, 2019 AT 3:00 P.M. (CST)

ADDENDUM NO. 1

Prospective bidders are advised that for purposes of this project, all original proposal requirements and Addendum No. 1 requirements as expressed herein shall be considered part of the proposal package. As such, respondents are advised to recognize and comply with all aspects of this bid.

CLARIFICATIONS:

Respondents are advised that Page 18 has been revised with the attached Page 18-R. Please replace the same in your documents.

ALL OTHER MINIMUM REQUIREMENTS REMAIN UNCHANGED.

Jill M. Frost — December 16, 2019
Signature, Acknowledge Add. # 1 — Date

Banc of America Public Capital Corp — December 16, 2019
Legal Company Name (Print/Type Name) — Date

Veronica Gutierrez — December 16, 2019
Interim Purchasing Director — Date

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addenda which shall be made part of their Bid Submittal. Bidder(s) Signature on Addenda shall be interpreted as the vendor's "recognition and compliance to official changes" as outlined by the City of Pharr.

"REVISED"

Capital Outay Needs

Account	Department	Amount	Description	Yrs to depreciate
8803	Fire	$ 800,000	Rescue Truck*	10
8803	Fire	$ 39,000	Pick Up Truck (Replacement)	10
		$ 839,000		
8804	Administration	$ 40,000	Voting Add on System	7
8804	Fire	$ 40,000	Extractor Washers*	7
8804	Fire	$ 110,000	SCBA Cascade System*	7
8803	Engineering	$ 20,000	Full size truck	7
8804	Bridge	$ 900,000	Generator	7
8805	Bridge	$ 250,000	Fencing	7
8805	Bridge	$ 600,000	Parking Lot Repairs	7
		$ 1,960,000		
8804	Police	$ 130,500	Emergency Equipment for the 15 Replacements	5
8804	Police	$ 115,000	Surveillance Cameras	5
8804	Police	$ 60,000	Radios	5
8804	Police	$ 251,000	Panasonic Data Terminal	5
		$ 556,500		
8803	Police	$ 320,000	(10) Replacements 2019 Police Units	3
8803	Library	$ 20,000	Unit Replacement	3
		$ 340,000		
		$ 3,695,500		

BANK OF AMERICA

Jill M. Forsyth
Senior Vice President
Global Leasing

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Scottsdale, AZ 85254
T 480.624.0369 F 415.796.1301
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SUMMARY OF TERMS AND CONDITIONS

Date:	December 16, 2019
Lessee:	City of Pharr, Texas ("Lessee")
Lessor:	Banc of America Public Capital Corp
Structure:	Master Lease Purchase with appropriation
Amount:	Approximately $3.7MM
Security:	A security interest in the equipment being financed
Interest Rate:	**A) 3-5 years: 1.86%** **B) 7 years: 1.90%**
Payments:	Payments will be made quarterly in advance
Prepayment:	Pre-payable in full after the first 2 years on any regularly scheduled payment date at par.
Governmental Entity Lease:	The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a City or political subdivision of a City within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.
End of Term:	At the expiration of the Lease Term, Lessee will own the equipment.
Addendum:	One addendum was posted on December 16, 2019

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Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Documentation: BAPCC has standard master lease documents which will be forwarded upon n award for review.

Credit: Subject to acceptable documentation and credit review. This process can be done timely upon an award.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing.

USA Patriot Act Compliance: Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Proposal Expiration: This proposal will expire March 30, 2020

Amortization:

The amortization schedule below assumes that the City chooses to finance all of the equipment on a 5-year basis although other terms are available as described in the term sheet.

date	funding	Loan Amortization payment	interest	principal	balance
3/20/2020	$3,695,500.00				$3,695,500.00
3/20/2020		$193,031.56	$0.00	$193,031.56	$3,502,468.44
6/20/2020		$193,031.56	$16,286.48	$176,745.08	$3,325,723.36
9/20/2020		$193,031.56	$15,464.61	$177,566.95	$3,148,156.41
12/20/2020		$193,031.56	$14,638.93	$178,392.63	$2,969,763.78
3/20/2021		$193,031.56	$13,809.40	$179,222.16	$2,790,541.62
6/20/2021		$193,031.56	$12,976.02	$180,055.54	$2,610,486.08
9/20/2021		$193,031.56	$12,138.76	$180,892.80	$2,429,593.28
12/20/2021		$193,031.56	$11,297.61	$181,733.95	$2,247,859.33
3/20/2022		$193,031.56	$10,452.55	$182,579.01	$2,065,280.32
6/20/2022		$193,031.56	$9,603.55	$183,428.01	$1,881,852.31
9/20/2022		$193,031.56	$8,750.61	$184,280.95	$1,697,571.37
12/20/2022		$193,031.56	$7,893.71	$185,137.85	$1,512,433.52
3/20/2023		$193,031.56	$7,032.82	$185,998.74	$1,326,434.77
6/20/2023		$193,031.56	$6,167.92	$186,863.64	$1,139,571.14
9/20/2023		$193,031.56	$5,299.01	$187,732.55	$951,838.58
12/20/2023		$193,031.56	$4,426.05	$188,605.51	$763,233.07
3/20/2024		$193,031.56	$3,549.03	$189,482.53	$573,750.55
6/20/2024		$193,031.56	$2,667.94	$190,363.62	$383,386.93
9/20/2024		$193,031.56	$1,782.75	$191,248.81	$192,138.12
12/20/2024		$193,031.56	$893.44	$192,138.12	$0.00
	$3,695,500.00	$3,860,631.19	$165,131.19	$3,695,500.00	

FIRM QUALIFICATIONS: Banc of America Public Capital Corp

Banc of America Public Capital Corp ("BAPCC") is a corporation and wholly-owned subsidiary of Bank of America, N.A., one of the world's largest financial institutions, providing a full range of banking, investing, asset management and other financial and risk management products and services. Along with Global Leasing the number one market share leader in net assets and syndicated volume among U.S. leasing companies[1], BAPCC provides full-service leasing and equipment financing solutions that structure, invest in and distribute equipment financing products. BAPCC and Global Leasing have a strong combined presence in both the domestic and international markets with nearly 900 associates worldwide. Our team includes associates with a wide range of skills and expertise, including originators, debt and equity syndicators, pricing specialists, accountants, tax specialists, attorneys, equipment appraisers, credit analysts, portfolio managers, and contract administrators. These professionals ensure that our clients receive the soundest advice, the most competitive solutions, and the best execution available in the market.

In the public sector, BAPCC's Government Finance team is one of the tax-exempt industry's largest financial solutions providers with approximately $3.7 billion in commitments serving roughly 471 clients. With its nationwide presence in the municipal equipment financing realm, the group structures, implements and distributes tax-exempt financing solutions to complement the current and long-term financial strategies of tax-exempt entities.

[1]*Special Issue 2019 Monitor 100 (June)*

KEY INDIVIDUALS INVOLVED WITH THE CITY OF PHARR

The three key individuals that support the City of Pharr with its equipment financing lease needs are Jill Forsyth, Lisa Coggi and Terri Preston. Jill is a government leasing expert that has been in the municipal business for over 30 years. She has prepared this RFP response and is ultimately responsible for this relationship. Jill is supported by her team of experts; Lisa Coggi, who is her transaction manager and handles the coordination of documents and timing with the operation staff. She has vast operational experience and is a member of the Missouri Bar Association. Terri Preston runs the operational team and is ultimately in charge of the funding process.

Banc of America Public Capital Corp will commit the necessary resources to the City so that the financing schedules are handled timely and efficiently. All of the personnel from operations to legal, support the public- sector are very experienced to insure a smooth process. Customer assistance can be obtained from 6 AM to 6 PM when you consider the customer service area located in Tucker, GA (east coast time) and the documentation folks in San Francisco (west coast time). In addition, we have a person dedicated to title issues which is beneficial for clients that are financing titled vehicles.

Jill M. Forsyth: Senior Vice President, Banc of America Public Capital Corp
14648 North Scottsdale Road, Suite 250; Scottsdale, AZ 85254; Phone: 480-624-0369
jill.m.forsyth@bofa.com

Jill is a Senior Vice President Banc of America Public Capital Group and is responsible for tax-exempt equipment transactions in the Western and Central portions of the US. Jill works directly with issuers including cities, counties, school districts, City governments and agencies, to structure unique solutions to finance equipment and provides master lease lines of credit. Jill has over twenty-five years of experience in the tax-exempt leasing industry and resides in Arizona. She joined Banc of America Leasing fourteen years ago after over 20+ years with JP Morgan Chase. Jill has received both her undergraduate and Master of Business degrees from Arizona City University.

Lisa Coggi: Senior Vice President – Transaction Management, Banc of America Public Capital Corp
16900 Chesterfield Airport Road, Chesterfield, MO 63005 Phone: 312-537-6773
lisa.a.coggi@bofa.com

Lisa is a Senior Vice President, Transaction Management with the Banc of America Public Capital Corp ("BAPCC") Government Finance team. In that role, Lisa is responsible for acting as liaison between clients and internal BAPCC support services. Lisa joined Banc of America in 2006 after previously working with organizations such as Key Equipment Finance and The CIT Group. Lisa has in excess 24 years of experience in equipment finance in lease administration, originations, relationship management and process improvement roles. Lisa has earned her Bachelor of Arts degree from Loyola University–Chicago and her Juris Doctor degree from Saint Louis University School of Law, and she is a member of the Missouri Bar Association.

Terri Preston: Senior Vice President, Group Operations Manager
11333 McCormick Road; Hunt Valley, MD 21031; Phone: 443-556-6936
terri.preston@bofa.com

Terri Preston is a Senior Vice President, Group Operations Manager with the Leasing and Equipment documentation an administration for all leases within the Government- Tax Exempt, Energy Services and Global Investment Banking leasing lines of business. Terri has over 35 years of documentation experience in diverse industries including tax-exempt financing, commercial and energy services. Yvette Montalvo Baron has helped the City of Minnesota with the documentation and funding processes for many years and will continue to be assigned to the relationship. She reports directly to Terri and has worked in contracts for almost 30 years.

LESSOR'S CAPITALIZATION AND FINANCIAL STANDING:

Bank of America Corporation is publicly traded on the New York Stock Exchange under the symbol BAC. As of 12/31/2018; BAC had approximately $265 billion in Shareholder Equity and had profits of $28 billion. The tier 1 capital ratio was 13.2%. The Bank is well capitalized to take care of all the City's equipment finance needs. (http://investor.bankofamerica.com for more information).

CLARIFICATIONS:

TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITHCOMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORISTORGANIZATION PROHIBITED

In accordance with Chapter 2252.152 of the Texas Government Code, Respondent is to acknowledge that (a) Respondent does not engage in business with Iran except as authorized by applicable federal law, ~~Sudan~~ or any foreign terrorist organization and (b) Respondent is not listed by the Texas Comptroller as a terrorist organization.

Please note that BAPCC does not conduct business in the Sudan, and to the best of the knowledge of the person submitting this proposal, BAPCC's affiliates do not either. However, since the federal restrictions on doing business in Sudan have been lifted, our legal team has requested we remove Sudan from the certification.

Page 4, #5, Israel Boycott, Clarify:
Respondent hereby acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organizations, and is not engaged in business with Iran, except as authorized by applicable federal law, or with any foreign terrorist organization, and will not boycott Israel throughout the term of this contract except to the extent permitted by applicable federal law.

Page 5, #12, Assignment, Clarify:
The City agrees that approval of any assignment shall not be unreasonably withheld.

Page 7, #22, Right to Audit, Clarify:
Any books and records to be audited ("Records") shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with the lease agreement and related documents negotiated between the parties: provided however, that in no event shall Records include the following: (i) any item that the BAPCC is prohibited by law or regulation to provide to the City, (ii) any item subject to attorney-client privilege or any other similar privilege and (iii) any item that contains proprietary information of the BAPCC.

Page 9, #32, House Bill 1295 – N/A because we fall under (c)(4) as a wholly owned subsidiary of a publicly traded business entity.

Frost BANKING INVESTMENTS INSURANCE

1901 W. Nolana Avenue
McAllen, TX 78504
956-702-6641
rick.ramirez@frostbank.com

Copy 2

City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Dear City of Pharr,

This cover letter attests to the accuracy of our response to RFP 1920-01-511-S009-019.

We are aware of one Addendum and have signed and included it in this package.

Frost Bank is a publically traded corporation ("CFR" on NYSE) headquartered in San Antonio, Texas incorporated in the state of Texas.

The following two contacts have the authority to contract with the City of Pharr, Texas.

Rick Ramirez, Vice President, 1901 W. Nolana Avenue, McAllen, TX 78504
rick.ramirez@frostbank.com, Ph 956-702-6641, Fax 956-668-3077

Scott Anderson, Vice President, 111 W. Houston St. 9rd Floor, San Antonio, TX 78205
scott.anderson@frostbank.com, Ph 210-220-6850, Fax 210-220-6765

Frost Bank acknowledges that (a) we do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) we are not listed by the Texas Controller as a terrorist organization.

Frost Bank hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organization and will not boycott Israel throughout the term of this contract.

Additionally Disclosure of Interested Parties form is not included as Frost Bank is a publicly traded company (CFR) on NYSE.

Respondent makes three exceptions to the RFP:

1. Paragraph 8, "Time allowed for taking action:" We will hold our proposal open for 90 days, however, the pricing (interest rate) will be indexed after 30 days as outlined in the proposal.

2. Paragraph 23, "Jurisdiction:" Second sentence we do not agree to. Payments will be due in Bexar County at Frost Bank's main check/payment processing center. Auto-debit is available.

3. Paragraph 24, "Venue:" Our preference is rely on Section 15.002 of the Texas Civil Practice and Remedies to establish venue in case of a dispute.

Thank you for the opportunity.

Sincerely,

Rick Ramirez
Vice President

c: Scott Anderson, Frost Bank

Equipment Leasing & Finance
111 W. Houston Street, 9rd Floor
San Antonio, TX 78205
Ph. (210) 220-6850

December 20, 2019

City of Pharr
Purchasing Department – 2nd Floor
118 S. Cage Blvd.
Pharr, TX 78577

Copy 2

LEASE PROPOSAL
(Municipal Lease)

Lessee:	*City of Pharr, Texas ("Lessee")*	
Lessor:	*Frost Bank ("Lessor")*	
Equipment:	*New equipment acceptable to Lessor. The Equipment is generally described as new equipment and vehicles as described in RFP "1920-01-511-S009-019".*	
Equipment Cost:	*3 year amortization:*	*$ 340,000.00*
	5 year amortization:	*$ 556,500.00*
	7 year amortization:	*$1,960,000.00*
	10 year amortization:	*$ 839,000.00*
	Total:	*$3,695,500.00*
Commencement Date:	*On or about first quarter, 2020.*	
Payment Amount:	*3 year (12 quarterly payments):*	*$29,101.24*
	5 year (20 quarterly payments):	*$29,101.64*
	7 year (28 quarterly payments):	*$74,912.90*
	10 year (40 quarterly payments):	*$23,383.12*
	Lessee will make 12, 20, 28 and 40 consecutive quarterly payments in advance. A single invoice will be furnished on a quarterly basis. Auto debit is available upon request.	
Fixed Rate:	*3 year: 1.96% until January 20, 2020. If the lease commencement is after January 20, 2020, the rate is indexed to a rate equal to the 3 year US Treasury Rate as published by the US Department of Treasury, plus .29% per annum (source: https://www.treasury.gov/resource-center/data-chart-center/interest-rates) then fixed for the full term. Current 3 year US Treasury equals 1.67%.*	
	5 year: 2.04% until January 20, 2020. If the lease commencement is after January 20, 2020, the rate is indexed to a rate equal to the 5 year US Treasury Rate as published by the US Department of Treasury, plus .30% per annum (source: https://www.treasury.gov/resource-center/data-chart-center/interest-rates) then fixed for the full term. Current 5 year US Treasury equals 1.74%.	

7 year: 2.04% until January 20, 2020. If the lease commencement is after January 20, 2020, the rate is indexed to a rate equal to the 5 year US Treasury Rate as published by the US Department of Treasury, plus .30% per annum (source: https://www.treasury.gov/resource-center/data-chart-center/interest-rates) then fixed for the full term. Current 5 year US Treasury equals 1.74%.

10 year: 2.28% until January 20, 2020. If the lease commencement is after January 20, 2020, the rate is indexed to a rate equal to the 10 year US Treasury Rate as published by the US Department of Treasury, plus .36% per annum (source: https://www.treasury.gov/resource-center/data-chart-center/interest-rates) then fixed for the full term. Current 10 year US Treasury equals 1.92%.

This proposal assumes that the Lessee is Non-Bank Qualified for 2020.

End of Term: *At the end of term, there is no further obligation (fully amortizing).*

Fees: *An origination fee in the amount of $750.00 will be payable by Lessee at lease commencement.*

Net Lease: *This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are Lessee's responsibility.*

Authorization: *Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.*

Opinion Letter: *Lessee shall deliver an opinion of counsel acceptable to Lessor covering such matters incident to the lease facility and the lease documents as Lessor may reasonably request.*

Insurance: *Lessor requires personal property damage insurance equal to the original cost of the Equipment and to be named as loss payee on such property insurance policy. Also, Lessor requires liability insurance of a combined single limit of $1,000,000 with Lessor named as additional insured.*

Warranties: *Lessor is not a manufacturer of, or dealer in, the Equipment selected by Lessee, and in that regard Lessee acknowledges that the Equipment is of a size, design, capacity, quality, and manufacture selected by Lessee. Lessor does not, and will not, inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the Equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith. Manufacturer's warranties will be transferred to Lessee to the extent permitted by contract and applicable law.*

Financial Statements: *Lessee will provide Lessor annual financial statements, including operating figures, during the term of the equipment financing agreement.*

Costs and Expenses:	*Lessee will be responsible for all costs and expenses incurred by Lessor in connection with documentation and filing fees necessary to close this transaction.*
Documentation:	*Upon receipt of Lessee's request to lease, and upon its acceptance of same, Lessor will prepare all necessary lease documentation. All documentation will be satisfactory to Lessor and Lessee, and will contain a non-appropriations clause.*
Proposal Only:	*This proposal is not a commitment to lease; rather, it is intended to be a preliminary outline of possible lease terms only and does not purport to contain all of the terms, conditions, covenants, representations, warranties, and other provisions with respect to the subject lease, which will be contained in definitive lease documentation, if any, and which may differ from those contained herein. Other terms and provisions not contained in this proposal may be considered and/or required by Lessor, in its sole and absolute discretion, prior to final approval of the subject lease facility and the execution of definitive lease documentation, if any, with respect to the subject lease facility, based upon Lessor's due diligence and credit underwriting standards (as determined by Lessor in its sole and absolute discretion). Further, Lessor, in its sole and absolute discretion, will decide whether to approve the subject lease facility, commit to the subject lease facility, and enter into definitive lease documentation with respect to the subject lease facility. Final approval of the subject lease facility may be conditioned upon modification or adjustment of the terms contained herein. Neither Lessor nor Lessee will have any liability to the other should either party elect, for any reason, (i) not to proceed forward with respect to the subject lease facility, or (ii) not enter into definitive lease documentation with respect to the subject lease facility. This proposal, if not otherwise withdrawn, in 30 days.*

Municipal Advisor Disclosure. *The information and materials contained or referenced herein have been prepared by Lessor solely for informational purposes. Neither Lessor, nor its affiliates, nor any of their representatives are recommending any action to you. Lessor is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Lessor is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Lessor.*

Thank you for your consideration and interest in Frost Bank. Please contact me at 956-702-6641 or rick.ramirez@frostbank.com with any questions.

Sincerely,

Rick Ramirez, Frost Bank
Vice President

c: Scott Anderson, Frost Bank

Pharr
Purchasing

Copy 2

CITY OF PHARR
RFP – CAPITAL LEASE FINANCING

PROJECT NO. 1920-01-511-S009-019

PROPOSAL OPENING DATE: DECEMBER 20, 2019 AT 3:00 P.M. (CST)

ADDENDUM NO. 1

Prospective bidders are advised that for purposes of this project, all original proposal requirements and Addendum No. 1 requirements as expressed herein shall be considered part of the proposal package. As such, respondents are advised to recognize and comply with all aspects of this bid.

CLARIFICATIONS:

Respondents are advised that Page 18 has been revised with the attached Page 18-R. Please replace the same in your documents.

ALL OTHER MINIMUM REQUIREMENTS REMAIN UNCHANGED.

Signature, Acknowledge Add. # 1	12-19-19 Date
Frost Bank Legal Company Name (Print/Type Name)	12-19-19 Date
Veronica Gutierrez Interim Purchasing Director	December 16, 2019 Date

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addenda which shall be made part of their Bid Submittal. Bidder(s) Signature on Addenda shall be interpreted as the vendor's "recognition and compliance to official changes" as outlined by the City of Pharr.

"REVISED"

Capital Outay Needs

Account	Department	Amount	Description	Yrs to depreciate
8803	Fire	$ 800,000	Rescue Truck*	10
8803	Fire	$ 39,000	Pick Up Truck (Replacement)	10
		$ 839,000		
8804	Administration	$ 40,000	Voting Add on System	7
8804	Fire	$ 40,000	Extractor Washers*	7
8804	Fire	$ 110,000	SCBA Cascade System*	7
8803	Engineering	$ 20,000	Full size truck	7
8804	Bridge	$ 900,000	Generator	7
8805	Bridge	$ 250,000	Fencing	7
8805	Bridge	$ 600,000	Parking Lot Repairs	7
		$ 1,960,000		
8804	Police	$ 130,500	Emergency Equipment for the 15 Replacements	5
8804	Police	$ 115,000	Surveillance Cameras	5
8804	Police	$ 60,000	Radios	5
8804	Police	$ 251,000	Panasonic Data Terminal	5
		$ 556,500		
8803	Police	$ 320,000	(10) Replacements 2019 Police Units	3
8803	Library	$ 20,000	Unit Replacement	3
		$ 340,000		
		$ 3,695,500		

Exhibit A-1

PRICING FOR EQUIPMENT

This section/document is to be used by the Proposer to specify proposed rates, covenants, terms and conditions for the Capital Lease Financing requested by the City.

The price, covenants, terms and conditions in this RFP are valid for ninety **(90)** days from the date of submission.

Note exception: The price is the only thing indexed after 30 days, then fixed on the day of funding.

I hereby certify that I acknowledge acceptance of the rates for the initial capital lease/purchase agreement period.

Rick Ramirez	Frost Bank
Printed Name of Authorized Individual	Name of Submitting Organization
	December 20, 2019
Signature of Authorized Individual	Date

Exhibit B

AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

- They have read, understand, and agree that acceptance by the City of the Proposer's offer by the issuance of a master lease agreement or contract will create a binding contract;
- They agree to fully comply with all terms and conditions as set forth in the City's master lease agreement, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific capital lease agreement;

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make decisions regarding the prices, covenants, terms and conditions quoted.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

X _____ All amendments to this RFP issued by the City have been received by the person/organization below. All amendments are signed and returned with the Proposal.

_____ No amendments have been received.

The price, covenants, terms and conditions in this Proposal are valid for ninety (90) days from the date of submission.

Respectfully submitted this 20th day of December, 2019.

AUTHORIZED SIGNOR: _____

TYPE/PRINT NAME: Rick Ramirez

TITLE: Vice President

FEDERAL TAX ID: 74-0635455

LEGAL COMPANY NAME: Frost Bank

ADDRESS: 1901 W. Nolana Avenue
(Street)
McAllen, TX 78504
(City, State, Zip Code)

TELEPHONE NO. 956-702-6641

FAX NO. 956-668-3077

E-MAIL: Rick.Ramirez@FrostBank.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: December 27, 2019
MEETING DATE: January 6, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. in the amount of $12,600 for additional Professional Architectural Services for the International Bridge Facility Expansion and Renovations Project.(Project #C1617-01-528-0080)

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 from City Commission on approving the City Manager to amend the contract for Professional Architectural Services for the Additional Scope of work related to design of an HVAC Duct System to replace the existing system that was recently uncovered and determined to need replacement, and the design of a replacement natural gas generator.

Financial Consideration: Orignal Contract $81,800
Amendment No. 1 $12,600
Revised Contract Amount $94,400

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with The Warren Group, Inc. for additional Professional Architectural Services for the International Bridge Facility Expansion and Renovations Project in the amount of $12,600. Revised contract amount $94,400.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 12/27/2019
Omar Anzaldua	Approved - 12/27/2019
Patricia Rigney	Approved - 12/27/2019

Veronica Gutierrez	Approved - 12/27/2019
Karla Moya	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES

AMENDMENT NO. 1

The Contract between **The Warren Group Architects, Inc.** and the **City of Pharr** which was executed by the parties on **August 15, 2015** for the design of the **South Pharr Development and Research Center**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined below
   - Design for the new mechanical ductwork, along with new lighting and new generator design of sufficient capacity for new and existing building.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee
   1. Add the following fees:
      a. Additional Services – $ 13,200

This amendment adds **$12,600** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from $ 81,800 to **$ 94,400.**

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

APPROVAL OF AMENDMENT NO. 1

The Warren Group Architects, Inc.
1801 S. 2nd Street, Ste.330
McAllen, TX 78503

Laura N. Warren, AIA

ARCHITECT FIRM

By:_____
Signature

ARCHITECT

SIGNED on this the _____ day of _____, 20 ____.

_____
Alex Meade
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.
.

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

December 11, 2019

Mr. Luis A. Bazán
Bridge Director
City of Pharr
International Bridge
(956) 402-4660 O
(956) 638-2707 C
luis.bazan@pharr-tx.gov

Re: PROFESSIONAL DESIGN SERVICES PROPOSAL – ADDITIONAL SERVICES
CITY OF PHARR INTERNATIONAL BRIDGE
APPROX. 4,600 S.F. MECHANICAL DUCTWORK REPLACEMENT DESIGN

Dear Mr. Bazan:

It has been a pleasure working with you and your staff. The Warren Group greatly appreciates the continued opportunity in working with you. As requested, following is our proposal for additional services to design to replace the existing ductwork, International Bridge Facility existing building located in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- The proposal includes the design for the new mechanical ductwork, along with new lighting and new generator design of sufficient capacity for new and existing building.
- The office area configuration where the new ductwork is to be replaced are to remain the same.
- The areas where the ductwork is to be replaced are to receive new acoustical ceiling tiles. The Ceiling grid/suspension system is to remain in place.
- We understand that the fire suppression system and lighting at the areas where the new ductwork is to be installed will remain as is.
- The air handling units are to remain the same with no change.
- This proposal includes Architectural and Mechanical Engineering Services.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision.
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil testing.

| ADDITIONAL SERVICES AS DESCRIBED ABOVE: Stipulated Sum Fee of $ 12,600.

Based on approved Design Development Drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project.
The construction documents will include the following:
Architectural and MEP engineering plans and specifications for the purpose of final pricing, and construction of the project.

| BIDDING: Included in fee above

Our team will provide the plans and specifications in PDF format. We will assist the city of Pharr with e proposal request form the General Contractor and review costs provided.

| CONSTRUCTION PHASE: Stipulated Sum Fee of $1,800.

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIUSOULY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- As Built Drawings.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$200.00
Engineer and Associate	$150.00
Intern Architect	$95.00
Technical Assistant	$65.00
Clerical	$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus ten percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots

Large scale prints - 30"x42"	Black & white laser copies	$ 7.00/each
30"x42"	Original color prints	$ 45.00/each

24" x 36" Black & white laser copies	$ 5.00/each
24" x 36" Original color prints	$ 30.00/each
11"x17" Original color prints	$ 15.00/each
11"x17" Black & white prints	$ 3.00/each

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

AGREEMENT

Our professional fees are valid through December 31, 2020. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. The Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:

Laura N. Warren, AIA
The Warren Group Architects, Inc.

December 11, 2019
Date

Accepted by:

Mr. Luis Bazan
Bridge Director, City of Pharr International Bridge
Pharr, Texas

Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: January 2, 2020
MEETING DATE: January 6, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for the Downtown Park Project.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Construction Manager at Risk Services for various scope modifications as outlined in the attached table. Due to price increases of various items such as steel and other contributing factors, the original budget for the South Side Downtown Park has been exceeded. In order to maintain the original design, the budget would need to be increased as noted in the Addendum.

Financial Consideration:

Amendment No .6 is for $481,105.56 (3.32%) change to the CMAR Contract No. 1.

Staff Recommendation: Staff recommends approval of Amendment to the agreements with Davila Construction for modifications to the Construction Manager at Risk scope of work as outlined in the attached information.

Alternatives: NA

ROUTING:

Omar Anzaldua Created/Initiated - 1/2/2020

Veronica Gutierrez	Approved - 1/2/2020
Karla Moya	Approved - 1/3/2020
Patricia Rigney	Approved - 1/3/2020
City Management Office	Final Approval - 1/3/2020

CMAR Projects

Contract No. 1

Project	CMAR Fee (12.5%)	Construction Cost	Amendment No. 1 (07/02/18)	Amendment No. 2 (10/01/18)	Amendment No. 3 (01/21/19)	Amendment No. 4 (05/06/19)	Amendment No. 5 (08/05/19)	Amendment No. 6 (01/06/20)	Original GMP	Revised GMP
~~0012 Ford Elementary~~	~~$ 112,500.000~~	~~$ 787,500.000~~	~~($900,000.00)~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~		~~$ 900,000.00~~	~~$0.00~~
0013 Dr. William Long Park Expa	$ 187,500.000	$ 1,312,500.000	$0.00	$166,508.06	$28,561.15	$4,640.00	$87,000.00	$0.00	$ 1,500,000.00	$1,786,709.21
0014 Allen & William Arnold Par	$ 275,000.000	$ 1,925,000.000	$0.00	$161,714.00	$33,451.46	$9,301.25	$112,000.00	$0.00	$ 2,200,000.00	$2,516,466.71
0015 Allen & William Arnold Spla	$ 38,375.000	$ 268,625.000	$0.00	$0.00	($48,408.51)	($20,351.25)	$0.00	$0.00	$ 307,000.00	$238,240.24
0016 Pharr Nature & Birding Cer	$ 250,000.000	$ 1,750,000.000	$690,000.00	$52,601.00	($13,604.10)	$2,645.00	$34,000.00	$0.00	$ 2,000,000.00	$2,765,641.90
~~0018 Cesar Chavez Park~~	~~$ 162,500.000~~	~~$ 1,137,500.000~~	~~($1,300,000.00)~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$ 1,300,000.00~~	~~$0.00~~
0019 Newcomb Park	$ 50,000.000	$ 350,000.000	$1,200,000.00	($223,823.06)	$0.00	$0.00	$49,000.00	$481,105.56	$ 400,000.00	$1,906,282.50
0020 Jones Box Park Splash Park	$ 38,375.000	$ 268,625.000	$0.00	($157,000.00)	$0.00	$0.00	$0.00	$0.00	$ 307,000.00	$150,000.00
~~0022 Victor Garcia Park-Skate Pa~~	~~$ 25,000.000~~	~~$ 175,000.000~~	~~($200,000.00)~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$ 200,000.00~~	~~$0.00~~
0023 South Fire Station No. 4	$ 187,500.000	$ 1,312,500.000	$570,000.00	$0.00	$0.00	$3,765.00	$150,000.00	$0.00	$ 1,500,000.00	$2,223,765.00
0024 North Fire Station No. 1	$ 187,500.000	$ 1,312,500.000	($570,000.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$ 1,500,000.00	$930,000.00
Sub Total	**$ 1,514,250.000**	**$ 10,599,750.000**	**($510,000.00)**	**$0.00**	**($0.00)**	**$0.00**			**$ 12,114,000.00**	**$12,517,105.56**

Contract No. 2

Project	CMAR Fee (14%)	Construction Cost	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Amendment No. 5	N/A	Original GMP	Revised GMP
0017 Civic Center Renovations	$ 490,000.00	$ 3,010,000.00	($300,000.00)	$0.00	$0.00	$0.00	$340,000.00		$ 3,500,000.00	$3,540,000.00
0021 Parks Maintenance Bldg.	$ 105,000.00	$ 645,000.00	($390,000.00)	$0.00	$0.00	$0.00	$0.00		$ 750,000.00	$360,000.00
Subtotal	**$ 595,000.00**	**$ 3,655,000.00**	**($690,000.00)**						**$ 4,250,000.00**	**$3,900,000.00**

	Original	Revised
Grand Total	**$ 16,364,000.00**	**$16,417,105.56**

Davila Construction
2205 N. Jackson Rd.
McAllen, TX 78501
T: (956) 630-9433

01/03/19

Ed Wylie, Deputy City Manager
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

RE: 0019-Newcombe Park Phase II – **BUYOUT UPDATE**

Dear Mr. Wylie,

Please see attached updated spreadsheet reflecting all awarded work to date and all remaining work to buyout for Newcombe Park Phase II.

All items highlighted in yellow have been awarded, all items highlighted are either under negotiations with the respective contractors currently participating in the project, and/or are being priced through various suppliers.

Please note that there are two recent items that have provided significant cost savings the City; they are the concrete and structural steel packages that were awarded to RGV 5 Star Concrete and to Valley Welding. Combined, the total cost savings in these areas is just under $300,000.00 and anticipated to increase.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Tomas Rene Canul
Davila Construction, Inc.
c. 956-212-4219

cc: Omar Anzaldua, Jr., P.E., CFM, PMP City Engineer
Moises Beas, EIT, Engineering
Albert Cardenas, Davila Construction, Inc.
Guillermo Aguilar, Davila Construction, Inc.

Project:	0019 - NEWCOMBE SOUTH - PHASE II		PREVIOUSLY AWARDED		UNAWARDED BIDS				UPDATE DECEMBER 31, 2019
No.		ITEM	SUBCONTRACTOR		Villareal	MVP Installations	Padron Plumbing	De Alba Plumbing	COMMENTS
					CONCRETE/STEEL	PAVERS	PLUMBING		
DIVISION 1	2	Civil			$ -	$ -	$ -	$ -	
	APPVD	Embankment	Villarreal	$ 10,350.00					PREVIOUSLY AWARDED
	APPVD	Type C Grate Inlet (x2) CO No. 8 from Contingency Phase II	Villarreal	$ 5,500.00					PREVIOUSLY AWARDED
	APPVD	Storm Water Manhole CO No. 8 from Contingency Phase II	Villarreal	$ 3,500.00					PREVIOUSLY AWARDED
	APPVD	Storm Sewer Manhole Lid (x2) CO. No. 8 from Contingency Phase II	Villarreal	$ 2,600.00					PREVIOUSLY AWARDED
	APPVD	18" RCP (170 LF) CO No. 8 from Contingency Phase II	Villarreal	$ 7,140.00					PREVIOUSLY AWARDED
		TOTAL		$ 29,090.00	$ -	$ -	$ -	$ -	
DIVISION 2	3	Concrete							
	APPVD	Component 1 Food Truck Area	Villareal	$ 160,887.50			`	`	AWARDED 062619
	APPVD	Component 1 Food Truck Area-TABLE TOPS AND BENCHES	Davila/RGV 5 Star	$ 2,000.00			`	`	AWARDED 102319
	APPVD	Component 2 Restroom Building	Davila/RGV 5 Star	$ 10,200.00	$ 12,400.00	COST SAVINGS TO CITY FROM ORGINAL BID FOR CONCRETE COMPONENTS 2, 3, AND 4 IS $90,137.00			AWARDED 102319
	APPVD	Component 3 Amphiteater Area	Davila/RGV 5 Star	$ 189,900.00	$ 285,607.00				AWARDED 102319
	APPVD	Component 4 Side Ramp	Davila/RGV 5 Star	$ 18,000.00	$ 24,445.00				AWARDED 102319
	APPVD	Component 5 Fountain	Davila/RGV 5 Star	$ 14,375.00	$ 2,160.00				AWARDED 102319
	APPVD	Component 6 NE Corner	Villareal	$ 45,670.00					AWARDED 062619
	APPVD	Component 7 Concrete Bollards/Parking Islands	Davila/RGV 5 Star	$ 5,000.00					CONCRETE BOLLARDS AWARDED 102319, HCP PARKING AREAS PENDING
		Component 8 Handicap Parking			$ 11,100.00				AWARD PENDING ADDITIONAL PRICING
		TOTAL		$ 446,032.50	$ 335,712.00	$ -	$ -	$ -	
DIVISION	4	Masonry							
	APPVD	Component 1 Food Truck Area	MPT Construction	$ 49,000.00					AWARDED 102319
	APPVD	Component 2 Restroom Building	MPT Construction	$ 32,000.00					AWARDED 102319
	APPVD	Component 3 Amphiteather Area	MPT Construction	$ 52,400.00					AWARDED 102319
	APPVD	Component 4 Side Ramp	MPT Construction	$ 28,400.00					AWARDED 102319
		Component 5 Fountain							AWARD PENDING PRICING
		Component 6 NE Corner							AWARD PENDING PRICING
		Component 7 Concrete Bollards/Parking Islands							AWARD PENDING PRICING
		Component 8 Handicap Parking							AWARD PENDING PRICING
		HOLLAND PAVERS				$ 13,902.73			Holland paver to match existing North Newcombe Park or used "river red" color
		TOTAL		$ 161,800.00	$ -	$ 13,902.73	$ -	$ -	
DIVISION	5	Structural Steel							
	APPVD	Component 1 Food Truck Area	Davila/Valley Welding	$ 200,000.00	$ 189,000.00	COST SAVINGS TO CITY FROM ORIGINAL BID FOR STRUCTURAL STEEL COMPONENTS IS APPROXIMATELY $200,000.00 AND ANTICIPATED TO INCREASE WITH FORTHCOMING BUYOUTS			AWARDED 102319
	APPVD	Component 2 Restroom Building	Davila/Valley Welding		$ 143,020.00				AWARDED 102319
	APPVD	Component 3 Amphiteather Area	Davila/Valley Welding		$ 118,682.00				AWARDED 102319
	APPVD	Component 4 Side Ramp	Davila/Valley Welding		$ 90,910.00				AWARDED 102319
	APPVD	DUMPSTER, POOL PUMP, ELECTRICAL ENCLOSURES & GATES	American Fence	$ 9,360.00					AWARDED 120619

Project:	0019 - NEWCOMBE SOUTH - PHASE II		PREVIOUSLY AWARDED		UNAWARDED BIDS				UPDATE DECEMBER 31, 2019
No.		ITEM	SUBCONTRACTOR		Villareal	MVP Installations	Padron Plumbing	De Alba Plumbing	COMMENTS
					CONCRETE/STEEL	PAVERS	PLUMBING		
		TOTAL		**$ 209,360.00**	**$ 541,612.00**	**$ -**	**$ -**	**$ -**	
DIVISION	**6**	**Rough Carpentry**							
		Component 1 Food Truck Area							**AWARD PENDING PRICING**
		Component 2 Restroom Building							**AWARD PENDING PRICING**
		Component 3 Amphiteather Area							**AWARD PENDING PRICING**
		Component 4 Side Ramp							**AWARD PENDING PRICING**
		Component 5 Fountain							**AWARD PENDING PRICING**
		Component 6 NE Corner							**AWARD PENDING PRICING**
		Component 7 Concrete Bollards/Parking Islands							**AWARD PENDING PRICING**
		Component 8 Handicap Parking							**AWARD PENDING PRICING**
		TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
DIVISION	**15**	**Electrical**							
	APPVD	Gear and Light	ST Electric						**AWARDED 062619**
	APPVD	Misc. Boxes, wire conduit etc.	ST Electric						**AWARDED 062619**
	APPVD	Permits and mobilization	ST Electric						**AWARDED 062619**
	APPVD	Labor	ST Electric	$ 160,000.00					**AWARDED 062619**
	APPVD	Rentals	ST Electric						**AWARDED 062619**
	APPVD	Concrete pole bases	ST Electric						**AWARDED 062619**
	APPVD	AEP Connection	ST Electric						**AWARDED 062619**
		TOTAL		**$ 160,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	
DIVISION		**Specialties**							
	APPVD	Fountain	Hamlin Pools	$ 300,000.00					**PREVIOUSLY AWARDED**
		TOTAL		**$ 300,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	
DIVISION		**Miscellaneous Items**							
		Restroom Accessories							**AWARD PENDING PRICING**
		Flagpoles							**AWARD PENDING PRICING**
		Bikeracks							**AWARD PENDING PRICING**
		TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
DIVISION	**15**	**Plumbing**							
		Component 2 Restroom Building					$ 36,500.00	$ 74,500.00	**AWARD PENDING ADDITIONAL PRICING**
		TOTAL		**$ -**	**$ -**	**$ -**	**$ 36,500.00**	**$ 74,500.00**	
		CURRENT PROJECT TOTAL		**$ 1,306,282.50**					

Project:	0019 - NEWCOMBE SOUTH - PHASE II	PREVIOUSLY AWARDED		UNAWARDED BIDS				UPDATE DECEMBER 31, 2019
No.	ITEM	SUBCONTRACTOR		Villareal	MVP Installations	Padron Plumbing	De Alba Plumbing	COMMENTS
				CONCRETE/STEEL	PAVERS	PLUMBING		

PENDING SCOPE OF WORK	SUBCONTRACTOR	AWARD AMOUNT
Division 2 - Sitework (Add'l fill mat'l, topsoil)		$ 15,000.00
Division 3 - Concrete (Flatwork, Cast Conc. Caps, Lintels)		$ 60,000.00
Division 4 - Masonry (Pavers, Plaster, Tile @ RR Bldg)		$ 55,000.00
Division 5 - Structural Steel (Misc. Steel Framing)		$ 50,000.00
Division 6 - Rough Carpentry (Framing, decking, incl. Trex)		$ 150,000.00
Division 7 - Metal Roofing (Canopy roofing, trim, gutters)		$ 95,000.00
Division 9 - Finishes (Paint Structral Steel)		$ 40,000.00
Division 10 - Specialties (Add'l Fountain Features)		$ 45,000.00
Division 15 - Plumbing (Rough-in, Fixtures)		$ 55,000.00
Miscellaneous (Site amenities)		$ 35,000.00
TOTAL		$ 600,000.00
ANTICIPATED TOTAL AT PROJECT COMPLETION		**$ 1,906,282.50**

COST SAVINGS TO CITY FROM ORIGINAL BIDS FOR CONCRETE AND STRUCTURAL STEEL PACKAGES IS APPROXIMATELY $300,000.00 AND ANTICIPATED TO INCREASE WITH FORTHCOMING BUYOUTS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: December 27, 2019
MEETING DATE: January 6, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award contract in the amount of $299,214.24 for the Jones Box Park Phase II Utility Improvements Project. (Bid No.1920-01-528-C003-210)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Project consists of the construction water, sewer and storm drainage utilities for the Phase II expansion of Jones Box Park

On December 19, 2019, formal bids were opened with eleven (11) respondents of which three were deemed non-responsive to the solicitation. The bids received ranged from $299,214.24 to $583,356.80

Financial Consideration: Bid is in the amount of $297,844.50

Staff Recommendation: Staff recommends award of contract for the Jones Box Park Phase II Utility Improvements Project to the lowest responsive and responsible bidder, Venser Contractors LLC of McAllen, TX in the amount of $299,214.24

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 12/27/2019
Omar Anzaldua	Approved - 12/27/2019
Patricia Rigney	Approved - 12/27/2019
Veronica Gutierrez	Approved - 12/27/2019
Karla Moya	Approved - 1/2/2020
City Management Office	Final Approval - 1/3/2020

BID OPENING:DECEMBER 19, 2019 AT 2:00 P.M.
LOCATION: CITY COMMISSION ROOM
JONES BOX PARK PHASE II UTILITY IMPROVEMENTS

				BIDDERS:	★ VENSER CONTRACTORS, LLC MCALLEN, TX	MCLLEN MULTI-SERVICE MCALLEN, TX	CASTLE ENTERPRISES, LLC MONTE ALTO, TX	RDH SITE AND CONCRETE, LLC PALMVIEW, TX	SAENZ BROTHER CONTRUCTION DONNA, TX	GONZALEZ ENGINEERING & MANAGEMENT EDINBURG, TX	URBAN INFRASTRUCTURE GROUP, INC DONNA, TX	JIMMY CLOSNER & SONS CONSTRUCTION CO., INC MERCEDES, TX	NON-RESPONSIVE THE 5125 COMPANY MISSION, TX	RGV ASPHALT, LLC DONNA, TX	NM CONTRACTING, LLC MCALLEN, TX
DRAINAGE															
ITEM	**CODE**	**DESCRIPTION**	**U/M**	**QTY**											
1	164	CELL, FIB MULCH SEED (PERM)(URBAN)(CLAY)	SY	6914	$7,467.12	$1,728.50	$6,499.16	$6,914.00	$3,802.70	$1,728.50	HC $16,831.50 $16,801.02	$10,371.00			
2	164	CELL, FIB MULCH SEED (TEMP)(WARM)	SY	6914	$7,467.12	$1,728.50	$6,499.16	$6,914.00	$3,111.30	$1,728.50	HC $16,831.50 $16,801.02	$8,296.80			
3	402	TRENCH PROTECTION	LF	1372	$686.00	$4,802.00	$2,757.72	$1,372.00	$2,744.00	$6,860.00	HC $6,763.00 $6,763.96	$2,744.00			
4	420	CONC (CL-C)(CONC COLLAR)	EA	3	$600.00	$3,600.00	$4,824.00	$750.00	$4,500.00	$2,250.00	$4,275.00	$11,100.00			
5	432	RIPRAP (CONC)(4 IN)(CL-A)	CY	31	$7,750.00	$4,960.00	$7,892.60	$7,750.00	$10,850.00	$9,300.00	HC $$13,954.00 $13,954.03	$7,750.00			
6	464	RC PIPE (CL-III)(12")(SPL)(LF)	LF	34	$816.00	$1,020.00	$1,260.72	$1,190.00	$2,686.00	$1,530.00	$2,227.00	$1,190.00			
7	464	RC PIPE (CL-III)(18")(SPL)(LF)	LF	28	$868.00	$896.00	$1,253.28	$1,260.00	$1,624.00	$1,680.00	HC $2,423.00 $2,423.12	$1,540.00			
8	465	INLET (COMPL)(TY A)	EA	3	$6,300.00	$7,500.00	$8,542.50	$9,600.00	$8,250.00	$13,500.00	$13,275.00	$13,500.00			
9	465	INLET (COMPL)(TY C)	EA	11	$23,650.00	$28,600.00	$29,727.94	$35,200.00	$27,500.00	$60,500.00	HC $43,075.00 $43,075.01	$60,500.00			
10	465	CONC MANHOLE	EA	6	$15,000.00	$17,400.00	$19,175.40	$27,000.00	$27,000.00	$30,000.00	$28,275.00	$42,000.00			
11	465	CONFLICT MH W/ 10 LF OF 16" STEEL CASING	EA	1	$7,500.00	$4,500.00	$5,159.00	$7,500.00	$8,500.00	$10,000.00	$7,775.00	$11,000.00			
12	506	CONSTRUCTION EXIT (TY-II)(INSTALL)	SY	84	$840.00	$420.00	$1,962.24	$1,176.00	$7,980.00	$2,520.00	HC $2,493.00 $2,493.12	$3,360.00			
13	506	CONSTRUCTION EXIT (TY-II)(REMOVE)	SY	84	$420.00	$420.00	$703.92	$1,176.00	$840.00	$840.00	HC $1,779.00 $1,779.12	$1,680.00			
14	506	TEMP SEDIMENT SONT FENCE (INSTALL)	LF	3584	$10,752.00	$4,480.00	$12,974.08	$7,168.00	$10,752.00	$17,920.00	HC $12,027.00 $12,042.24	$14,336.00			
15	506	TEMP SEDIMANT CONT FENCE (REMOVE)	LF	3584	$4,480.00	$4,480.00	$4,085.76	$3,584.00	$3,584.00	$3,584.00	HC $4,859.00 $4,874.24	$3,584.00			
16	506	BIODEGRADABLE EROSION CONT LOGS	LF	45	$225.00	$270.00	$331.65	$900.00	$270.00	$450.00	HC $2,400.00 $2,399.85	$450.00			
17	506	BIODEGRADABLE EROSION CONT LOGS	LF	45	NO BID	$270.00	$51.30	$450.00	$90.00	$90.00	HC $1500.00 $1,499.85	$180.00			
18	4007	FLEX VALVE (SLIP TYPE) (SERIES TF-2)	EA	3	$21,000.00	$15,000.00	$55,476.00	$22,500.00	$45,000.00	$2,250.00	$37,275.00	$37,800.00			
19	4026	HDPE CORRGATED PIPE (8")	LF	20	$200.00	$400.00	$343.40	$300.00	$520.00	$400.00	$1,615.00	$600.00			
20	4026	HDPE CORRGATED PIPE (12")	LF	184	$2,576.00	$4,600.00	$3,573.28	$4,600.00	$5,152.00	$6,440.00	HC $6,243.00 $6,243.12	$7,360.00			
21	4026	HDPE CORRGATED PIPE (18")	LF	1284	$30,816.00	$47,508.00	$30,713.28	$42,372.00	$33,384.00	$57,780.00	HC $52,635.00 $52,631.16	$64,200.00			
22	4026	HDPE CORRGATED PIPE (24")	LF	330	$12,210.00	$18,480.00	$12,889.80	$14,520.00	$15,180.00	$21,450.00	HC $18,435.00 $18,433.80	$19,800.00			
				DRAINAGE TOTAL	$161,623.24	$173,063.00	$216,696.19	$204,196.00	$223,320.00	$252,801.00	$296,931.66	$323,341.80			
SANITARY SEWER															
23	7050	8" SDR-26 PVC	LF	1135	$24,970.00	$39,725.00	$15,878.65	$43,130.00	$44,265.00	$39,725.00	HC $18,300.00 $18,296.20	$56,750.00			
24	7050	4' FIBERGLASS MANHOLE	EA	4	$16,800.00	$12,400.00	$12,263.52	$18,800.00	$19,200.00	$16,000.00	$16,475.00	$20,000.00			

BID OPENING:DECEMBER 19, 2019 AT 2:00 P.M.
LOCATION: CITY COMMISSION ROOM
JONES BOX PARK PHASE II UTILITY IMPROVEMENTS

25	7050	6" SDR-26 PVC SERVICE CONNECTION	EA	2	$1,600.00	$2,400.00	$1,764.64	$2,400.00	$3,000.00	$1,500.00	$2,275.00	$4,200.00			
26	7050	JACK & BORE W/ 16" STEEL CASING	LF	95	$11,400.00	$9,975.00	$17,657.65	$19,000.00	$18,525.00	$17,100.00	HC $15,525.00 $15,524.90	$38,000.00			
27	7050	TIE TO EXISTING SANITARY SEWER MANHOLE	EA	1	$3,500.00	$3,500.00	$529.30	$900.00	$2,500.00	$1,500.00	$3,775.00	$3,200.00			
28	7050	TRENCH PROTECTION	LF	1135	$1,418.75	$3,405.00	$2,281.35	$1,135.00	$2,270.00	$5,675.00	HC $5,815.00 $5,811.20	$2,270.00			
		SANITARY SEWER TOTAL			**$59,688.75**	**$71,405.00**	**$50,375.11**	**$85,365.00**	**$89,760.00**	**$81,500.00**	**$62,157.30**	**$124,420.00**			
		WATER													
29	7051	8" C-900 WATERLINE	LF	1223	$22,931.25	$20,791.00	$20,485.25	$17,122.00	$24,460.00	$34,244.00	HC $19,620.00 $19,616.92	$30,575.00			
30	7051	6" C-900 WATERLINE	LF	103	$1,545.00	$1,545.00	$1,307.07	$1,030.00	$1,854.00	$2,575.00	HC $2,562.50 $2,562.64	$1,854.00			
31	7051	3" C-900 WATERLINE	LF	62	$682.00	$744.00	$555.52	$620.00	$1,116.00	$930.00	HC $1,895.00 $1,894.72	$806.00			
32	7051	2" C-900 WATERLINE	LF	115	$920.00	$1,035.00	$918.85	$1,150.00	$2,070.00	$1,725.00	HC $2,195.00 $2,195.35	$1,380.00			
33	7051	8" VALVE & BOX	EA	5	$8,000.00	$7,500.00	$7,328.00	$9,000.00	$10,500.00	$11,250.00	$10,275.00	$9,000.00			
34	7051	6" VALVE & BOX	EA	3	$3,900.00	$3,300.00	$3,210.90	$3,615.00	$5,550.00	$5,400.00	$5,775.00	$3,600.00			
35	7052	3" VALVE & BOX	EA	1	$850.00	$900.00	$871.52	$875.00	$1,200.00	$1,200.00	$2,675.00	$900.00			
36	7051	2" SERVICE CONNECTION	EA	1	$800.00	$1,200.00	$1,234.70	$755.00	$2,500.00	$2,100.00	$2,525.00	$2,750.00			
37	7051	8" TEE	EA	1	$475.00	$750.00	$604.98	$580.00	$650.00	$900.00	$2,125.00	$800.00			
38	7051	8"X6" TEE REDUCER	EA	3	$1,425.00	$2,100.00	$1,025.94	$1,554.00	$2,550.00	$2,850.00	$4,575.00	$2,100.00			
39	7051	8"X3" REDUCER TEE	EA	1	$475.00	$690.00	$592.78	$495.00	$1,500.00	$750.00	$2,125.00	$650.00			
40	7051	3"X2" REDUCER TEE	EA	2	$200.00	$900.00	$238.28	$494.00	$1,500.00	$300.00	$2,775.00	$1,000.00			
41	7051	8" 90 DEGREE BEND	EA	1	$475.00	$550.00	$386.21	$395.00	$650.00	$750.00	$2,025.00	$600.00			
42	7051	2" 90 DEGREE BEND	EA	4	$400.00	$500.00	$441.60	$28.00	$1,400.00	$600.00	$1,875.00	$1,280.00			
43	7051	3" CAP/PLUG	EA	1	$150.00	$120.00	$99.52	$90.00	$350.00	$150.00	$1,425.00	$300.00			
44	7051	2" CAP/PLUG	EA	1	$80.00	$75.00	$95.45	$20.00	$350.00	$150.00	$1,425.00	$280.00			
45	7051	TIE TO EXISTING 8" WATERLINE W/8" TAP TEE	EA	2	$7,600.00	$4,200.00	$7,542.72	$3,790.00	$13,000.00	$10,000.00	$6,875.00	$10,000.00			
46	7051	FIRE HYDRANT ASSEMBLY	EA	3	$11,700.00	$11,700.00	$13,503.75	$16,500.00	$15,300.00	$18,750.00	$16,875.00	$18,000.00			
47	7051	2" METER W/ METER BOX	EA	3	$1,500.00	$5,700.00	$389.94	$4,275.00	$13,500.00	$10,500.00	$11,775.00	$13,500.00			
48	7051	JACK & BORE W/ 16" STEEL CASING	LF	66	$7,920.00	$6,930.00	$12,267.42	$16,500.00	$12,870.00	$11,880.00	HC $11,175.00 $11,175.12	$19,800.00			
46	7051	16" SDR-26 PVC CASING	LF	53	$2,544.00	$2,968.00	$2,174.59	$2,968.00	$4,505.00	$2,120.00	HC $3,501.00 $3,501.18	$5,830.00			
47	7051	12" SDR-26 PVC CASING	LF	81	$2,268.00	$4,374.00	$2,610.63	$3,321.00	$5,265.00	$2,025.00	HC $3,462.00 $3,461.94	$6,885.00			
48	7051	6" SDR-26 PVC CASING	LF	37	$666.00	$851.00	$676.36	$370.00	$2,035.00	$740.00	HC $1,793.00 $1,793.02	$2,220.00			
49	7051	4" SDR-26 PVC CASING	LF	33	$396.00	$660.00	$547.47	$330.00	$1,815.00	$660.00	HC $1,671.00 $1,671.12	$1,485.00			

BID OPENING:DECEMBER 19, 2019 AT 2:00 P.M.
LOCATION: CITY COMMISSION ROOM
JONES BOX PARK PHASE II UTILITY IMPROVEMENTS

WATER TOTAL	**$77,902.25**	**$80,083.00**	**$79,109.45**	**$85,877.00**	**$126,490.00**	**$122,549.00**	**$122,997.01**	**$135,595.00**			
TOTAL	★ **$299,214.24**	**$324,551.00**	**$346,180.75**	**$375,438.00**	**$439,570.00**	**$456,850.00**	HC $493,605.50 **$482,085.97**	**$583,356.80**			
HARD-COPY	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
ELECTRONIC COPY	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**NO**	**NO**	**NO**
BID BOND:	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**NO**	**YES**	**YES**	**YES**	**YES**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: January 3, 2020
MEETING DATE: January 6, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on City Manager contract.

Classification: Closed Session

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

Exclude Material from Public Packet? No
Reason:

Issue: This item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie Created/Initiated - 1/3/2020