

**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 20, 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. PUBLIC HEARINGS:

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

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

- A) Submission of Sales Tax Collection Report for January 2020.
- B) Submission of Tax Collection Report for December 2019.
- C) Submission of 1st Quarter 2019-2020 City of Pharr Investment Report.
- D) City Events of Interest.

5. 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) Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for the 14th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 14, 2020 from 7:00 a.m. to 11:00 a.m. (PARKS)
- B) Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ's) for Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection (CEI), Structural Engineering, MEP (Mechanical, Electrical, Plumbing) and Electrical Engineering during the 2020-2022 year period.(Project #1920-01-528-S013-001) (ENGINEERING)
- C) Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ's) for Professional Engineering Services for Water and Wastewater Improvement Projects during the 2020-2022-year period. (Project #1920-60-583-S014-001) (ENGINEERING)
- D) Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ's) for Professional Architectural Services for 2020-2022 projects. (Project #1920-01-528-S015-001) (ENGINEERING)

AGENDA REGULAR MEETING
January 20, 2020

E) Consideration and action authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Surveying Services for Projects during the 2020-2022-year period. (Project #1920-01-528-S020-001) (ENGINEERING)

F) Consideration and action on request from Vanguard Academy for the City of Pharr to waive rental fees of the Pharr Events Center to support their Career and Technical Education Expo on Wednesday March 4, 2020. (EVENTS CENTER)

G) Consideration and action on Development Services Cases:

1. Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

2. Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83. **CUP#171165**

3. Aiesty, Inc., d/b/a Seoul Asian Market, has filed with the Planning and Zoning Commission a request for 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 0.3 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite M. **CUP#191272**

4. Orgo Family Ltd. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being all of Lot 1, Shallow Brook Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3715 South Cage Boulevard. **COZ#191169**

5. East Point Investments, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.09 acres, more or less, out of Lots 13-14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1300-1500 Block of North Veterans Boulevard. **COZ#191271**

H) PLATS:

AGENDA REGULAR MEETING
January 20, 2020

1. Melden & Hunt Inc., representing Mark Bissell, Managing member for Bissell Southwest DC Leasing, LLC., is requesting final plat approval of the proposed Gemini Subdivision. The property is legally described as being 37.397 acres out of Lots 367 and 370, Kelly-Pharr Subdivision and out of Lot 14, Block 1, a Re-subdivision of Closer Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of East HI Line Road. **SUB#181238**
2. Perez Consulting Engineers, representing, Charles Clark, General Partner Clark-Knapp Honda, is requesting final plat approval of the proposed Clark Knapp Honda Subdivision Section 2. The property is described as being a tract of land containing 4.00 acres out of Lot 170, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 1000 Block of West Polk Avenue. **SUB#160720**
3. M Garcia Engineering LLC, representing Zaragoza Hinojosa Jr., President of Heavy Investments, LTD. A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Subdivision Plat East Park Subdivision. The property is legally described as a tract of land containing 17.13 acres and also being a part or portion of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 and 1200 Block of East Ferguson Avenue. **SUB#191229**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-40 for budget amendments to the Fiscal Year 2019-2020 Budget. **(Adoption on 1st Reading)** (FINANCE)
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-35 to adopt a new and updated Personnel Policy Manual. **(2nd Reading)** (HR)
- C) Consideration and action, if any, on Resolution authorizing reimbursement of expenditures on certain City Capital Projects to include the Raw Water Reservoir Expansion with City of Pharr, Texas Texas Water Development Board. (FINANCE)
- D) Consideration and action, if any, on Resolution appointing/reappointing or removal of board member(s) of the Parks and Recreation Advisory Board. (PARKS)

AGENDA REGULAR MEETING

January 20, 2020

E) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Hi-Line East Road, Cage Boulevard to Veterans Road, CSJ: 0921-02-375 (ENGINEERING)

7. ADMINISTRATIVE:

A) Consideration and action, if any, authorizing City Manager to advertise for bids for the Wastewater Treatment Plant Oxidation Ditch No. 2 and Electrical Improvements. (Project #1920-61-587-C002-242) (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to advertise for bids for the Single Machine Repaving Project Year 5. (Project #1920-40-510-C006-105) (ENGINEERING)

C) Consideration and action, if any, on permission to advertise for Requests for Qualifications for Construction Management Services for Pharr City Hall Renovation and Improvement Project and granting permission to the City Manager to negotiate and enter into a contract for such services. (Project #1920-01-510-S019-001) (ADMINISTRATION)

D) Consideration and action, if any, on Deductive Change Order No. 2 in the amount of \$1,763.80 and final acceptance of the Thomas Road - Left Turn Lane Construction Project, and release of final payment and retainage in the amount of \$30,887.98. (Project No. 1718-39-510-C009-252) (ENGINEERING)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase new furniture for the Pharr Civic Center administrative offices through Lone Star Furnishing using Buyboard Contract 584-19. (Project #1920-39-510-P011-001) (PARKS)

B) Consideration and action, if any, on the purchase of a Hazmat Elite Command Package- Single-Diamond FTIR Identifier for the Fire Department as part of the 2019 State Homeland Security Grant Award using HGAC Contract EP11-17. (Project #1920-01-515-P010-001) (FIRE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to award service contract for the Used Tires and Rubber Scrap Removal and Disposal/Recycling Services. (Project #1920-01-517-S007-257) (PUBLIC WORKS)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Professional Engineering Services for the Commercial Vehicle Truck Staging Area Project. (Project #1920-01-528-S018-001) (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to award contract in the amount of \$332,830 for the Hike and Bike Phase II Utility Relocation Project. (Project No.1920-61-583-C004-289) (ENGINEERING)

D) Consideration and action, if any, on agreement between City of Pharr and Region One Education Service Center to participate in the ORION (One Regional Interconnected Optical Network) E-Rate Consortium. (LIBRARY)

E) Consideration and action, if any, on acceptance of various park projects as complete and authorization to release retainage to the Construction Manager at Risk (CMAR). (ENGINEERING)

F) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with ERO International, LLC for architectural design and construction plans for the Pharr City Hall Renovation Project. (ADMINISTRATION)

10. LEGAL:

A) Consultation with City Attorney and possible action on Texas Municipal League Coverage. (LEGAL)

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

AGENDA REGULAR MEETING

January 20, 2020

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.

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

13. ADJOURNMENT:

AGENDA REGULAR MEETING
January 20, 2020

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 17th day of January 2020 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 17th day of January 2020.


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: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 1/14/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 17, 2020

MEETING DATE: January 20, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for January 2020.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 9.92% compared to last January 2019 collections, the City ranked No. 6 this month compared to 9 other cities in the Valley in sales collections compared to last year.

Please feel free to contact me should the need arise; I am at extension 1907.

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Edward Wylie

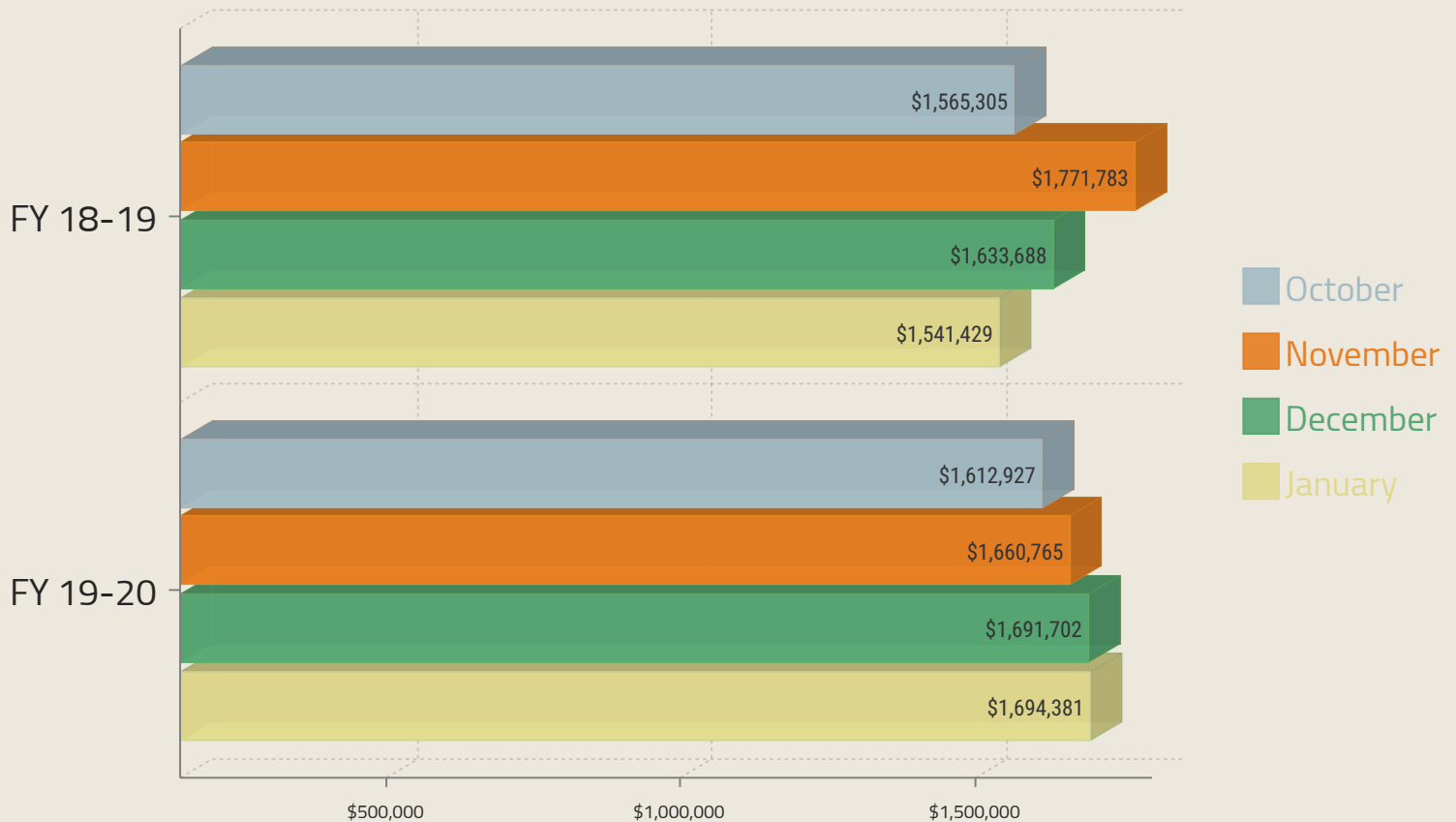
Created/Initiated - 1/17/2020

Final Approval - 1/17/2020

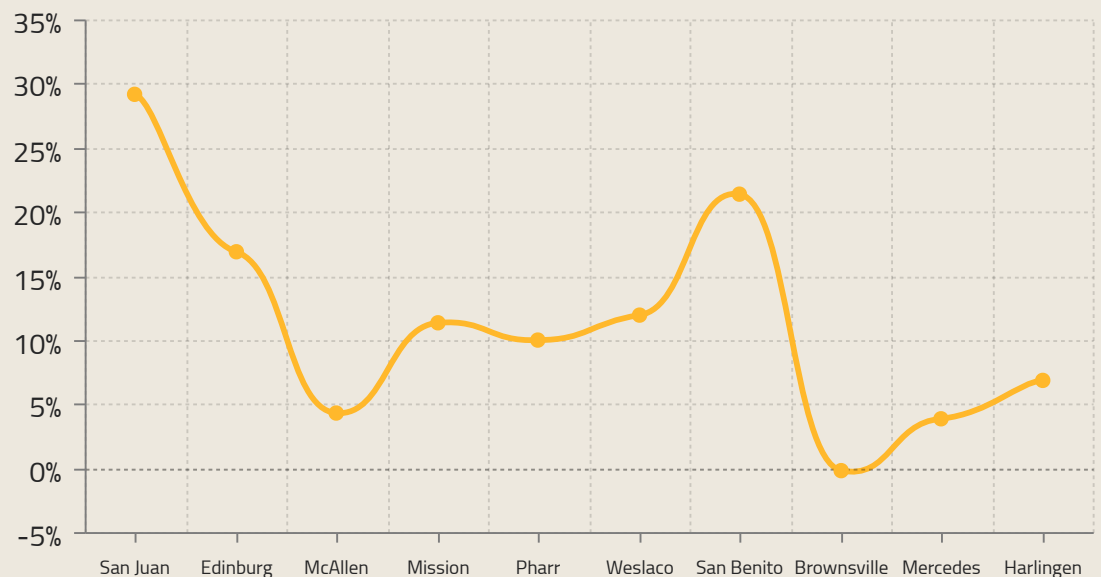
Sales Taxes Collection Snapshot-January 2020



9.92% Increase in Sales Tax
from Last Year



Ranked No. 6
compared to neighbor
Cities



City of Pharr
Sales Total Tax Analysis (2%) - Cash Basis

MONTH	FY 08/09	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Difference FY 19/20 - FY 18/19
OCT.	\$ 929,360	\$ 954,528	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,281,269	\$ 1,317,281	\$ 1,374,342	\$ 1,565,305	\$ 1,612,927	\$ 47,622
NOV.	966,454	1,025,682	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436	1,537,813	1,771,783	1,660,765	(111,018)
DEC.	1,031,223	914,194	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834	1,363,639	1,633,688	1,691,702	58,014
JAN.	845,773	929,064	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066	1,502,050	1,541,429	1,694,381	152,952
FEB.	897,043	1,214,454	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000	1,712,515	2,460,662		
MAR.	880,930	959,178	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217	1,405,923	1,670,886		
APR.	827,859	979,239	1,033,280	1,120,837	1,195,832	1,324,900	1,263,946	1,381,333	1,608,553		
MAY	982,711	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947	1,646,964	1,771,590		
JUN.	872,035	1,098,232	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312	1,573,321	1,669,298		
JUL.	813,224	1,142,386	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878	1,671,537	1,760,677		
AUG.	976,485	1,226,816	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105	1,556,841	1,797,679		
SEP.	817,638	1,131,188	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050	1,538,304	1,826,066		
TOTAL	\$ 10,840,735	\$ 12,825,707	\$ 13,024,633	\$ 14,268,899	\$ 15,765,800	\$ 16,594,826	\$ 16,944,071	\$ 18,264,581	\$ 21,077,615	\$ 6,659,775	\$ 147,571

AVERAGE PER MONTH

\$ 903,395 \$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,522,048 \$ 1,756,468 \$ 1,664,944

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 1,320,511 \$ 2,813,033 \$ 147,571

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 15.40% 2.27%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

Budget - YTD	\$ 11,598,933	\$ 13,443,500	\$ 13,443,500	\$ 14,980,000	\$ 16,301,000	\$ 16,845,700	\$ 17,272,300	\$ 19,455,800	\$ 21,532,400
Bud vs. Actual	\$ 1,226,774	\$ (418,867)	\$ 825,399	\$ 785,800	\$ 293,826	\$ 98,371	\$ 992,281	\$ 1,621,815	
% Difference	9.56%	-3.22%	5.78%	4.98%	1.77%	0.58%	5.43%	7.69%	

SALES TAX STATE COLLECTION RGV COMPARISON - JANUARY 2020

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2019 Payments To Date	2018 Payments To Date	% Change
Rank Based on Current Month Activity							
1	San Juan	\$ 345,570	\$ 267,590	29.14%	\$ 345,570	\$ 267,590	29.14%
2	San Benito	\$ 435,509	\$ 358,907	21.34%	\$ 435,509	\$ 358,907	21.34%
3	Edinburg	\$ 2,071,355	\$ 1,773,355	16.80%	\$ 2,071,355	\$ 1,773,568	16.79%
4	Weslaco	\$ 1,063,912	\$ 950,401	11.94%	\$ 1,063,912	\$ 950,401	11.94%
5	Mission	\$ 1,347,202	\$ 1,210,534	11.29%	\$ 1,347,202	\$ 1,210,534	11.29%
6	Pharr	\$ 1,694,381	\$ 1,541,429	9.92%	\$ 1,694,381	\$ 1,541,429	9.92%
7	Harlingen	\$ 2,013,601	\$ 1,885,631	6.79%	\$ 2,013,601	\$ 1,885,631	6.79%
8	Mcallen	\$ 5,738,801	\$ 5,504,182	4.26%	\$ 5,738,801	\$ 5,504,182	4.26%
9	Mercedes	\$ 650,912	\$ 626,686	3.87%	\$ 650,912	\$ 626,686	3.87%
10	Brownsville	\$ 3,146,948	\$ 3,151,659	-0.15%	\$ 3,146,948	\$ 3,151,659	-0.15%

Rank Based on Calendar Year 2019 To Date Activity							
1	San Juan	\$ 345,570	\$ 267,590	29.14%	\$ 345,570	\$ 267,590	29.14%
2	San Benito	\$ 435,509	\$ 358,907	21.34%	\$ 435,509	\$ 358,907	21.34%
3	Edinburg	\$ 2,071,355	\$ 1,773,355	16.80%	\$ 2,071,355	\$ 1,773,568	16.79%
4	Weslaco	\$ 1,063,912	\$ 950,401	11.94%	\$ 1,063,912	\$ 950,401	11.94%
5	Mission	\$ 1,347,202	\$ 1,210,534	11.29%	\$ 1,347,202	\$ 1,210,534	11.29%
6	Pharr	\$ 1,694,381	\$ 1,541,429	9.92%	\$ 1,694,381	\$ 1,541,429	9.92%
7	Harlingen	\$ 2,013,601	\$ 1,885,631	6.79%	\$ 2,013,601	\$ 1,885,631	6.79%
8	Mcallen	\$ 5,738,801	\$ 5,504,182	4.26%	\$ 5,738,801	\$ 5,504,182	4.26%
9	Mercedes	\$ 650,912	\$ 626,686	3.87%	\$ 650,912	\$ 626,686	3.87%
10	Brownsville	\$ 3,146,948	\$ 3,151,659	-0.15%	\$ 3,146,948	\$ 3,151,659	-0.15%

STATE TOTALS	\$ 488,728,715	\$ 470,575,446	3.86%	\$ 488,728,715	\$ 470,575,446	3.86%
--------------	----------------	----------------	-------	----------------	----------------	-------



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: January 17, 2020

MEETING DATE: January 20, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Tax Collection Report for December 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Current Collections

Current Tax Collections as of December 2019 are **\$8,040,989 or 35.83%** collected out of this Year's Levy . This is 1.97% decrease compared to last year .

Delinquent Tax

Delinquent Tax Collections as of December 2019 are \$184,777 which is 7.25% collected out of previous year's tax rolls. This is an increase of 1.18% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 1/17/2020
Final Approval - 1/17/2020

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
DECEMBER 2019**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2019/2020	COLLECTED 2018/2019
2019 TAX ROLL	22,493,508.68	8,040,988.78	-	(50,537.16)	14,401,982.74	35.83%	37.80%
2018 & PRIOR YRS	2,556,147.78	184,777.04		(8,235.26)	2,363,135.48	7.25%	6.07%
ROLLBACK	96,895.20	61,370.50	-	28,578.60	64,103.30	48.91%	0.00%
TOTALS	25,146,551.66	8,287,136.32	-	(30,193.82)	16,829,221.52		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2019

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	6,280,295.09	(21,696.37) CURRENT
CURRENT YEAR-P&I		
PRIOR YEARS-BASE TAX	42,961.40	(1,043.38) PRIOR
PRIOR YEARS-P&I	12,607.68	
ROLLBACK	61,370.50	28,578.60 ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	7,652.09	- PURGED
TOTAL COLLECTIONS	6,404,886.76	5,838.85
LESS TRANSFERRED	4,686,569.01	
LESS IN TRANSIT	1,712,318.75	
LESS DUE TO HCAD COMM. FEE	211.00	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

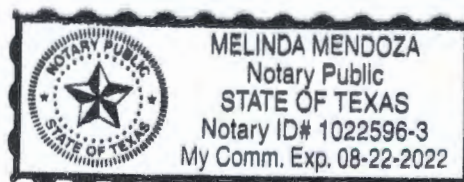
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO
SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR
THE MONTH OF DECEMBER 2019 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF JANUARY 2020 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF DECEMBER 2019

<u>AD VALOREM - CITY OF PHARR</u>	<u>2019-2020</u>	<u>2018-2019</u>	<u>DIFFERENCE</u>
<u>2019 CURRENT</u>			
ORIGINAL LEVY	22,493,508.68	19,278,100.58	3,215,408.10
MODIFICATIONS	(50,537.16)	(49,368.39)	(1,168.77)
CURRENT LEVY	22,442,971.52	19,228,732.19	3,214,239.33
CURRENT COLLECTIONS THIS MONTH	6,280,295.09	5,976,153.97	304,141.12
CURRENT COLLECTIONS TO DATE	8,040,988.78	7,268,981.67	772,007.11
OUTSTANDING TO DATE	14,401,982.74	11,959,750.52	2,442,232.22
PERCENT COLLECTED/ORIGINAL	35.75%	37.71%	-1.96%
PERCENT COLLECTED/MODIFIED	35.83%	37.80%	-1.97%
TOTAL COLLECTIONS FISCAL YEAR	8,040,988.78	7,268,981.67	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,556,147.78	2,534,188.08	21,959.70
MODIFICATIONS	(8,235.26)	(35,977.51)	27,742.25
DELINQUENT LEVY	2,547,912.52	2,498,210.57	49,701.95
DELINQUENT COLLECTIONS THIS MONTH	42,961.40	25,431.44	17,529.96
DELINQUENT COLLECTIONS TO DATE	184,777.04	151,540.21	33,236.83
OUTSTANDING TO DATE	2,363,135.48	2,346,670.36	16,465.12
PERCENT COLLECTED/ORIGINAL	7.23%	5.98%	1.25%
PERCENT COLLECTED/MODIFIED	7.25%	6.07%	1.18%
TOTAL COLLECTIONS FISCAL YEAR	184,777.04	151,540.21	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	96,895.20	13,987.55	82,907.65
MODIFICATIONS	28,578.60	22,843.79	5,734.81
ROLLBACK LEVY	125,473.80	36,831.34	88,642.46
ROLLBACK COLLECTIONS THIS MONTH	61,370.50	0.00	61,370.50
ROLLBACK COLLECTIONS TO DATE	61,370.50	0.00	61,370.50
OUTSTANDING TO DATE	64,103.30	36,831.34	27,271.96
PERCENT COLLECTED/ORIGINAL	63.34%	0.00%	63.34%
PERCENT COLLECTED/MODIFIED	48.91%	0.00%	48.91%
TOTAL COLLECTIONS FISCAL YEAR	61,370.50	0.00	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF DECEMBER 2019

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
3-Dec	98,270.54	-			3,347.09	1,016.28			629.44		103,263.35		103,263.35	
4-Dec	102,096.52	-			1,259.16	358.69			220.14		103,934.51		103,934.51	
5-Dec	78,245.68	-			1,570.23	516.41			246.33		80,578.65	281,988.51	(201,409.86)	11-Dec
6-Dec	45,885.67				992.43	373.94			204.97		47,457.01	47,457.01	-	12-Dec
9-Dec	150,077.61				1,981.62	559.13			372.20		152,990.56	152,990.56	-	13-Dec
10-Dec	57,541.03				3,509.31	860.80			623.50		62,534.64	62,534.64	-	16-Dec
11-Dec	86,510.31	-			1,528.56	383.09			269.14		88,691.10	88,691.10	(0.00)	17-Dec
12-Dec	338,110.20	-			2,527.88	592.06			412.08		341,642.22	341,642.22	0.00	18-Dec
13-Dec	78,432.69				1,967.48	485.63			360.39		81,246.19	81,246.19	-	19-Dec
14-Dec	(627.07)				(1,097.33)	(30.93)			(9.26)		(1,764.59)		(1,764.59)	
16-Dec	627,286.95				1,543.97	350.06			252.25		629,433.23	627,668.64	1,764.59	20-Dec
17-Dec	304,222.87				3,458.63	1,056.89			643.21		309,381.60	309,381.60	0.00	23-Dec
18-Dec	2,354,680.60				1,153.59	349.65			225.48		2,356,409.32	2,356,409.32	-	26-Dec
19-Dec	157,951.13				1,459.33	560.22			214.76		160,185.44	160,185.44	-	27-Dec
20-Dec	174,308.94				1,439.48	431.81			193.55		176,373.78	176,373.78	-	30-Dec
23-Dec	235,750.01				990.16	379.40			202.58		237,322.15	237,322.15	-	2-Jan
26-Dec	303,876.39				3,206.74	775.57			580.98		308,439.68	308,439.68	-	3-Jan
27-Dec	491,953.00				4,710.96	1,388.34			637.72		498,690.02	498,690.02	-	6-Jan
30-Dec	595,722.02				7,412.11	2,200.64			1,372.63		606,707.40	606,496.40	211.00	8-Jan
30-Dec							61,370.50				61,370.50	61,370.50	-	8-Jan
											-	-	-	
											-	-	-	
											-	-	-	
											-	-	-	
											-	-	-	
											-	-	-	
TTL	6,280,295.09	0.00	0.00	0.00	42,961.40	12,607.68	61,370.50	0.00	7,652.09	0.00	6,404,886.76	6,398,887.76	5,999.00	

OVERALL TOTAL	6,404,886.76
LESS REFUNDS	0.00
LESS HCAD COMM FEES	211.00
LESS COMM/COST	5,788.00
BALANCE	6,398,887.76
LESS TRANSFERRED	4,686,569.01
LESS TRANSF IN TRANSIT	1,712,318.75
BALANCE PENDING	0.00

01/03/2020 18:19:58 3376201
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 38
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	4,963,148.39	.00	.00	130,288.85-	4,832,859.54	.00	.00	.00	4,963,148.39
	I & S	.150500	1,317,146.70	.00	.00	34,576.73-	1,282,569.97	.00	.00	.00	1,317,146.70
	TOTAL	.717600	6,280,295.09	.00	.00	164,865.58-	6,115,429.51	.00	.00	.00	6,280,295.09
2018	M & O	.567100	26,065.84	.00	5,947.43	.00	32,013.27	5,430.89	.00	.00	37,444.16
	I & S	.081900	3,764.35	.00	858.76	.00	4,623.11	.00	.00	.00	4,623.11
	TOTAL	.649000	29,830.19	.00	6,806.19	.00	36,636.38	5,430.89	.00	.00	42,067.27
2017	M & O	.567100	6,601.04	.00	2,210.15	.00	8,811.19	1,428.63	.00	.00	10,239.82
	I & S	.081900	953.34	.00	319.17	.00	1,272.51	.00	.00	.00	1,272.51
	TOTAL	.649000	7,554.38	.00	2,529.32	.00	10,083.70	1,428.63	.00	.00	11,512.33
2016	M & O	.582100	1,693.11	.00	661.99	.00	2,355.10	286.27	.00	.00	2,641.37
	I & S	.071900	209.17	.00	81.72	.00	290.89	.00	.00	.00	290.89
	TOTAL	.654000	1,902.28	.00	743.71	.00	2,645.99	286.27	.00	.00	2,932.26
2015	M & O	.582100	1,019.23	.00	556.60	.00	1,575.83	226.05	.00	.00	1,801.88
	I & S	.071900	125.88	.00	68.75	.00	194.63	.00	.00	.00	194.63
	TOTAL	.654000	1,145.11	.00	625.35	.00	1,770.46	226.05	.00	.00	1,996.51
2014	M & O	.608100	646.93	.00	369.39	.00	1,016.32	118.12	.00	.00	1,134.44
	I & S	.071900	76.49	.00	43.68	.00	120.17	.00	.00	.00	120.17
	TOTAL	.680000	723.42	.00	413.07	.00	1,136.49	118.12	.00	.00	1,254.61
2013	M & O	.605000	551.69	.00	254.45	.00	806.14	19.57	.00	.00	825.71
	I & S	.075000	68.39	.00	31.55	.00	99.94	.00	.00	.00	99.94
	TOTAL	.680000	620.08	.00	286.00	.00	906.08	19.57	.00	.00	925.65
2012	M & O	.602600	85.74	.00	50.21	.00	135.95	2.81	.00	.00	138.76
	I & S	.077400	11.01	.00	6.46	.00	17.47	.00	.00	.00	17.47
	TOTAL	.680000	96.75	.00	56.67	.00	153.42	2.81	.00	.00	156.23
2011	M & O	.602100	29.14	.00	26.59	.00	55.73	8.68	.00	.00	64.41
	I & S	.077900	3.77	.00	3.44	.00	7.21	.00	.00	.00	7.21
	TOTAL	.680000	32.91	.00	30.03	.00	62.94	8.68	.00	.00	71.62
2010	M & O	.601800	342.39	.00	264.00	.00	606.39	14.60	.00	.00	620.99
	I & S	.078200	44.49	.00	34.31	.00	78.80	.00	.00	.00	78.80
	TOTAL	.680000	386.88	.00	298.31	.00	685.19	14.60	.00	.00	699.79
2009	M & O	.601800	342.39	.00	319.90	.00	662.29	78.14	.00	.00	740.43
	I & S	.078200	44.48	.00	41.57	.00	86.05	.00	.00	.00	86.05
	TOTAL	.680000	386.87	.00	361.47	.00	748.34	78.14	.00	.00	826.48
2007	M & O	.596130	57.03	.00	62.52	.00	119.55	10.74	.00	.00	130.29
	I & S	.086990	8.32	.00	9.12	.00	17.44	.00	.00	.00	17.44
	TOTAL	.683120	65.35	.00	71.64	.00	136.99	10.74	.00	.00	147.73

01/03/2020 18:19:58 3376201
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 39
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	62.51	.00	80.43	.00	142.94	15.77	.00	.00	158.71
	I & S	.089990	9.48	.00	12.20	.00	21.68	.00	.00	.00	21.68
	TOTAL	.683120	71.99	.00	92.63	.00	164.62	15.77	.00	.00	180.39
2003	M & O	.596220	44.87	.00	66.27	.00	111.14	.00	.00	.00	111.14
	I & S	.086900	6.54	.00	9.66	.00	16.20	.00	.00	.00	16.20
	TOTAL	.683120	51.41	.00	75.93	.00	127.34	.00	.00	.00	127.34
1999	M & O	.529360	59.49	.00	141.83	.00	201.32	4.66	.00	.00	205.98
	I & S	.112950	12.70	.00	30.27	.00	42.97	.00	.00	.00	42.97
	TOTAL	.642310	72.19	.00	172.10	.00	244.29	4.66	.00	.00	248.95
1998	M & O	.505610	17.33	.00	36.32	.00	53.65	7.16	.00	.00	60.81
	I & S	.124390	4.26	.00	8.94	.00	13.20	.00	.00	.00	13.20
	TOTAL	.630000	21.59	.00	45.26	.00	66.85	7.16	.00	.00	74.01
ALL	M & O		5,000,767.12	.00	11,048.08	130,288.85-	4,881,526.35	7,652.09	.00	.00	5,019,467.29
ALL	I & S		1,322,489.37	.00	1,559.60	34,576.73-	1,289,472.24	.00	.00	.00	1,324,048.97
ALL	TOTAL		6,323,256.49	.00	12,607.68	164,865.58-	6,170,998.59	7,652.09	.00	.00	6,343,516.26
DLQ	M & O		37,618.73	.00	11,048.08	.00	48,666.81	7,652.09	.00	.00	56,318.90
DLQ	I & S		5,342.67	.00	1,559.60	.00	6,902.27	.00	.00	.00	6,902.27
DLQ	TOTAL		42,961.40	.00	12,607.68	.00	55,569.08	7,652.09	.00	.00	63,221.17
CURR	M & O		4,963,148.39	.00	.00	130,288.85-	4,832,859.54	.00	.00	.00	4,963,148.39
CURR	I & S		1,317,146.70	.00	.00	34,576.73-	1,282,569.97	.00	.00	.00	1,317,146.70
CURR	TOTAL		6,280,295.09	.00	.00	164,865.58-	6,115,429.51	.00	.00	.00	6,280,295.09

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 12/01/2019 THRU 12/31/2019
JURISDICTION: 0033 CITY OF PHARR

PAGE : 8

[illegible]

01/03/2020 20:20:05 3375481
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 38
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	4,963,148.39	.00	.00	130,288.85-	4,832,859.54	.00	.00	.00	4,963,148.39
	I & S	.150500	1,317,146.70	.00	.00	34,576.73-	1,282,569.97	.00	.00	.00	1,317,146.70
	TOTAL	.717600	6,280,295.09	.00	.00	164,865.58-	6,115,429.51	.00	.00	.00	6,280,295.09
2018	M & O	.567100	26,065.84	.00	5,947.43	.00	32,013.27	5,430.89	.00	.00	37,444.16
	I & S	.081900	3,764.35	.00	858.76	.00	4,623.11	.00	.00	.00	4,623.11
	TOTAL	.649000	29,830.19	.00	6,806.19	.00	36,636.38	5,430.89	.00	.00	42,067.27
2017	M & O	.567100	18,633.50	.00	2,210.15	.00	20,843.65	1,428.63	.00	.00	22,272.28
	I & S	.081900	2,691.06	.00	319.17	.00	3,010.23	.00	.00	.00	3,010.23
	TOTAL	.649000	21,324.56	.00	2,529.32	.00	23,853.88	1,428.63	.00	.00	25,282.51
2016	M & O	.582100	14,830.79	.00	661.99	.00	15,492.78	286.27	.00	.00	15,779.05
	I & S	.071900	1,831.91	.00	81.72	.00	1,913.63	.00	.00	.00	1,913.63
	TOTAL	.654000	16,662.70	.00	743.71	.00	17,406.41	286.27	.00	.00	17,692.68
2015	M & O	.582100	14,946.44	.00	556.60	.00	15,503.04	226.05	.00	.00	15,729.09
	I & S	.071900	1,846.15	.00	68.75	.00	1,914.90	.00	.00	.00	1,914.90
	TOTAL	.654000	16,792.59	.00	625.35	.00	17,417.94	226.05	.00	.00	17,643.99
2014	M & O	.608100	16,021.50	.00	369.39	.00	16,390.89	118.12	.00	.00	16,509.01
	I & S	.071900	1,894.34	.00	43.68	.00	1,938.02	.00	.00	.00	1,938.02
	TOTAL	.680000	17,915.84	.00	413.07	.00	18,328.91	118.12	.00	.00	18,447.03
2013	M & O	.605000	551.69	.00	254.45	.00	806.14	19.57	.00	.00	825.71
	I & S	.075000	68.39	.00	31.55	.00	99.94	.00	.00	.00	99.94
	TOTAL	.680000	620.08	.00	286.00	.00	906.08	19.57	.00	.00	925.65
2012	M & O	.602600	85.74	.00	50.21	.00	135.95	2.81	.00	.00	138.76
	I & S	.077400	11.01	.00	6.46	.00	17.47	.00	.00	.00	17.47
	TOTAL	.680000	96.75	.00	56.67	.00	153.42	2.81	.00	.00	156.23
2011	M & O	.602100	29.14	.00	26.59	.00	55.73	8.68	.00	.00	64.41
	I & S	.077900	3.77	.00	3.44	.00	7.21	.00	.00	.00	7.21
	TOTAL	.680000	32.91	.00	30.03	.00	62.94	8.68	.00	.00	71.62
2010	M & O	.601800	342.39	.00	264.00	.00	606.39	14.60	.00	.00	620.99
	I & S	.078200	44.49	.00	34.31	.00	78.80	.00	.00	.00	78.80
	TOTAL	.680000	386.88	.00	298.31	.00	685.19	14.60	.00	.00	699.79
2009	M & O	.601800	342.39	.00	319.90	.00	662.29	78.14	.00	.00	740.43
	I & S	.078200	44.48	.00	41.57	.00	86.05	.00	.00	.00	86.05
	TOTAL	.680000	386.87	.00	361.47	.00	748.34	78.14	.00	.00	826.48
2007	M & O	.596130	57.03	.00	62.52	.00	119.55	10.74	.00	.00	130.29
	I & S	.086990	8.32	.00	9.12	.00	17.44	.00	.00	.00	17.44
	TOTAL	.683120	65.35	.00	71.64	.00	136.99	10.74	.00	.00	147.73

01/03/2020 20:20:05 3375481
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 39
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	62.51	.00	80.43	.00	142.94	15.77	.00	.00	158.71
	I & S	.089990	9.48	.00	12.20	.00	21.68	.00	.00	.00	21.68
	TOTAL	.683120	71.99	.00	92.63	.00	164.62	15.77	.00	.00	180.39
2003	M & O	.596220	44.87	.00	66.27	.00	111.14	.00	.00	.00	111.14
	I & S	.086900	6.54	.00	9.66	.00	16.20	.00	.00	.00	16.20
	TOTAL	.683120	51.41	.00	75.93	.00	127.34	.00	.00	.00	127.34
1999	M & O	.529360	59.49	.00	141.83	.00	201.32	4.66	.00	.00	205.98
	I & S	.112950	12.70	.00	30.27	.00	42.97	.00	.00	.00	42.97
	TOTAL	.642310	72.19	.00	172.10	.00	244.29	4.66	.00	.00	248.95
1998	M & O	.505610	17.33	.00	36.32	.00	53.65	7.16	.00	.00	60.81
	I & S	.124390	4.26	.00	8.94	.00	13.20	.00	.00	.00	13.20
	TOTAL	.630000	21.59	.00	45.26	.00	66.85	7.16	.00	.00	74.01
ALL	M & O		5,055,239.04	.00	11,048.08	130,288.85-	4,935,998.27	7,652.09	.00	.00	5,073,939.21
ALL	I & S		1,329,387.95	.00	1,559.60	34,576.73-	1,296,370.82	.00	.00	.00	1,330,947.55
ALL	TOTAL		6,384,626.99	.00	12,607.68	164,865.58-	6,232,369.09	7,652.09	.00	.00	6,404,886.76
DLQ	M & O		92,090.65	.00	11,048.08	.00	103,138.73	7,652.09	.00	.00	110,790.82
DLQ	I & S		12,241.25	.00	1,559.60	.00	13,800.85	.00	.00	.00	13,800.85
DLQ	TOTAL		104,331.90	.00	12,607.68	.00	116,939.58	7,652.09	.00	.00	124,591.67
CURR	M & O		4,963,148.39	.00	.00	130,288.85-	4,832,859.54	.00	.00	.00	4,963,148.39
CURR	I & S		1,317,146.70	.00	.00	34,576.73-	1,282,569.97	.00	.00	.00	1,317,146.70
CURR	TOTAL		6,280,295.09	.00	.00	164,865.58-	6,115,429.51	.00	.00	.00	6,280,295.09

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2019 TO 12/31/2019

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	6,904,323-	3,170,610,958	00.717600	22,442,971.52	11,382
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	22,493,508.68	21,696.37-	50,537.16-	6,280,295.09	8,040,988.78	14,401,982.74	35.83	0.00
2018	727,431.42	633.22-	4,535.02-	29,830.19	125,889.19	597,007.21	17.41	0.00
2017	330,112.81	311.98-	3,165.30-	7,554.38	26,456.99	300,490.52	8.09	0.00
2016	232,755.89	16.08-	387.85-	1,902.28	11,078.17	221,289.87	4.77	0.00
2015	211,032.27	82.10-	147.09-	1,145.11	8,263.24	202,621.94	3.92	0.00
2014	129,257.53	.00	0.00	723.42	4,778.65	124,478.88	3.70	0.00
2013	97,825.34	.00	0.00	620.08	2,560.84	95,264.50	2.62	0.00
2012	94,051.99	.00	0.00	96.75	1,741.79	92,310.20	1.85	0.00
2011	85,836.93	.00	0.00	32.91	797.97	85,038.96	.93	0.00
2010	82,281.11	.00	0.00	386.88	931.14	81,349.97	1.13	0.00
2009	79,251.23	.00	0.00	386.87	738.34	78,512.89	.93	0.00
2008	63,695.43	.00	0.00	0.00	31.81	63,663.62	.05	0.00
2007	57,133.13	.00	0.00	65.35	415.12	56,718.01	.73	0.00
2006	53,739.43	.00	0.00	0.00	458.24	53,281.19	.85	0.00
2005	48,478.67	.00	0.00	71.99	192.92	48,285.75	.40	0.00
2004	47,876.31	.00	0.00	0.00	104.25	47,772.06	.22	0.00
2003	39,198.36	.00	0.00	51.41	89.95	39,108.41	.23	0.00
2002	33,960.08	.00	0.00	0.00	0.00	33,960.08		0.00
2001	25,340.86	.00	0.00	0.00	0.00	25,340.86		0.00
2000	22,184.32	.00	0.00	0.00	0.00	22,184.32		0.00
1999	17,653.20	.00	0.00	72.19	186.65	17,466.55	1.06	0.00
1998	77,051.47	.00	0.00	21.59	61.78	76,989.69	.08	0.00
****	25,049,656.46	22,739.75-	58,772.42-	6,323,256.49	8,225,765.82	16,765,118.22		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2019 TO 12/31/2019

AG ROLLBACK ONLY

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	10,945.47	0
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	5,962.69	4,982.78	4,982.78	0.00	0.00	10,945.47		0.00
2017	17,255.13	5,311.46	5,311.46	13,770.18	13,770.18	8,796.41	61.02	0.00
2016	25,390.50	5,680.01	5,680.01	14,760.42	14,760.42	16,310.09	47.51	0.00
2015	26,920.48	6,009.22	6,009.22	15,647.48	15,647.48	17,282.22	47.52	0.00
2014	21,366.40	6,595.13	6,595.13	17,192.42	17,192.42	10,769.11	61.49	0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	28,578.60	28,578.60	61,370.50	61,370.50	64,103.30		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2019 TO 12/31/2019

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	6,904,323-	3,170,610,958	00.717600	22,442,971.52	11,382
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	22,493,508.68	21,696.37-	50,537.16-	6,280,295.09	8,040,988.78	14,401,982.74	35.83	0.00
2018	733,394.11	4,349.56	447.76	29,830.19	125,889.19	607,952.68	17.15	0.00
2017	347,367.94	4,999.48	2,146.16	21,324.56	40,227.17	309,286.93	11.51	0.00
2016	258,146.39	5,663.93	5,292.16	16,662.70	25,838.59	237,599.96	9.81	0.00
2015	237,952.75	5,927.12	5,862.13	16,792.59	23,910.72	219,904.16	9.81	0.00
2014	150,623.93	6,595.13	6,595.13	17,915.84	21,971.07	135,247.99	13.97	0.00
2013	97,825.34	.00	0.00	620.08	2,560.84	95,264.50	2.62	0.00
2012	94,051.99	.00	0.00	96.75	1,741.79	92,310.20	1.85	0.00
2011	85,836.93	.00	0.00	32.91	797.97	85,038.96	.93	0.00
2010	82,281.11	.00	0.00	386.88	931.14	81,349.97	1.13	0.00
2009	79,251.23	.00	0.00	386.87	738.34	78,512.89	.93	0.00
2008	63,695.43	.00	0.00	0.00	31.81	63,663.62	.05	0.00
2007	57,133.13	.00	0.00	65.35	415.12	56,718.01	.73	0.00
2006	53,739.43	.00	0.00	0.00	458.24	53,281.19	.85	0.00
2005	48,478.67	.00	0.00	71.99	192.92	48,285.75	.40	0.00
2004	47,876.31	.00	0.00	0.00	104.25	47,772.06	.22	0.00
2003	39,198.36	.00	0.00	51.41	89.95	39,108.41	.23	0.00
2002	33,960.08	.00	0.00	0.00	0.00	33,960.08		0.00
2001	25,340.86	.00	0.00	0.00	0.00	25,340.86		0.00
2000	22,184.32	.00	0.00	0.00	0.00	22,184.32		0.00
1999	17,653.20	.00	0.00	72.19	186.65	17,466.55	1.06	0.00
1998	77,051.47	.00	0.00	21.59	61.78	76,989.69	.08	0.00
****	25,146,551.66	5,838.85	30,193.82-	6,384,626.99	8,287,136.32	16,829,221.52		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2019 TO 12/31/2019

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515.281	6,904,323-	3,170,610.958	0.717600	22,442,971.52	11,382
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	22,493,508.68	21,696.37-	50,537.16-	6,280,295.09	8,040,988.78	14,401,982.74	35.83	0.00
	ADJUSTMENT REFUNDS	627.07-	1,546.59-					
2018	727,431.42	633.22-	4,535.02-	29,830.19	125,889.19	597,007.21	17.41	0.00
	ADJUSTMENT REFUNDS	627.51-	4,400.14-					
2017	330,112.81	311.98-	3,165.30-	7,554.38	26,456.99	300,490.52	8.09	0.00
	ADJUSTMENT REFUNDS	324.43-	2,504.28-					
2016	232,755.89	16.08-	387.85-	1,902.28	11,078.17	221,289.87	4.77	0.00
	ADJUSTMENT REFUNDS	63.29-	63.29-					
2015	211,032.27	82.10-	147.09-	1,145.11	8,263.24	202,621.94	3.92	0.00
	ADJUSTMENT REFUNDS	82.10-	82.10-					
2014	129,257.53	.00	0.00	723.42	4,778.65	124,478.88	3.70	0.00
2013	97,825.34	.00	0.00	620.08	2,560.84	95,264.50	2.62	0.00
2012	94,051.99	.00	0.00	96.75	1,741.79	92,310.20	1.85	0.00
2011	85,836.93	.00	0.00	32.91	797.97	85,038.96	.93	0.00
2010	82,281.11	.00	0.00	386.88	931.14	81,349.97	1.13	0.00
2009	79,251.23	.00	0.00	386.87	738.34	78,512.89	.93	0.00
2008	63,695.43	.00	0.00	0.00	31.81	63,663.62	.05	0.00
2007	57,133.13	.00	0.00	65.35	415.12	56,718.01	.73	0.00
2006	53,739.43	.00	0.00	0.00	458.24	53,281.19	.85	0.00
2005	48,478.67	.00	0.00	71.99	192.92	48,285.75	.40	0.00
2004	47,876.31	.00	0.00	0.00	104.25	47,772.06	.22	0.00
2003	39,198.36	.00	0.00	51.41	89.95	39,108.41	.23	0.00
2002	33,960.08	.00	0.00	0.00	0.00	33,960.08		0.00
2001	25,340.86	.00	0.00	0.00	0.00	25,340.86		0.00
2000	22,184.32	.00	0.00	0.00	0.00	22,184.32		0.00
1999	17,653.20	.00	0.00	72.19	186.65	17,466.55	1.06	0.00
1998	77,051.47	.00	0.00	21.59	61.78	76,989.69	.08	0.00
***	25,049,656.46	22,739.75-	58,772.42-	6,323,256.49	8,225,765.82	16,765,118.22		0.00
	ADJUSTMENT REFUNDS	1,724.40-	8,596.40-					

01/04/2020 06:15:0
TC168

3376210

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2019 TO 12/31/2019

AG ROLLBACK ONLY

PAGE: 13

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.649000	10,945.47	0
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2018	5,962.69	4,982.78	4,982.78	0.00	0.00	10,945.47		0.00
ADJUSTMENT REFUNDS		627.51-	4,400.14-					
2017	17,255.13	5,311.46	5,311.46	13,770.18	13,770.18	8,796.41	61.02	0.00
ADJUSTMENT REFUNDS		324.43-	2,504.28-					
2016	25,390.50	5,680.01	5,680.01	14,760.42	14,760.42	16,310.09	47.51	0.00
ADJUSTMENT REFUNDS		63.29-	63.29-					
2015	26,920.48	6,009.22	6,009.22	15,647.48	15,647.48	17,282.22	47.52	0.00
ADJUSTMENT REFUNDS		82.10-	82.10-					
2014	21,366.40	6,595.13	6,595.13	17,192.42	17,192.42	10,769.11	61.49	0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	28,578.60	28,578.60	61,370.50	61,370.50	64,103.30		0.00
ADJUSTMENT REFUNDS		1,097.33-	7,049.81-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2019 TO 12/31/2019

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY		PAID ACCTS
	-----		-----	-----	-----	-----		-----
CURRENT YEAR	3,177,515,281		6,904,323-	3,170,610,958	0.717600	22,442,971.52		11,382
	-----		-----	-----	-----	-----		-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	22,493,508.68	21,696.37-	50,537.16-	6,280,295.09	8,040,988.78	14,401,982.74	35.83	0.00
	ADJUSTMENT REFUNDS	627.07-	1,546.59-					
2018	733,394.11	4,349.56	447.76	29,830.19	125,889.19	607,952.68	17.15	0.00
	ADJUSTMENT REFUNDS	627.51-	4,400.14-					
2017	347,367.94	4,999.48	2,146.16	21,324.56	40,227.17	309,286.93	11.51	0.00
	ADJUSTMENT REFUNDS	324.43-	2,504.28-					
2016	258,146.39	5,663.93	5,292.16	16,662.70	25,838.59	237,599.96	9.81	0.00
	ADJUSTMENT REFUNDS	63.29-	63.29-					
2015	237,952.75	5,927.12	5,862.13	16,792.59	23,910.72	219,904.16	9.81	0.00
	ADJUSTMENT REFUNDS	82.10-	82.10-					
2014	150,623.93	6,595.13	6,595.13	17,915.84	21,971.07	135,247.99	13.97	0.00
2013	97,825.34	.00	0.00	620.08	2,560.84	95,264.50	2.62	0.00
2012	94,051.99	.00	0.00	96.75	1,741.79	92,310.20	1.85	0.00
2011	85,836.93	.00	0.00	32.91	797.97	85,038.96	.93	0.00
2010	82,281.11	.00	0.00	386.88	931.14	81,349.97	1.13	0.00
2009	79,251.23	.00	0.00	386.87	738.34	78,512.89	.93	0.00
2008	63,695.43	.00	0.00	0.00	31.81	63,663.62	.05	0.00
2007	57,133.13	.00	0.00	65.35	415.12	56,718.01	.73	0.00
2006	53,739.43	.00	0.00	0.00	458.24	53,281.19	.85	0.00
2005	48,478.67	.00	0.00	71.99	192.92	48,285.75	.40	0.00
2004	47,876.31	.00	0.00	0.00	104.25	47,772.06	.22	0.00
2003	39,198.36	.00	0.00	51.41	89.95	39,108.41	.23	0.00
2002	33,960.08	.00	0.00	0.00	0.00	33,960.08		0.00
2001	25,340.86	.00	0.00	0.00	0.00	25,340.86		0.00
2000	22,184.32	.00	0.00	0.00	0.00	22,184.32		0.00
1999	17,653.20	.00	0.00	72.19	186.65	17,466.55	1.06	0.00
1998	77,051.47	.00	0.00	21.59	61.78	76,989.69	.08	0.00
****	25,146,551.66	5,838.85	30,193.82-	6,384,626.99	8,287,136.32	16,829,221.52		0.00
	ADJUSTMENT REFUNDS	1,724.40-	8,596.40-					

01/04/2020 07:13:40 3376224
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	6,354,577.57	.00	.00	190,311.13-	6,164,266.44	.00	.00	.00	6,354,577.57
	I & S	.150500	1,686,411.21	.00	.00	50,505.78-	1,635,905.43	.00	.00	.00	1,686,411.21
	TOTAL	.717600	8,040,988.78	.00	.00	240,816.91-	7,800,171.87	.00	.00	.00	8,040,988.78
2018	M & O	.567100	110,002.73	.00	23,658.56	1,975.51-	131,685.78	22,424.77	.00	.00	156,086.06
	I & S	.081900	15,886.46	.00	3,416.39	285.30-	19,017.55	.00	.00	.00	19,302.85
	TOTAL	.649000	125,889.19	.00	27,074.95	2,260.81-	150,703.33	22,424.77	.00	.00	175,388.91
2017	M & O	.567100	23,118.26	.00	7,996.39	.00	31,114.65	5,348.57	.00	.00	36,463.22
	I & S	.081900	3,338.73	.00	1,154.87	.00	4,493.60	.00	.00	.00	4,493.60
	TOTAL	.649000	26,456.99	.00	9,151.26	.00	35,608.25	5,348.57	.00	.00	40,956.82
2016	M & O	.582100	9,860.18	.00	4,313.96	.00	14,174.14	2,229.37	.00	.00	16,403.51
	I & S	.071900	1,217.99	.00	532.91	.00	1,750.90	.00	.00	.00	1,750.90
	TOTAL	.654000	11,078.17	.00	4,846.87	.00	15,925.04	2,229.37	.00	.00	18,154.41
2015	M & O	.582100	7,354.73	.00	4,028.20	.00	11,382.93	1,771.40	.00	.00	13,154.33
	I & S	.071900	908.51	.00	497.52	.00	1,406.03	.00	.00	.00	1,406.03
	TOTAL	.654000	8,263.24	.00	4,525.72	.00	12,788.96	1,771.40	.00	.00	14,560.36
2014	M & O	.608100	4,273.38	.00	2,837.70	.00	7,111.08	1,106.31	.00	.00	8,217.39
	I & S	.071900	505.27	.00	335.55	.00	840.82	.00	.00	.00	840.82
	TOTAL	.680000	4,778.65	.00	3,173.25	.00	7,951.90	1,106.31	.00	.00	9,058.21
2013	M & O	.605000	2,278.41	.00	1,346.41	.00	3,624.82	312.53	.00	.00	3,937.35
	I & S	.075000	282.43	.00	166.93	.00	449.36	.00	.00	.00	449.36
	TOTAL	.680000	2,560.84	.00	1,513.34	.00	4,074.18	312.53	.00	.00	4,386.71
2012	M & O	.602600	1,543.53	.00	1,021.43	.00	2,564.96	192.23	.00	.00	2,757.19
	I & S	.077400	198.26	.00	131.20	.00	329.46	.00	.00	.00	329.46
	TOTAL	.680000	1,741.79	.00	1,152.63	.00	2,894.42	192.23	.00	.00	3,086.65
2011	M & O	.602100	706.55	.00	632.50	.00	1,339.05	167.37	.00	.00	1,506.42
	I & S	.077900	91.42	.00	81.84	.00	173.26	.00	.00	.00	173.26
	TOTAL	.680000	797.97	.00	714.34	.00	1,512.31	167.37	.00	.00	1,679.68
2010	M & O	.601800	824.07	.00	702.18	.00	1,526.25	101.67	.00	.00	1,627.92
	I & S	.078200	107.07	.00	91.26	.00	198.33	.00	.00	.00	198.33
	TOTAL	.680000	931.14	.00	793.44	.00	1,724.58	101.67	.00	.00	1,826.25
2009	M & O	.601800	653.44	.00	629.39	.00	1,282.83	129.85	.00	.00	1,412.68
	I & S	.078200	84.90	.00	81.78	.00	166.68	.00	.00	.00	166.68
	TOTAL	.680000	738.34	.00	711.17	.00	1,449.51	129.85	.00	.00	1,579.36
2008	M & O	.602940	28.13	.00	28.48	.00	56.61	6.54	.00	.00	63.15
	I & S	.078910	3.68	.00	3.73	.00	7.41	.00	.00	.00	7.41
	TOTAL	.681850	31.81	.00	32.21	.00	64.02	6.54	.00	.00	70.56

01/04/2020 07:13:40 3376224
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 50
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2007	M & O	.596130	362.25	.00	413.67	.00	775.92	79.43	.00	.00	855.35
	I & S	.086990	52.87	.00	60.34	.00	113.21	.00	.00	.00	113.21
	TOTAL	.683120	415.12	.00	474.01	.00	889.13	79.43	.00	.00	968.56
2006	M & O	.593130	397.87	.00	476.96	.00	874.83	64.97	.00	.00	939.80
	I & S	.089990	60.37	.00	72.36	.00	132.73	.00	.00	.00	132.73
	TOTAL	.683120	458.24	.00	549.32	.00	1,007.56	64.97	.00	.00	1,072.53
2005	M & O	.593130	167.51	.00	216.91	.00	384.42	43.29	.00	.00	427.71
	I & S	.089990	25.41	.00	32.90	.00	58.31	.00	.00	.00	58.31
	TOTAL	.683120	192.92	.00	249.81	.00	442.73	43.29	.00	.00	486.02
2004	M & O	.601650	91.81	.00	137.01	.00	228.82	28.49	.00	.00	257.31
	I & S	.081470	12.44	.00	18.55	.00	30.99	.00	.00	.00	30.99
	TOTAL	.683120	104.25	.00	155.56	.00	259.81	28.49	.00	.00	288.30
2003	M & O	.596220	78.51	.00	120.96	.00	199.47	.00	.00	.00	199.47
	I & S	.086900	11.44	.00	17.64	.00	29.08	.00	.00	.00	29.08
	TOTAL	.683120	89.95	.00	138.60	.00	228.55	.00	.00	.00	228.55
1999	M & O	.529360	153.82	.00	346.06	.00	499.88	21.00	.00	.00	520.88
	I & S	.112950	32.83	.00	73.84	.00	106.67	.00	.00	.00	106.67
	TOTAL	.642310	186.65	.00	419.90	.00	606.55	21.00	.00	.00	627.55
1998	M & O	.505610	49.58	.00	109.54	.00	159.12	23.74	.00	.00	182.86
	I & S	.124390	12.20	.00	26.96	.00	39.16	.00	.00	.00	39.16
	TOTAL	.630000	61.78	.00	136.50	.00	198.28	23.74	.00	.00	222.02
ALL	M & O		6,516,522.33	.00	49,016.31	192,286.64-	6,373,252.00	34,051.53	.00	.00	6,599,590.17
ALL	I & S		1,709,243.49	.00	6,796.57	50,791.08-	1,665,248.98	.00	.00	.00	1,716,040.06
ALL	TOTAL		8,225,765.82	.00	55,812.88	243,077.72-	8,038,500.98	34,051.53	.00	.00	8,315,630.23
DLQ	M & O		161,944.76	.00	49,016.31	1,975.51-	208,985.56	34,051.53	.00	.00	245,012.60
DLQ	I & S		22,832.28	.00	6,796.57	285.30-	29,343.55	.00	.00	.00	29,628.85
DLQ	TOTAL		184,777.04	.00	55,812.88	2,260.81-	238,329.11	34,051.53	.00	.00	274,641.45
CURR	M & O		6,354,577.57	.00	.00	190,311.13-	6,164,266.44	.00	.00	.00	6,354,577.57
CURR	I & S		1,686,411.21	.00	.00	50,505.78-	1,635,905.43	.00	.00	.00	1,686,411.21
CURR	TOTAL		8,040,988.78	.00	.00	240,816.91-	7,800,171.87	.00	.00	.00	8,040,988.78

AG ROLLBACK ONLY

[illegible]

01/04/2020 09:12:27 3376238
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	6,354,577.57	.00	.00	190,311.13-	6,164,266.44	.00	.00	.00	6,354,577.57
	I & S	.150500	1,686,411.21	.00	.00	50,505.78-	1,635,905.43	.00	.00	.00	1,686,411.21
	TOTAL	.717600	8,040,988.78	.00	.00	240,816.91-	7,800,171.87	.00	.00	.00	8,040,988.78
2018	M & O	.567100	110,002.73	.00	23,658.56	1,975.51-	131,685.78	22,424.77	.00	.00	156,086.06
	I & S	.081900	15,886.46	.00	3,416.39	285.30-	19,017.55	.00	.00	.00	19,302.85
	TOTAL	.649000	125,889.19	.00	27,074.95	2,260.81-	150,703.33	22,424.77	.00	.00	175,388.91
2017	M & O	.567100	35,150.72	.00	7,996.39	.00	43,147.11	5,348.57	.00	.00	48,495.68
	I & S	.081900	5,076.45	.00	1,154.87	.00	6,231.32	.00	.00	.00	6,231.32
	TOTAL	.649000	40,227.17	.00	9,151.26	.00	49,378.43	5,348.57	.00	.00	54,727.00
2016	M & O	.582100	22,997.86	.00	4,313.96	.00	27,311.82	2,229.37	.00	.00	29,541.19
	I & S	.071900	2,840.73	.00	532.91	.00	3,373.64	.00	.00	.00	3,373.64
	TOTAL	.654000	25,838.59	.00	4,846.87	.00	30,685.46	2,229.37	.00	.00	32,914.83
2015	M & O	.582100	21,281.94	.00	4,028.20	.00	25,310.14	1,771.40	.00	.00	27,081.54
	I & S	.071900	2,628.78	.00	497.52	.00	3,126.30	.00	.00	.00	3,126.30
	TOTAL	.654000	23,910.72	.00	4,525.72	.00	28,436.44	1,771.40	.00	.00	30,207.84
2014	M & O	.608100	19,647.95	.00	2,837.70	.00	22,485.65	1,106.31	.00	.00	23,591.96
	I & S	.071900	2,323.12	.00	335.55	.00	2,658.67	.00	.00	.00	2,658.67
	TOTAL	.680000	21,971.07	.00	3,173.25	.00	25,144.32	1,106.31	.00	.00	26,250.63
2013	M & O	.605000	2,278.41	.00	1,346.41	.00	3,624.82	312.53	.00	.00	3,937.35
	I & S	.075000	282.43	.00	166.93	.00	449.36	.00	.00	.00	449.36
	TOTAL	.680000	2,560.84	.00	1,513.34	.00	4,074.18	312.53	.00	.00	4,386.71
2012	M & O	.602600	1,543.53	.00	1,021.43	.00	2,564.96	192.23	.00	.00	2,757.19
	I & S	.077400	198.26	.00	131.20	.00	329.46	.00	.00	.00	329.46
	TOTAL	.680000	1,741.79	.00	1,152.63	.00	2,894.42	192.23	.00	.00	3,086.65
2011	M & O	.602100	706.55	.00	632.50	.00	1,339.05	167.37	.00	.00	1,506.42
	I & S	.077900	91.42	.00	81.84	.00	173.26	.00	.00	.00	173.26
	TOTAL	.680000	797.97	.00	714.34	.00	1,512.31	167.37	.00	.00	1,679.68
2010	M & O	.601800	824.07	.00	702.18	.00	1,526.25	101.67	.00	.00	1,627.92
	I & S	.078200	107.07	.00	91.26	.00	198.33	.00	.00	.00	198.33
	TOTAL	.680000	931.14	.00	793.44	.00	1,724.58	101.67	.00	.00	1,826.25
2009	M & O	.601800	653.44	.00	629.39	.00	1,282.83	129.85	.00	.00	1,412.68
	I & S	.078200	84.90	.00	81.78	.00	166.68	.00	.00	.00	166.68
	TOTAL	.680000	738.34	.00	711.17	.00	1,449.51	129.85	.00	.00	1,579.36
2008	M & O	.602940	28.13	.00	28.48	.00	56.61	6.54	.00	.00	63.15
	I & S	.078910	3.68	.00	3.73	.00	7.41	.00	.00	.00	7.41
	TOTAL	.681850	31.81	.00	32.21	.00	64.02	6.54	.00	.00	70.56

01/04/2020 09:12:27 3376238
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2019 THRU 12/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 50
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2007	M & O	.596130	362.25	.00	413.67	.00	775.92	79.43	.00	.00	855.35
	I & S	.086990	52.87	.00	60.34	.00	113.21	.00	.00	.00	113.21
	TOTAL	.683120	415.12	.00	474.01	.00	889.13	79.43	.00	.00	968.56
2006	M & O	.593130	397.87	.00	476.96	.00	874.83	64.97	.00	.00	939.80
	I & S	.089990	60.37	.00	72.36	.00	132.73	.00	.00	.00	132.73
	TOTAL	.683120	458.24	.00	549.32	.00	1,007.56	64.97	.00	.00	1,072.53
2005	M & O	.593130	167.51	.00	216.91	.00	384.42	43.29	.00	.00	427.71
	I & S	.089990	25.41	.00	32.90	.00	58.31	.00	.00	.00	58.31
	TOTAL	.683120	192.92	.00	249.81	.00	442.73	43.29	.00	.00	486.02
2004	M & O	.601650	91.81	.00	137.01	.00	228.82	28.49	.00	.00	257.31
	I & S	.081470	12.44	.00	18.55	.00	30.99	.00	.00	.00	30.99
	TOTAL	.683120	104.25	.00	155.56	.00	259.81	28.49	.00	.00	288.30
2003	M & O	.596220	78.51	.00	120.96	.00	199.47	.00	.00	.00	199.47
	I & S	.086900	11.44	.00	17.64	.00	29.08	.00	.00	.00	29.08
	TOTAL	.683120	89.95	.00	138.60	.00	228.55	.00	.00	.00	228.55
1999	M & O	.529360	153.82	.00	346.06	.00	499.88	21.00	.00	.00	520.88
	I & S	.112950	32.83	.00	73.84	.00	106.67	.00	.00	.00	106.67
	TOTAL	.642310	186.65	.00	419.90	.00	606.55	21.00	.00	.00	627.55
1998	M & O	.505610	49.58	.00	109.54	.00	159.12	23.74	.00	.00	182.86
	I & S	.124390	12.20	.00	26.96	.00	39.16	.00	.00	.00	39.16
	TOTAL	.630000	61.78	.00	136.50	.00	198.28	23.74	.00	.00	222.02
ALL	M & O		6,570,994.25	.00	49,016.31	192,286.64-	6,427,723.92	34,051.53	.00	.00	6,654,062.09
ALL	I & S		1,716,142.07	.00	6,796.57	50,791.08-	1,672,147.56	.00	.00	.00	1,722,938.64
ALL	TOTAL		8,287,136.32	.00	55,812.88	243,077.72-	8,099,871.48	34,051.53	.00	.00	8,377,000.73
DLQ	M & O		216,416.68	.00	49,016.31	1,975.51-	263,457.48	34,051.53	.00	.00	299,484.52
DLQ	I & S		29,730.86	.00	6,796.57	285.30-	36,242.13	.00	.00	.00	36,527.43
DLQ	TOTAL		246,147.54	.00	55,812.88	2,260.81-	299,699.61	34,051.53	.00	.00	336,011.95
CURR	M & O		6,354,577.57	.00	.00	190,311.13-	6,164,266.44	.00	.00	.00	6,354,577.57
CURR	I & S		1,686,411.21	.00	.00	50,505.78-	1,635,905.43	.00	.00	.00	1,686,411.21
CURR	TOTAL		8,040,988.78	.00	.00	240,816.91-	7,800,171.87	.00	.00	.00	8,040,988.78

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	6,904,323-	3,170,610,958	00.717600	22,442,971.52	11,382
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	22,493,508.68	50,537.16-	50,537.16-	8,040,988.78	8,040,988.78	14,401,982.74	35.83	0.00
2018	727,431.42	4,535.02-	4,535.02-	125,889.19	125,889.19	597,007.21	17.41	0.00
2017	330,112.81	3,165.30-	3,165.30-	26,456.99	26,456.99	300,490.52	8.09	0.00
2016	232,755.89	387.85-	387.85-	11,078.17	11,078.17	221,289.87	4.77	0.00
2015	211,032.27	147.09-	147.09-	8,263.24	8,263.24	202,621.94	3.92	0.00
2014	129,257.53	.00	0.00	4,778.65	4,778.65	124,478.88	3.70	0.00
2013	97,825.34	.00	0.00	2,560.84	2,560.84	95,264.50	2.62	0.00
2012	94,051.99	.00	0.00	1,741.79	1,741.79	92,310.20	1.85	0.00
2011	85,836.93	.00	0.00	797.97	797.97	85,038.96	.93	0.00
2010	82,281.11	.00	0.00	931.14	931.14	81,349.97	1.13	0.00
2009	79,251.23	.00	0.00	738.34	738.34	78,512.89	.93	0.00
2008	63,695.43	.00	0.00	31.81	31.81	63,663.62	.05	0.00
2007	57,133.13	.00	0.00	415.12	415.12	56,718.01	.73	0.00
2006	53,739.43	.00	0.00	458.24	458.24	53,281.19	.85	0.00
2005	48,478.67	.00	0.00	192.92	192.92	48,285.75	.40	0.00
2004	47,876.31	.00	0.00	104.25	104.25	47,772.06	.22	0.00
2003	39,198.36	.00	0.00	89.95	89.95	39,108.41	.23	0.00
2002	33,960.08	.00	0.00	0.00	0.00	33,960.08		0.00
2001	25,340.86	.00	0.00	0.00	0.00	25,340.86		0.00
2000	22,184.32	.00	0.00	0.00	0.00	22,184.32		0.00
1999	17,653.20	.00	0.00	186.65	186.65	17,466.55	1.06	0.00
1998	77,051.47	.00	0.00	61.78	61.78	76,989.69	.08	0.00
****	25,049,656.46	58,772.42-	58,772.42-	8,225,765.82	8,225,765.82	16,765,118.22		0.00

01/04/2020 08:11:1
TC168

3376235

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2019 TO 12/31/2019

AG ROLLBACK ONLY

PAGE: 13

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	10,945.47	0
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	5,962.69	4,982.78	4,982.78	0.00	0.00	10,945.47		0.00
2017	17,255.13	5,311.46	5,311.46	13,770.18	13,770.18	8,796.41	61.02	0.00
2016	25,390.50	5,680.01	5,680.01	14,760.42	14,760.42	16,310.09	47.51	0.00
2015	26,920.48	6,009.22	6,009.22	15,647.48	15,647.48	17,282.22	47.52	0.00
2014	21,366.40	6,595.13	6,595.13	17,192.42	17,192.42	10,769.11	61.49	0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	28,578.60	28,578.60	61,370.50	61,370.50	64,103.30		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2019 TO 12/31/2019

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	6,904,323-	3,170,610,958	00.717600	22,442,971.52	11,382
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	22,493,508.68	50,537.16-	50,537.16-	8,040,988.78	8,040,988.78	14,401,982.74	35.83	0.00
2018	733,394.11	447.76	447.76	125,889.19	125,889.19	607,952.68	17.15	0.00
2017	347,367.94	2,146.16	2,146.16	40,227.17	40,227.17	309,286.93	11.51	0.00
2016	258,146.39	5,292.16	5,292.16	25,838.59	25,838.59	237,599.96	9.81	0.00
2015	237,952.75	5,862.13	5,862.13	23,910.72	23,910.72	219,904.16	9.81	0.00
2014	150,623.93	6,595.13	6,595.13	21,971.07	21,971.07	135,247.99	13.97	0.00
2013	97,825.34	.00	0.00	2,560.84	2,560.84	95,264.50	2.62	0.00
2012	94,051.99	.00	0.00	1,741.79	1,741.79	92,310.20	1.85	0.00
2011	85,836.93	.00	0.00	797.97	797.97	85,038.96	.93	0.00
2010	82,281.11	.00	0.00	931.14	931.14	81,349.97	1.13	0.00
2009	79,251.23	.00	0.00	738.34	738.34	78,512.89	.93	0.00
2008	63,695.43	.00	0.00	31.81	31.81	63,663.62	.05	0.00
2007	57,133.13	.00	0.00	415.12	415.12	56,718.01	.73	0.00
2006	53,739.43	.00	0.00	458.24	458.24	53,281.19	.85	0.00
2005	48,478.67	.00	0.00	192.92	192.92	48,285.75	.40	0.00
2004	47,876.31	.00	0.00	104.25	104.25	47,772.06	.22	0.00
2003	39,198.36	.00	0.00	89.95	89.95	39,108.41	.23	0.00
2002	33,960.08	.00	0.00	0.00	0.00	33,960.08		0.00
2001	25,340.86	.00	0.00	0.00	0.00	25,340.86		0.00
2000	22,184.32	.00	0.00	0.00	0.00	22,184.32		0.00
1999	17,653.20	.00	0.00	186.65	186.65	17,466.55	1.06	0.00
1998	77,051.47	.00	0.00	61.78	61.78	76,989.69	.08	0.00
****	25,146,551.66	30,193.82-	30,193.82-	8,287,136.32	8,287,136.32	16,829,221.52		0.00

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 12/01/2019 THRU 12/31/2019

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			12,511.82	1,145.95	0.00	0.00	0.00	57.29	12,454.53
BY COUNTY 108			12,511.82	1,145.95	0.00	0.00	0.00	57.29	12,454.53
DELQ FOR 0032 CITY OF MISSION			793.15	75.49	287.57	27.26	0.00	5.14	1,075.58
BY COUNTY 108			793.15	75.49	287.57	27.26	0.00	5.14	1,075.58
TOTAL FOR 0032 CITY OF MISSION			13,304.97	1,221.44	287.57	27.26	0.00	62.43	13,530.11
BY COUNTY 108			13,304.97	1,221.44	287.57	27.26	0.00	62.43	13,530.11
CURR FOR 0033 CITY OF PHARR			44,228.84	4,081.37	0.00	0.00	0.00	204.08	44,024.76
BY COUNTY 108			44,228.84	4,081.37	0.00	0.00	0.00	204.08	44,024.76
DELQ FOR 0033 CITY OF PHARR			1,099.51	96.73	313.56	41.61	0.00	6.92	1,406.15
BY COUNTY 108			1,099.51	96.73	313.56	41.61	0.00	6.92	1,406.15
TOTAL FOR 0033 CITY OF PHARR			45,328.35	4,178.10	313.56	41.61	0.00	211.00	45,430.91
BY COUNTY 108			45,328.35	4,178.10	313.56	41.61	0.00	211.00	45,430.91
CURR FOR 0034 CITY OF PENITAS			100.35	9.13	0.00	0.00	0.00	0.46	99.89
BY COUNTY 108			100.35	9.13	0.00	0.00	0.00	0.46	99.89
DELQ FOR 0034 CITY OF PENITAS			14.31	10.90	5.01	3.82	0.00	0.74	18.58
BY COUNTY 108			14.31	10.90	5.01	3.82	0.00	0.74	18.58
TOTAL FOR 0034 CITY OF PENITAS			114.66	20.03	5.01	3.82	0.00	1.20	118.47
BY COUNTY 108			114.66	20.03	5.01	3.82	0.00	1.20	118.47
CURR FOR 0035 CITY OF LA JOYA			1,702.53	154.77	0.00	0.00	0.00	7.74	1,694.79
BY COUNTY 108			1,702.53	154.77	0.00	0.00	0.00	7.74	1,694.79
DELQ FOR 0035 CITY OF LA JOYA			58.05	5.32	30.79	2.81	0.00	0.40	88.44
BY COUNTY 108			58.05	5.32	30.79	2.81	0.00	0.40	88.44
TOTAL FOR 0035 CITY OF LA JOYA			1,760.58	160.09	30.79	2.81	0.00	8.14	1,783.23
BY COUNTY 108			1,760.58	160.09	30.79	2.81	0.00	8.14	1,783.23
CURR FOR 0037 CITY OF SAN JUAN			8,148.89	1,183.63	0.00	0.00	0.00	59.19	8,089.70
BY COUNTY 108			8,148.89	1,183.63	0.00	0.00	0.00	59.19	8,089.70
DELQ FOR 0037 CITY OF SAN JUAN			354.77	70.82	81.59	16.29	0.00	4.37	431.99
BY COUNTY 108			354.77	70.82	81.59	16.29	0.00	4.37	431.99
TOTAL FOR 0037 CITY OF SAN JUAN			8,503.66	1,254.45	81.59	16.29	0.00	63.56	8,521.69
BY COUNTY 108			8,503.66	1,254.45	81.59	16.29	0.00	63.56	8,521.69
CURR FOR 0039 CITY OF SULLIVAN			3,690.82	335.53	0.00	0.00	0.00	16.77	3,674.05
BY COUNTY 108			3,690.82	335.53	0.00	0.00	0.00	16.77	3,674.05
DELQ FOR 0039 CITY OF SULLIVAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0039 CITY OF SULLIVAN			3,690.82	335.53	0.00	0.00	0.00	16.77	3,674.05
BY COUNTY 108			3,690.82	335.53	0.00	0.00	0.00	16.77	3,674.05
CURR FOR 0040 CITY OF WESLACO			9,241.82	891.67	0.00	0.00	0.00	44.60	9,197.22
BY COUNTY 108			9,241.82	891.67	0.00	0.00	0.00	44.60	9,197.22
DELQ FOR 0040 CITY OF WESLACO			24.28	2.20	7.04	0.64	0.00	0.15	31.17
BY COUNTY 108			24.28	2.20	7.04	0.64	0.00	0.15	31.17
TOTAL FOR 0040 CITY OF WESLACO			9,266.10	893.87	7.04	0.64	0.00	44.75	9,228.39
BY COUNTY 108			9,266.10	893.87	7.04	0.64	0.00	44.75	9,228.39



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 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 - 1/14/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 8, 2020

MEETING DATE: January 20, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for the 14th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 14, 2020 from 7:00 a.m. to 11:00 a.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr Parks and Recreation Department wishes to enter into an agreement with TXDOT to host the City's 14th Annual 5K Run/Walk.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

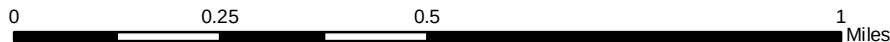
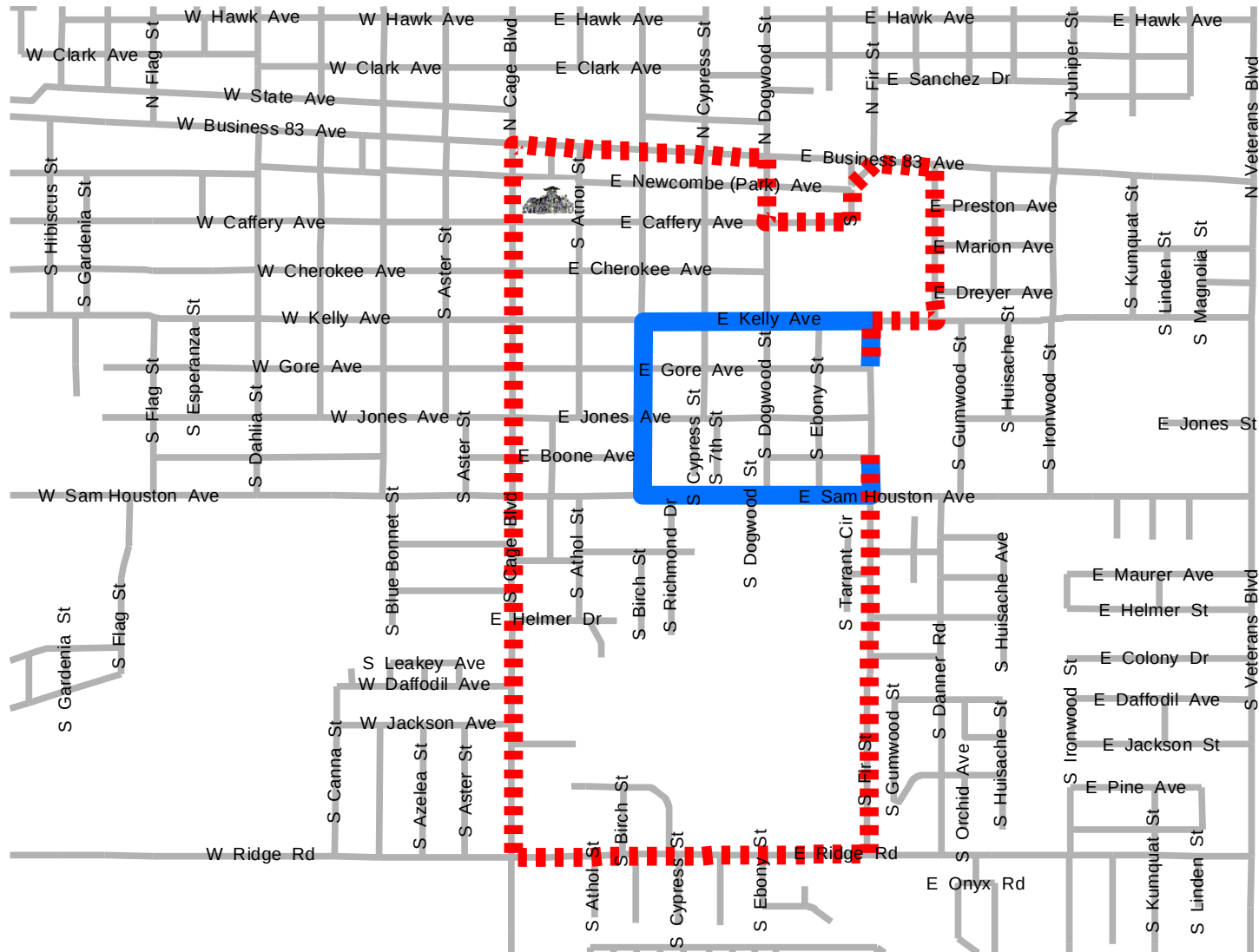
ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 1/8/2020
Approved - 1/9/2020
Final Approval - 1/17/2020

City of Pharr- Parks and Recreation

5K on St. Patrick's Day Run/Walk



Run Route
■ 1 Mile Fun Run
■ 5K Route

RESOLUTION R-2020-__

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for public event.

That the closure of South U.S. 281 and East Old Business 83 for the purpose of
conducting the 14th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 14, 2020
from 7:00 a.m. to 11:00 a.m.

That all rules and procedures of 43 Tex. Adm. Code Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of January 2020, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 13, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ's) for Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection (CEI), Structural Engineering, MEP (Mechanical, Electrical, Plumbing) and Electrical Engineering during the 2020-2022 year period.(Project #1920-01-528-S013-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current Professional Engineering Services Rotation list will be expiring at the end of March 2020. Requesting to solicit RFQ's for Professional Engineering Services for projects during the 2020-2022 year period

Financial Consideration:

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualifications for Professional Engineering Services for Projects during the 2020-2022 Year Period.

Alternatives:

ROUTING:

Omar Anzaldua

Veronica Gutierrez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 1/13/2020

Approved - 1/13/2020

Approved - 1/13/2020

Approved - 1/15/2020

Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 13, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ's) for Professional Engineering Services for Water and Wastewater Improvement Projects during the 2020-2022 year period. (Project #1920-60-583-S014-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current Water and Wastewater Professional Engineering Services Rotation list will be expiring at the end of March 2020. Requesting to solicit RFQ's for Professional Engineering Services for projects during the 2020-2022 year period

Financial Consideration:

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualifications for Professional Engineering Services for Projects during the 2020-2022 Year Period.

Alternatives:

ROUTING:

Omar Anzaldua
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/13/2020
Approved - 1/13/2020
Approved - 1/13/2020
Approved - 1/15/2020
Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: January 13, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ's) for Professional Architectural Services for 2020-2022 projects. (Project #1920-01-528-S015-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Requesting to solicit RFQ's for Professional Architectural Services for projects during the 2020-2022 year period

Financial Consideration: N/A

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualifications for Professional Architectural Services for Projects during the 2020-2022 Year Period.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Veronica Gutierrez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 1/13/2020

Approved - 1/13/2020

Approved - 1/13/2020

Approved - 1/15/2020

Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Surveying Services for Projects during the 2020-2022 year period. (Project #1920-01-528-S020-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current Professional Surveying Services Rotation list will be expiring at the end of March 2020. Requesting to solicit RFQ's for Professional Surveying Services for projects during the 2020-2022 year period

Financial Consideration:

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualificationss for Professional Surveying Services for Projects during the 2020-2022 Year Period.

Alternatives:

ROUTING:

Omar Anzaldua

Veronica Gutierrez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 1/14/2020

Approved - 1/14/2020

Approved - 1/16/2020

Approved - 1/16/2020

Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on request from Vanguard Academy for the City of Pharr to waive rental fees of the Pharr Events Center to support their Career and Technical Education Expo on Wednesday March 4, 2020.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Vanguard Academy of Pharr is asking City of Pharr to support their Career & Technical Education Expo by waiving rental fees of the Pharr Events Center on Wednesday March 4, 2020.

Financial Consideration: Fiscal consideration, if approved, would be waiving the \$2,500 non-profit rental rate for the Pharr Events Center.

Staff Recommendation: Staff Recommends Approval

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 1/15/2020
Approved - 1/15/2020
Approved - 1/17/2020
Final Approval - 1/17/2020



MEMORANDUM

January 13, 2020

TO: Edward Wylie, Interim City Manager, City of Pharr
FROM: Cesar A. Garcia, Director of Career & Technical Education
SUBJECT: 2020 Career & Technical Education EXPO, Vanguard Academy

Dear Mr. Wylie,

On behalf of the Vanguard Academy central administration office, we would like to request the use of the Pharr Events Center on March 4, 2020 from the hours of 8:00 a.m. to 3:00 p.m. to host a Career & Technical Education (CTE) EXPO. The CTE EXPO will provide an opportunity for our secondary students to explore and connect with several business and industry organizations from both public and private sectors. We appreciate the consideration of a waived fee for allowing approximately 1,700 students to participate in our 2nd Annual Vanguard Academy CTE EXPO. We look forward to continuing this partnership for our future events and thank you for supporting our students at Vanguard Academy. If you have any questions, please contact me at 956.781.1701 or at ce_garcia@vanguardac.net.

Best Regards,

Cesar A. Garcia
Director of Career & Technical Education

Cc: Dr. Narciso Garcia, Superintendent
Mrs. Eleticia Nava, Assistant Superintendent for Curriculum and Instruction



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 1/15/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.1.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP#161155**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/15/2020
Approved - 1/15/2020
Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

January 20, 2020

Conditional Use Permit **Renewal** for ABC –

Regency Hall

Background:

Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 4th renewal for Regency Hall.

The property is located at 207 East Ferguson Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-REGENCY HALL_D. BOJORQUES-ROBLES_2016



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#161155 (REGENCY HALL)
--

GENERAL INFORMATION:

APPLICANT: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 207 East Ferguson Avenue.

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

COMMENTS:

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.

FIRE MARSHAL:

Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

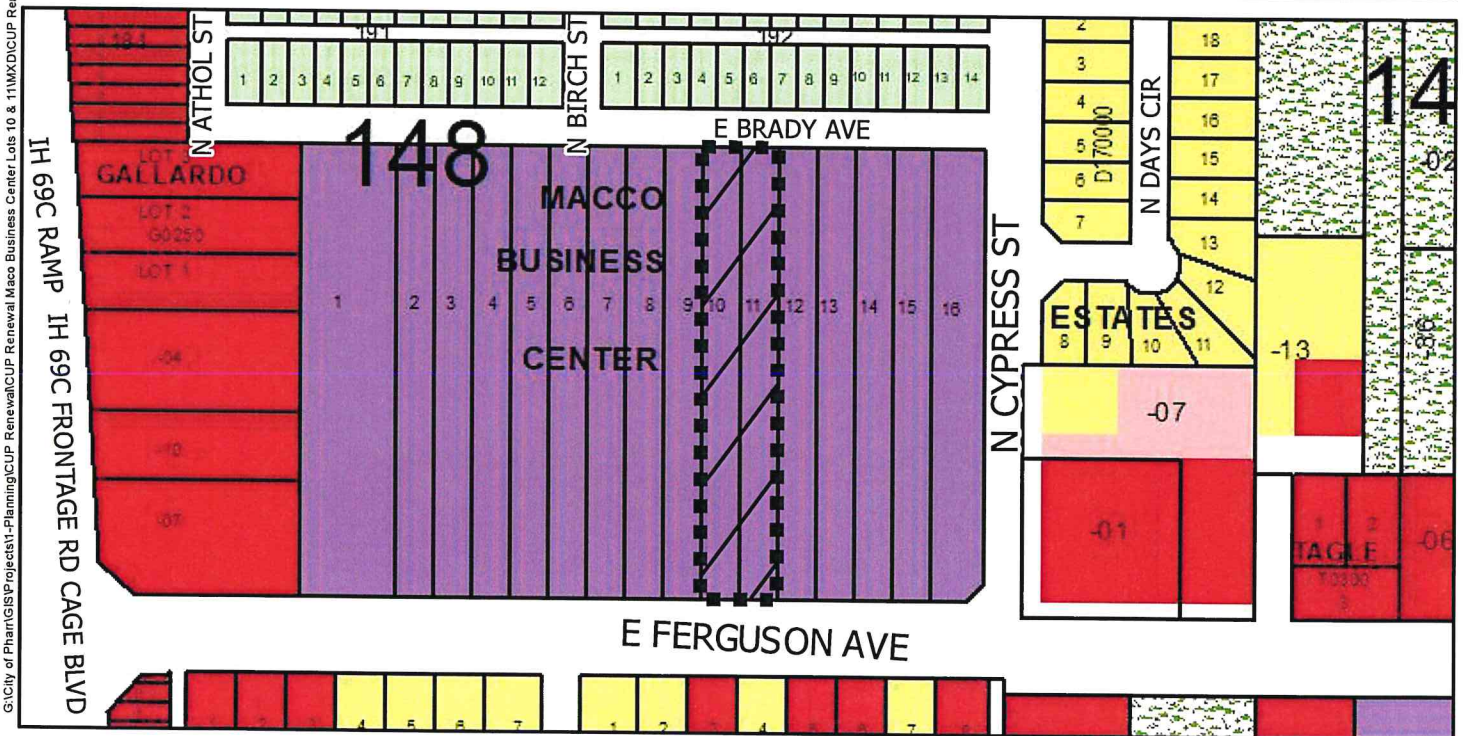
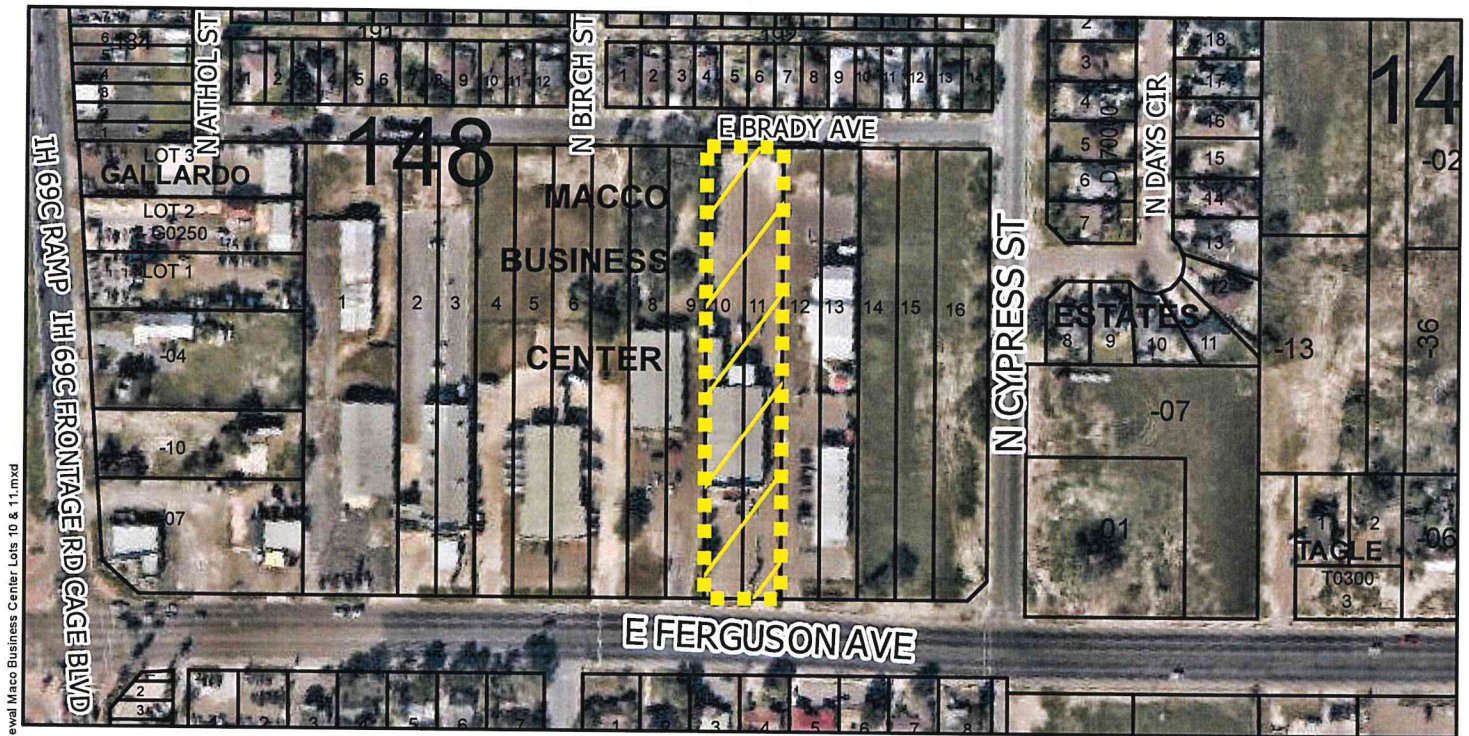
Recommends approval of the Conditional Use Permit.

PLANNING DEPT.:

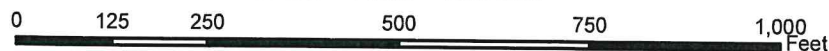
Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.2.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83. **CUP#171165**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#171165**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/15/2020
Approved - 1/15/2020
Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

January 20, 2020

Conditional Use Permit **Renewal** for ABC –

Muy Pizza Tejas, LLC
d/b/a Pizza Hut

Background:

Muy Pizza Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 2nd renewal for Muy Pizza Tejas, LLC, dba Pizza Hut.

The property is located at 1001 West Highway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Muy Pizza LLC dba Pizza Hut _2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#171165 (MUY PIZZA-TEJAS, LLC DBA PIZZA HUT)
--

GENERAL INFORMATION:

APPLICANT: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1001 West Highway 83.

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

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

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

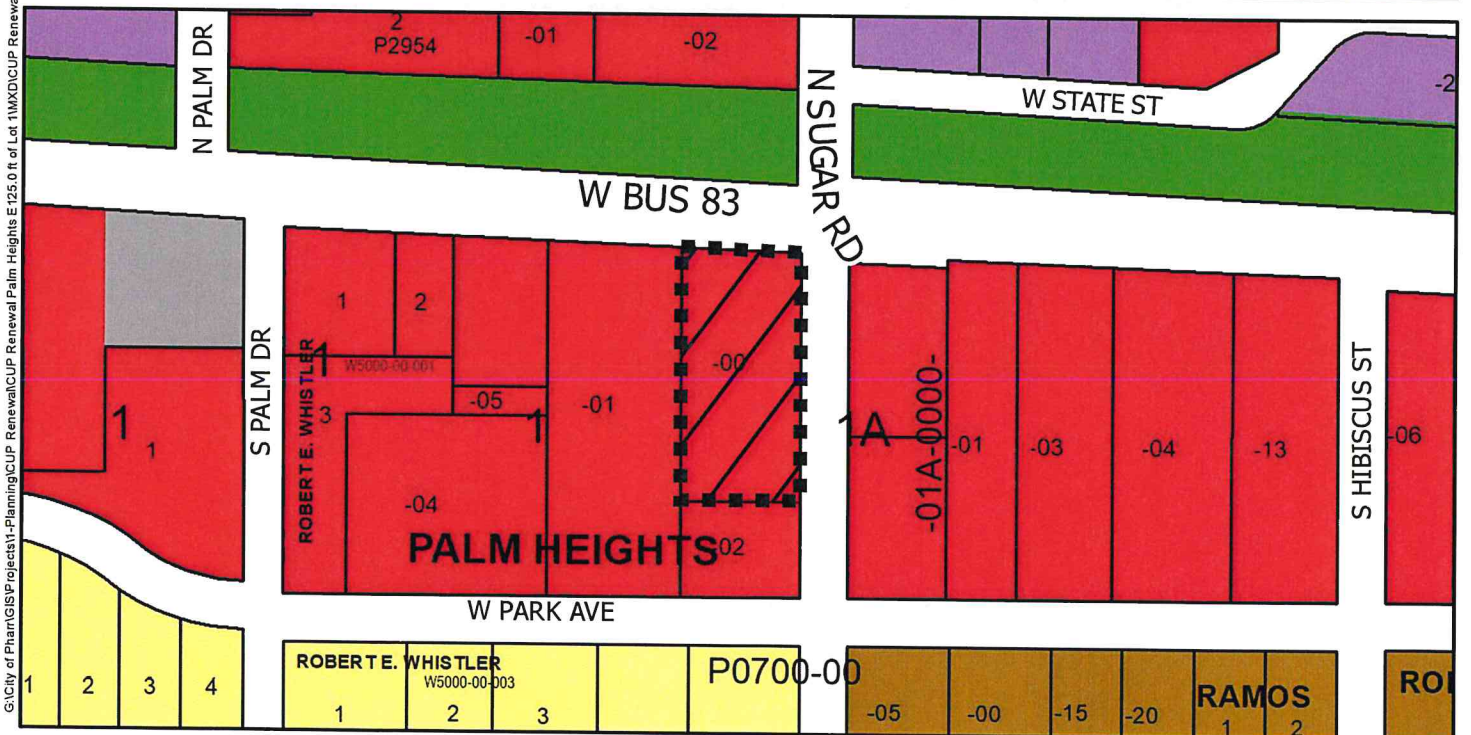
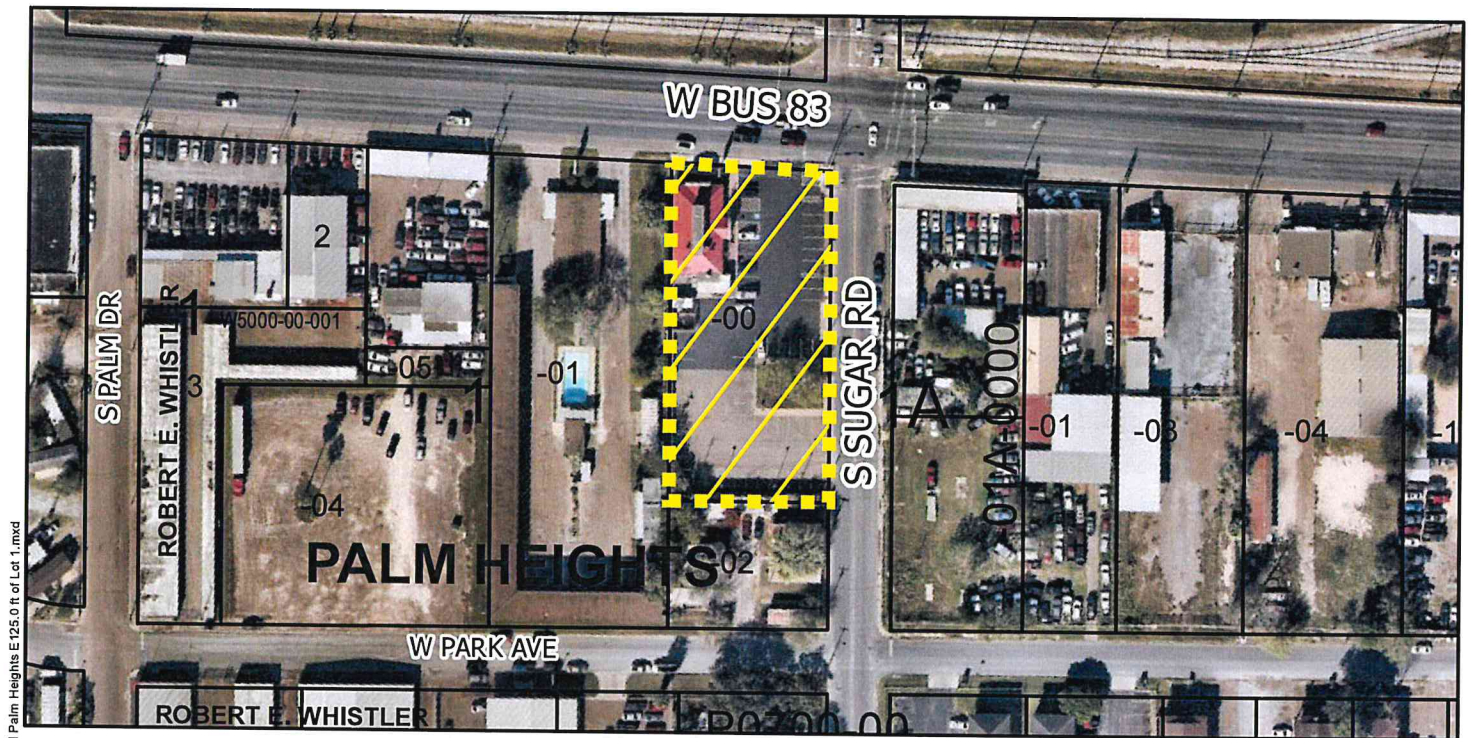
PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATION:**

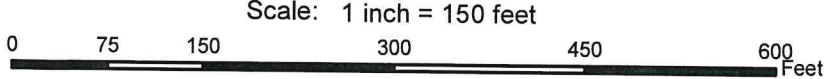
Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department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

Conditional Use Permit Renewal
Palm Heights E125.0 ft of Lot 1
Pizza Hut



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

City of Pharr, Texas
Engineering Department
956.702.5355



Date: 12/27/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.3.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Aiesty, Inc., d/b/a Seoul Asian Market, has filed with the Planning and Zoning Commission a request for 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 0.3 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite M. **CUP#191272**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Aiesty, Inc., d/b/a Seoul Asian Market, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 1/15/2020
Rita Galvan	Approved - 1/15/2020
Roland Gomez	Approved - 1/15/2020
Melanie Cano	Approved - 1/16/2020
City Management Office	Final Approval - 1/17/2020



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#191272 (SEOUL ASIAN MARKET)
--

GENERAL INFORMATION:

APPLICANT: Aiesty, Inc., d/b/a Seoul Asian Market, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.3 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas

LOCATION: The property's physical address is 500 North Jackson Road, Suite M.

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

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

FIRE DEPARTMENT:	Pending re-inspection for the Conditional Use Permit
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.
HOURS OF OPERATION:	Hours of operation will be from Tuesday through Sunday from 11:00 a.m. to 6:00 p.m.
NOTIFICATION OF PUBLIC:	One (1) surrounding property owner was notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services is recommending <u>approval</u> of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to <u>approve</u> the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Proposed Conditional Use Permit
 .3ac out of Lot 4A, Replat of Vacated Car-Mel Sub,
 Vacated El Centro Mall No. 3 & 4
 Aiesy Inc./ Seoul Asian Market

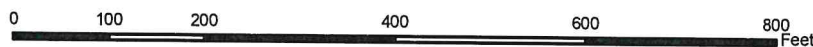


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

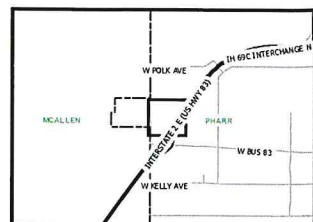
City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 12/26/2019

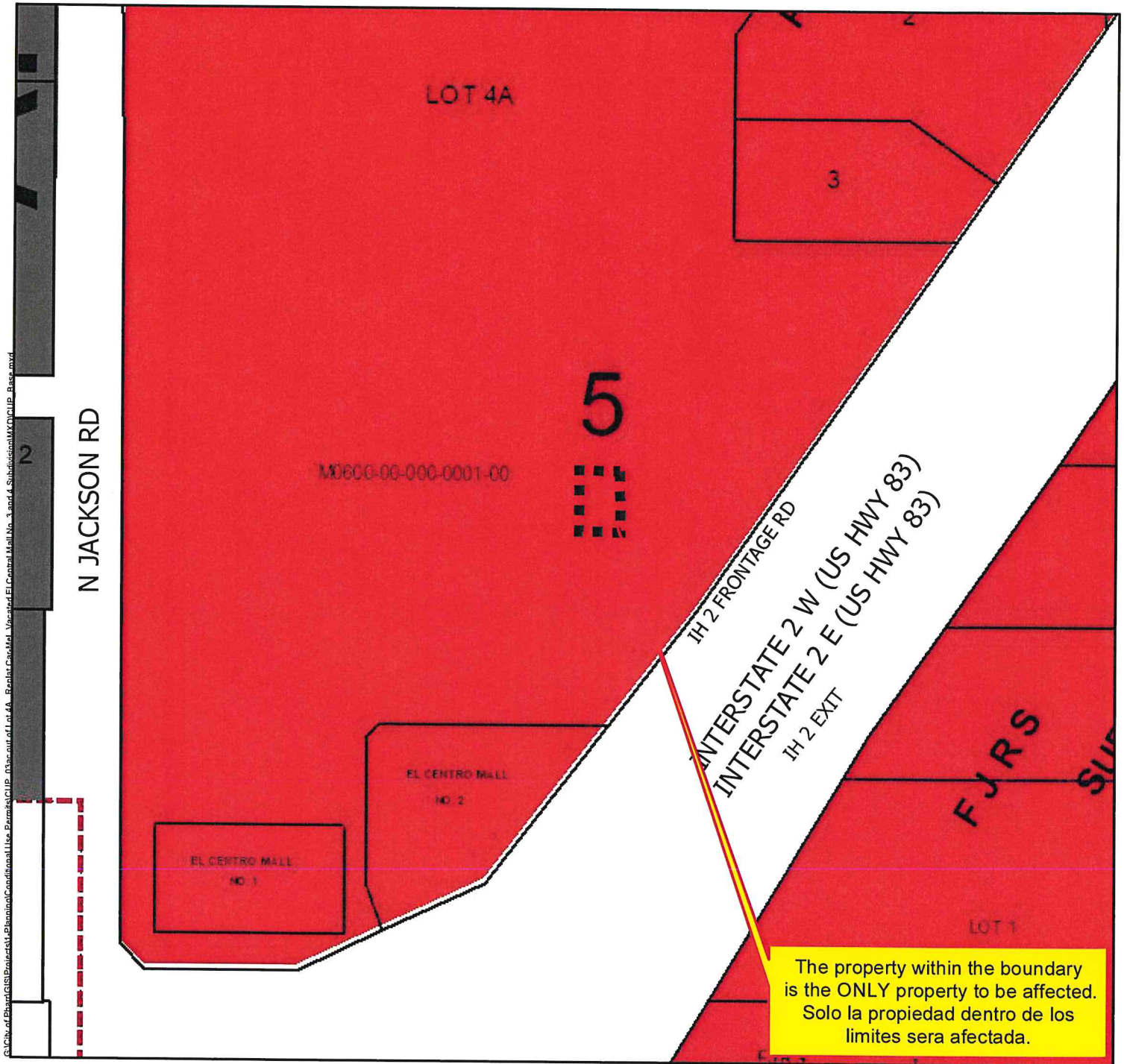
Scale: 1 inch = 200 feet



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



Proposed Conditional Use Permit
 .3ac out of Lot 4A, Replat of Vacated Car-Mel Sub,
 Vacated El Centro Mall No. 3 & 4
 Aiesy Inc./ Seoul Asian Market

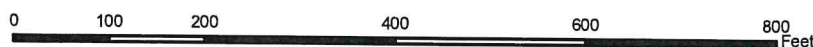


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

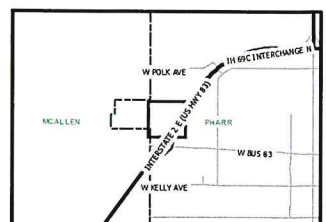
City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 12/26/2019

Scale: 1 inch = 200 feet



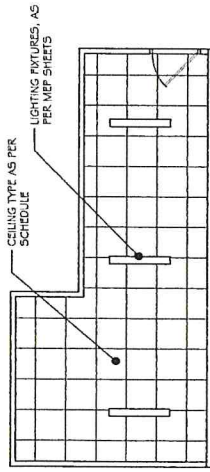
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



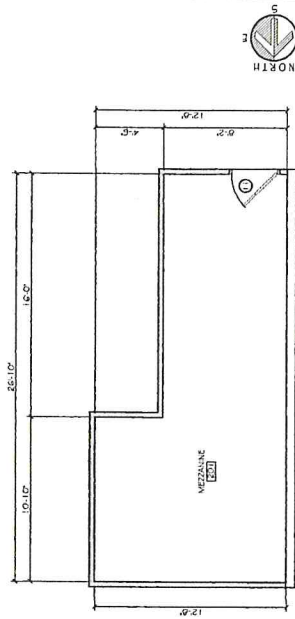
ROOM FINISH SCHEDULE									
ROOM NAME	ROOM USE	FLOOR	WALL	CEILING	WALLS	DOORS	WALLS	WALLS	WALLS
01	SALES ROOM	F1	31	31	C1	-	-	-	WALLS
02	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
03	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
04	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
05	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
06	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
07	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
08	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
09	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
10	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
11	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
12	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
13	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
14	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
15	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
16	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
17	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
18	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
19	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS
20	RETAIL RESTROOM	F1	31	31	C1	-	-	-	WALLS

DOOR SCHEDULE									
DOOR MARK	DOOR TYPE	DOOR FINISH	DOOR FRAME	DOOR MATERIAL	DOOR SIZE	DOOR NAME	DOOR FINISH	DOOR FRAME	DOOR MARK
1	4070	A	STATIONARY ALUM.	-	ALUM.	-	SALES ROOM	DOORING	ALUMINUM SLUR
2	4070	C	FOLLOW METAL	P.F.P.	2' x 4'	2' x 4'	SALES ROOM	DOORING	2
3	4070	D	FOLLOW METAL	P.F.P.	2' x 4'	2' x 4'	SALES ROOM	DOORING	3
4	4070	D	FOLLOW METAL	P.F.P.	2' x 4'	2' x 4'	SALES ROOM	DOORING	4
5	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	5
6	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	6
7	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	7
8	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	8
9	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	9
10	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	10
11	3070	S	WOOD	-	WOOD	2' x 4' S.H.	RETAIL RESTROOM	DOORING	11

SCHEDULES



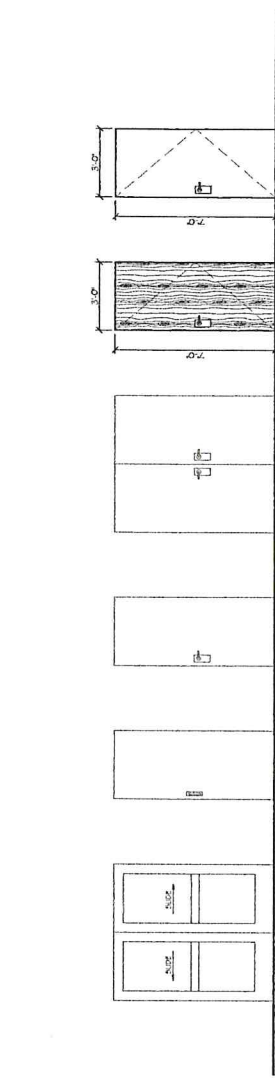
ZZANINE REF. CLG. PLAN



ZZANINE FLOOR PLAN

SCALE: 1/4" = 1'-0"

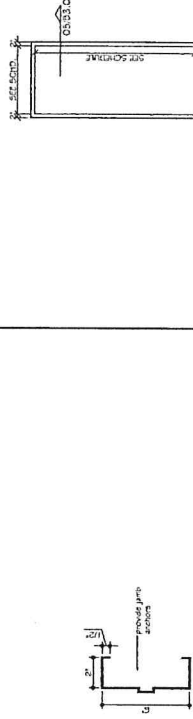
02



DOOR TYPES

SCALE: 3/8" = 1'-0"

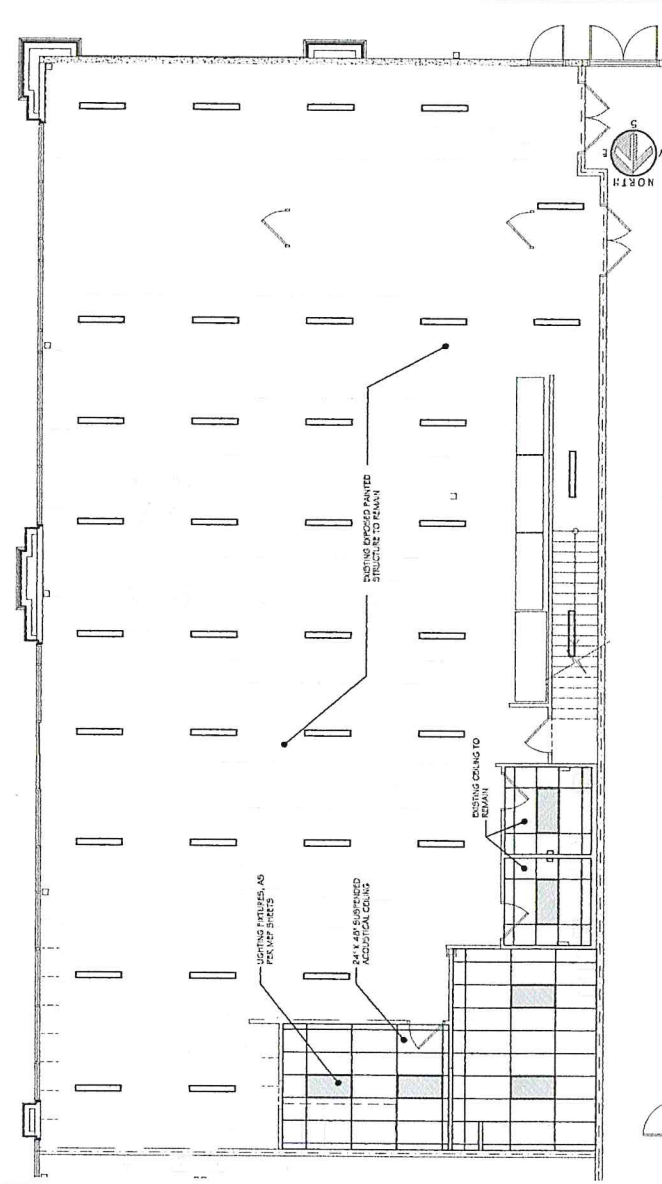
06



HOLLOW METAL FRAME TYPE

SCALE: 3/8" = 1'-0"

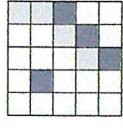
04



REF. CEILING PLAN

SCALE: 1/4" = 1'-0"

01



PRO PLANS

COMMERCIAL, RESIDENTIAL
PLANS, & SPECIFICATIONS

208 W. FERGUSON, LITTLE ROCK, AR 72201
TEL: (501) 765-7577
FAX: (501) 765-7577

1416 W. J. WALKER, LITTLE ROCK, AR 72201
TEL: (501) 765-7577
FAX: (501) 765-7577

NEW FINISH OUT

UNIT 5 VAC

SCOUT ASIAN MARKET

PHARMACY CENTER

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

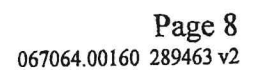
POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

POWER, TEXAS 75077

Depiction of Outdoor Seating Area



이-21-10

SEOUL ASIAN MARKET & CAFE

Asian Groceries and Food



SEOUL ASIAN MARKET & CAFE



Asian Groceries and food

Menu

Hours: 11am-6pm Closed Tuesdays



Fried Tofu

3.99



6 Pieces of Fried Tofu. Crispy on the outside and soft tofu inside. Served with special sauce.



Fried Dumplings

4.99

5 pieces of Fried dumplings served with soysauce

*Choice of Beef&Pork or Chicken

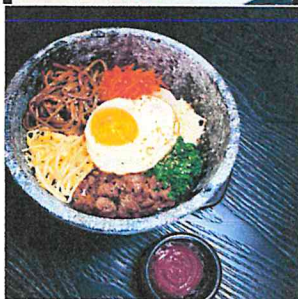


Ttukbokki

8.99

Spicy & Sweet rice cake with fish cake, cabbage, onions, green onions and egg mixed in a savory sauce.

*Choice of Spicy in 1 or 2 level.



Dolsot Bibimbap (비빔밥) 11.99



Assorted vegetables with beef and rice in a hot stone pot.

*Option of

1. Raw Egg

2. Sunny side up

SEOUL ASIAN MARKET & CAFE



Asian Groceries and food

Menu

Hours: 11am-6pm Closed Tuesdays



Bibimbap

9.99



Assorted vegetables with beef and rice.

*Option of

1. All the way
2. Sunny side up

Bulgogi (불고기)

13.99

Marinated Beef in savory sauce with
Sesame seed sprinkles and a bed of onions.

*Served with side dishes and Rice

Spicy Pork Bulgogi

13.99

Pork Marinated in Spicy/Sweet Sauce.
Served with green onions and bed of onions
in a skillet.

*Can be pretty spicy for some to handle! *

L.A. Galbi (Korean BBQ Ribs) 16.99

Short Ribs Marinated in Korean BBQ House
sauce. Sweet, Salty, and Savory. Sprinkled
with Sesame Seeds/green onions and bed
of onions. *Served with Rice and sides.

SEOUL ASIAN MARKET & CAFE



Asian Groceries and food

Menu

Hours: 11am-6pm Closed Tuesdays



Ton Katsu (Pork Cutlet) 9.99

Pork deep fried in batter and Panko.
Served with Rice, pickled radish, and
kimchi. (Limited quantities per day.)

Udon Noodle Soup 7.99

Udon Soup with onions, carrots, green
onions, eggs, fried tofu, and fish cake in
tsuyu stock. A delicious combination soup.

Ramen (라면) 4.99

Shin Ramen Cooked and served with green
onions, bean sprouts.

*Egg optional.....1.00

*Choice of Spicy or Mild

Extra Soft Tofu Soup(순두부) 10.99

Spicy Seafood soup with onions soft tofu,
and eggs in a hot pot.

SEOUL ASIAN MARKET & CAFE



Asian Groceries and food

Menu

Hours: 11am-6pm Closed Tuesdays



Kimchi Fried Rice 9.99

Kimchi with Spam, onions, carrots and zucchini stir fried with butter.

Topped with Green Onions, Eggs and Sesame Seed Sprinkles.



Spam Fried Rice 9.99

Spam, onions, carrots and Zucchini stir fried with egg and butter.

Topped with Green Onions, Eggs, and Sesame Seed Sprinkles.



Stir Fry Squid 12.99

Squid Stir fried in savory spicy, sweet sauce with Onions, Zucchini, Cabbage, Green onions, and peppers.

Served with Rice and sides.



Kid's Menu (Kids 12 and under only)

Kid's Bulgogi Rice Bowl 5.99

Marinated Beef in savory sauce with Sesame seed/Green onion sprinkles in a bowl of rice.

SEOUL ASIAN MARKET & CAFE



Asian Groceries and food

Menu

Hours: 11am-6pm Closed Tuesdays



Kid's Spam Fried Rice 4.99

Spam, carrots, zucchini, onions, and eggs stir fried with butter.

Topped with Green Onions and Sesame seeds. *Option of Replacing Spam with extra egg.

Limited Menu options. Please check us out on FB for updated menu from now. Thank you.

FOOD ALLERGY NOTICE

PLEASE BE ADVISED THAT FOOD PREPARED HERE MAY CONTAIN THESE INGREDIENTS: MILK, EGGS, WHEAT, SOYBEAN, PEANUTS, TREE NUTS, FISH AND SHELLFISH



VEGAN OPTION (Replaced with fried tofu)

*No Substitutions or Changes in the sides.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.4.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Orgo Family Ltd. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being all of Lot 1, Shallow Brook Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3715 South Cage Boulevard. **COZ#191169**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Orgo Family Ltd. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). **COZ#191169**

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single-Family Residential District (R-1) to General Business District (C) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan

Created/Initiated - 1/15/2020
Approved - 1/15/2020

Roland Gomez
Melanie Cano
City Management Office

Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being all of Lot 1, Shallow Brook Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3715 South Cage Boulevard.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Orgo Family Ltd. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C) in order to remodel existing building into a medical office.

The subject site is located on the east side of South Cage Boulevard and has a physical address of 3715 South Cage Boulevard. The property is legally described as being all of Lot 1, Shallow Brook Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned Single-Family Residential District (R-1). On February 18, 1986, the property was zoned to Single-Family Residential District (R-1). The surrounding properties to the north, south, east and west are zoned Agricultural and/or Open Space District (A-O). The property is generally designated for commercial use in the Land Use Plan.

The General Business District is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterials or major collectors.

Six (6) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from Single-Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single-Family Residential District (R-1) to General Business District (C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Orgo Family Ltd., owners

APPLICANT

Single-Family Residential District (R-1)

CURRENT ZONE

3715 South Cage Boulevard

ADDRESS

General Business District (C)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress and is in line with the

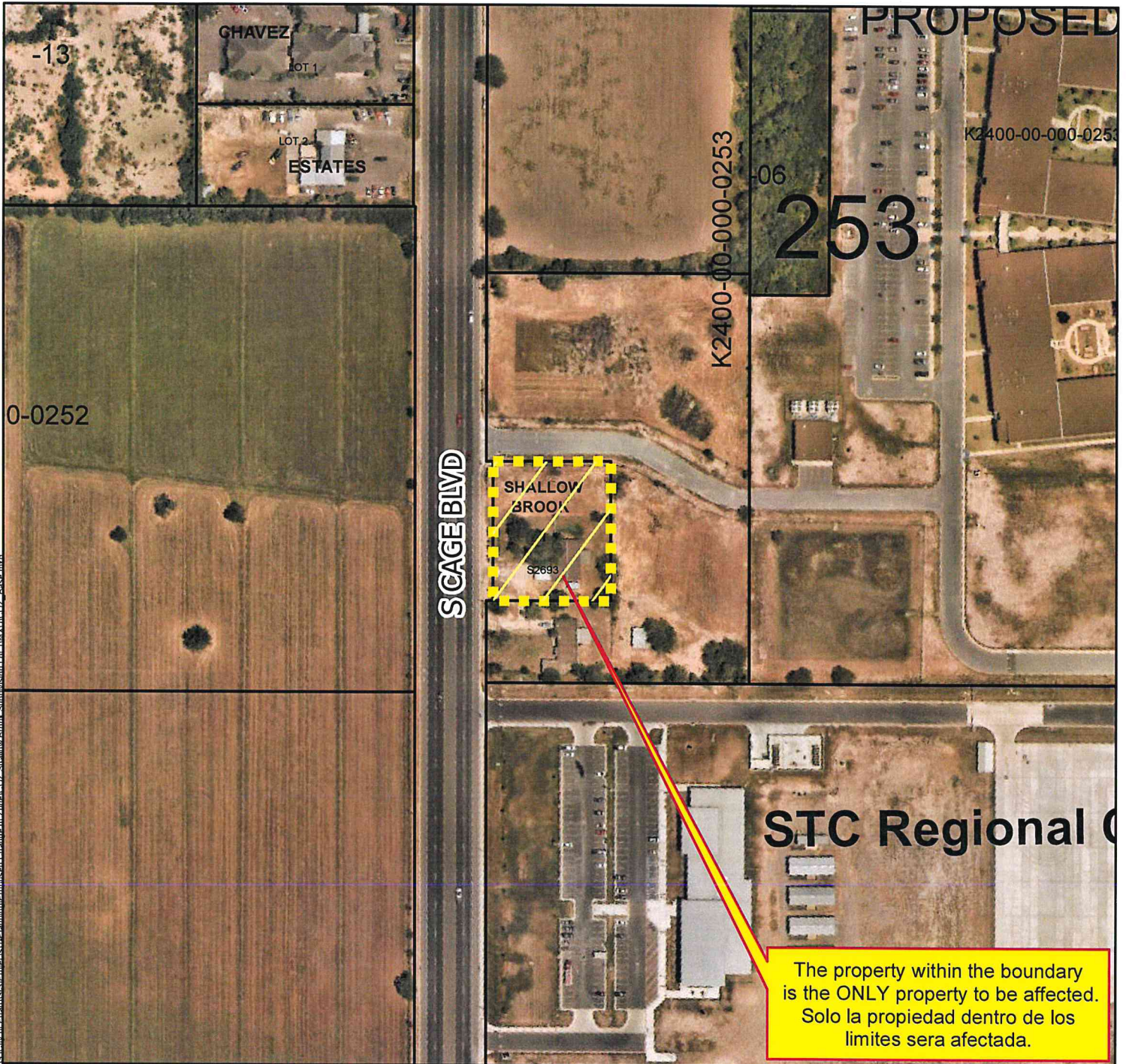
Future Land Use Plan.

Della Robles, Planner I

PREPARED BY

December 16, 2019

DATE



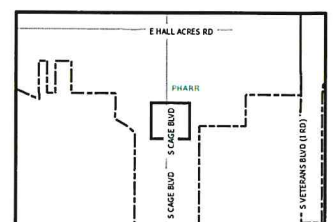
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

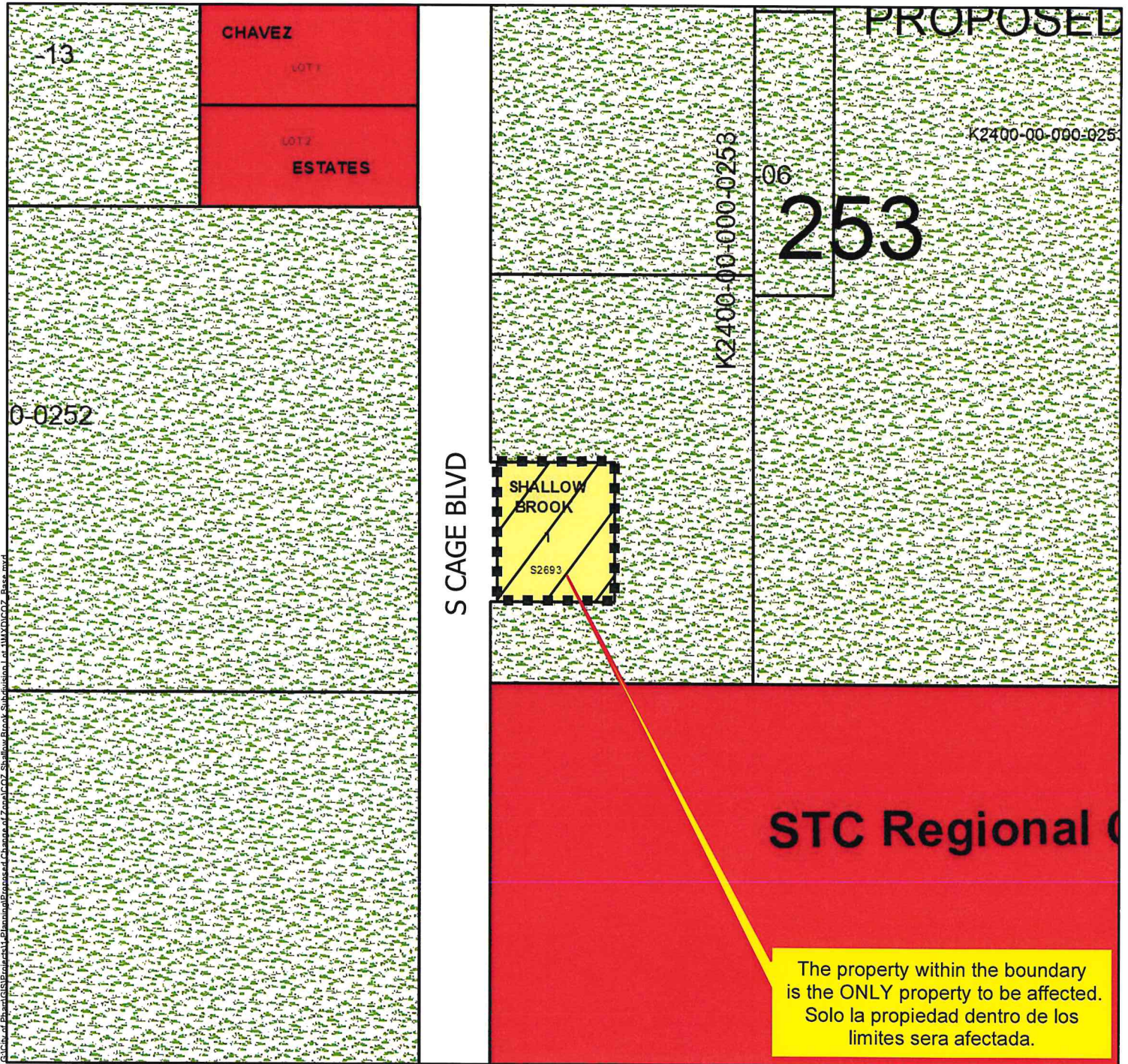
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet

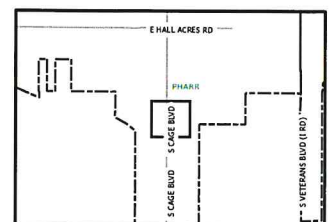


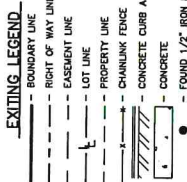
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



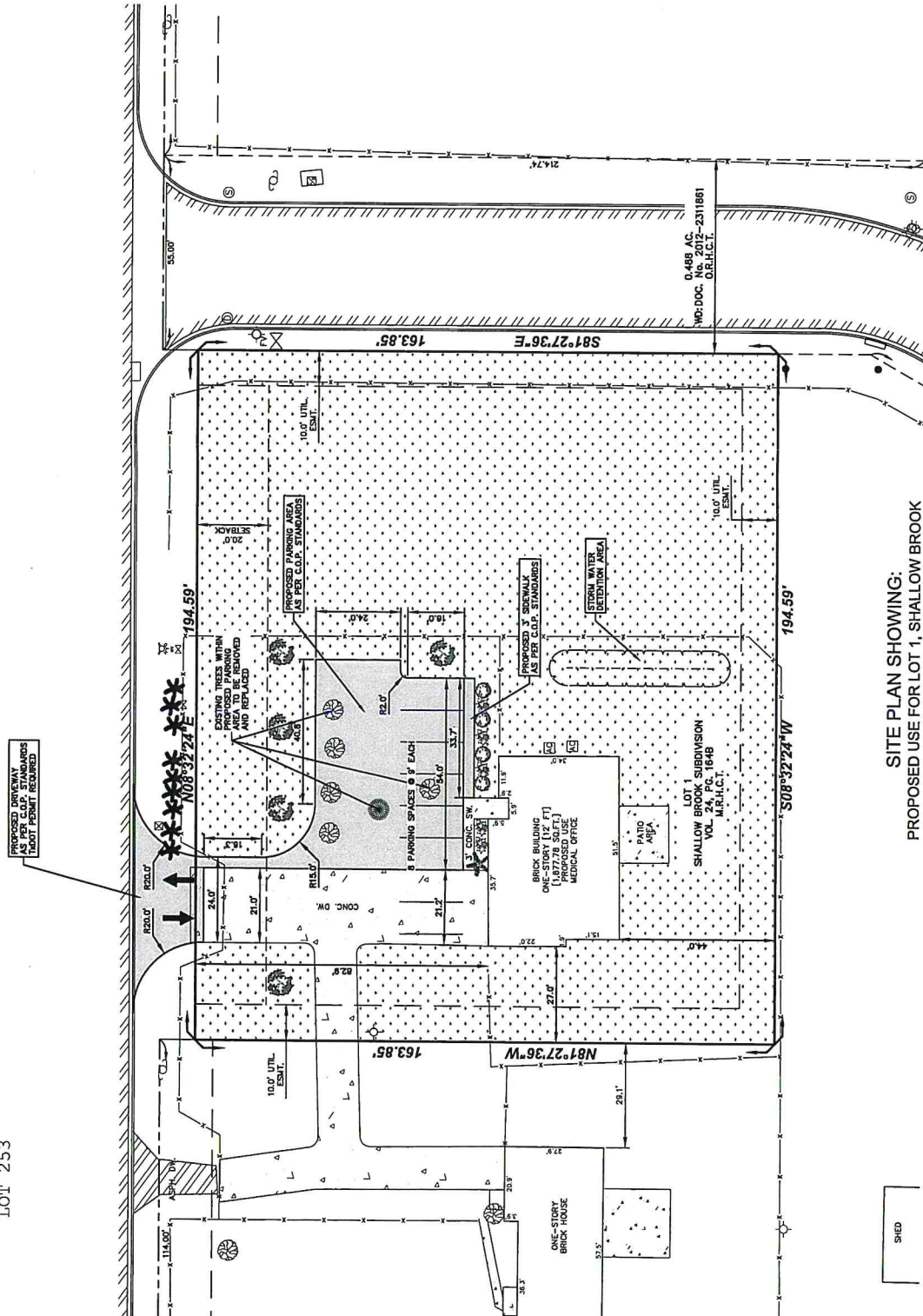


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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





LOT 253



SITE PLAN SHOWING:
PROPOSED USE FOR LOT 1, SHALLOW BROOK
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP
OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE
1648, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTES:

1. THIS SITE PLAN IS TO BE USED FOR EXHIBIT PURPOSES ONLY. IT IS NOT AN ACTUAL BOUNDARY SURVEY OR CONSTRUCTION PLANS.
2. PROPOSED DETENTION AREA SHOWN HEREON IS CONCEPTUAL. SURFACE AREA AND VOLUME TO BE DETERMINED BY CIVIL ENGINEER'S CALCULATIONS.
3. EXHIBIT PREPARED FOR ORGO FAMILY LTD.

JOB NO. 19118

SHEET 01 OF 01

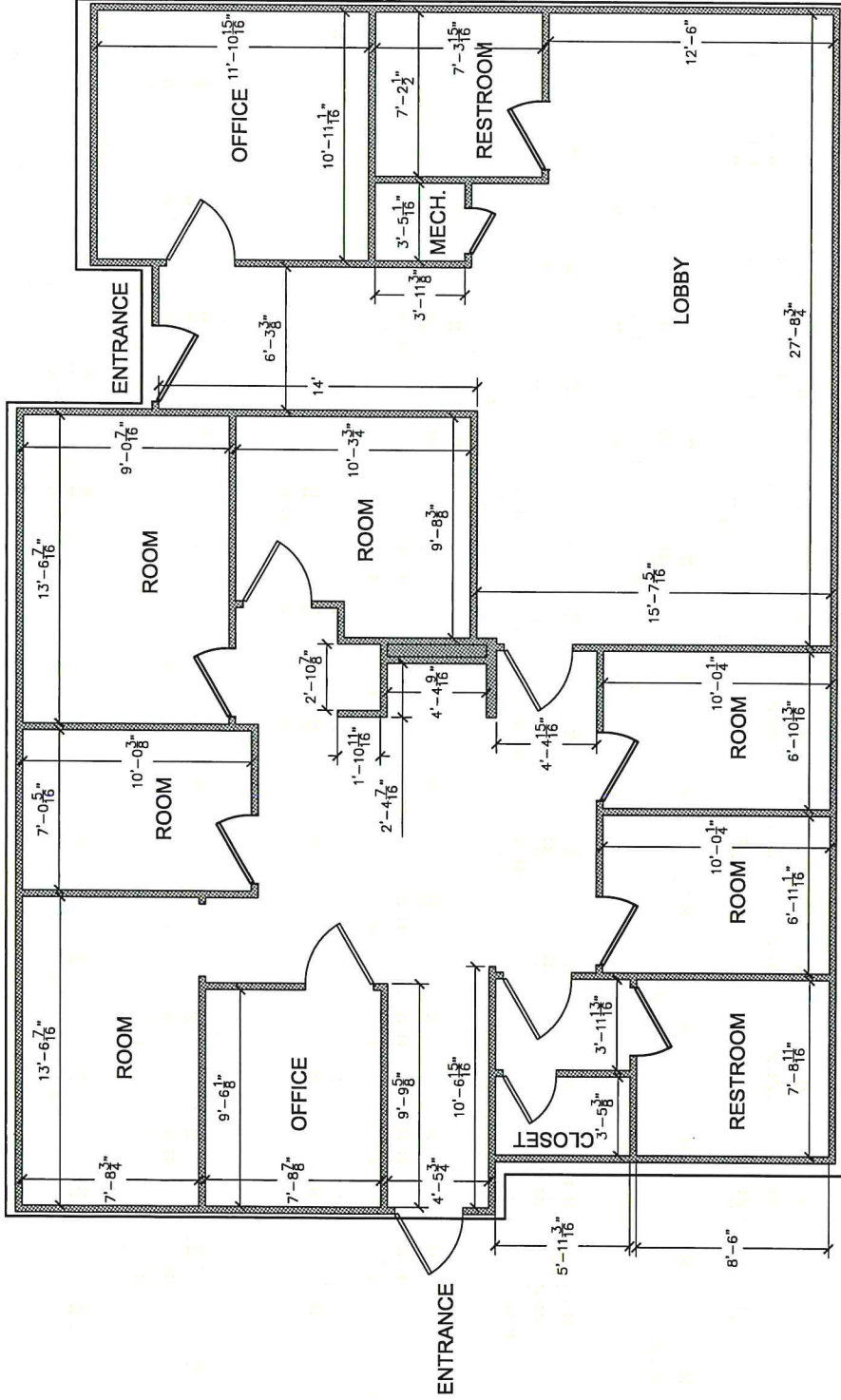


**Carrizales
Land
Surveying, LLC**

Texas Registered Surveying Firm
TSPS FIRM No:10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2167
Fax: 956-567-2167



SCALE: 1/8"=1'



NOTES:

1. THIS SITE PLAN IS TO BE USED FOR EXHIBIT PURPOSES ONLY.
2. EXHIBIT PREPARED FOR ORGO FAMILY LTD.

JOB NO. 19118

SHEET 01 OF 01



Carrizales
Land
Surveying, LLC

Texas Registered Surveying Firm
TBPLS FIRM No:10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2167
www.cls.land

PROPOSED FLOOR PLAN:
FOR LOT 1, SHALLOW BROOK SUBDIVISION, HIDALGO
COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF
RECORDED IN VOLUME 24, PAGE 164B, MAP
RECORDS, HIDALGO COUNTY, TEXAS.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.5.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: East Point Investments, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.09 acres, more or less, out of Lots 13-14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1300-1500 Block of North Veterans Boulevard. **COZ#191271**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: East Point Investments, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to General Business District (C). **COZ#191271**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to General Business District (C) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata

Created/Initiated - 1/15/2020

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Approved - 1/15/2020
Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: January 20, 2020

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#191271

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: December 5, 2019

1. **Applicant:** East Point Investments, LLC, owners.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to General Business District (C).
3. **Nature / Intent of Request:** In order to develop and construct a commercial plaza on said property.

4. **Routing to Staff:**

A. Roland Gomez, Assistant Director

[Signature]
Initials

1/14/20
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

1-14-20
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

01/13/2020
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). Being a 2.09 acre tract of land, more or less, out of Lots 13-14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1300-1500 Block of North Veterans Boulevard.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

East Point Investments, LLC, owners, have filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to develop construct a commercial plaza on said property.

The subject site is located on the west side of North Veterans Boulevard and physically located within the 1300-1500 Block of North Veterans Boulevard. The property is legally described as being a 2.09-acre tract of land, more or less, out of Lots 13-14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Veterans Boulevard, a 100' minor arterial that runs north and south with a posted speed limit of 30-45 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). On February 20, 2017, the property to the north was re-zoned to General Business District (C). The property to the west is zoned Agricultural and/or Open Space District (A-O) and the city limits lie to the east. The property to the south was zoned Single-Family Residential District (R-1), on March 30, 1982, when the city adopted the current zoning ordinance we use today. The property is generally designated for commercial use in the Land Use Plan.

The General Business District is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterials or major collectors.

Ten (10) letters was mailed out to the surrounding property owner and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to General Business District (C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

East Point Investments, LLC, owners

APPLICANT

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

CURRENT ZONE

1300-1500 Block of North Veterans Boulevard

ADDRESS

General Business District (C)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress and is compatible with

the surrounding properties and is in line with the Future Land Use Plan.

Della Robles, Planner I

PREPARED BY

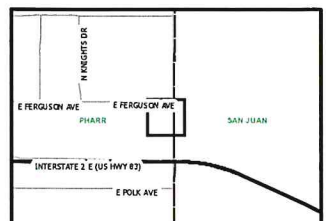
January 8, 2020

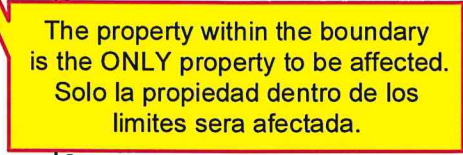
DATE



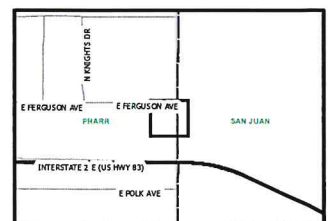
The property within the boundary
is the **ONLY** property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

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





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



A horizontal scale bar with markings at 0, 75, 150, 300, 450, and 600 feet.

Date: 1/8/2020





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

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 - 1/14/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.1.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt Inc., representing Mark Bissell, Managing member for Bissell Southwest DC Leasing, LLC., is requesting final plat approval of the proposed Gemini Subdivision. The property is legally described as being a 37.397 acres out of Lots 367 and 370, Kelly-Pharr Subdivision and out of Lot 14, Block 1, a Re-subdivision of Closer Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of East HI Line Road. **SUB#181238**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Melden & Hunt Inc., representing Mark Bissell, Managing member for Bissell Southwest DC Leasing, LLC., is requesting final plat approval of the proposed Gemini Subdivision. **SUB#181238**

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Gemini Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/15/2020
Approved - 1/15/2020
Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: GEMINI SUBDIVISION FILE NO. SUB#181238
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Mark Bissell, Managing member for Bissell Southwest DC Leasing, LLC., is requesting final plat approval of the proposed Gemini Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 37.397 acres out of Lots 367 and 370, Kelly-Pharr Subdivision and out of Lot 14, Block 1, a Re-subdivision of Closer Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 900 Block of East HI Line Road.

ZONING: The property is currently zoned Heavy Industrial District (H-I). The adjacent zones are Agricultural Open Space District (A-O) to the north, east and west and Limited Industrial District (L-I) and Agricultural Open Space District (A-O) to the south. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Warehouse.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Gemini Subdivision subject to the following conditions:

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

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance, follow City of Pharr Construction Standards Manual.

FIRE PROTECTION: 1. In compliance.

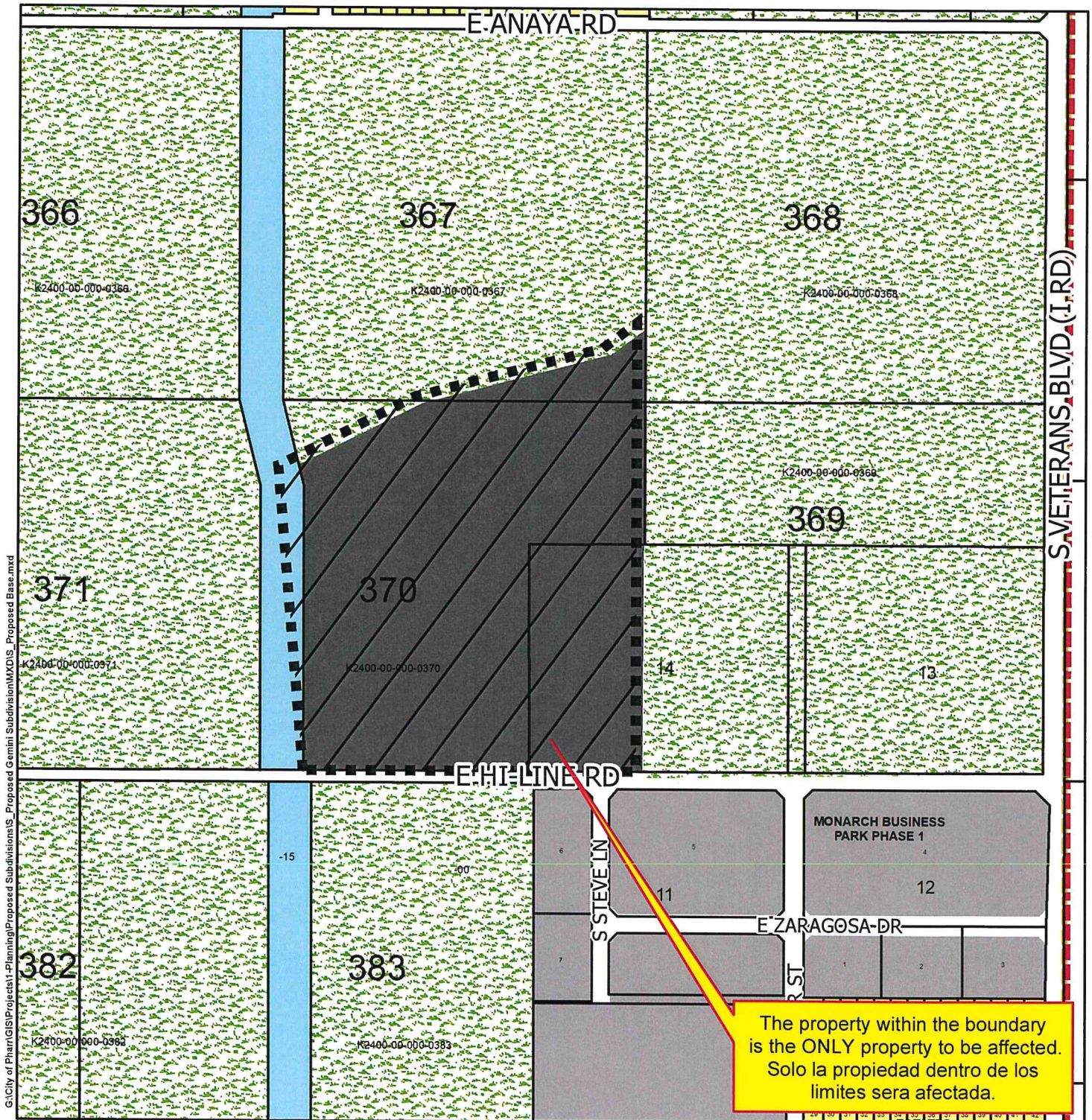
WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

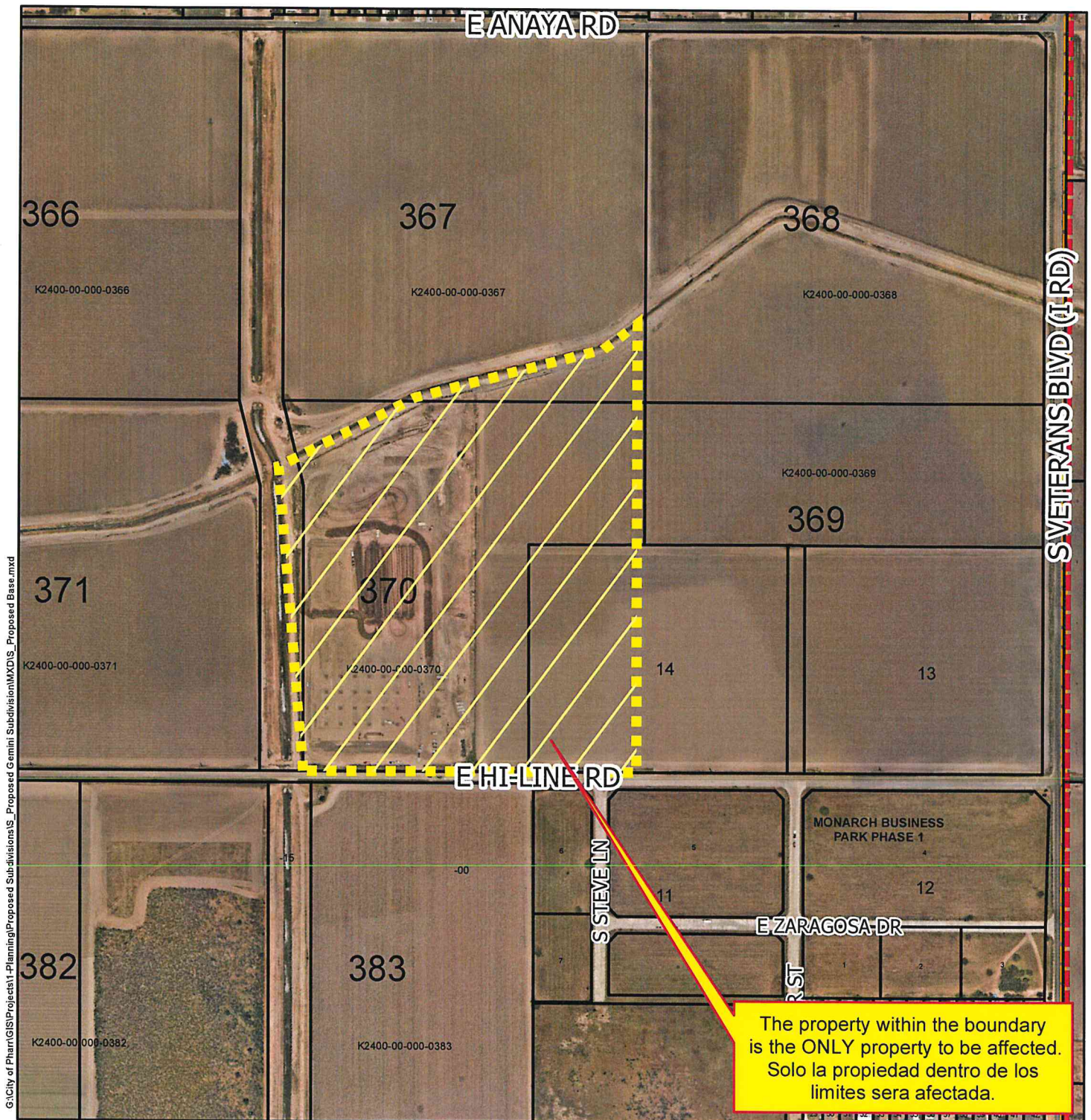
OTHER: 1. No construction will be allowed on top of zone AH until a Letter of Map Revision (LOMR) is submitted to FEMA.
2. Need to provide a CLOMR, for rear of property.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Gemini Subdivision.



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





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

-  Townhouse
-  HUD Code
-  Rail Road R.O.W
-  Government Owned
-  General Business
-  Business District

-  Drainage Easement
-  Heavy Commercial
-  Heavy Industrial
-  Limited Industrial
-  Neighborhood Commercial
-  Office Professional

-  PSJA ISD
-  Hidalgo ISD
-  Valley View ISD
-  Planned Unit Development





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.2.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Perez Consulting Engineers, representing, Charles Clark, General Partner Clark-Knapp Honda, is requesting final plat approval of the proposed Clark Knapp Honda Subdivision Section 2. The property is described as being a tract of land containing 4.00 acres out of Lot 170, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 1000 Block of West Polk Avenue. **SUB#160720**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Perez Consulting Engineers, representing, Charles Clark, General Partner Clark-Knapp Honda, is requesting final plat approval of the proposed Clark Knapp Honda Subdivision Section 2. **SUB#160720**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Clark Knapp Honda Subdivision Section 2 subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Clark Knapp Honda Subdivision Section 2.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/15/2020
Approved - 1/15/2020
Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CLARK KNAPP HONDA SUBDIVISION SECTION 2 FILE NO. SUB#140924

GENERAL INFORMATION:

APPLICANT: Perez Consulting Engineers, representing, Charles Clark, General Partner Clark-Knapp Honda, is requesting final plat approval of the proposed Clark Knapp Honda Subdivision Section 2.

LEGAL DESCRIPTION: The property is described as being a tract of land containing 4.00 acres out of Lot 170, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located at the 1000 Block of West Polk Avenue.

ZONING: The property is zoned General Business District (C). The adjacent zones are Heavy Commercial District (H-C) to the north, Agricultural Open-Space District (A-O) to the east, High Density Multi-Family District (R-4) to the south, and General Business District (C) to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Extended parking for dealership.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Clark Knapp Honda Subdivision Section 2 subject to the following conditions:

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

EASEMENTS: 1. In compliance.

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

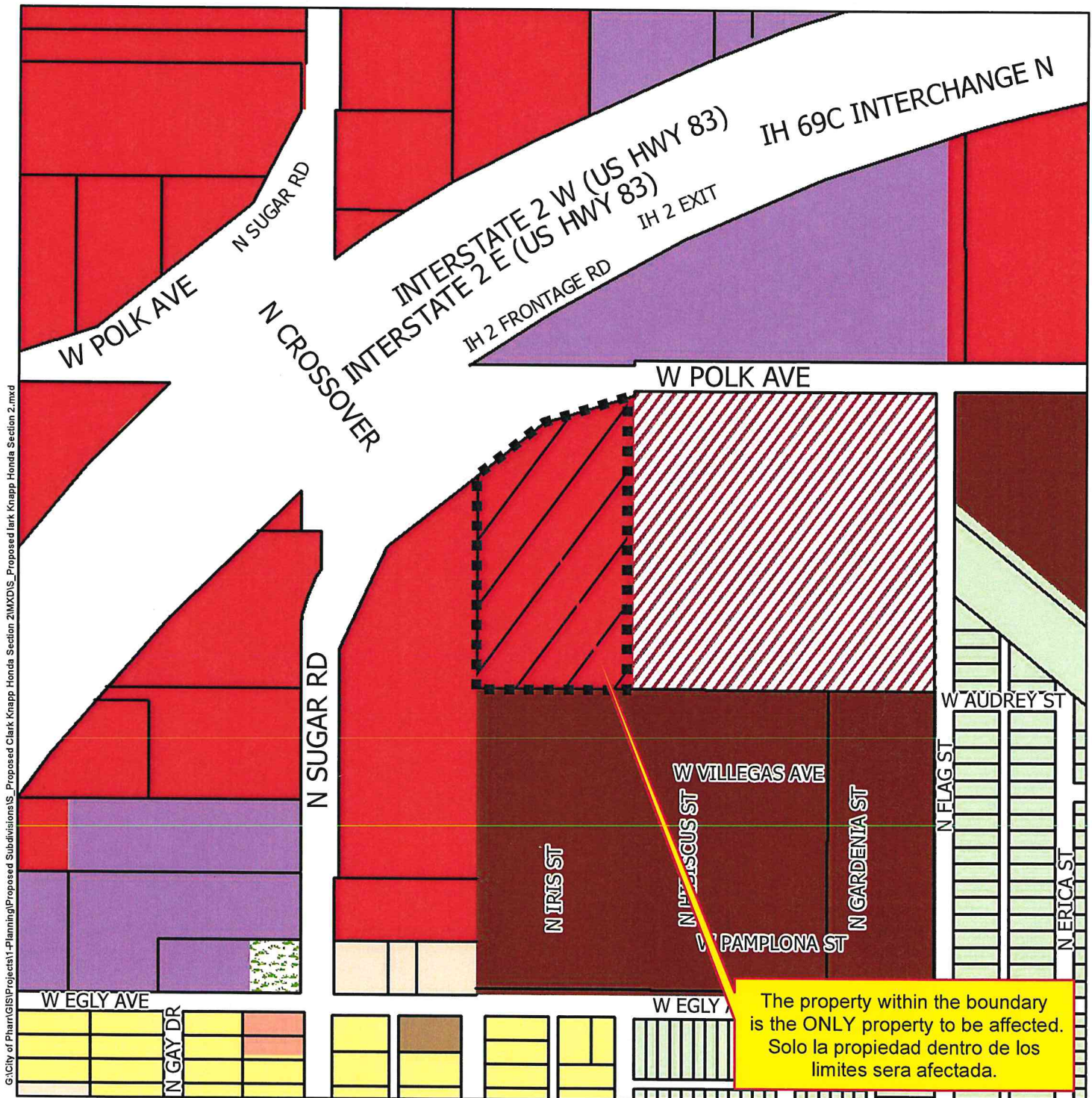
FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Clark Knapp Honda Subdivision Section 2.



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Clark Knapp Honda Section 2\MXD\1-Proposed Clark Knapp Honda Section 2.mxd

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



Proposed Subdivision
Clark Knapp Honda Section 2
Perez Consulting Engineers



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 10/10/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.3.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: M Garcia Engineering LLC, representing Zaragoza Hinojosa Jr., President of Heavy Investments, LTD. A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Subdivision Plat East Park Subdivision. The property is legally described as a tract of land containing 17.13 acres and also being a part or portion of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 and 1200 Block of East Ferguson Avenue. **SUB#191229**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: M Garcia Engineering LLC, representing Zaragoza Hinojosa Jr., President of Heavy Investments, LTD. A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Subdivision Plat East Park Subdivision. **SUB#191229**

Financial Consideration:

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Master Subdivision Plat East Park Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Master Subdivision Plat East Park Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan

Created/Initiated - 1/15/2020
Approved - 1/15/2020

Roland Gomez
Melanie Cano
City Management Office

Approved - 1/15/2020
Approved - 1/16/2020
Final Approval - 1/17/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 20, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: MASTER SUBDIVISION PLAT EAST PARK SUBDIVISION FILE NO. SUB#191229

GENERAL INFORMATION:

APPLICANT: M Garcia Engineering LLC, representing Zaragoza Hinojosa Jr., President of Heavy Investments, LTD. A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Subdivision Plat East Park Subdivision.

LEGAL DESCRIPTION: The property is legally described as a tract of land containing 17.13 acres and also being a part or portion of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1100 and 1200 Block of East Ferguson Avenue.

ZONING: The property is currently zoned Agricultural and/or Open Space District (A-O). The adjacent zones are General Business District (C) and Agricultural and/or Open Space District (A-O) to the north and Single Family Residential District (R-1) to the south, General Business District (C) and Single Family Residential District (R-1) to the west and City limits to the east. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Lot 1, retail. Lot 2 undecided.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Master Subdivision Plat East Park Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

1. Provide 25' additional R.O.W. North Juniper Avenue.
2. Provide a 30'x30' corner clip for Lot 2, at North Juniper Avenue and E. Ferguson
3. Label the 20' R.O.W. existing or proposed on North Juniper Avenue.
4. Project engineer to verify the correct HCID #2, R.O.W. width on N. Juniper Avenue.

EASEMENTS:

1. All public utilities shall read "Exclusive easement to City of Pharr".
2. Add a 5' Exclusive easement to City of Pharr for Lot 2, north of the 10' Exclusive easement to City of Pharr.
3. Add a 15' Exclusive easement to City of Pharr for Lot 1 on the south side.
4. All easements shown label existing or dedicated by plat.
5. Add a 5' landscaping easement along N. Veterans Blvd.

**SIDEWALK:
ADA:**

1. In compliance.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr construction standards manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr construction standards manual.

DRAINAGE:

1. Need approved drainage report.
2. Need SWPPP with NOI.

OTHER:

1. Update the year on the signature blocks.
2. Provide the signatures from surveyor and engineer.
3. Remove plat note #5.
4. Check for spelling on plat note #12, Ordinance.
5. On metes & bounds remove the bearings within the parenthesis.
6. Show full subdivision name on HRES (metes & bounds).
7. Need to use Veterans Blvd. on metes & bounds.
8. Add "N" for N. Juniper Ave. on metes & bounds.
9. Attached are staff comments.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Master Subdivision Plat East Park Subdivision.



Pharr Fire – Rescue

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

Tel: (956) 402-4400 Fax: (956) 475-3433



Subdivision: EAST PARK SUBDIVISION (STAFF)

Reviewed By: DAGO SOTO

Date: 1/7/20

1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch or better for industrial areas unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be FACTORY YELLOW from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 ft., but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on-site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. \$25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet) * with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch –Rapid Entry System made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by a way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. FIRE HYDRANTS SHALL BE FACTORY YELLOW
2. SHOW ALL EXISTING FIRE HYDRANTS LOCATED ON NORTH SIDE OF EAST FURGESON (5) OF THEM
3. CALL OUT ALAN AVE.
4. CALL OUT EXISTING FIRE HYDRANT ON THE CORNER OF JUNIPER ST. AND ALAN AVE. ALSO THE FIRE HYDRANT OF KUMQUAT ST. AND ALAN AVE. SHOW FIRE HYDRANT ON THE CORNER OF ALAN AVE AND N. VETERANS.

5. REPLACE FIRE HYDRANT EAST OF PROPERTY. THE HYDRANT IS APPROXIMATELY 30 YEARS OLD.
6. SHALL ADD A FIRE HYDRANT ON THE SOUTH SIDE OF LOT 1

PLAT REVIEW FOR: *EAST PARK SUBDIVISION # 191229*

COMMENTS: Initials: O.D.L. / R. B. JANUARY 8, 2019

WATER:

- Will need an additional 15' Utility Easement Exclusive to the City of Pharr on the S. Side of the property on lot 1
- Will need an additional 5' Utility Easement Exclusive to the City of Pharr on the S. Side of the property on lot 2
- Will need to extend an 8" water line from Veterans to Kumquat and Allen
- On S.E. corner (Veterans) will need to install a 12 x 8 tee with valve and 12 x 8 reducer
- On S. Side of the property and Kumquat, will need to install an 8" Tee for future development with valves on the E. and S. sides of the Tee.
- On Allan and Kumquat will need to install a tee for the connection to the water line (tapping tee will not be allowed)
- Follow City of Pharr Construction Standards Manual

SEWER:

- Ok as proposed
- Sewer service will need to be 6" SDR 26
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____

SUBDIVISION: East Park Subdivision**DATE:** 01/07/2020

Residential/Commercial: _17.13_ acres

Staff review:

Plat Notes:

- Remove note # 5...Fence
- Revise note # 6 to say...Owners are to maintain detention/retention areas. **NOTE ON PLAT**
- Revise note # 9 to say...5' sidewalk with A.D.A. ramps and landings will be required to be constructed during building permit phase along any street. Unless otherwise stated. **NOTE ON PLAT**
- Revise note # 13 to say...Erosion and Sediment control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (TPDES). **NOTE ON PLAT**
- Owners to maintain R.O.W. and perimeter of subdivision. **NOTE ON PLAT**

General Notes:

- All drainage construction shall comply with City of Pharr Standards.
- An approved drainage report is required for all new subdivisions and/or development(s).
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage
- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre-Construction meeting.

- Need a digital copy in (USB) and three (3) hard copies of SWPPP
- Erosion and sediment control plan.
- City of Pharr Discharge permit required if discharging to city owned storm drain system.

SUBDIVISION: Master Plan of East Park
Subdivision

DATE: January 8, 2020

REVIEW: Preliminary (revised comments plans dated 12-30-2019)

PLAT

1. Note No. 6---Revise note to say... "Owners to maintain detention/retention area".
2. Note No. 10---please include both northing and easting for benchmark #51. **Northing: 16601588.755 & Easting:1093933.829**
3. Note No. 13--- Revise note to say... "Erosion and sediment control during construction shall be in accordance with the current Texas Pollution discharge elimination system (TPDES)."
4. Add Note--- Owners to maintain R.O.W. and perimeter of entire subdivision.
5. Missing Professional Engineers (P.E.) signature.
6. Missing Registered Professional Land Surveyor (R.P.L.S) seal and signature.

SITE PLAN

1. Provide all pertinent City of Pharr details (sanitary sewer service, water service line, valve box)
2. What size will the sanitary sewer service be. For a commercial lot, line diameter must be a 6"-in and for residential lot, line diameter must be a 4"-in. as per City of Pharr standards.
3. Please make valve box with 2"-in water service visible.

DRAINAGE

1. Drainage report needs to be approved by H.C.D.D. No. 1.
2. Drainage plan to be reviewed and approved at building permit stage.

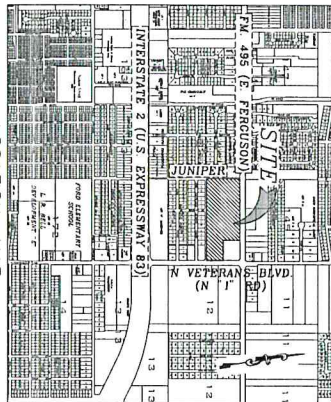
ADDITIONAL COMMENTS



HOLCOMB COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MANUAL STANDARDS OF THE DISTRICT AND DOES NOT CERTIFY THAT THE DRAINAGE STANDARDS DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

DAIC

LOCATION MAP
1"=1000'



NETS AND BOUNDS DESCRIPTION

[illegible][illegible]

3. LEAVING A NET OF 16.389 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES

[illegible]

PRINCIPAL CONTACTS:				
NAME	ADDRESS	CITY & ZIP	PHONE #	FAX #
OWNER	MEAT INVESTMENTS, LTD	414 E. DOWE AVENUE	MCALLEN, TX 78504	683-1816/682-9505
CONCRETE	VARIANO CANCO, P.E.	400 W. NO. LUNA STE. H2	MCALLEN, TX 78504	683-8442/683-3211
BUYER	CARLOS VASQUEZ	517 BEAULOU AVE	MCALLEN, TX 78501	616-1551/616-1547

MASTER
SUBDIVISION PLAT
EAST PARK
SUBDIVISION

A TRACT OF LAND CONTAINING 17.13 ACRES, SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOTS 13 AND 14, L. R. BEL DEVELOPMENT "E" MAP REFERENCE: VOLUME 5, PAGE 57, HIDALGO COUNTY MAP RECORDS.

[illegible]

HEAVY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP
414 E. DOVE AVENUE
MCALLEN TEXAS 78504
BY: ZARAGOZA HINDOOSA, JR.
STATE OF TEXAS
COUNTY OF HIDALGO

PERSONAL USE: THE UNDERSIGNED NOTARY PUBLIC, ZARAGOZA, LINDOS, A PERSONALLY APPEARED AND PROVED THROUGH HIS OATHMANN OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS THE ____ DAY OF ____ , 2019 A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

DESIGNED. THE MAYOR OF THE CITY OF PHARR HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL ORDINANCES AND REGULATIONS OF THE CITY OF PHARR. NO CITY APPROVAL IS REQUIRED.

CITY CLERK DAY

THIS EAST PARK SUBDIVISION HAS BEEN SUBMITTED TO
CONSIDERED BY THE PLANNING COMMISSION OF THE CITY
TEAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ____ DAY OF ____, 2019 A.D.

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, THIS THE _____ DAY OF _____, 2019 A.D. NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT-OF-WAYS OR EASEMENTS.

STATE OF TEXAS
COUNTY OF HIOALCO

PRESIDENT

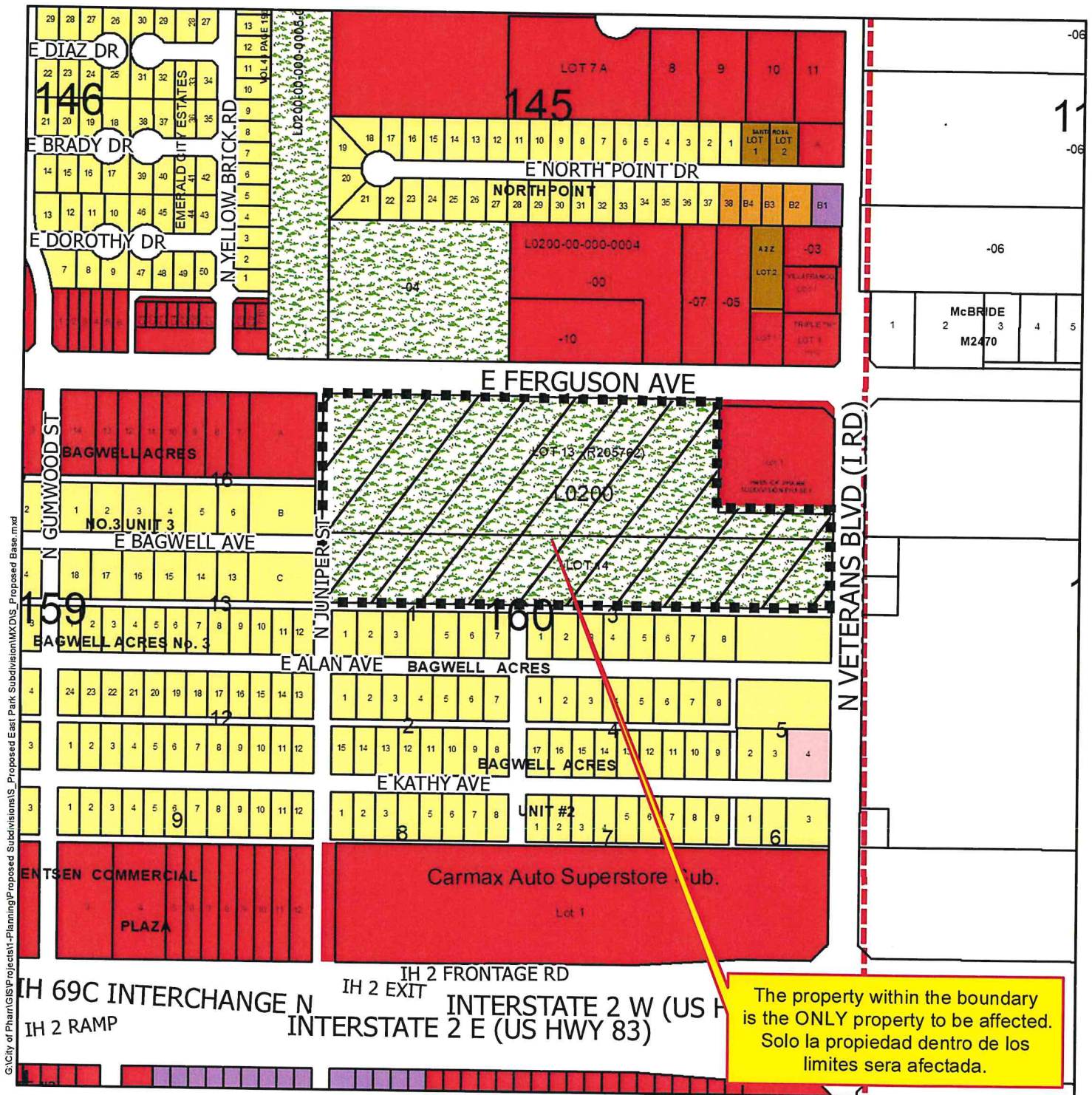
SECRETARY

I, MARIANO GARCIA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MARIANO GARCIA, P.E.
 REC. PROFESSIONAL ENGINEER No. 90356
 STATE OF TEXAS
 COUNTY OF HIOALDO
 I, CARLOS MOSQUEDA, A REGISTERED PROFESSIONAL LAND SURVEYOR
 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS
 PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE
 UNDER MY SUPERVISION ON THE DEDICED

90356
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 12/12/2012

DATE
CARLOS VASQUEZ, R.P.L.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4608
CVO LAND SURVEYORS, LLC
517 BEAUMONT AVENUE
MCALLEN, TEXAS 78501
(361) 818-1551
DATE SURVEYED AUGUST 19, 2016
TIP-LS FROM No. 101195C00

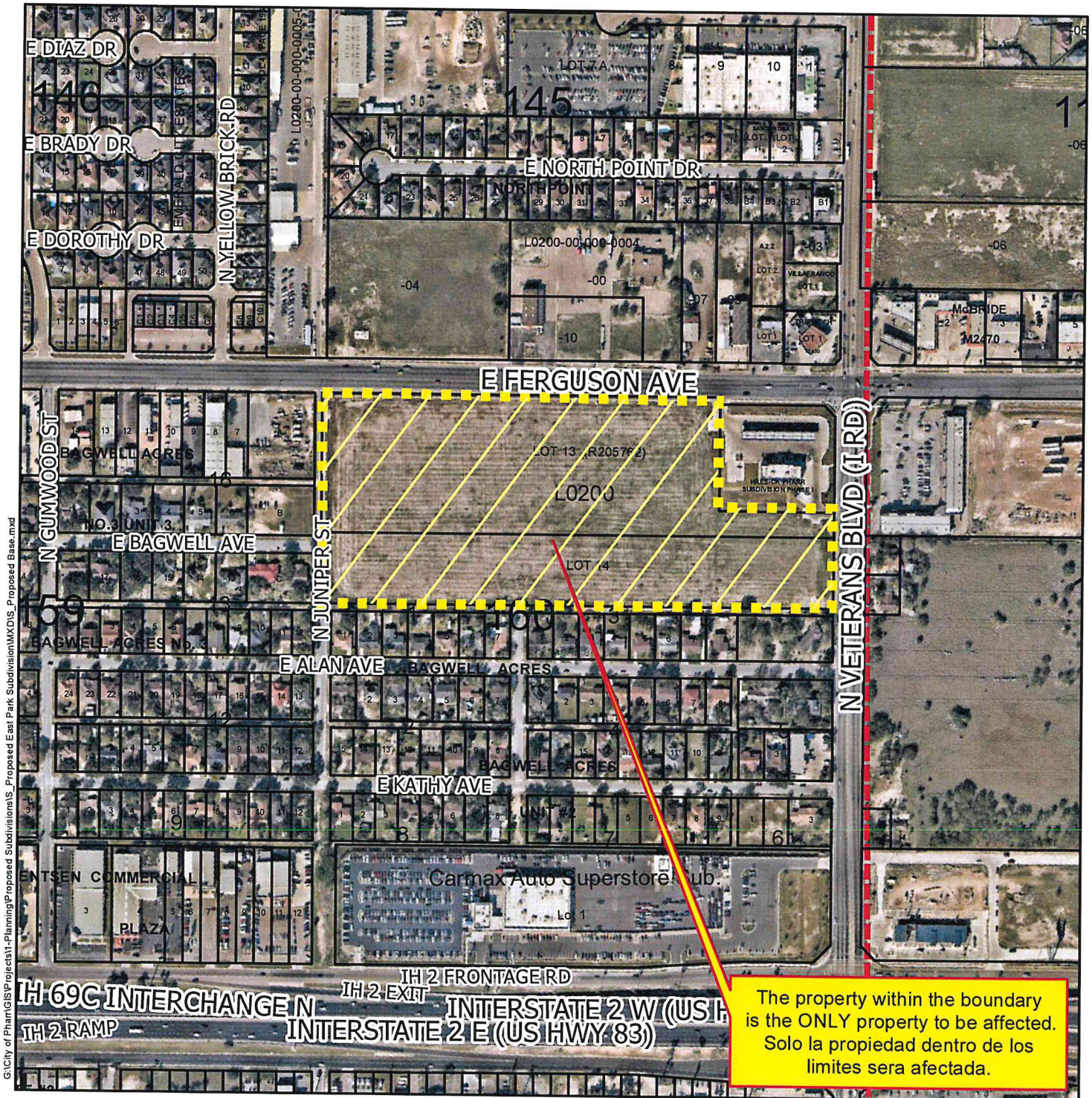


- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development





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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 16, 2020

MEETING DATE: January 20, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-40 for budget amendments to the Fiscal Year 2019-2020 Budget.
(Adoption on 1st Reading)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to be transparent and to reflect proper budgetary activity, City is required to amend its Budget any time there is an increase of appropriations due to increase of revenues or available resources. This is to be in compliance with GFOA, Auditing requirements and Texas Local Government Code .

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 1/16/2020
Final Approval - 1/17/2020

ORDINANCE NO: O-2019-__

AN ORDINANCE AMENDING ORDINANCE O-2019-40; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the City charter requires that any amendment be approved by $\frac{3}{4}$ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2019 and ending September 30, 2020, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the sum of **\$1,099,800** expenditures is hereby appropriated out of expenditures and **\$243,900** revenues of the General Fund and the remaining is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 3: That the sum of **\$3,200** expenditures is hereby appropriated out of expenditures and **\$3,200** revenues of the CDBG. The purpose is included in the attached documents.

SECTION 4: That the sum of **\$972,900** expenditures and **\$72,900** is hereby appropriated out of the Utility Fund and the remaining is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 5: That the sum of **\$9,200** expenditures is hereby appropriated out of expenditures and **\$9,200** revenues of the Event Center. The purpose is included in the attached documents.

SECTION 6: That the sum of **\$268,900** expenditures is hereby appropriated out of expenditures and **\$25,000** revenues of the Bridge Fund and the remaining is appropriated with available resources. The purpose is included in the attached documents.

SECTION 7: That the sum of **\$24,500** expenditures is hereby appropriated out of expenditures and **\$24,500** revenues of the Golf Fund. The purpose is included in the attached documents.

SECTION 8: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 9: Repealing Clause

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

SECTION 10: Severability Clause

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

SECTION 11: Publication Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th January 2020.

CITY OF PHARR

Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR, TEXAS
BUDGET YEAR 19-20- BUDGET AMENDMENT #1
DETAILED AMENDMENT ACTIVITY

FUND	DEPT	ACCOUNT	ACCOUNT NAME	Description
GENERAL FUND				
REVENUES:				REF
01	4	4-4883-70	Transfer In Bridge	\$ (243,900) To increase bridge contributions to cover for new FTE's positions
			Total Revenues (Increase)/Decrease	\$ (243,900)
EXPENDITURES:				
01	51000	1100	Salaries	\$ 150,000 To ratify base pay and benefits for new ACM (1) FTE position
01	51000	1105	FICA	\$ 800 To ratify base pay and benefits for new ACM (1) FTE position
01	51000	1107	Workers Comp	\$ 700 To ratify base pay and benefits for new ACM (1) FTE position
01	51000	1108	Unemployment	\$ 200 To ratify base pay and benefits for new ACM (1) FTE position
01	51000	1115	Retirement	\$ 12,300 To ratify base pay and benefits for new ACM (1) FTE position
01	51000	1100	Salaries	\$ 50,000 To allocate funds and add one (1) FTE to Administration for Organizational Development Coach position
01	51000	1105	FICA	\$ 3,900 To allocate funds and add one (1) FTE to Administration for Organizational Development Coach position
01	51000	1106	Health Insurance	\$ 1,800 To allocate funds and add one (1) FTE to Administration for Organizational Development Coach position
01	51000	1107	Workers Comp	\$ 300 To allocate funds and add one (1) FTE to Administration for Organizational Development Coach position
01	51000	1108	Unemployment	\$ 200 To allocate funds and add one (1) FTE to Administration for Organizational Development Coach position
01	51000	1115	Retirement	\$ 4,100 To allocate funds and add one (1) FTE to Administration for Organizational Development Coach position
01	51000	1100	Salaries	\$ 10,000 To ratify assignment pay for Census Representative Duties to Director of External Affairs Position
01	51000	1105	FICA	\$ 800 To ratify assignment pay for Census Representative Duties to Director of External Affairs Position
01	51000	1107	Workers Comp	\$ 100 To ratify assignment pay for Census Representative Duties to Director of External Affairs Position
01	51000	1108	Unemployment	\$ 200 To ratify assignment pay for Census Representative Duties to Director of External Affairs Position
01	51000	1115	Retirement	\$ 900 To ratify assignment pay for Census Representative Duties to Director of External Affairs Position
01	51000	1100	Salaries	\$ 2,500 To ratify assignment pay for Census Duties to Public Affairs Liaison Position
01	51000	1105	FICA	\$ 200 To ratify assignment pay for Census Duties to Public Affairs Liaison Position
01	51000	1107	Workers Comp	\$ 100 To ratify assignment pay for Census Duties to Public Affairs Liaison Position
01	51000	1108	Unemployment	\$ 200 To ratify assignment pay for Census Duties to Public Affairs Liaison Position
01	51000	1115	Retirement	\$ 300 To ratify assignment pay for Census Duties to Public Affairs Liaison Position
01	51200	1100	Salaries	\$ 13,000 To ratify assignment pay for Census Duties to Crime Victim Liaison Position
01	51200	1105	FICA	\$ 1,000 To ratify assignment pay for Census Duties to Crime Victim Liaison Position
01	51200	1107	Workers Comp	\$ 100 To ratify assignment pay for Census Duties to Crime Victim Liaison Position
01	51200	1108	Unemployment	\$ 200 To ratify assignment pay for Census Duties to Crime Victim Liaison Position
01	51200	1115	Retirement	\$ 1,100 To ratify assignment pay for Census Duties to Crime Victim Liaison Position
01	52200	1100	Salaries	\$ 500 To ratify additional base pay to Aquatic Supervisor to comply with FSLA Standard Salary Level
01	52200	1105	FICA	\$ 100 To ratify additional base pay to Aquatic Supervisor to comply with FSLA Standard Salary Level
01	52200	1107	Workers Comp	\$ 100 To ratify additional base pay to Aquatic Supervisor to comply with FSLA Standard Salary Level
01	52200	1108	Unemployment	\$ 200 To ratify additional base pay to Aquatic Supervisor to comply with FSLA Standard Salary Level
01	52200	1115	Retirement	\$ 100 To ratify additional base pay to Aquatic Supervisor to comply with FSLA Standard Salary Level
01	52200	1100	Salaries	\$ 35,000 To allocate salary and benefits to add one FTE (1) Position of Urban Ecologist
01	52200	1105	FICA	\$ 2,700 To allocate salary and benefits to add one FTE (1) Position of Urban Ecologist
01	52200	1106	Health Insurance	\$ 1,800 To allocate salary and benefits to add one FTE (1) Position of Urban Ecologist
01	52200	1107	Workers Comp	\$ 200 To allocate salary and benefits to add one FTE (1) Position of Urban Ecologist
01	52200	1108	Unemployment	\$ 200 To allocate salary and benefits to add one FTE (1) Position of Urban Ecologist
01	52200	1115	Retirement	\$ 2,900 To allocate salary and benefits to add one FTE (1) Position of Urban Ecologist
01	52500	1100	Salaries	\$ 4,000 To ratify assignment pay to Administrative Assistant Position for Emergency Management Duties
01	52500	1105	FICA	\$ 400 To ratify assignment pay to Administrative Assistant Position for Emergency Management Duties
01	52500	1107	Workers Comp	\$ 100 To ratify assignment pay to Administrative Assistant Position for Emergency Management Duties
01	52500	1108	Unemployment	\$ 200 To ratify assignment pay to Administrative Assistant Position for Emergency Management Duties
01	52500	1115	Retirement	\$ 400 To ratify assignment pay to Administrative Assistant Position for Emergency Management Duties

[illegible]

01	52600	1100	Salaries	\$ 5,400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52600	1105	FICA	\$ 500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52600	1115	Retirement	\$ 500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52700	1100	Salaries	\$ 20,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52700	1105	FICA	\$ 1,600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52700	1115	Retirement	\$ 1,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52800	1100	Salaries	\$ 6,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52800	1105	FICA	\$ 500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	52800	1115	Retirement	\$ 600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	51400	8805	Site Improvements	\$ 174,000	To allocate Building Security Fee on Hand to use for allowable security safety improvements to court
01	53000	9980-30	Transfer Out-CDBG	\$ 3,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	53000	9980-55	Transfer Out-City Garage	\$ 5,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	53000	9980-60	Transfers Out-Utility	\$ 72,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	53000	9980-65	Transfers Out-Event Center	\$ 9,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	53000	9980-70	Transfers Out-Bridge	\$ 25,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	53000	9980-75	Transfers Out-Golf	\$ 24,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
01	53000	9938-002	X-Mas Posada	\$ (60,000)	To reallocate funds left to cover for new FTE s positions added
			Total Expenditures Increase/(Decrease)	\$ 1,099,800	

NET EFFECT ON GENERAL FUND: \$ 855,900 <---Cash Available in Bank Account

CDBG					
REVENUES:					
30	4	4-4883-01	Transfer IN-GF	\$ (3,200)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$ (3,200)	
EXPENSES:					
30	52600	1100	Salaries	\$ 2,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
30	52600	1105	FICA	\$ 200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
30	52600	1115	Retirement	\$ 300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Expenditures Increase/(Decrease)	\$ 3,200	

NET EFFECT ON CDBG \$ - <---Cash Available in Bank Account

UTILITY FUND					
REVENUES:					
60	4	4883-01	Transfer In-General Fund	\$ (72,900)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$ (72,900)	
EXPENSES:					
60	58100	1100	Salaries	\$ 9,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1105	FICA	\$ 800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1115	Retirement	\$ 800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1100	Salaries	\$ 11,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1105	FICA	\$ 900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1115	Retirement	\$ 900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1100	Salaries	\$ 26,100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1105	FICA	\$ 2,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits

60	58300	1115	Retirement	\$ 2,100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1100	Salaries	\$ 15,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1105	FICA	\$ 1,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1115	Retirement	\$ 1,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	88XX	Other Equipment	\$ 900,000	To allocate funds budgeted in FY 2016-2017 and still unused for Capital Equipment
Total Expenditures Increase/(Decrease)				\$ 972,900	

NET EFFECT ON UTILITY FUND:

\$ 900,000

<---Cash Available in Bank Account

EVENT CENTER					
REVENUES:					
65	4	4883-01	Transfer In-General Fund	\$ (9,200)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
Total Revenues (Increase)/Decrease				\$ (9,200)	
EXPENSES:					
65	51000	1100	Salaries	\$ 8,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
65	51000	1105	FICA	\$ 600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
65	51000	1115	Retirement	\$ 300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
Total Expenditures Increase/(Decrease)				\$ 9,200	

NET EFFECT ON EVENT CENTER FUND:

\$ -

<---Cash Available in Bank Account

BRIDGE FUND					
REVENUES:					
70	4	4883-01	Transfer In-General Fund	\$ (25,000)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
Total Revenues (Increase)/Decrease				\$ (25,000)	
EXPENSES:					
70	51000	1100	Salaries	\$ 21,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1105	FICA	\$ 1,600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1115	Retirement	\$ 1,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	9980-01	Transfer Out-GF	\$ 243,900	To increase bridge contributions to cover for new FTE's positions
Total Expenditures Increase/(Decrease)				\$ 268,900	

NET EFFECT ON BRIDGE FUND:

\$ 243,900

<---Cash Available in Bank Account

GOLF FUND					
REVENUES:					
75	4	4883-01	Transfer In-General Fund	\$ (24,500)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$ (24,500)	
EXPENSES:					
75	51000	1100	Salaries	\$ 21,600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	1105	FICA	\$ 1,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	1115	Retirement	\$ 1,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Expenditures Increase/(Decrease)	\$ 24,500	

NET EFFECT ON GOLF FUND: \$ - <---No Effect

CHAMBER OF COMMERCE					
REVENUES:					
81	4	4883-86	Transfer In-PEDC	\$ (60,900)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$ (60,900)	
EXPENSES:					
81	51000	1100	Salaries	\$ 51,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
81	51000	1105	FICA	\$ 4,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
81	51000	1106	Health Insurance	\$ 1,800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
81	51000	1115	Retirement	\$ 4,100	
			Total Expenditures Increase/(Decrease)	\$ 60,900	

NET EFFECT ON CHAMBER OF COMMERCE FUND: \$ - <---No Effect

PEDC No. 2					
REVENUES:					
86	4				
86	4				
86	4				
			Total Revenues (Increase)/Decrease	\$ -	
EXPENSES:					
86	5100	1100	Salaries	\$ (51,000)	To transfer position (1) FTE of Business Retention & Expansion Manager to Greater Pharr Chamber of Commerce
86	5100	1105	FICA	\$ (4,000)	To transfer position (1) FTE of Business Retention & Expansion Manager to Greater Pharr Chamber of Commerce
86	5100	1106	Health Insurance	\$ (1,800)	To transfer position (1) FTE of Business Retention & Expansion Manager to Greater Pharr Chamber of Commerce
86	5100	1115	Retirement	\$ (4,100)	To transfer position (1) FTE of Business Retention & Expansion Manager to Greater Pharr Chamber of Commerce
86	5100	9980-81	Transfer Out	\$ 60,900	To transfer position (1) FTE of Business Retention & Expansion Manager to Greater Pharr Chamber of Commerce
			Total Expenditures Increase/(Decrease)	\$ -	

NET EFFECT ON PEDC No. 2 \$ - <---Cash Available in Bank Account



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: January 7, 2020

MEETING DATE: January 20, 2020

FROM: Hilda Pedraza, City Clerk

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. **(2nd 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:

Hilda Pedraza
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 1/7/2020
Approved - 1/14/2020
Approved - 1/16/2020
Final Approval - 1/17/2020

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



Pharr



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

Pharr



2006

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.

TABLE OF CONTENTS

CHAPTER 1. GENERAL STATEMENT	- 6 -
CHAPTER 2. CITY ORGANIZATIONAL STRUCTURE.....	- 6 -
CHAPTER 3. EQUAL EMPLOYMENT OPPORTUNITY POLICY	- 8 -
CHAPTER 4. DISABILITY POLICY.....	- 8 -
CHAPTER 5. FIRE & POLICE DEPARTMENT PERSONNEL.....	- 8 -
CHAPTER 6. CATEGORIES OF EMPLOYEES	- 9 -
CHAPTER 7. PROBATIONARY STATUS	- 10 -
CHAPTER 8. FLSA: EXEMPT AND NON-EXEMPT EMPLOYEES.....	- 11 -
CHAPTER 9. RESIDENCE REQUIREMENTS	- 11 -
CHAPTER 10. NEPOTISM POLICY: STATE LAW	- 12 -
CHAPTER 11. NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS.....	- 14 -
CHAPTER 12. REHIRE & NO REHIRE POLICY	- 16 -
CHAPTER 13. APPOINTMENTS TO JOB POSITIONS	- 16 -
CHAPTER 14. PERSONNEL RECORDS.....	- 17 -
CHAPTER 15. CHANGES IN EMPLOYEE PERSONAL DATA.....	- 17 -
CHAPTER 16. HOURS OF WORK; WORK CYCLES	- 18 -
CHAPTER 17. TIME-KEEPING & PAYROLL RECORDS	- 18 -
CHAPTER 18. SALARY, WAGES, BENEFITS.....	- 19 -
CHAPTER 19. OVERTIME WORK & PAY	- 20 -
CHAPTER 20. ADVERSE INCIDENT PAY.....	- 20 -
CHAPTER 21. COMPENSATORY TIME (FLSA).....	- 27 -
CHAPTER 22. STANDBY TIME	- 27 -
CHAPTER 23. PAID TIME OFF: GENERAL PROVISIONS	- 28 -
CHAPTER 24. PAID TIME OFF: HOLIDAYS.....	- 28 -

<u>CHAPTER 25. PAID TIME OFF: ANNUAL LEAVE</u>	<u>- 30 -</u>
<u>CHAPTER 26. BEREAVEMENT LEAVE.....</u>	<u>- 31 -</u>
<u>CHAPTER 27. PAID TIME OFF: SICK LEAVE.....</u>	<u>- 32 -</u>
<u>CHAPTER 28. SICK LEAVE PAY-OUT</u>	<u>- 33 -</u>
<u>CHAPTER 29. ANNUAL LEAVE TO SICK LEAVE DONATION.....</u>	<u>- 34 -</u>
<u>CHAPTER 30. WORKERS' COMPENSATION INJURY LEAVE.....</u>	<u>- 35 -</u>
<u>CHAPTER 31. FAMILY AND MEDICAL LEAVE ACT (FMLA).</u>	<u>- 36 -</u>
<u>CHAPTER 32. JURY DUTY & COURT PROCEEDINGS.....</u>	<u>- 37 -</u>
<u>CHAPTER 33. MILITARY LEAVE</u>	<u>- 38 -</u>
<u>CHAPTER 34. VOTING LEAVE.....</u>	<u>- 39 -</u>
<u>CHAPTER 35. ADMINISTRATIVE LEAVE; PAID OR UNPAID</u>	<u>- 39 -</u>
<u>CHAPTER 36. PERFORMANCE EXPECTATIONS.....</u>	<u>- 39 -</u>
<u>CHAPTER 37. PERFORMANCE EVALUATION</u>	<u>- 40 -</u>
<u>CHAPTER 38. NON-DISCIPLINARY SEPARATIONS.....</u>	<u>- 40 -</u>
<u>CHAPTER 39. DISCIPLINE POLICY GENERALLY.....</u>	<u>- 43 -</u>
<u>CHAPTER 40. GROUNDS FOR DISCIPLINE</u>	<u>- 44 -</u>
<u>CHAPTER 41. DISCIPLINARY PROCEDURE</u>	<u>- 45 -</u>
<u>CHAPTER 42. SUBSTANCE ABUSE & DRUG TESTING.....</u>	<u>- 45 -</u>
<u>CHAPTER 43. ANTI-SEXUAL HARASSMENT POLICY.....</u>	<u>- 48 -</u>
<u>CHAPTER 44. CITY EQUIPMENT AND PROPERTY.....</u>	<u>- 50 -</u>
<u>CHAPTER 45. OPERATION OF MOTOR VEHICLES.....</u>	<u>- 51 -</u>
<u>CHAPTER 46. DRESS CODE</u>	<u>- 52 -</u>
<u>CHAPTER 47. PUBLIC AND MEDIA RELATIONS.....</u>	<u>- 57 -</u>
<u>CHAPTER 48. CONFLICT OF INTEREST</u>	<u>- 58 -</u>
<u>CHAPTER 49. POLITICAL ACTIVITY</u>	<u>- 60 -</u>
<u>CHAPTER 50. NO SMOKING POLICY.....</u>	<u>- 60 -</u>
<u>CHAPTER 51. ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS AND GRIEVANCES</u>	<u>- 61 -</u>

CHAPTER 52. APPEAL PROCEDURES FOR CERTAIN TYPES OF COMPLAINTS AND PERSONNEL ACTIONS	- 62 -
CHAPTER 53. APPEAL PROCESS & PROCEDURE.....	- 63 -
CHAPTER 54. OTHER GRIEVANCES & COMPLAINTS	- 64 -
CHAPTER 55. TRAVEL	- 64 -
CHAPTER 56. DEFINITIONS	- 65 -
 CHAPTER 1. GENERAL STATEMENT	 6-
CHAPTER 2. CITY ORGANIZATIONAL STRUCTURE.....	6-
CHAPTER 3. EQUAL EMPLOYMENT OPPORTUNITY POLICY	8-
CHAPTER 4. DISABILITY POLICY	8-
CHAPTER 5. FIRE & POLICE DEPARTMENT PERSONNEL	8-
CHAPTER 6. CATEGORIES OF EMPLOYEES	9-
CHAPTER 7. PROBATIONARY STATUS	10-
CHAPTER 8. FLSA: EXEMPT AND NON-EXEMPT EMPLOYEES.....	11-
CHAPTER 9. RESIDENCE REQUIREMENTS	12-
CHAPTER 10. NEPOTISM POLICY: STATE LAW	12-
CHAPTER 11. NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS	15-
CHAPTER 12. REHIRE & NO REHIRE POLICY.....	16-
CHAPTER 13. APPOINTMENTS TO JOB POSITIONS.....	17-
CHAPTER 14. PERSONNEL RECORDS	17-
CHAPTER 15. CHANGES IN EMPLOYEE PERSONAL DATA.....	18-
CHAPTER 16. HOURS OF WORK; WORK CYCLES	18-
CHAPTER 17. TIME-KEEPING & PAYROLL RECORDS.....	19-
CHAPTER 18. SALARY, WAGES, BENEFITS	19-
CHAPTER 19. OVERTIME WORK & PAY	20-
CHAPTER 20. COMPENSATORY TIME (FLSA).....	20-
CHAPTER 21. STANDBY TIME	21-

CHAPTER 22. PAID TIME OFF: GENERAL PROVISIONS	22
CHAPTER 23. PAID TIME OFF: HOLIDAYS	22
CHAPTER 24. PAID TIME OFF: ANNUAL LEAVE	24
CHAPTER 25. BEREAVEMENT LEAVE	25
CHAPTER 26. PAID TIME OFF: SICK LEAVE	25
CHAPTER 27. SICK LEAVE PAY-OUT	27
CHAPTER 28. ANNUAL LEAVE TO SICK LEAVE DONATION	28
CHAPTER 29. WORKERS' COMPENSATION INJURY LEAVE	28
CHAPTER 30. FAMILY AND MEDICAL LEAVE ACT (FMLA)	29
CHAPTER 31. JURY DUTY & COURT PROCEEDINGS	31
CHAPTER 32. MILITARY LEAVE	32
CHAPTER 33. VOTING LEAVE	32
CHAPTER 34. ADMINISTRATIVE LEAVE; PAID OR UNPAID	32
CHAPTER 35. PERFORMANCE EXPECTATIONS	33
CHAPTER 36. PERFORMANCE EVALUATION	33
CHAPTER 37. NON-DISCIPLINARY SEPARATIONS	34
CHAPTER 38. DISCIPLINE POLICY GENERALLY	37
CHAPTER 39. GROUNDS FOR DISCIPLINE	37
CHAPTER 40. DISCIPLINARY & TRAINING PROCEDURE	38
CHAPTER 41. SUBSTANCE ABUSE & DRUG TESTING	39
CHAPTER 42. ANTI-SEXUAL HARASSMENT POLICY	42
CHAPTER 43. CITY EQUIPMENT AND PROPERTY	43
CHAPTER 44. OPERATION OF MOTOR VEHICLES	44
CHAPTER 45. DRESS CODE	46
CHAPTER 46. PUBLIC AND MEDIA RELATIONS	50
CHAPTER 47. CONFLICT OF INTEREST	52
CHAPTER 48. POLITICAL ACTIVITY	53

CHAPTER 49. NO SMOKING POLICY	54
CHAPTER 50. ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS AND GRIEVANCES	55
CHAPTER 51. APPEAL PROCEDURES FOR CERTAIN TYPES OF COMPLAINTS AND PERSONNEL ACTIONS	56
CHAPTER 52. APPEAL PROCESS & PROCEDURE	56
CHAPTER 53. OTHER GRIEVANCES & COMPLAINTS	58
CHAPTER 54. MISCELLANEOUS MATTERS	58
CHAPTER 55. DEFINITIONS	59

EXHIBIT A – ~~Receipt and Acknowledgments~~ Form

EXHIBIT B – ~~Public Access Option~~ Form

EXHIBIT C – ~~Wage Deduction Authorization~~ Form

CHAPTER 1. ~~GENERAL STATEMENT~~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 ~~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~~anual, 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~~Employee 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. Departments ~~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 Policiesy Manual. In the event of conflict in any section, this Personnel Policiesy 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~~Employee 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~~Employees' 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~~Employee'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~~annual.

Section 3. No Retaliation for Protected Conduct Allowed. The ~~c~~City is committed to enforcement of any and all applicable state and federal law that prohibits retaliation against an employee motivated by what is otherwise protected conduct or activity under state or federal law.

CHAPTER 4. DISABILITY POLICY

Section 1. The ~~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~~epartment ~~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 cCity.

CHAPTER 5. FIRE & POLICE DEPARTMENT PERSONNEL

Section 1. State civil service laws, as well as collective bargaining laws and contracts cover certain Ccity 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 cocontract 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 mManual, 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 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 Dedepartment dDirector for the Fire and Police departments.

Section 5. Changes in Status between Civil Service and Civilian Employees. Civil service employees who are separated from their civil service position, for whatever reason, and who are hired in a civilian position shall be treated as newly hired employees for purposes of this Personnel Policy Manual. Similarly, civilian employees who are hired into a civil service status shall be treated as newly hired employees for purposes of their civil service and collective bargaining status.

- A. Employees who move in or out of civil service and civilian status should be aware that any accrued sick and annual leave that may exist at the time of the transfer in or out of each status will be processed as separation of employment and a new hire, as applicable.

CHAPTER 6. CATEGORIES OF EMPLOYEES

Section 1. Non-Civil Service Employees. As part of its personnel management, as well as for pay and benefit purposes, the City uses the following categories of Employees:

- A. **Regular Full-Time.** Employees are those who are scheduled to be at work a minimum of forty hours per week on a regular basis.
 - 1) ~~these~~ 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 Temporary employees.
 - 1) These employees shall not receive any fringe benefit, except those required by law.

Section 2. Contract Personnel. Persons who render services to the City pursuant to a retainer agreement, a contract (verbal or in writing), or on a task or project basis, are not considered employees of the City and the provisions of this Personnel Policy Manual do not apply to contract personnel.

Section 3. Charter Appointments. The provisions of this Manual shall apply to positions recognized in the City Charter that are appointed by the Board of Commissioners, and who are categorized as regular full-time employees; provided, however, that the appointing authority retains all power, rights, and privileges, recognized in law over such appointments.

CHAPTER 7. PROBATIONARY STATUS

Section 1. New Employees. All newly hired employees shall be carried on a probationary status for a period of 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 ~~e~~Employees do not have an entitlement to any specific pay or benefits connected to the former position held. Pay and benefits shall be determined by the job description of the job position and the qualifications of the employee relative to the job description.

Section 5. Employees who promote to management positions shall be carried on a probationary status for a period of ~~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 ~~C~~city's obligations, if any, to pay overtime rates as per federal law, all ~~E~~employees 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 ~~e~~Employee'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, n~~Non-exempt employees who work over forty (40) hours per week are entitled to an overtime rate of pay, or compensatory time, in accordance with the FLSA.
- B. Paid time off, such as sick leave and annual leave, while compensated, does not count as productive time, that is, "work time" for purposes of calculating whether the 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, and States and are not required to live within the City of Pharr city limits.

Section 2. Employees likely to be called back to work in cases of emergency may be required to reside within reasonable commuting ranges of their places of work assignments.

Section 3. The 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 City's nepotism policy shall comply with any and all requirements imposed by state law, and applicable state law is hereby incorporated by reference. Therefore, with respect to City's public officials, the City's baseline nepotism policy is governed by Chapter 573 of the Texas Gov't Code, which is hereby incorporated by reference.

Section 2. For purposes of this policy, a "public official" is defined as:

A. ~~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) ~~I~~the City Manager;
- 2) ~~I~~the City Attorney;
- 3) ~~I~~the City Clerk and Assistant City Clerk;
- 4) ~~I~~the City Auditor; and,

5) ~~T~~he 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 ~~c~~City who meets the definition of public official, the state law prohibitions on nepotism also applies to the appointed officers set forth above.

Section 7. City's Self-Imposed Nepotism Policy. The ~~G~~city also has the authority to adopt and impose a nepotism policy that goes beyond what state law otherwise prohibits. This policy applies to all regular full-time and regular part-time employees only.

Section 8. Definitions. For purposes of this self-imposed nepotism policy, the following definitions shall apply:

- A. "Relative" means any person related within the third degree by consanguinity or within the second degree by affinity as defined by state law.
- B. "Department Director" is defined as a supervisory position with responsibility over the operations of any division of services identified in the ~~G~~city's organizational structure.
- C. "Technical Violation" is an employee appointment that is in actual violation of the affirmative restrictions stated in this policy.
- D. "Apparent Violation" is an employee relationship that is not in actual violation of the provisions of this policy, but which creates an appearance of impropriety or favoritism that is disruptive to the operations of a department.

Section 9. For purposes of this nepotism policy, the following individuals are not eligible for regular full-time employment with the City of Pharr:

- A. Elected Officials of the ~~G~~city, that is, the Mayor and ~~m~~Members of the Board of Commissioners~~City Commission~~;
- B. Relatives of any elected official;
- C. Relatives of the City Manager;
- D. Relatives of any ~~d~~Department ~~D~~irector if that relative falls anywhere within the chain of supervision for that ~~Department Director~~department director under the ~~City~~city's organizational structure.

Section 10. Grandfathering & Other Exceptions. The foregoing nepotism prohibition prescribed does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

- A. ~~T~~he 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. ~~T~~hat 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 ~~c~~City's personnel workforce that do not in fact violate this policy, but which may create an appearance of favoritism or impropriety.

Section 13. Further, ~~Department Director~~department directors shall have the authority, subject to City Manager review, to manage assignments between and amongst employees within the ~~ir d~~Department when there exists an apparent, but not an actual, violation of this policy.

Section 14. Civil Service Employees. This policy shall not apply to the ~~c~~City's civil service employees, unless required by law.

CHAPTER 11. NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS

Section 1. Purpose. The following restrictions are adopted in response to the City of Pharr's continual mission to provide its employees with a discrimination-free work environment and to further promote the longstanding Pharr Personnel Policy Manual

professional interaction between the City of Pharr employees and the general public.

Section 2. Managerial Staff and Subordinate Employees. Any ~~c~~City 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~~same ~~I~~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~~City reserves the authority to require clearance on background checks, physical, medical, and psychological examination, including a drug screening, in connection with any particular position.

Section 3. Applicants to be eligible for employment must also be in compliance with state and federal law.

Section 4. The ~~c~~City reserves the right to determine whether a job applicant is fit for the appointment to any particular position.

CHAPTER 14. ~~PERSONNEL RECORDS~~

Section 1. An employee's personnel records belong to the City of Pharr and not to the employee. An employee may request copies of his or her records, subject to the provisions of the ~~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~~irector or other designated personnel officer. Review and inspection of an employee's personnel file shall be under the supervision of the department ~~D~~irector 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 ~~d~~Director 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~~City, 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 ~~G~~cCity personnel records can lead to disciplinary action or even criminal liability exposure.

Section 3. The ~~c~~Gity 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~~irector 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~~Gity'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~~Gity'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 Citycity 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 cCity and is the most practicable and economical way of meeting workloads and deadlines.

Section 2. All overtime must be authorized by the department Ddirector 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 cCity 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 CCity of Pharr FLSA NonON-ExemptXEMPT personnel is allowed when, in the judgment of the employee's Department Directordepartment director, overtime is necessary.

Section 6. Department Directordirectors 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.

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

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

* 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 201.-COMPENSATORY TIME (FLSA)

Section 1. Compensatory time (comp time), like any overtime, must be pre-approved by the department ~~d~~Director or designated representative. Failure to secure pre-approval may be grounds for disciplinary action.

Section 2. Comp time will be credited at the rate of one and one-half (1 1/2) hours for each overtime hour worked in accordance with FLSA standards.

Section 3. Employees may request, or the department ~~d~~Director 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. Compensatory time may not be transferred from one employee to another.

Section 6. Department ~~Director~~directors are authorized to allow ~~a~~FLSA ~~Non-EXEMPT~~exempt 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 compensatory time ~~earned in accordance with federal law standards.~~

CHAPTER 212. ~~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 times 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 223.-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 234.-PAID TIME OFF: HOLIDAYS

Section 1. As of the adoption of this Manual, the recognized City holidays for the City'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 cCity’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 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:

- 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 City and the interest of the employees.
- E. Employees on annual leave are subject to be recalled to duty if in the discretion of City management the staffing needs of the City warrant such a recall.

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

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~~ ~~ee~~employee.

CHAPTER 256. -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 267. -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 and including termination.

Section 2. Sick leave accrual for eligible employees will be earned pro-rata at the rate of 10 hours per month of active employment.

Section 3. Sick leave will begin accruing on the date of initial employment for eligible employees.

Section 4. An employee must notify their ~~Department Director~~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~~City management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

Section 7. An employee on sick leave who uses up all accrued sick leave benefits may request annual leave and/or family and medical leave without pay.

Section 8. Sick leave shall be administered as follows:

- A. Sick leave will be credited pro-rata on the anniversary date of hire of each employee.
- B. Sick leave utilization for all eligible employees shall be charged in one (1) hour increments.
 - 1) The City Manager is authorized to modify the increments charged if such is necessary as a matter of administrative discretion. Any modification shall be done by a city-wide administrative directive.

Section 9. Sick Leave Abuse. City management may request and obtain verification of the circumstances surrounding use of sick leave from the employee at any time that sick leave is used, including but not limited to the requiring a presentation of a note from a recognized health care provider in connection with the utilization of sick leave time.

Section 10. An employee returning to work after taking sick leave in excess of two (2) working days shall submit a statement signed by a health care provider corroborating the legitimate utilization of sick leave by the employee within the same pay period of the absences in question.

Section 11. Further, an employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed, unless the utilization of sick leave is corroborated or excused by a health care provider in writing and submitted within the same pay period of the Holiday in question.

CHAPTER 278. -SICK LEAVE PAY-OUT

Section 1. Sick leave shall be paid out in accordance with the following conditions:

- A. **Upon Retirement.** If an employee retires from the City in good standing pursuant to the Texas Municipal Retirement System guidelines, and the employee upon retiring has worked the last ten (10) years consecutively with the City of Pharr, then that employee will be paid for accrued sick leave in the amount of ninety (90) work days, plus one hour for every two hours in excess of 90 days.
- B. Employees, who separate from employment prior to retirement, whether voluntarily or involuntarily, will not receive sick leave pay out.
- C. In the event a City employee dies, whether on or off duty, with accumulated sick leave, payment for such accumulated sick leave shall be equivalent to that of an employee who retired in good standing (provided that the ten (10) year requirement is stated above would not apply) and any pay-out shall be to the persons in the first applicable category:
 - 1) To the employee's beneficiary as designated in writing;
 - 2) To the employee's widow or widower;
 - 3) To the employee's child or children;
 - 4) To the employee's parent or parents or their survivors;
 - or
 - 5) To the employee's properly appointed legal representative of the employee's estate.

Section 2. Accrued sick leave that is paid at the time of retirement of employment will be paid at the permanent rate of pay of the individual employee.

CHAPTER 289. -ANNUAL LEAVE TO SICK LEAVE DONATION

Section 1. The cCity shall allow its employees the ability to donate accrued annual leave time for the benefit of another employee as sick leave as specified in this policy, once that employee's leave balances have been exhausted.

Section 2. All other paid leave of the employee receiving a donation must be exhausted before a donation of annual leave by another employee will be considered.

Section 3. Annual leave to sick leave donations may be implemented by a written request of a donating employee to the City Manager, specifying the amount of annual leave to be donated and the employee to whom the converted leave is being donated.

Section 4. Whether an annual leave to sick leave donation will be allowed, and the extent to which it is allowed in any particular case, shall fall within the sole and exclusive discretion of the City Manager.

Section 5. A donating employee who elects to donate accrued annual leave to be converted to sick leave for another employee shall have his or her annual leave accounted reduced by the amount of the donation. Donations shall be in increments of no less than eight (8) hours.

Section 6. Donated annual leave may not be taken back or otherwise returned to the donating employee. Donated annual leave, once donated, cannot be rescinded.

Section 7. Donated leave will be paid based on the hourly rate of the person receiving the donated hours.

CHAPTER 3029. -WORKERS' COMPENSATION INJURY LEAVE

Section 1. The cCity is a subscriber under the Workers' Compensation Act. As such, the full benefits of the workers' compensation laws apply to Citycity employees.

Section 2. The cCity 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 Gcity; 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~~ 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~~City. 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~~City management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

Section 8. A non-disciplinary separation of employment under this provision is subject to an administrative appellate review if properly invoked by the employee in accordance with appeal procedures contained in this ~~M~~anual.

CHAPTER 3~~10~~. - FAMILY AND MEDICAL LEAVE ACT (FMLA).

Section 1. The ~~G~~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~~Manual.

Section 3. The ~~c~~City's eligible employees are entitled to all leave, paid or unpaid, required by the Family and Medical Leave Act. FMLA leave shall qualify only under the following reasons, as defined by FMLA:

- A. To care for your child after birth, or placement for adoption or foster care;
- B. To care for your spouse, son, daughter, or parent, who has a serious health condition;~~or~~
- C. For a serious health condition that makes an employee unable to perform his or her job;~~;~~
- D. Because of a qualifying exigency arising out of the fact that a spouse, child, or parent is on active duty or called to active duty for the National Guard or Reserves;~~;~~
- E. Because the employee is a spouse, child, parent, or next of kin of a covered service member with a serious injury or illness.

Section 4.

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. ~~C~~ompensatory time;
- B. ~~S~~ick leave;
- C. ~~A~~nnual 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 ~~a~~Application for FMLA leave to their department ~~d~~Director as soon as possible prior to taking FMLA leave. If submission prior to taking leave it is not possible, the ~~A~~application must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department ~~d~~Director or from the personnel officer.

Section 10. The ~~c~~City requires medical certification to support a request for leave due to a serious health condition and may require additional medical opinions at the ~~c~~City's expense. If an employee fails to provide the required notice and medical certification, the ~~G~~city may deny the request for FMLA leave. An employee may also be required to furnish periodic reports on his or her status while on FMLA leave and of his or her intent to return to work.

Section 11. City Required FMLA Leave. When in the opinion of an employee's department ~~d~~Director, an employee's health is in such condition as to prevent the employee from performing assigned duties or as to present a significant health risk to other persons with whom the employee has contact in the course of the employee's job performance, an employee may, under the appropriate circumstances, be required to take FMLA leave. Such leave may be paid or unpaid, depending on the circumstances.

Section 12. Maintenance of City Benefits. The ~~G~~city will maintain the employee's health insurance coverage under the ~~c~~City'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~~Employee's responsibility to make arrangements to see that the premium payments continue to be made while the employee is on unpaid FMLA leave.

Section 14. When an employee returns to work from ~~a~~FMLA leave ~~status~~ attributable to their own qualifying health condition, he or she must present a Fitness for Duty Report from a health care provider to the department ~~D~~irector 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 323. 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 334. 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 345. ADMINISTRATIVE LEAVE; PAID OR UNPAID

Section 1. In addition to the foregoing types of leave, the City Manager or any department ~~d~~Director may place an employee on administrative leave at their supervisory discretion when circumstances call for such a measure.

Section 2. Administrative leave may be paid, or unpaid, but paid leave under this provision shall generally be allowed only when further investigation

into a contested matter is required before appropriate personnel action can be determined.

- A. If administrative leave with pay exceeds more than thirty (30) days, the employee will automatically move to an unpaid leave status.
- B. An employee on unpaid leave status may, upon written request and approval, utilize accrued paid time off in the form of comp time or annual ~~leavetime~~ 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 356. 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 367. 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~~Director, or City Manager as appropriate, is either unwilling or unable to remedy this inability is subject to the full range of adverse employment actions set forth herein, up to and including termination.

CHAPTER 378. 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~~City's health insurance plan, prior to January 1, 2009, shall be entitled to continued coverage at the municipality's expense not to exceed \$275.00 per month for the retiree, and fifty percent of the cost of coverage for the dependent or \$225.00 whichever is less. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's and dependent's health insurance. The ~~City~~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~~City's health insurance plan, that has been employed for not less than twenty (20) years with any municipality in the State of

Texas that participates in the Texas Municipal Retirement System, that was employed with the City of Pharr for not less than ten (10) consecutive years, and reaches the age of fifty (50), shall be eligible upon retirement to receive continued health coverage at the expense of the municipality not to exceed \$275.00 per month. A dependent of an eligible retired person under this subsection shall not receive continued coverage at the expense of the municipality. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's health insurance.

- 3) Any person employed with the cCity 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 cCity 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 cCity 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 367, 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 cCity.

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 cCity in writing by, not later than the date specified 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 cCity at that time.
- 2) The cCity 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 cCity.

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 cCity. If a bank draft is not made and the cCity is not reimbursed (to include NSF Fee), it will result in automatic cancellation of coverage at the earliest possible month. It is not the cCity's responsibility to ensure the cCity receives payment, that responsibility lies directly with the covered person.

Section 4. Lay-Offs.

- A. While rare, the cCity 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 389. DISCIPLINE POLICY GENERALLY

Section 1. Employee conduct shall be evaluated with regard to three primary criteria as follows:

- A. Job Performance;
- B. Personal Conduct (on duty time); and,
- C. Personal Conduct (off-duty but affecting duty status).

Section 2. Job Performance. Job Performance focuses on the ability to perform the functions of the job to which an employee is assigned. Those job functions may evolve over time, as the needs and work of the City change, and a component of job performance necessarily includes the ability, and the willingness, to adapt to the changes that are required from time to time for the cCity 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 4039. GROUNDS FOR DISCIPLINE

Section 1. A supervisor, a department director, or the City Manager as appropriate, may impose such discipline as is warranted under the circumstances of any particular case.

Section 2. Grounds for discipline include, but are not limited to the following types of misconduct:

A. Job Duty Related Conduct such as:

- 1) Excessive tardiness;
- 2) Excessive absenteeism;
- 3) Unauthorized absence;
- 4) Failure or inability to perform the duties of a job assignment;
- 5) Disobedience of lawful orders;
- 6) Neglect of or disregard of duties;
- 7) Failure to comply with any one or more of the City's policies, procedures, or directives set by management and/or supervisory personnel.

B. Social incompatibility conduct at work such as;

- 1) Insubordination or disrespectful conduct to a supervisor;
- 2) Confrontational or disrespectful conduct towards a co-worker or other employee;
- 3) Substance abuse, including alcohol;

C. Criminal conduct, whether on or off duty, such as:

- 1) Any misdemeanor complaint or indictment;
- 2) Any felony indictment;
- 3) Any misdemeanor deferred adjudication or conviction;
- 4) Any felony deferred adjudication or conviction.
- 5) Any conduct on duty that could constitute criminal misconduct if chargeable by prosecuting authorities, including falsification of records, acceptance of bribes, improper use of City property, and so forth.
- 6) Certain conduct off duty that could constitute criminal misconduct if chargeable by prosecuting authorities and which could bear a negative public perception about the qualifications of that employee to serve the City.

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

CHAPTER 4140. DISCIPLINARY & ~~TRAINING~~ PROCEDURE

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

Pharr Personnel Policy Manual - 48 -

to improve. However, the cCity 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 byto 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 412. 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 cCity premises (including parking lots) or worksites, in cCity vehicles, or while involved in Gcity 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 cCity 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 pPersonnel Officer prior to starting work or entering Gcity premises or worksites.
- B. The supervisor or pPersonnel Officer will decide if the employee may remain at work or on cCity pPremises 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~~City employee is involved in an accident of any type, which the employee is subject to any appropriate form(s) of testing allowed by law as soon after the accident but no more than two (2) hours after the accident, particularly if the accident has resulted in bodily injury to self or others and/or damage to property, ~~or injury to persons.~~
- D. **Random ~~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~~City will ~~utilize its best efforts to make every effort to~~ utilize a responsible drug and substance abuse testing laboratory that satisfies 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~~City from evaluating other incidental misconduct or performance issues that do not depend on the outcome of a test result.

Section 7. Discipline. Violations of the substance abuse policy will be grounds for termination.

Section 8. Treatment. Employees who believe they have a substance abuse problem are encouraged to seek treatment and counseling by any means possible, including through any available health plan benefits and the Employee Assistance Program that may be available through the ~~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 et seq.) ~~or~~ the Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code). Controlled substances include amphetamines, barbiturates, methadone, benzodiazepines, methaqualone, morphine, codeine, and anabolic steroids.
 - 1) A controlled substance is "unauthorized" if the employee does not have a valid prescription for that substance at the time of its use or possession.
- C. "City premises or worksites" include all property, buildings, structures, job sites (where an employee is working), parking lots, and means of transportation owned, leased, or otherwise used for ~~c~~City business including motor vehicles, equipment, or machinery.
- D. "Failing a drug test" is defined as a confirmation of initial test results which shows positive evidence of the presence of a prohibited substance in the body.
- E. "Passing a drug test" is defined as initial or confirmation test results which do not show evidence of the presence of an illegal drug or unauthorized controlled substance in the body.
- F. An employee who has a blood alcohol content of .05% while on duty will be presumed to be "under the influence of alcohol" and in violation of this policy.

Section 10. Acknowledgment of Compliance. Compliance with the City of Pharr's Alcohol and Drugs Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. ~~Current employees will be required to sign an acknowledgment of understanding which will become part of each employee's personnel file.~~

Section 10.

CHAPTER 423. 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~~City prohibits any form of sexual harassment, whether verbal or physical, and without regard to whether the harasser or the victim is a supervisor, coworker, supplier, or customer. Employees should be aware that the laws prohibiting sexual harassment also contemplate same gender harassment as illegal.

Section 3. Employees found to have engaged in sexual harassment will be disciplined, up to and including dismissal, depending on the severity of the misconduct.

Section 4. If the harasser is a supplier or customer, or other outside service provider, the City will take appropriate action to end the harassment and prevent future occurrences to the fullest extent of its authority.

Section 5. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Section 6. The following is a partial list of sexual harassment examples. Sexual harassment includes the following types of behavior, which is misconduct under the cCity'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 employees are at work, all employees are hereby notified that they need to adhere to professional and more formal standards of behavior towards coworkers, friends, and colleagues while at work.

Section 9. Reporting Requirements. An employee who reasonably believes that he or she is being subjected to conduct or behavior in violation of state or federal law, as recognized by this policy, must take action and report these concerns to appropriate supervisory personnel so that the concerns can be properly investigated and resolved.

CHAPTER 44. CITY EQUIPMENT AND PROPERTY

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

- A. Use of the cCity'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 through 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 cCity's address to receive personal mail. The cCity'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 cCity.

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

Section 6. All Other Equipment. All other cCity 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 cCity equipment must be reported to supervisory staff. An employee may be held responsible for the cost of replacing or repairing cCity 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 cCity that all employees required to operate motor vehicles in performance of cCity 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 cCity owned) in performance of cCity business must possess the appropriate driver's license and insurance as a condition of their employment. Employees operating their own vehicles must possess the appropriate driver's license and carry the minimum amount of vehicle insurance required by law.

- A. An employee whose duties require the operation of a motor vehicle or heavy equipment, but who does not possess the appropriate driver's license and/or the required insurance or is not insurable shall be terminated from employment for not meeting the minimum conditions to hold the position.
- B. Suspension or revocation of the driver's license of an employee who is required to operate a vehicle or equipment as a normal part of their job may ~~result in a transfer, if another position is available and if the employee qualifies for the position or, if no such transfer position is available, the~~ termination of employment.

Section 3. An employee whose duties involve the operation of a motor vehicle and who becomes physically or mentally unable to safely operate a motor vehicle may be transferred to another position within the cCity, if qualified and if one is available, or discharged.

Section 4. Any cCity employee required to operate a motor vehicle who is convicted of any of the followings s violations s 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 s 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~~City'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 ~~G~~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~~City. A good appearance is definitely an asset to the employee, to the City of Pharr, and to fellow employees. It is very important that all employees dress neatly and conservatively 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~~Director, his or her delegated representative, or the Human Resources designee determines that an employee's personal appearance does not correspond to the dress code policy, the employee may be asked to leave the workplace and not return until he or she is properly dressed or groomed. Employees will not be compensated for any time missed because of failure to comply with the policy. Failure to comply with the dress code policy may subject the employee to disciplinary action.

Section 2. Attire Grooming Requirements.

- A. Department ~~Director~~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 ~~e~~Employees must wear ~~a~~ blazers, suits or sport coats with dress collar shirt and a tie. An exception is made for the Police & Fire Chief who may wear uniforms.

C. Guidelines for Office Attire – Male Employees

- 1) Dress collar shirts must be worn no lower than the second button from the collar
- 2) All shirts must have a collar, must be tucked into the slacks and of conservative style and color
- 3) Dress slacks or khaki pants must be worn with a belt
- 4) Dress shoes, leather boots (worn with socks)
- 5) Blazers, suits or sport coats are acceptable, but not mandatory

D. Guidelines for Office Attire – Female Employees

- 1) Business dresses, coat dresses are allowed
- 2) ~~Two-piece~~ Two-piece pantsuits (no hosiery is required)
- 3) Dresses will not be any shorter than three (3) inches above the knee
- 4) Sleeveless dresses and blouses must be worn with a jacket or sweater
- 5) Slits will not be any shorter than five (5) inches above the knee
- 6) Shirts, blouses, sweaters, skirts and slacks of a conservative style and color
- 7) Blouse or shirt tails should be tucked into the pant or skirt
Blouse or shirt blocked tails do not have to be tucked into the pant or skirt

- 8) Blouse or shirt must be worn no lower than the second button from the collar

Section 4. Business Casual Attire. The business casual attire is an optional style of dress attire that is permitted in designated special tasks. The work environment and/or individual duties performed by the employee will dictate whether business casual attire is permissible. It is essential that employees who dress in a business casual attire understand and adhere to the cCity's expectations for the standard dress code. The dDepartment 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 dDepartment Director.
- D. Hats & Caps - No hats allowed inside the office setting. No caps with logos except those issued by the City of Pharr. Caps and visors must be worn correctly to serve their purpose. Caps and visors worn upside down, ~~—or—~~sideways, 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 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 cCity that public relations, contact with the media, releases of information, news releases and availability of cCity records and information shall be handled through a chain of command and in accordance with applicable law. Since a statement by any cCity employee to the public or to the news media may be interpreted as an official statement of the cCity administration, contact with the media, news releases and other releases of information concerning the cCity or any of its department is limited to managerial personnel given that responsibility.

Section 2. Public Appearances. Requests for a cCity employee to make a public appearance on behalf of the cCity shall be referred to the employee's dDepartment Ddirector 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 cCity 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 cCity. 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 cCity 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 cCity's Ordinance relating to the release or production of records.
- D. Requests for information, questions or statements by the news media concerning matters of Ccity 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 Ccity 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 Ccity, Ccity 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 Ccity 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 Ccity 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 Ccity secures goods or that provides services competitive with the cCity. To compete, directly or indirectly, with the Ccity 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 cCity, or to render other services in competition with the cCity.
- 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 cCity, under circumstances from which it might be inferred that such action was intended to influence, or possibly would influence, the individual in the performance of their duties.

- 1) This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and not related to any particular transaction or activity of the City.

D. Disclosure of inside information which causes a conflict of interest. To disclose or use information relating to the City's business for the personal profit or advantage of the individual or their immediate family. Disclosure of inside information will not be made by the employee, nor by their immediate family.

Section 3. Procedure. An employee may not use their position with the City for any personal gain other than allowable compensation and benefits received from the City. This prohibition includes financial gain, political gain, or other favors, benefits, or gifts sought or bestowed because of a person's position with the City.

Section 4. An employee may not engage in any other business or commercial activity or be employed in private enterprises if such activities interfere with the performance of their duties with the City.

Section 5. An employee seeking outside employment shall submit a request to their supervisor who will forward the request with a recommendation for approval or disapproval to the Department Director. Such request shall not be approved unless employment will not adversely affect the employee's job performance with the City, will not result in a conflict of interest, and will not adversely reflect on the City. The Department Director shall return the request to the employee indicating whether the request has been approved or disapproved. The employee may appeal the Department Director's decision by filing a grievance with the City Manager. The action decision of the City Manager is final.

Section 6. An employee will not borrow money from or otherwise exploit or take advantage of other City employees. Included in this prohibition are such activities as selling items to City employees or accepting gifts from fellow employees other than items of nominal value that are clearly tokens of respect or friendship.

Section 7. An employee shall not purchase goods, supplies, services or equipment for the City without following the City's purchasing procedures policy. An employee will not accept any personal benefit, remuneration, gifts or favors from outside vendors of material value.

Section 8. An employee shall not use City personnel, equipment or supplies for personal gain nor shall an employee do personal work on City time.

Section 9. An employee will not accept gifts from any person or firm that is doing or seeking to do business with the City under circumstances from which it might reasonably be inferred that the purpose of the gift is to influence the employee in the conduct of the City business with the donor. Such gifts should be returned with a note of explanation.

- A. However, employees are not prohibited from accepting advertising novelties such as pens, pencils, and calendars, or other gifts of nominal value when the circumstances clearly show that the gifts are offered for reasons of personal esteem and affection and are not related to any particular transaction or activity of the cCity.

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 pPersonnel Officer or designee.

CHAPTER 49. POLITICAL ACTIVITY

Section 1. General Policy. It is the policy of the cCity 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-tolerancezero-tolerance policy with respect to political activity of any type. Any violations of this policy shall subject allthe employee(s) to disciplinary action, up to and including termination.

CHAPTER 50. NO SMOKING POLICY

Section 1. General Policy. Smoking is not permitted in Citycity 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 Citycity'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 Citycity 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 Directordepartment 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 Citycity'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 Directordirector.
- 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 ~~Citycity~~ 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 ~~atby~~ 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 ~~Director~~directors are given wide discretion in the management of personnel within their ~~department, and~~department and are encouraged to use informal grievances and complaints brought in good faith as a source of information to better manage and administer their department.

CHAPTER 55. MISCELLANEOUS MATTER~~TRAVEL~~

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:

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

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 policy; ~~also previously~~ referred to as vacation leave.

Board of Commissioners – refers to the elected officials under the City Charter consisting of the Mayor and City Commissioners; ~~see also City Commission;~~

City - refers to the home rule municipality organized under the laws of the State of Texas known as the City of Pharr, Texas;

~~City Commission – refers to the elected officials under the City Charter consisting of the Mayor and City Commissioners; see also Board of Commissioners;~~

City Manager - refers to the City Manager appointed under the Charter or his or her designated representative.

City Management - refers to the City's management structure and includes all supervisory management personnel, at the level called for under the circumstances.

Department - refers to the administrative departmental structure of the ~~City~~city, 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 ~~City~~city's organizational structure.

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

Employee – any person who receives compensation for services rendered to the ~~City~~city and such compensation is treated as salary, wages, or benefits subject to taxation by the state or federal government.

Employees of the Same Level – refers to employees who do not exercise any authority over each other.

FMLA - refers to the Family Medical Leave Act.

FLSA - refers to the Fair Labor Standards Act;

Health Care Provider – for purposes of this PPM shall refer to a doctor of medicine or osteopathy who is licensed and authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices.

Holiday Pay – refers to a regular rate of pay for each ~~regular full-time employee~~respective 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

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 #: 6.C.

DATE SUBMITTED: January 16, 2020

MEETING DATE: January 20, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing reimbursement of expenditures on certain City Capital Projects to include the Raw Water Reservoir Expansion with City of Pharr, Texas Texas Water Development Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr will be issuing Revenue Bonds with Texas Water Development Board for several infrastructure projects and this resolution is needed to be able to start spending money for such projects and get reimbursed with future Bond proceeds.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 1/16/2020
Approved - 1/16/2020
Final Approval - 1/17/2020

RESOLUTION NO. _____

**RESOLUTION DECLARING EXPECTATION TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF FUTURE DEBT**

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR, TEXAS

§
§
§

WHEREAS, the City of Pharr, Texas (the “City”) intends to issue debt for the construction and improvements of certain public works to include: (i) Raw Water Reservoir Expansion and (ii) professional services rendered in connection with the above listed project (the “Project”).

WHEREAS, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS:

The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$5,000,000.

PASSED, APPROVED AND RESOLVED this the 20^h day of January 2020.

Mayor
City of Pharr, Texas

ATTEST:

City Secretary
City of Pharr, Texas

(SEAL)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: January 17, 2020

MEETING DATE: January 20, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing or removal of board member(s) of the Parks and Recreation Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Board chairman Juan "Johnny" Ramos wishes to step down as a board member for the Parks and Recreation Advisory Board.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 1/17/2020
Approved - 1/17/2020
Final Approval - 1/17/2020

THE STATE OF TEXAS

§

RESOLUTION

COUNTY OF HIDALGO

§

NO. R-2020-_____

CITY OF PHARR

§

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee; and

WHEREAS, Ordinance No. O-2017-36 amended Ordinance No. O-2017-22 increasing members from seven (7) to nine (9) members whose terms shall be five (5) members to serve a three (3) year term and four (4) members to serve a two (2) year term; and

WHEREAS, a vacancy has occurred due to the resignation of board member Johnny Ramos; and appointment of one (1) member is needed for the reminder of the unexpired term; and

WHEREAS, such member shall assume the duties, responsibilities, and powers provided by city ordinance.

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

The following person is hereby appointed as member of the Parks and Recreation Committee of the City of Pharr.

NAME:

LENGTH OF TERM:

1. _____

2-Year term (unexpired ending 06-05-21)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 10th day of January, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: January 17, 2020

MEETING DATE: January 20, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Hi-Line East Road, Cage Boulevard to Veterans Road, CSJ: 0921-02-375

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$211,558 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$86,351

Construction Direct State Costs: \$125,207

Total: \$211,558

Financial Consideration: Estimated Advance Funding Agreement is \$211,558.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Hi-Line East Road, Cage Boulevard to Veterans Road, CSJ: 0921-02-375.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney

Created/Initiated - 1/17/2020
Approved - 1/17/2020
Approved - 1/17/2020

Karla Moya
City Management Office

New - 10/18/2019

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
SURFACE TRANSPORTATION BLOCK GRANT PROJECT OFF-SYSTEM
HI-LINE EAST ROAD, CAGE BLVD. TO VETERANS RD.
CSJ: 0921-02-375
RCSJ: 0921-02-413**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening of Hi-Line East Road, Cage Blvd. to Veterans Rd., to 2 lanes with continuous left turn lane and shoulders**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Surface Transportation Block Grant Project Off-System, Hi-Line East Road, Cage Blvd. to Veterans Rd. CSJ: 0921-02-375 & RCSJ 0921-02-413; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$211,558** and authorizes initial payment in the amount of **\$86,351** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$86,351** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of January, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Project
Off-System**

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

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening of Hi-Line East Road, Cage Blvd. to Veterans Rd., to 2 lanes with continuous left turn lane and shoulders**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **Project will include Preliminary Engineering (Schematic, environmental document), ROW acquisition, utility adjustments and final design, plans, specifications and estimates (PS&E) to construct and widen to a two 14-foot lane roadway with continuous 16-foot left turn lane and shoulders from Cage Blvd. to Veterans Road, as shown on Attachment B.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbep/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600	AFA Not Used For Research & Development	
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.		

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

FOR REVIEW ONLY

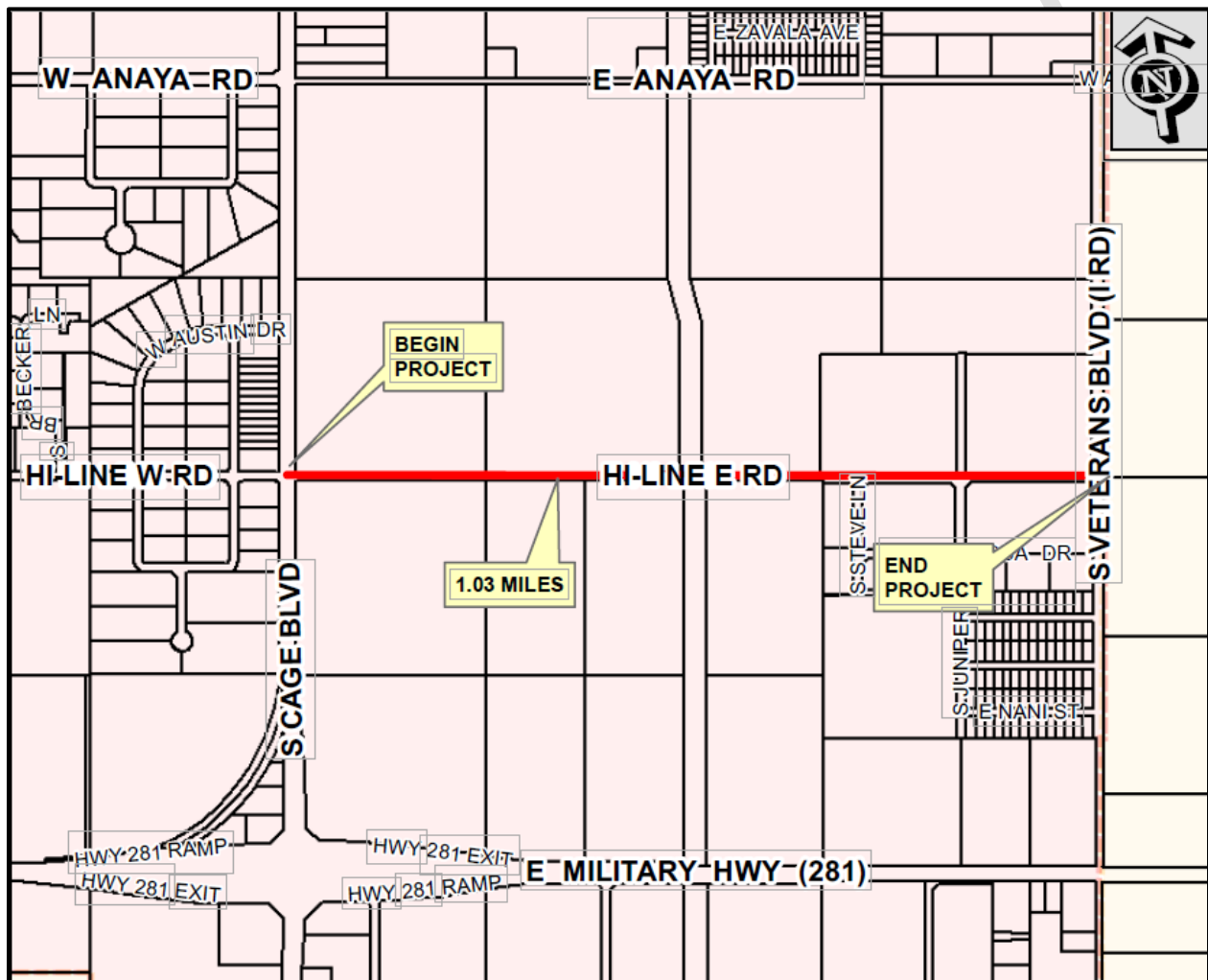
TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413		
District #	21-PHR	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600		
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.	AFA Not Used For Research & Development	

ATTACHMENT B LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-375	CFDA No.	20.205
RCSJ#	0921-02-413	CFDA Title	Highway Planning and Construction
District #	21-PHR		
Code Chart 64 #	32600	AFA Not Used For Research & Development	
Project Name	Hi-Line East Road, Cage Blvd. to Veterans Rd.		

ATTACHMENT C PROJECT BUDGET

The cost for Right-of-Way (ROW) and construction totals \$4,523,551 which includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds and local funds. For ROW (Category 7), costs will be 80% Federal share and 20% Local Government. Considering an 90% Economically Disadvantaged County Program reduction to the project's construction and construction engineering costs, the federal share is 80%, the state share is 18% and the local government share is 2% for these costs. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), environmental, direct state costs for environmental, ROW, engineering, utilities and all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG) - Funded 100% by local	\$204,504	0%	\$0	0%	0%	\$0	100%	100%	\$204,504
ROW (by LG) Cat 7	\$350,000	80%	\$280,000	0%	0%	\$0	20%	20%	\$70,000
ROW (by LG) 100% Local	\$40,420	0%	\$0	0%	0%	\$0	100%	100%	\$40,420
Utilities (by LG) 100% Local	\$769,300	0%	\$0	0%	0%	\$0	100%	100%	\$769,300
Construction (by LG) Cat 7	\$4,173,551	80%	\$3,338,840	0%	18%	\$751,239	20%	2%	\$83,471
Subtotal	\$5,537,775		\$3,618,840			\$751,239			\$1,167,695
Environm. Direct State Costs (20%)	\$12,270	0%	\$0	0%		\$0	100%	100%	\$12,270
Right of Way Direct State Costs (5%)	\$3,067	0%	\$0	0%		\$0	100%	100%	\$3,067
Engineer. Direct State Costs (70%)	\$42,946	0%	\$0	0%		\$0	100%	100%	\$42,946
Utility Direct State Costs (5%)	\$3,068	0%	\$0	0%		\$0	100%	100%	\$3,068
ROW Direct State Costs (ROW Division review and oversight) by LG	\$25,000	0%	\$0	0%	0%	\$0	100%	100%	\$25,000
Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG	\$125,207	0%	\$0	0%	0%	\$0	100%	100%	\$125,207
Indirect State Costs (4.52%)	\$250,307	0%	\$0	100%	100%	\$250,307	0%	0%	\$0
Subtotal	\$461,865		\$0			\$250,307			\$211,558
TOTAL	\$5,999,640		\$3,618,840			\$1,001,547			\$1,379,253

Initial payment by the Local Government to the State: **\$ 86,351**

Payment by the Local Government to the State before construction: **\$ 125,207**

Estimated total payment by the Local Government to the State: **\$211,558**

This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Wastewater Treatment Plant Oxidation Ditch No. 2 and Electrical Improvements. (Project #1920-61-587-C002-242)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr's Wastewater Treatment Plant Oxidation Ditch Number 2 is in need of structural repairs to the concrete basin and Electrical Repairs, and proposes to convert the existing surface aeration system to a diffused air system which will improve the energy efficiency of the biological oxidation process of the wastewater and provide more operational redundancy of the Wastewater Treatment Plant, to continue to provide and Annual Average Daily Flow of 8 Million Gallons Per Day.

Financial Consideration: Engineer's Estimate \$5.4M

Staff Recommendation: Staff Recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua

Veronica Gutierrez

Karla Moya

City Management Office

Veronica Gutierrez

Created/Initiated - 1/14/2020

Approved - 1/14/2020

Approved - 1/15/2020

Approved - 1/17/2020

Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Single Machine Repaving Project Year 5. (Project #1920-40-510-C006-105)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This request is to advertise for bids for Year 5 of the Single Machine Repaving Project.

Financial Consideration: Estimated total construction cost for the Single Machine Repaving Project Year 5 is \$3.9 million.

Staff Recommendation: Staff recommends to advertise for bids for the above referenced project.

Alternatives: NA

ROUTING:

Omar Anzaldua

Created/Initiated - 1/14/2020

Omar Anzaldua

Approved - 1/14/2020

Veronica Gutierrez

Approved - 1/17/2020

Karla Moya

Approved - 1/17/2020

City Management Office

Final Approval - 1/17/2020

City of Pharr

Paving Map



Streets

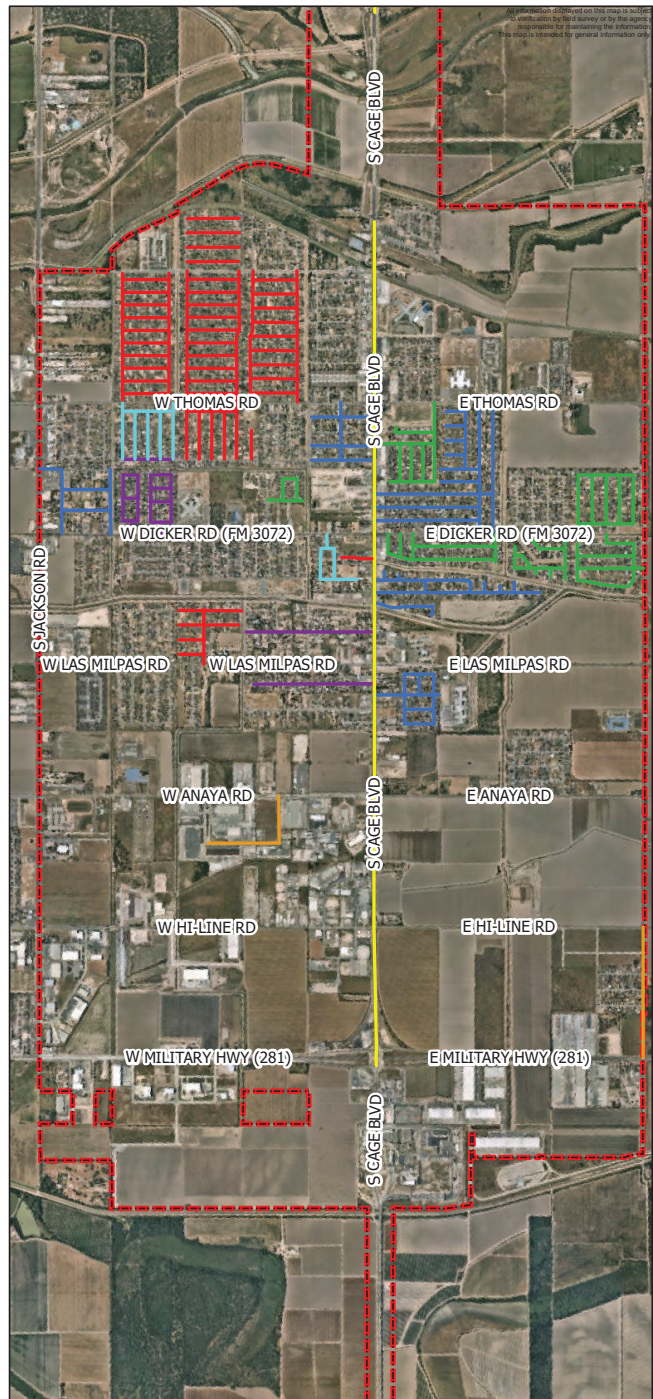
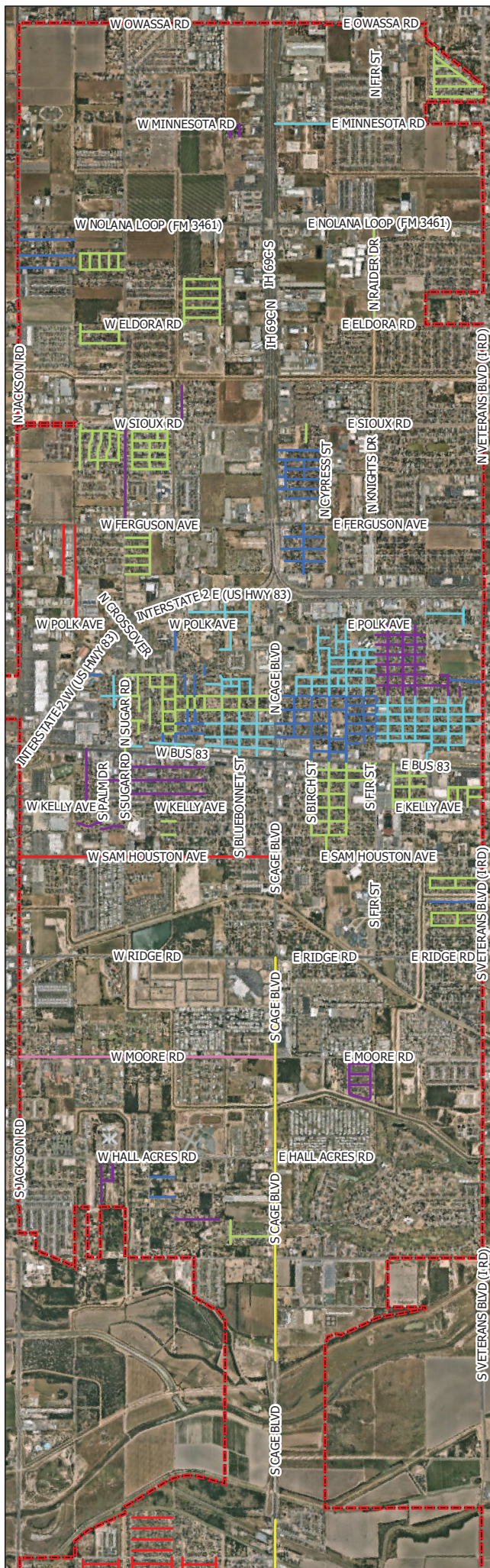
- 10.17 Miles Year 3 (FY 17-18)
- 18.59 Miles Year 2 (FY 16-18)
- 6.33 Miles Year 1 Phase B (FY 16-17)
- 18.04 Miles Year 1 Phase A (FY 15-16)
- 0.95 Miles Public Works
- 1.28 Miles W Moore Rd (FY 16-17)
- 5.23 Miles TXDOT Cage Blvd
- 13.50 Miles Proposed Paving Year 4 (FY 18-19)
- 13.33 Miles Y5 Repaving



Scale: 1 inch = 2,500 feet



City of Pharr, Texas
Engineering Department
956.402.4221





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on permission to advertise for Requests for Qualifications for Construction Management Services for Pharr City Hall Renovation and Improvement Project and granting permission to the City Manager to negotiate and enter into a contract for such services. (Project #1920-01-510-S019-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to expedite the construction and meet the deadlines set out by the commission the best route is to hire a construction manager to streamline the process and simultaneously work with the architect.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/14/2020
Approved - 1/14/2020
Approved - 1/15/2020
Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Moises Beas

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Deductive Change Order No. 2 in the amount of \$1,763.80 and final acceptance of the Thomas Road - Left Turn Lane Construction Project, and release of final payment and retainage in the amount of \$30,887.98. (Project No. 1718-39-510-C009-252)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: M.J.A. Construction, LLC has completed the Thomas Rd. Left Turn Lane Construction project. A final inspection was held on May 31, 2019 and improvements were completed according to plans and specifications. Deduct Change Order No. 2 is for final reconciliation of quantities.

Financial Consideration: **FINANCIAL CONSIDERATION**

Construction Contract: \$254,657.59

Change Order #1: \$8,102.80

Change Order #2: \$-1,763.80

Revised Contract: \$260,996.59

Final Payment and Retainage in the amount of **\$30,887.98**

Staff Recommendation: Staff recommends approval of deductive change order No. 2 in the amount of \$1,763.80 and acceptance of project and release of final payment and retainage in the amount of \$30,887.98

Alternatives:

ROUTING:

Moises Beas	Created/Initiated - 1/15/2020
Omar Anzaldua	Approved - 1/15/2020
Patricia Rigney	Approved - 1/16/2020
Karla Moya	Approved - 1/16/2020
City Management Office	Final Approval - 1/17/2020



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON May 31, 2019 A FINAL INSPECTION was made of the project herein described.

CONTRACT: City of Pharr- Thomas Rd. Left Turn Lane
BID NO.: 1718-39-510-C009-252
CONTRACT DATE: 11/28/2018
CONTRACTOR: M.J.A. Construction, LLC
ADDRESS: 3100 Hackberry Ave., Mission, Tx. 78574
PROJECT DESCRIPTION: City of Pharr- Thomas Rd. Left Turn Lane Project No. 1718-39-510-C009-252

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ <u>254,657.59</u>
Change Orders	\$ <u>6,339.00</u>
Current Contract	\$ <u>260,996.59</u>
Total Earned to Date	\$ <u>260,996.59</u>
Less Previous Payments (-)	\$ <u>230,108.61</u>
Balance with Retainage	\$ <u>30,887.98</u>
Authorized Deductions (-)	\$ <u>0</u>
Final Payment	\$ <u>30,887.98</u>

6. That the **Final Payment** in the amount of \$(30,887.98)
(Thirty Thousand Eight Hundred Eighty Seven Dollars and Ninety Eight Cents)
is due and payable.

R. Gutierrez Engineering Corporation
Engineering Company

Rain [Signature]
Project Engineer's Signature

APPROVED BY:

M.J.A. Construction, LLC/Sonya A. Gonzalez
Contractor

[Signature]
Signature

12/11/2019
Date

APPROVED BY:

Omar Anzaldue Jr
City Engineer

[Signature]
Signature

1-15-20
Date

**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me, the undersigned Notary Public for said County and State SONYA A. GONZALEZ, (Name of Individual), GENERAL MANAGING MEMBER (Title) of M.J.A. CONSTRUCTION, LLC, (Prime Contractor), who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of PROJECT NO.1718-39-510-C009-252 Contract for the construction of improvements at THOMAS ROAD – LEFT TURN LANES (Name of Project), have been paid in full and that the above named Prime Contractor waives any claims and released CITY OF PHARR (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify the Owner and save him harmless on account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien he may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

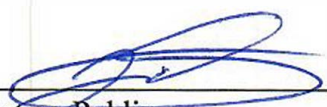
M.J.A. CONSTRUCTION, LLC
(Prime Contractor)

By: 
SONYA A. GONZALEZ

Title: GENERAL MANAGING MEMBER

Date: 09/16/2019

Sworn to and subscribed before me
this 16th day of September, 2019.


Notary Public

My Commission Expires: 04/22/2023



**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me the undersigned authority in and for said County and State
Lisa Carlos (Name of Individual), Vice president (Title) of
L & R READY MIX. LLC (Company), who, being duly sworn by me states on oath that all bills
for labor and products, sales tax, privilege tax or license, old age benefits tax, state and federal
unemployment insurance and other liability have been paid in full, or that funds are in hand to
discharge such liabilities when due, incurred in the performance of its Subcontract for furnishing
labor or products in the construction of improvements at THOMAS ROAD – LEFT TURN
LANES PROJECT NO. 1718-39-510-C009-252, upon receipt of check in the amount \$0 (Zero
dollars), the undersigned company waives any claims and releases CITY OF PHARR (Owner)
and M.J.A. CONSTRUCTION, LLC (Contractor) from any rights or claims for debts due and
owing by virtue of the furnishing of any labor or products and any lien therefore.

L & R Ready Mix
(Name of Company)

By: Lisa Carlos
Type/Print Name

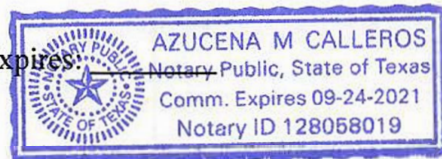
Title: Vice-President

Date: September 16, 2019

Sworn to and subscribed before me
this 16 day of Sept, 2019.

Azucena M. Calleros
Notary Public

My Commission Expires:



**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me the undersigned authority in and for said County and State
Lisa Carlos (Name of Individual), Vice-president (Title) of
L & R PRECAST CONCRETE WORKS, INC. (Company), who, being duly sworn by me states
on oath that all bills for labor and products, sales tax, privilege tax or license, old age benefits
tax, state and federal unemployment insurance and other liability have been paid in full, or that
funds are in hand to discharge such liabilities when due, incurred in the performance of its
Subcontract for furnishing labor or products in the construction of improvements at THOMAS
ROAD – LEFT TURN LANES PROJECT NO. 1718-39-510-C009-252, upon receipt of check
in the amount \$0 (Zero dollars), the undersigned company waives any claims and releases
CITY OF PHARR (Owner) and M.J.A. CONSTRUCTION, LLC (Contractor) from any rights
or claims for debts due and owing by virtue of the furnishing of any labor or products and any
lien therefore.

L & R Precast Concrete Works
(Name of Company)

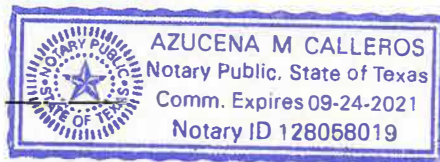
By: Lisa Carlos
Type/Print Name

Title: Vice-President

Date: September 16, 2019

Sworn to and subscribed before me
this 16 day of September, 2019.

Azucena M. Calleros
Notary Public
My Commission Expires:



**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me the undersigned authority in and for said County and State

Larry Hinojosa (Name of Individual), Sales Admin. (Title) of
RIO VALLEY PIPE, LLC (Company), who, being duly sworn by me states on oath that all bills
for labor and products, sales tax, privilege tax or license, old age benefits tax, state and federal
unemployment insurance and other liability have been paid in full, or that funds are in hand to
discharge such liabilities when due, incurred in the performance of its Subcontract for furnishing
labor or products in the construction of improvements at THOMAS ROAD – LEFT TURN
LANES PROJECT NO. 1718-39-510-C009-252, upon receipt of check in the amount \$0 (Zero
dollars), the undersigned company waives any claims and releases CITY OF PHARR (Owner)
and M.J.A. CONSTRUCTION, LLC (Contractor) from any rights or claims for debts due and
owing by virtue of the furnishing of any labor or products and any lien therefore.

Rio Valley Pipe
(Name of Company)

By: Larry Hinojosa
Type/Print Name

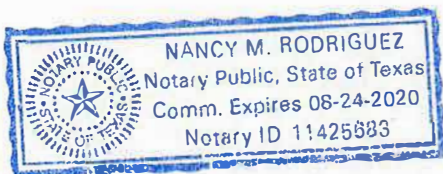
Title: Sales Admin

Date: 9-16-19

Sworn to and subscribed before me
this 16th day of Sept, 2019.

[Signature]
Notary Public

My Commission Expires: 8-24-20



**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF TEXAS

COUNTY OF HILDAIGO

Personally appeared before me the undersigned authority in and for said County and State

E.E. Forshage III (Name of Individual), President (Title) of
FRONTERA MATERIALS (Company), who, being duly sworn by me states on oath that all
bills for labor and products, sales tax, privilege tax or license, old age benefits tax, state and
federal unemployment insurance and other liability have been paid in full, or that funds are in
hand to discharge such liabilities when due, incurred in the performance of its Subcontract for
furnishing labor or products in the construction of improvements at THOMAS ROAD – LEFT
TURN LANES PROJECT NO. 1718-39-510-C009-252, upon receipt of check in the amount
\$0 (Zero dollars), the undersigned company waives any claims and releases CITY OF PHARR
(Owner) and M.J.A. CONSTRUCTION, LLC (Contractor) from any rights or claims for debts
due and owing by virtue of the furnishing of any labor or products and any lien therefore.

Frontera Materials Inc
(Name of Company)

By: [Signature]
Type/Print Name

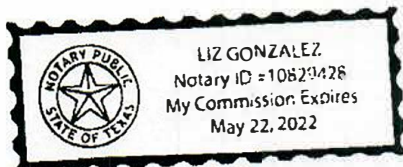
Title: President

Date: 9/20/19

Sworn to and subscribed before me
this 20th day of September, 2019.

[Signature]
Notary Public

My Commission Expires: 5-22-2022



**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me the undersigned authority in and for said County and State
Guadalupe Salinas (Name of Individual), President (Title) of
VALLEY STRIPING CORP (Company), who, being duly sworn by me states on oath that all
bills for labor and products, sales tax, privilege tax or license, old age benefits tax, state and
federal unemployment insurance and other liability have been paid in full, or that funds are in
hand to discharge such liabilities when due, incurred in the performance of its Subcontract for
furnishing labor or products in the construction of improvements at THOMAS ROAD – LEFT
TURN LANES PROJECT NO. 1718-39-510-C009-252, upon receipt of check in the amount
\$0 (Zero dollars), the undersigned company waives any claims and releases CITY OF PHARR
(Owner) and M.J.A. CONSTRUCTION, LLC (Contractor) from any rights or claims for debts
due and owing by virtue of the furnishing of any labor or products and any lien therefore.

Valley Striping Corp
(Name of Company)

By: [Signature] Guadalupe Salinas
Type/Print Name

Title: President

Date: 12/02/19

Sworn to and subscribed before me
this 02 day of DEC, 2019.

[Signature]
Notary Public

My Commission Expires: 04-12-23



**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

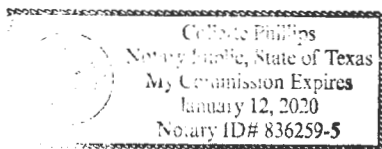
STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me the undersigned authority in and for said County and State

Ed Schroeder, Vice-Pres, (Name & Title) of AUSTIN TRAFFIC SIGNAL

CONSTRUCTION COMPANY INC. (Company), who, being duly sworn by me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liability have been paid in full, or that funds are in hand to discharge such liabilities when due, incurred in the performance of its Subcontract for furnishing labor or products in the construction of improvements at THOMAS ROAD – LEFT TURN LANES PROJECT NO. 1718- 39-510-C009-252, upon receipt of check in the amount \$0 (Zero dollars), the undersigned company waives any claims and releases CITY OF PHARR (Owner) and M.J.A. CONSTRUCTION, LLC (Contractor) from any rights or claims for debts due and owing by virtue of the furnishing of any labor or products and any lien therefore.



Austin Traffic Signal Const. Co., Inc # 2148
(Name of Company)

By: [Signature]
Name Ed Schroeder

Title: Vice-Pres

Date: Dec 12, 2019

Sworn to and subscribed before me
this 12 day of December, 2019.

Calista Phillips
Notary Public

My Commission Expires: 01-12-20

Payment Request No. 3 Final - Retainage
Period: 05/22/2019 to 05/31/2019

Owner: City of Pharr
118 S. Cage
Pharr, Texas 78577

Contractor: MJA Construction, LLC
3100 Hackberry Ave.
Mission, Texas 78574

Project: Thomas Road - Left Turn Lanes
Bid No 1718-39-510-C009-252

Original Contract Amount: \$254,657.59
Change Orders: \$6,339.00
Contract Amount to Date: \$260,996.59
Total to Date: \$260,996.59
Total Stored to Date: _____
Total to Date: \$260,996.59
Retainage: \$0.00
Total Due Less Retainage: \$260,996.59
Less Previous Payments: \$230,108.61
Current Payment Due: \$30,887.98

Percent Completed: 100.00%

Original Contract Time (Days): 30

Change Orders (days): _____

Notice to Proceed 11/28/2018

Substantial Completion Date 1/28/2019

Contract Time Used 916.67%

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
1	\$8,102.80			
2		\$1,763.80		
Total	\$8,102.80	\$1,763.80		

* Provide Documentation

Attachment "B"



Contractor:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

Signature: [Signature] Date: 12/13/19

Subscribed and sworn before me this 13th day of December 2019

The above person appeared before me, the undersigned Notary Public and provided satisfactory evidence of identification to be the person signed the document, my presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.

Attachment "A"

Notary Public:

Construction Manager or Engineer of Record

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Construction Manager certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated. The quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: [Signature] Date: 12/16/19

Approved:

Reserved

Signature _____ Date _____

Omar Anzaldúa Jr., PE
City Engineer

Signature _____ Date _____

Sandra Zamora, CPM
Purchasing Director

Signature _____ Date _____

Edward M. Wylie
Deputy City Manager

Signature _____ Date _____

Alex Meade
City Manager

Signature _____ Date _____

Karla Moya
Finance Director

Signature _____ Date _____

Attachment "A"
Tabulation of Contact Work Performed

		Contract				This Period		Total To Date	
Item No.	Description	Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
1	EXCAVATION (ROADWAY)	CY	1060	\$8.20	\$8,692.00	0	\$0.00	1060	\$8,692.00
2	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	75	\$4.00	\$300.00	0	\$0.00	75	\$300.00
3	CELL FIBER MULCH SEED (TEMP) (URBAN) (CLAY)	SY	2217	\$0.89	\$1,973.13	0	\$0.00	2217	\$1,973.13
4	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY)	SY	2217	\$0.89	\$1,973.13	0	\$0.00	2217	\$1,973.13
5	FLEXIBLE BASE (CMP IN PLC) (TYE GR 4) (FNAL POS)	CY	960	\$10.20	\$9,792.00	0	\$0.00	960	\$9,792.00
6	LIME TRT BASE (12")	SY	3260	\$3.05	\$9,943.00	0	\$0.00	3260	\$9,943.00
7	LIME TRT SUBGRADE (12")	SY	3640	\$3.05	\$11,102.00	0	\$0.00	3640	\$11,102.00
8	LIME	TON	106	\$260.00	\$27,560.00	0	\$0.00	106	\$27,560.00
9	PRIME COAT (MC-30)	GAL	954	\$8.25	\$7,870.50	0	\$0.00	954	\$7,870.50
10	ASPHALT (AC-10 OR HFRS-2P)	GAL	954	\$12.50	\$11,925.00	0	\$0.00	0	\$0.00
11	AGGREGATE (TY PB GR 5)	CY	27	\$19.00	\$513.00	0	\$0.00	0	\$0.00
12	DENSE GRADED HOT MIX (TY D) (1 1/2") (SMALL QTY)	SY	3176	\$11.25	\$35,730.00	0	\$0.00	3176	\$35,730.00
13	CONC (CL C) (CONC COLLAR)	CY	2	\$160.00	\$320.00	0	\$0.00	2	\$320.00
14	RIPRAP (CONC) (CL A) (4 IN)	CY	7.5	\$150.00	\$1,125.00	0	\$0.00	7.5	\$1,125.00
15	RC PIPE (CL III) (18 IN) (SPL)	LF	672	\$36.00	\$24,192.00	0	\$0.00	672	\$24,192.00
16	INLET (TY C)	EA	3	\$2800.00	\$8,400.00	0	\$0.00	3	\$8,400.00
17	SAFETY END TREATMENT (TY II) (18 IN) (6-1) (P)	EA	13	\$750.00	\$9,750.00	0	\$0.00	13	\$9,750.00
18	BARRICADES, SIGN S, & TRAFFIC HANDLING	MO	2	\$3000.00	\$6,000.00	0	\$0.00	2	\$6,000.00
19	CONSTRUCTION EXIT (INSTALL) (TY 2)	SY	336	\$14.28	\$4,798.08	0	\$0.00	336	\$4,798.08
20	CONSTRUCTION EXIT (REMOVE)	SY	336	\$2.38	\$799.68	0	\$0.00	336	\$799.68
21	TEMP SEDIMENT CONTROL FENCE (INSTALL)	LF	372	\$3.00	\$1,116.00	0	\$0.00	372	\$1,116.00
22	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	372	\$1.00	\$372.00	0	\$0.00	372	\$372.00
23	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	12	\$15.00	\$180.00	0	\$0.00	12	\$180.00
24	BIODEG EROSN CONT LOGS (REMOVE)	LF	12	\$2.00	\$24.00	0	\$0.00	12	\$24.00
25	CONC CURB & GUTTER (TY A) (BARRIER)	LF	158	\$11.00	\$1,738.00	0	\$0.00	158	\$1,738.00
26	CONC CURB & GUTTER (VALLEY GUTTER) (6-FT)	LF	176	\$54.00	\$9,504.00	0	\$0.00	176	\$9,504.00
27	DRIVEWAYS (CONCRETE)	SY	66	\$45.00	\$2,970.00	0	\$0.00	66	\$2,970.00
28	DRIVEWAYS (ASPHALT)	SY	597	\$36.00	\$21,492.00	0	\$0.00	597	\$21,492.00
29	CURB RAMPS (TY 1)	EA	4	\$375.00	\$1,500.00	0	\$0.00	4	\$1,500.00
30	CURB RAMPS (TY 5)	EA	2	\$840.00	\$1,680.00	0	\$0.00	2	\$1,680.00
31	CONDUIT (PVC) (SCH 40) (1 IN)	LF	230	\$3.174	\$730.42	0	\$0.00	230	\$730.42
32	CONDUIT (PVC) (SCH 40) (2 IN)	LF	100	\$23.00	\$2,300.00	0	\$0.00	100	\$2,300.00
33	GROUND BOX (TY A) W/ APRON	EA	4	\$1,115.50	\$4,462.00	0	\$0.00	4	\$4,462.00
34	INSTALL SM ROSS SGN ASSEM (TY FRP) (1) (UA) (P)	EA	6	\$300.00	\$1,800.00	0	\$0.00	6	\$1,800.00
35	REMOVE SM ROSS SGN ASSEM	EA	5	\$500.00	\$2,500.00	0	\$0.00	5	\$2,500.00
36	REFL PAV MKTY I (W) 24" (SLD) (100 MIL)	LF	48	\$6.90	\$331.20	0	\$0.00	48	\$331.20
37	REFL PAV MKTY I (W) 12" (SLD) (100 MIL)	LF	166	\$3.45	\$572.70	0	\$0.00	166	\$572.70
38	REFL PAV MKTY I (W) 8" (SLD) (100 MIL)	LF	293	\$1.73	\$506.89	0	\$0.00	293	\$506.89
39	REFL PAV MKTY I (Y) 4" (SLD) (100 MIL)	LF	2400	\$0.74	\$1,776.00	0	\$0.00	2400	\$1,776.00
40	REFL PAV MKTY I (Y) 8" (SLD) (100 MIL)	LF	276	\$1.73	\$477.48	0	\$0.00	276	\$477.48
41	PREFAB PAV MKTY C (W) (ARROW)	EA	4	\$230.00	\$920.00	0	\$0.00	4	\$920.00
42	PREFAB PAV MKTY C (W) (DBL ARROW)	EA	4	\$460.00	\$1,840.00	0	\$0.00	4	\$1,840.00
43	PREFAB PAV MKTY C (W) (WORD)	EA	4	\$316.25	\$1,265.00	0	\$0.00	4	\$1,265.00
44	REFL PAV MKR TY I-C	EA	16	\$5.75	\$92.00	0	\$0.00	16	\$92.00
45	REFL PAV MKR TY II -A-A	EA	114	\$5.75	\$655.50	0	\$0.00	114	\$655.50
46	TRAFFIC SIGNAL CABLE (TY A) (14 AWG) (2-COND)	LF	1200	\$2.06	\$2,472.00	0	\$0.00	1200	\$2,472.00
47	TRAFFIC SIGNAL CABLE (TY C) (14 AWG) (2-COND)	LF	530	\$2.07	\$1,097.10	0	\$0.00	530	\$1,097.10
48	VEHICLE LOOP DETECTOR (SAW-CUT)	LF	574	\$13.80	\$7,921.20	0	\$0.00	574	\$7,921.20
	Change Order No. 1	EA				1	\$8,102.80	1	\$8,102.80
	Change Order No. 2	EA				1	-\$1,763.80	1	-\$1,763.80
Subtotal					\$254,657.59				
SUBTOTAL CONSTRUCTION					\$254,657.59		\$6,339.00		\$248,558.59
GRAND TOTAL					\$254,657.59		\$6,339.00		\$248,558.59

Attachment "B"
Progress Payment Period (Adverse Weather Day)

Date	Description	
12/7/2018	Rain Day	1
12/12/2018	Rain Day	1
12/13/2018	Rain Day	1
12/24/2018	Holiday	1
12/25/2018	Holiday	1
12/31/2018	Holiday	1
1/1/2019	Holiday	1
1/2/2019	Rain Day	1
1/15/2019	Rain Day	1
1/16/2019	Rain Day	1
1/17/2019	Rain Day	1
	Schedule conflict w/ Valley Striping &	
1/18-23/2019	Austin Traffic Signal (Cage/Thomas reopen)	4
1/25/2019	Rain Day	1
1/30/2019	Rain Day	1
1/31/2019	Rain Day	1
2/2/2019	Rain Day	1
2/8/2019	Rain Day	1
2/11/2019	Rain Day	1
2/12-13/2019	Waterline Breakage Cleanup	2
2/19/2019	Rain Day	1
	Total	24



CHANGE ORDER

Contractor: M.J.A. Construction, LLC

Change Order No.: 2

Project: Thomas Road - Left Turn Lane Construction Project

Date: 1/3/2020

Project # C1718-39-510-C009-252

Notice to Proceed Date: 11/28/2018

Change Order Amount: \$ (1,763.60)

You are directed to make the following changes in the Contract Documents:

Reconciliation of final quantities.

Reason for Change Order:

Reconciliation of final quantities.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 254,657.59	Original Completion Date: _____
Previous Change Order: (+/-)	\$ 8,102.80	Additional Days: <u>0</u>
This Change Order: (+/-)	\$ (1,763.80)	Revised Completion Date: _____
Revised Contract Amount:	\$ 260,996.59	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Sonya Gonzalez

Contractor

[Signature]
Authorized Signature

1/3/2020
Date

Recommended:

Ramiro Gutierrez, P.E.

Project Engineer

[Signature]
Authorized Signature

1/6/2020
Date

Omar Anzaldue Jr., PE, CFM, PMP, CCM

City Engineer

[Signature]
Authorized Signature

1/14/19
Date

Approved:

Edward M. Wiley

Interim City Manager

Authorized Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: January 17, 2020

MEETING DATE: January 20, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase new furniture for the Pharr Civic Center administrative offices through Lone Star Furnishing using Buyboard Contract 584-19. (Project #1920-39-510-P011-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Renovations for the Pharr Civic Center are nearing completion and the facility will need to be completely newly furnished.

Areas include: All the administrative offices

Financial Consideration: The financial cost will be \$99,864.86

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Elva Guajardo

Created/Initiated - 1/17/2020

Sergio Alanis

Approved - 1/17/2020

Veronica Gutierrez

Approved - 1/17/2020

Karla Moya

Approved - 1/17/2020

Hilda Pedraza

Approved - 1/17/2020

City Management Office

Final Approval - 1/17/2020



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
	TAG: 101				
HON - HFTB17N.PR8	X-BASE/24" x 60" TOP - STANDARD FINISHES - PAINT SILVER TEXTURE	1	488.53	MARTIN...	488.53
HON - HFTLA2460.GDP.N.LPT1	FLOCK 24" x 60" RACETRACK LAMINATE TOP - GRADE 2 STANDARD FINISHES; LAMINATE: PORTICO TEAK	1	210.91	MARTIN...	210.91
HON - HFTLS24.N.O.LPT1.TS....	FLOCK 24 CUBE TABLE; LAMINATE: PORTICO TEAK, TAPERED SQUARE LEG, PAINT: SILVER TEXTURE	3	571.22	MARTIN...	1,713.66
HON - HML1SDF	HML1SDF.A.UR10.APX15.TS.PR8 GROVE SERIES SINGLE SEAT LOUNGE CHAIR, DUAL FABRIC, 31.5"D X 35"W X 29.25"H	6	860.57	MARTIN...	5,163.42
	TAG: 102				
HON - HIEH2	HIEH2.A.H.U.UR10.T.SB IGNITION SERIES EXECUTIVE HIGH BACK CHAIR, 41"D X 27.5"W X 47"H	1	419.25	MARTIN...	419.25
	TAG: 103				
HON - HIWMM	HIWMM.Y1.A.H.IM.UR10.NL.SB.T IGNITION MID-BASK TASK CHAIR, ILIRA BACK, 28.5"D X 27"W X 44.5"H STANDARD BASE	1	328.42	MARTIN...	328.42

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10586L	H10586L.LPT1LPT1 10500 SERIES LEFT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H - GRADE L2 STANDARD LAMINATE; LAMINATE PORTICO TEAK	1	639.91	MARTIN...	639.91
HON - H10545R	H10545R.LPT1LPT1 10500 SERIES RIGHT BOX/FILE 3/4 PEDESTAL CREDENZA , 72"W X 24"D X 29-1/2"H; LAMINATE: PORTICO TEAK	1	553.18	MARTIN...	553.18
HON - H10534	H10534.LPT1LPT1 10500 SERIES STACK-ON STORAGE UNIT WITH 4 DOORS, 72"W X 14-5/8"D X 37-1/8"H; LAMINATE: PORTICO TEAK	1	539.99	MARTIN...	539.99
HON - H10570	H10570.LPT1LPT1 10500 SERIES BRIDGE, 47"W X 24"D X 29-1/2"H; LAMINATE: PORTICO TEAK	1	202.18	MARTIN...	202.18
HON - HSGS6	HSGS6.F.E.NR20.BLCK ACCOMODATE SERIES GUEST CHAIRS, STANDARD NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; FIXED ARMS; GRADE 1 UPHOLSTERY INERTIA - COLOR: SHADOW; FRAME: TEXTURED BLACK TAG:104	1	417.71	MARTIN...	417.71



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10534G	H10534G.LPT1LPT1 10500 SERIES STACK-ON STORAGE UNIT, 4 FROSTED DOORS WITH SILVER FRAME, 72"W X 14-5/8"D X 37-1/8"H	1	847.22	MARTIN...	847.22
HON - H105900	H105900.LPT1LPT1 10500 SERIES DOUBLE PEDESTAL KNEESPACE CREDENZA, 2 FILE/FILE, 72"W X 24"D; GRADE 2 LAMINATE: PORTICO TEAK	1	796.93	MARTIN...	796.93
HON - H10593	H10593.LPT1.LPT1 10500 SERIES DOUBLE BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE 2 LAMINATE: PORTICO TEAK	1	752.29	MARTIN...	752.29
HON - H1EH2	H1EH2.A...U.UR10.T.SB IGNITION SERIES EXECUTIVE HIGH BACK CHAIR, 41"D X 27.5"W X 47"H; PNEU TILT, SYN TILT SEAT, GLDE BCK HT ADJ; ARM: HEIGHT AND WIDTH ADJ; BACK UPHOLSTERED; GRADE 1 UPHOLSTERY; FABRIC: CONTOURETT - COLOR: BLACK; FRAME: BLACK; STANDARD BASE	1	419.25	MARTIN...	419.25

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HSGS6	HSGS6LF.E.CU27.BLCK ACCOMODATE SERIES SET OF 2 GUEST CHAIRS, NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; ARMS FIXED; GRADE 1 UPHOLSTERY; FABRIC: CENTURION - COLOR: GOLDENROD; FRAME: TEXTURED BLACK	2	417.71	MARTIN...	835.42
HON - HTLD36	HTLD36.GDP...LPT1 PRESIDE SERIES ROUND CONFERENCE LAMINATE TABLE TOP, 36"D X 36"W X 1.13"H; 2MM/FLAT EDGE: PORTICO TEAK; UNDECIDED GROMMET OPTION; GRADE L2 STANDARD LAMINATE: PORTICO TEAK	1	236.05	MARTIN...	236.05
HON - HTXLEG	HTXLEG.. PRESIDE SERIES ALUMINUM X-LEG BASE FOR ROUND AND SQUARE TOPS; UNDECIDED PAINT OPTION	1	257.09	MARTIN...	257.09
SAF - QCB191	PRECISION DRAFTING TABLE, 60" X 37-1/2"; TOP: GREEN; BASE: GRAY TAG: 105	1	1,108.15	MARTIN...	1,108.15
HON - H10533K	H10533K.LPT1LPT1 10500 SERIES STACK-ON STORAGE UNIT WITH 4 DOORS, LOCKING, 78"W X 14-5/8"D X 37-1/8"H, GRADE 2 STANDARD LAMINATE: PORTICO TEAK	2	573.71	MARTIN...	1,147.42

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10560	H10560.LPT1LPT1 10500 SERIES BRIDGE, 42"W X 24"D X 29-1/2"H; GRADE 2 STANDARD LAMINATE: PORTICO TEAK	2	195.00	MARTIN...	390.00
HON - H105895R	H105895R.LPT1LPT1 10500 SERIES RIGHT BOX/BOX/FILE PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE 2 STANDARD LAMINATE: PORTICO TEAK; GROMMET COLOR UNDECIDED	1	734.33	MARTIN...	734.33
HON - H105896L	H105896L.LPT1LPT1 10500 SERIES LEFT BOX/BOX/FILE PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE 2 LAMINATE: PORTICO TEAK	1	734.33	MARTIN...	734.33
HON - H105903R	H105903R.LPT1LPT1 10500 SERIES RIGHT FILE/FILE LOCKING PEDESTAL CREDENZA, 72"W X 24"D X 29-1/2"H; GRADE 2 LAMINATE: PORTICO TEAK	1	649.14	MARTIN...	649.14
HON - H105904L	H105904L.LPT1LPT1 10500 SERIES LEFT FILE/FILE LOCKING PEDESTAL CREDENZA, 72"W X 24"D X 29-1/2"H; GRADE 2 LAMINATE: PORTICO TEAK	1	649.14	MARTIN...	649.14

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HIGS6.F	HIGS6.F.E.U.NR66.BLCK IGNITION SERIES GUEST/MULTI-PURPOSE CHAIR, FIXED ARMS, STACKING, 21.75"D X 25"W X 33.5"H; ARMS: FIXED; STANDARD GLIDES; BACK: UPHOLSTERED; FABRIC: GRADE 1 INERTIA; COLOR: CHERRY; FRAME: TEXTURED BLACK	2	239.03	MARTIN...	478.06
HON - HIWM2	HIWM2.A.H.U.UR10.T.SB IGNITION SERIES MID-BACK TASK CHAIR, 38"D X 27"W X 46.5"H; ARMS: HEIGHT AND WIDTH ADJUSTABLE; STANDARD HARD CASTERS; BACK: UPHOLSTERED; GRADE 1 UPHOLSTERY CONTOURETT: COLOR - BLACK; STANDARD BASE	2	202.695	MARTIN...	405.39
HON - HMBFLIP24L	HMBFLIP24L.C.PR6 HUDDLE SERIES, FLIP-TOP TABLE BASE, FOR 72"W RECTANGLE TABLE TOP. INCLUDES 1 COMPLETE BASE, 24"D X 60"W; STANDARD HARD CASTERS; PAINT GRADE: CHOICE PAINT: COLOR - SILVER	2	324.83	MARTIN...	649.66
HON - HMT2460G	HMT2460G.N.LPT1.DP HUDDLE SERIES RECTANGULAR EDGEBAND TABLE TOP, 60"W X 24"D; NO GROMMETS; GRADE L2 LAMINATE: PORTICO TEAK	2	205.78	MARTIN...	411.56



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H105290	H105290.LPT1LPT1 10500 SERIES STORAGE CABINET WITH DOORS AND LOCK, 36"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	4	503.92	MARTIN...	2,015.68
HON - H105292	H105292.LPT1LPT1 10500 SERIES BOOKCASE HUTCH, 36"W x 14-5/8"D x 37-1/8"H; GRADE L2 LAMINATE: PORTICO TEAK TAG: 106	4	300.20	MARTIN...	1,200.80
HON - H10534	H10534.LPT1LPT1 10500 SERIES STACK-ON STORAGE UNIT WITH 4 DOORS, 72"W X 14-5/8"D X 37-1/8"H; GRADE L2 LAMINATE: PORTICO TEAK	1	539.33	MARTIN...	539.33
HON - H10570	H10570.LPT1LPT1 10500 SERIES BRIDGE, 47"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	202.18	MARTIN...	202.18
HON - H10545R	H10545R.LPT1LPT1 10500 SERIES RIGHT BOX/FILE 3/4 PEDESTAL CREDENZA , 72"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	553.18	MARTIN...	553.18



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10586L	H10586L.LPT1LPT1 10500 SERIES LEFT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	639.91	MARTIN...	639.91
HON - HIWMM	HIWMM.Y1.A.H.IM.UR10.NL.SB.T IGNITION MID-BASK TASK CHAIR, ILIRA BACK, 28.5"D X 27"W X 44.5"H; SYNCHRO-TILT W SEAT SLIDER; ARMS: HEIGHT/WIDTH ADJUSTABLE; HARD CASTERS; BACK: BLACK MESH; FABRIC: GRADE 1 UPHOLSTERY - CONTOURETT - COLOR: BLACK; NO LUMBAR; STANDARD BASE; FRAME: BLACK	1	328.42	MARTIN...	328.42
HON - HSGS6	HSGS6.F.E.NR61.BLCK ACCOMODATE SERIES SET OF 2 GUEST CHAIRS, NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; ARMS FIXED; GRADE 1 UPHOLSTERY: INERTIAL - COLOR: AMETHYST; FRAME: TEXTURED BLACK	1	417.71	MARTIN...	417.71
HON - H10534	TAG: 107 H10534.LPT1LPT1 10500 SERIES STACK-ON STORAGE UNIT WITH 4 DOORS, 72"W X 14-5/8"D X 37-1/8"H; GRADE L2 LAMINATE: PORTICO TEAK	1	539.33	MARTIN...	539.33



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10570	H10570.LPT1LPT1 10500 SERIES BRIDGE, 47"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	202.18	MARTIN...	202.18
HON - H10546L	H10546L.LPT1LPT1 10500 SERIES SINGLE LEFT PEDESTAL CREDENZA - BOX/FILE 72"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	553.18	MARTIN...	553.18
HON - H10585R	H10585R.LPT1LPT1 10500 SERIES RIGHT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	639.91	MARTIN...	639.91
HON - HIWMM	HIWMM.Y1.A.H.IM.CU10.NL.SB.T IGNITION MID-BASK TASK CHAIR, ILIRA BACK, 28.5"D X 27"W X 44.5"H; SYNCHO-TILT W SEAT SLIDER; ARM: HEIGHT/WIDTH ADJUSTABLE; HARD CASTERS; MESH: BLACK; GRADE 1 UPHOLSTERY; FABRIC: CENTURION - COLOR: BLACK; STANDARD NYLON GLIDES; FRAME: TEXTURED BLACK	1	328.42	MARTIN...	328.42

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HSGS6	HSGS6.F.E.CU10.BLCK ACCOMODATE SERIES SET OF 2 GUEST CHAIRS, NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; ARMS: FIXED; GRADE 1 UPHOLSTERY: CENTURION - COLOR: BLACK; FRAME: TEXTURED BLACK TAG: 111	1	417.71	MARTIN...	417.71
HON - HFTLD36	HFTLD36.GDW.N.LDW1 FLOCK SERIES 36" ROUND TABLE TOP; EDGE: 2MM EDGE - DESIGNER WHITE 15051; NO GROMMETS; GRADE L1 STANDARD LAMINATE: DESIGNER WHITE 15051	2	219.63	MARTIN...	439.26
HON - HFXB29B	HFXB29B FLOCK SERIES X-BASE FOR 29.5"H TABLES, FOR 36" ROUND OR SQUARE TABLE TOPS; UNDECIDED PAINT OPTION	2	323.29	MARTIN...	646.58
HON - HSGS6	HSGS6.N.E.UR92.PR8 ACCOMODATE SERIES SET OF 2 GUEST CHAIRS, NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; ARMLESS; GRADE 1 UPHOLSTERY: INERTIAL - COLOR: MARINE; FRAME: SILVER TEXTURE TAG: 114	4	386.92	MARTIN...	1,547.68

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10546L	H10546L.LPT1LPT1 10500 SERIES SINGLE LEFT PEDESTAL CREDENZA - BOX/FILE 72"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK; RIGHT SIDE	1	553.18	MARTIN...	553.18
HON - H10570	H10570.LPT1LPT1 10500 SERIES BRIDGE, 47"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK (1 right side; 1 left side)	2	202.18	MARTIN...	404.36
HON - H10534	H10534.LPT1LPT1 10500 SERIES STACK-ON STORAGE UNIT WITH 4 DOORS, 72"W X 14-5/8"D X 37-1/8"H; GRADE L2 LAMINATE: PORTICO TEAK - LEFT SIDE	1	539.33	MARTIN...	539.33
HON - H10586L	H10586L.LPT1LPT1 10500 SERIES LEFT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK	1	639.91	MARTIN...	639.91
HON - H10585R	H10585R.LPT1LPT1 10500 SERIES RIGHT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK - RIGHT SIDE	1	639.91	MARTIN...	639.91

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10545R	H10545R.LPT1LPT1 10500 SERIES RIGHT BOX/FILE 3/4 PEDESTAL CREDENZA , 72"W X 24"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK - LEFT BRIDGE	1	553.18	MARTIN...	553.18
HON - H10586L	H10586L.LPT1LPT1 10500 SERIES LEFT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK - LEFT BRIDGE	1	639.91	MARTIN...	639.91
HON - HIWMM	HIWMM.Y0.A.H.IM.UR10.NL.SB.T IGNITION MID-BASK TASK CHAIR, ILIRA BACK, 28.5"D X 27"W X 44.5"H; SIMPLE SYNCHRO-TILT CONTROL; ARMS: HEIGHT/WIDTH ADJUSTABLE; HARD CASTERS. BACK: BLACK MESH; NO LUMBAR; GRADE 1 UPHOLSTERY - CONTOURETT - COLOR: BLACK; STANDARD BASE; FRAME: BLACK	2	318.16	MARTIN...	636.32
HON - HSGS6	HSGS6.F.E.NR75.BLCK ACCOMODATE SERIES SET OF 2 GUEST CHAIRS, NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; GRADE 1 UPHOLSTERY: INERTIA - COLOR: LEAF; FRAME: TEXTURED BLACK	1	417.71	MARTIN...	417.71

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H884	H884.L.S BRIGADE 800 SERIES LATERALFILE - 4 DRAWER 18"D X 36"W X 52.5"H; STANDARD RANDOM KEY LOCKS; PAINT: CHARCOAL TAG: 115	2	709.67	MARTIN...	1,419.34
HON - H10515R	H10515R.SS 10500 SERIES RIGHT BOX/FILE PEDESTAL RETURN WITH LOCKING DRAWERS, 48"W X 24"D X 29-1/2"H; GRADE L1 STANDARD LAMINATE - CHARCOAL	1	429.51	MARTIN...	429.51
HON - H10516L	H10516L.SS 10500 SERIES LEFT BOX/FILE PEDESTAL RETURN WITH LOCKING DRAWERS, 48"W X 24"D X 29-1/2"H; GRADE L1 STANDARD LAMINATE - CHARCOAL	1	429.51	MARTIN...	429.51
HON - H884	H884.L.S BRIGADE 800 SERIES LATERALFILE - 4 DRAWER 18"D X 36"W X 52.5"H; STANDARD RANDOM KEY LOCK; PAINT: CHARCOAL	1	709.67	MARTIN...	709.67
HON - H105323	H105323.SS 10500 SERIES STACK ON STORAGE 48"W X 14-5/8"D X 37-1/2"H; GRADE L1 LAMINATE - CHARCOAL	2	436.18	MARTIN...	872.36

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10592	H10592.SS 10500 SERIES DESK SHELL 72"W X 30"D X 29-1/2"H; GRADE L1 LAMINATE - CHARCOAL	2	392.57	MARTIN...	785.14
HON - HIGS6.F	HIGS6.F.E.U.NR98.BLCK IGNITION SERIES GUEST/MULTI-PURPOSE CHAIR, FIXED ARMS, STACKING, 21.75"D X 25"W X 33.5"H; GLIDES; BACK: UPHOLSTERED; FABRIC: GRADE 1 UPHOLSTERY - INERTIA- COLOR: CALYPSO; FRAME: TEXTURED BLACK	2	239.13	MARTIN...	478.26
HON - HIWM2	HIWM2.A.H.U.UR10.T.SB IGNITION SERIES MID-BACK TASK CHAIR, 38"D X 27"W X 46.5"H; PNEUMATIC TILT TENSION SYNCH TILT BACK HEIGHT ADJUSTABLE; ARM: HEIGHT AND WIDTH ADJUSTABLE; HARD STANDARD CASTERS; BACK IS UPHOLSTERED; GRADE 1 UPHOLSTERY; FABRIC: CONTOURETT; COLOR: BLACK; FRAME: BLACK, STANDARD BASE TAG: 116	2	405.39	MARTIN...	810.78
HON - H10515R	H10515R.SS 10500 SERIES RIGHT BOX/FILE PEDESTAL RETURN WITH LOCKING DRAWERS, 48"W X 24"D X 29-1/2"H; GRADE L1 STANDARD LAMINATE - CHARCOAL	1	429.51	MARTIN...	429.51



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - H10516L	H10516L.SS 10500 SERIES LEFT BOX/FILE PEDESTAL RETURN WITH LOCKING DRAWERS, 48"W X 24"D X 29-1/2"H; GRADE L1 STANDARD LAMINATE - CHARCOAL	1	429.51	MARTIN...	429.51
HON - H105323	H105323.SS 10500 SERIES STACK ON STORAGE 48"W X 14-5/8"D X 37-1/2"H; GRADE L1 LAMINATE - CHARCOAL	2	436.18	MARTIN...	872.36
HON - H10592	H10592.SS 10500 SERIES DESK SHELL 72"W X 30"D X 29-1/2"H; GRADE L1 LAMINATE - CHARCOAL	2	392.57	MARTIN...	785.14
HON - HIGS6.F	HIGS6.F.E.U.NR63.BLCK IGNITION SERIES GUEST/MULTI-PURPOSE CHAIR, FIXED ARMS, FOUR-LEG STACKING, 21.75"D X 25"W X 33.5"H, WITH GLIDES; BACK: UPHOLSTERED; GRADE 1 UPHOLSTERY FABRIC: INERTIA - COLOR: FUSCIA; FRAME: TEXTURED BLACK	2	239.13	MARTIN...	478.26



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HIWM2	HIWM2.A.H.U.UR10.T.SB IGNITION SERIES MID-BACK TASK CHAIR, 38"D X 27"W X 46.5"H; ARM: HEIGHT/WIDTH ADJUSTABLE; STANDARD HARD CASTERS; BACK IS UPHOLSTERED; GRADE 1 UPHOLSTERY FABRIC: CONTOURETT - COLOR: BLACK; FRAME: BLACK; STANDARD BASE	2	405.39	MARTIN...	810.78
HON - H884	H884.L.S BRIGADE 800 SERIES LATERALFILE - 4 DRAWER 18"D X 36"W X 52.5"H 4-DRAWER; STANDARD RANDOM KEY LOCK; PAINT: CHARCOAL TAG: 117	1	709.67	MARTIN...	709.67
HON - HAECBH.DW	COAT/BAG HOOK; COLOR: DESIGNER WHITE	6	11.05	MARTIN...	66.30
HAUFHR15N.LP.PJW.P8T.L	UNDERMOUNT CUBBY WITH LOCKING DOOR - FLUSH MOUNT - PULL: LINEAR - BLACK; PAINT: GRADE 1 - DESIGNER WHITE; PAINT 2 SELECTION: TITANIUM	1	198.95	MARTIN...	198.95
HON - HAUFHR15N.LP.S(P1).....	UNDERMOUNT CUBBY WITH LOCKING DOOR - FLUSH MOUNT; PULL: LINEAR - BLACK; GRADE 1 PAINT AND PAINT OPTION 2 UNDECIDED	5	198.95	MARTIN...	994.75
HON - HH871248	SYSTEM SERIES ELECTRICAL POWER HARNESS, FRAMES - WITH DUPLEX CAPACITY FOR 48"W, 3-1 & 2-2 SYSTEMS	3	87.29	MARTIN...	261.87



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HH871501	HH871501.S SYSTEMS SERIES ACCELERATE DUPLEX RECEPTACLE CIRCUIT 1; 3-1 & 2-2 SYSTEMS; PAINT: CHARCOAL	2	17.54	MARTIN...	35.08
HON - HH871502	HH871502.S SYSTEMS SERIES ACCELERATE DUPLEX RECEPTACLE CIRCUIT 2; 3-1 & 2-2 SYSTEMS; PAINT: CHARCOAL	3	17.54	MARTIN...	52.62
HON - HH871504	HH871504.S SYSTEMS SERIES ACCELERATE DUPLEX RECEPTACLE CIRCUIT 4 - ISOLATED, DEDICATED CIRCUIT; 3-1 & 2-2 SYSTEMS; PAINT: CHARCOAL	3	17.54	MARTIN...	52.62
HON - HH871506	HH871506.S SYSTEMS SERIES ACCELERATE DUPLEX RECEPTACLE ISOLATED; 3-1 & 2-2 SYSTEMS; PAINT: CHARCOAL	3	17.54	MARTIN...	52.62
HON - HITL2	HITL2.A...U.NR90.T.SB IGNITION SERIES TASK CHAIR, LOW BACK, IGNITION SERIES, PNEU TILT., SWIVEL, SYN TILT, UPH. 39.5"D X 27.5"W X 43"H; GRADE 1 UPHOLSTERY FABRIC: INERTIA - COLOR: REGATTA; FRAME: BLACK; STANDARD BASE	6	378.20	MARTIN...	2,269.20
HON - HMP144	4-CIRCUIT POWER IN-FEED 144 IN SEALTIGHT	1	135.01	MARTIN...	135.01

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HMPCFS4813.P8T.TP45	48"W X 13"H SHARED FAB- PAINT: TITANIUM; GRADE A FABRIC: TEMPEST - COLOR: SLATE	3	243.51	MARTIN...	730.53
HON - HMPDFS2413.P8T.TP45	24"D X 13"H FABRIC SIDE SCREEN - PAINT: TITANIUM; GRADE A FABRIC: TEMPEST - COLOR: SLATE	4	170.91	MARTIN...	683.64
HON - HMPEL4828.P8T	DOUBLE DEPTH SHARED U-LEG (BOX OF 2); PAINT: TITANIUM	1	463.37	MARTIN...	463.37
HON - HMPSL4828.P8T	DOUBLE DEPTH SHARED U-LEG (SINGLES); PAINT: TITANIUM	2	190.89	MARTIN...	381.78
HON - HMP TROUGH48	48"W SHARED TROUGH	3	161.53	MARTIN...	484.59
HON - HMPUB248	48"W SUPPORT BEAMS (BOX OF 2)	3	232.91	MARTIN...	698.73
HON - HMPVWM28.X	VERTEBRAE; FINISH: CLEAR	1	90.14	MARTIN...	90.14
HON - HWR2448P	HWR2448PN.LPT1.DP SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24"D X 48"W; NO GROMMETS; GRADE L2 LAMINATE: PORTICO TEAK TAG: 119	6	170.91	MARTIN...	1,025.46
HON - H105680	H105680.LPT1LPT1 10500 SERIES RETURN SHELL 29-1/2"H X 36"W X 24"D; GRADE L2 LAMINATE: PORTICO TEAK	1	265.30	MARTIN...	265.30



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HITL2	HITL2.A...U.UR10.T.SB IGNITION SERIES TASK CHAIR, LOW BACK, PNEU TILT., SWIVEL, SYN TILT, ST GLD BCK HT, UPH. 39.5"D X 27.5"W X 43"H; ARM: HEIGHT AND WIDTH ADJUSTABLE; CASTERS UNDECIDED; BACK: UPHOLSTERED; GR1 UPHOLSTERY FABRIC: CONTOURETT - COLOR: BLACK; FRAME: BLACK; STANDARD BASE	1	378.20	MARTIN...	378.20
HON - HSGS6	HSGS6.F.E.NR61.BLCK ACCOMODATE SERIES SET OF 2 GUEST CHAIRS, NYLON GLIDES, 22.25"D X 23.5"W X 31.5"H; ARMS: FIXED; GRADE 1 UPHOLSTERY FABRIC: INERTIA - COLOR: AMETHYST; FRAME: TEXTURED BLACK TAG: 120	1	417.71	MARTIN...	417.71
HON - H105680	10500 SERIES RETURN SHELL 29-1/2"H X 36"W X 24"D; GRADE L2 LAMINATE: PORTICO TEAK	1	265.30	MARTIN...	265.30
HON - H10585R	H10585R.LPT1LPT1 10500 SERIES RIGHT BOX/FILE 3/4 PEDESTAL DESK WITH RECTANGLE TOP, 2 GROMMETS AND LOCKING DRAWERS, 72"W X 36"D X 29-1/2"H; GRADE L2 LAMINATE: PORTICO TEAK - RIGHT SIDE	1	639.91	MARTIN...	639.91



QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
 Carrollton, TX 75010
 PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HITL2	HITL2.A...U.UR10.T.SB IGNITION SERIES TASK CHAIR, LOW BACK, PNEU TILT., SWIVEL, SYN TILT, ST GLD BCK HT, UPH. 39.5"D X 27.5"W X 43"H; ARM: HEIGHT AND WIDTH ADJUSTABLE; CASTERS UNDECIDED; BACK: UPHOLSTERED; GR1 UPHOLSTERY FABRIC: CONTOURETT - COLOR: BLACK; FRAME: BLACK; STANDARD BASE	1	378.20	MARTIN...	378.20
HON - HSGS6	HSGS6.F.E.NR91.BLCK ACCOMODATE SERIES SET OF 2 GUEST CHAIRS; NYLON GLIDES; FIXED ARMS; GRADE 1 UPHOLSTERY FABRIC: INERTIA - COLOR: COBALT; FRAME: TEXTURED BLACK TAG: CC CONFERENCE ROOM	1	417.71	MARTIN...	417.71
HON - HSLVTMM	HSLVTMM.Y0.A.H.IM.CU84.NL.SB.TI SOLVE SERIES MID-BACK TASK CHAIR WITH KNIT MESH BACK, 360 DEGREE SWIVEL, SYNCHRO-TILT, PNEUMATIC SEAT HEIGHT ADJUSTMENT, 29.5"D X 29.5"W X 42.5"H; ARMS: HEIGHT/WIDTH ADJUSTABLE; HARD CASTERS; MESH BACK: BLACK ILIRA STRETCH MESH; GRADE 1 UPHOLSTERY FABRIC: CENTURION - COLOR: PEAR; STANDARD BASE; FRAME: TITANIUM	14	298.66	MARTIN...	4,181.24

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS	SHIP TO
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577	PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
HON - HTLB48192	HTLB48192.GDP.G2.LPT1 PRESIDE SERIES BOAT SHAPED CONFERENCE TABLE TOP, 192"W X 48"D; 2MM/FLAT EDGE: PORTICO TEAK; GROMMET CUT OUT FOR FLIP TOP PORT; GRADE L2 LAMINATE: PORTICO TEAK	1	1,071.47	MARTIN...	1,071.47
HON - HTLCUBE144.LPT1	HTLCUBE144; GRADE L2 LAMINATED: PORTICO TEAK	1	1,239.28	MARTIN...	1,239.28
HON - HTPWRGROM5	PRESIDE SERIES FLIP TOP PORT WITH 1 USB CHARGING PORT, 3 POWER PORTS AND 2 BLANK DATA PORTS INCLUDES 6' CORD	2	431.58	MARTIN...	863.16
HON - HTLCREDA	PRESIDE SERIES 72" LAMINATE HOSPITALITY CREDENZA, FOUR DOORS AND TWO HIDDEN DRAWERS, 72"W X 20"D X 36"H; EDGE: 2MM/FLAT EDGE: CHARCOAL; GRADE L2 LAMINATE: PORTICO TEAK; PULL: LOOP IN SATIN NICKEL	1	1,527.67	MARTIN...	1,527.67
MI - CHAM-11450	CHAMELEON - EASY CHAIR, SINGLE COLOR (NO POWER, GRADE 3) - FABRIC A SUPPLIER: C.F. STINSON; FABRIC A SELECTION: FSE36 CF STINSON FUSE PLUM GRADE 3	8	1,460.00	MARTIN...	11,680.00

QUOTATION

4301 Reeder Dr. Suite 100 Tax ID# 26-3563443
Carrollton, TX 75010
PH: (972) 862-9900 FX: (972) 862-9990

DATE	QUOTE #
1/13/2020	11094

NAME / ADDRESS
CITY OF PHARR VERONICA GUTIERREZ 118 S. CAGE BLVD, 2ND FLOOR PHARR, TX 78577

SHIP TO
PHARR PARKS & RECREATION 1011 W. KELLY AVENUE PHARR, TX 78577

****Quote good for 30 days****

P.O. No.	SALES REP	COORDINATOR
	DM	GINA MARCHA...

ITEM	DESCRIPTION	QTY	COST	CLASS	Total
MI - CHAM-25078	CHAMELEON - SIDE COFFEE TABLE; LAMINATE A SELECTION: 4992-38 WILSONART TAILORED LINEN; EDGEBAND COLOR: MATCH 4992-38 WILSONART TAILORED LINEN IF POSSIBLE	4	1,120.00	MARTIN...	4,480.00
FREIGHT	FREIGHT	1	2,828.00	MARTIN...	2,828.00
INSTALLATION	LABOR TO RECEIVE TRUCKS, UNLOAD, INSTALL AND REMOVE TRASH	1	11,690.79	MARTIN...	11,690.79
TOTAL					\$99,864.86

Pricing is based on the quantities listed above. A change in quantities may result in a change in pricing and freight. For any changes please contact your sales representative.

SIGNATURE _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, on the purchase of a Hazmat Elite Command Package- Single-Diamond FTIR Identifier for the Fire Department as part of the 2019 State Homeland Security Grant Award using HGAC Contract EP11-17. (Project #1920-01-515-P010-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: We were awarded a grant for \$96,400.00 thru the 2019 State Homeland Security Program. The Hazmat Identifier was part of the awarded equipment of the application that will be used by the fire department when responding to hazardous materials calls.

Financial Consideration: This is a 2019 State Homeland Security Grant item for this fiscal year and there will be no additional cost for this item. The total grant amount is \$96,400.00.

Staff Recommendation: Staff recommends award of this item since this equipment will enhance our capabilities when responding to hazardous material calls. This equipment will be able to identify unknown chemicals to make safer responses for our citizens and personnel.

Alternatives:

ROUTING:

Leonardo Perez
Veronica Gutierrez
Anali Alanis
Patricia Rigney

Created/Initiated - 1/14/2020
Approved - 1/14/2020
Approved - 1/14/2020
Approved - 1/16/2020

Karla Moya
City Management Office

Approved - 1/16/2020
Final Approval - 1/17/2020



MEMORANDUM



DATE: January 13, 2020

TO: Veronica Gutierrez Purchasing Director

FROM: Leonardo L Perez *Lea*

SUBJECT: Hazmat Elite Command Package

STAFF RECOMMENDATION

Enclosed is a HGAC pricing (EP-11-17) for the purchase of a Hazmat Elite Command Package that includes the training on how to use the item for all three shifts. This is part of the 2019 State Homeland Security Grant awarded for this fiscal year.

Please feel free to contact me should the need arise, I am at extension 3001.

THANK YOU

**FARRWEST**

Estimate

Date	Estimate #
1/13/2020	9837

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF PHARR- FIRE DEPARTMENT
PEDRO BUSTAMANTE
118 SOUTH CAGE BLVD
3RD FLOOR
PHARR, TX 78577

P.O. No.	Rep	Project/Event
	TAB	

Item	Description	Qty	Cost	Total
029-1905-Y1	HAZMAT ELITE COMMAND PACKAGE- SINGLE-DIAMOND FTIR IDENTIFIER INCLUDES: - 2 LI-ION BATTERIES - BATTERY CHARGER - LAPTOP COMPUTER - USB RF MODEM FOR WIRELESS COMMUNICATION - SMITHS COMMAND SOFTWARE - TRANSPORT CASE UPGRADE - 3YRS. PARTNERSHIP PROGRAM WITH REACHBACK AND FULL WARRANTY - FENTANYL LIBRARY - 1 DAY ON-SITE SMITHS DETECTION TRAINING CLASS	1	65,950.00	65,950.00T
SMITHS DETECTION TRAI...	ON-SITE SMITH DETECTION TRAINING CLASS FOR 2 MORE SHIFTS *Sole Source Letter Attached* * HGAC Pricing - Contract# EP11-17*	2	1,500.00	3,000.00T

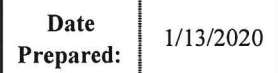
Subtotal \$68,950.00

Sales Tax (0.0%) \$0.00

Total \$68,950.00

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwestenv.com



68950



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award service contract for the Used Tires and Rubber Scrap Removal and Disposal/Recycling Services. (Project #1920-01-517-S007-257)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City recycles used tires and is in need of a service contract for the Pick-up of Used Tires & Rubber Scrap Removal & Disposal/Recycling Services.

Staff recommends award of a service contract for a period of one (1) year to the single respondent, Texas Land Reclamation, LLC dba UTW Collection Services, LLC for the pick-up of used tires with a 55 cubic yard open top trailer (Alternate Bid No. 3) at a unit price of \$850.00 per load and for the pick-up of used tire in a 53 foot dry van trailer (Alternate Bid No. 6) at a unit price of \$1,775.00 per load.

If the service contract is approved, staff is requesting authorization for the City Manager to extend the service contract for two (2) additional years, in one (1) year increments, subject to satisfactory performance and unit prices remaining firm.

Financial Consideration: The disposal of used tires and rubber scrap is a budgeted line item.

Staff Recommendation: Staff recommends award service contract to Texas Land Reclamation, LLC dba UTW Collection Services.

Alternatives:

ROUTING:

Pilar Rodriguez
Pilar Rodriguez
Veronica Gutierrez
Karla Moya
Patricia Rigney
Hilda Pedraza
City Management Office

Created/Initiated - 1/14/2020
Approved - 1/14/2020
Approved - 1/14/2020
Approved - 1/15/2020
Approved - 1/16/2020
Approved - 1/17/2020
Final Approval - 1/17/2020



Pharr

Public Works



MEMORANDUM

DATE: January 14, 2020

TO: Veronica Gutierrez, Interim Purchasing Director

FROM: Pilar Rodriguez, PE, Interim Public Works Director

SUBJECT: Project No. 1718-01-517-S015-139
Service Contract for the Pick-up of Used Tires & Rubber Scrap Removal
& Disposal/Recycling Services

I have reviewed the bid tabulations for the subject service contract and recommend to award Texas Land Reclamation, LLC dba UTW Collection Services, LLC for the pick-up of Used Tires with a 55 cubic yard open top trailer (Alternate Bid No. 3) at a unit price of \$850.00 per load and for the pick-up of used tires in a 53 foot dry van trailer (Alternate Bid No. 6) at a unit price of \$1,775.00 per load.

If you have any questions or require additional information, feel free to contact me.

Cc: Reynaldo Cano, Assistant Director of Public Works
Cynthia Puente, Environmental Supervisor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Professional Engineering Services for the Commercial Vehicle Truck Staging Area Project. (Project #1920-01-528-S018-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This project is to provide approximately 264 Commercial Truck Parking Spaces.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 1/14/2020

Omar Anzaldua

Approved - 1/14/2020

Veronica Gutierrez

Approved - 1/17/2020

Patricia Rigney

Approved - 1/17/2020

Karla Moya

New -

City Management Office



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: January 14, 2020

MEETING DATE: January 20, 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 \$332,830 for the Hike and Bike Phase II Utility Relocation Project. (Project No.1920-61-583-C004-289)

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 a sewer line relocation for the Hike and Bike Phase II Project.

On January 10, 2020, formal bids were opened with nine (9) respondents to the solicitation. The bids received ranged from \$332,830 to \$595,000

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

Staff Recommendation: Staff recommends award of contract for the Hike and Bike Phase II Utility Relocation Project to the lowest responsive and responsible bidder, RDH Site and Concrete, LLC of Palmview, TX in the amount of \$332,830

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 1/14/2020

Omar Anzaldua

Approved - 1/14/2020

Veronica Gutierrez

Approved - 1/14/2020

Patricia Rigney

Approved - 1/16/2020

Karla Moya

Approved - 1/17/2020

City Management Office

Final Approval - 1/17/2020



CITY OF PHARR
HIKE AND BIKE PHASE II UTILITY RELOCATION
PROJECT #1920-61-583-C004-289
BID OPENING: JANUARY 10, 2020 AT 3:00 P.M.
LOCATION: CITY COMMISSION ROOM

BIDDERS:					RDH SITE AND CONCRETE, LLC PALMVIEW, TX	RGV ASPHALT, LLC DONNA, TX	EON INDUSTRIES LLC MISSION, TX	SAENZ BROTHERS CONSTRUCTION,LL C DONNA, TX	GONZALEZ ENGINEERING & MANAGEMENT, LLC EDINBURG, TX	GO UNDERGROUND LLC HARLINGEN, TX	URBAN INFRASTRUCTUR E DONNA, TX	MCALLEN MULTI- SERVICE MCALLEN, TX	SAMES, INC. MCALLEN, TX	
Reference Number	Description	Type	UOM	QTY										
SANITARY SEWER														
1	12" SS Pipe (6' – 8' Deep)	Base	LF	500	\$22,500.00	\$20,000.00	\$17,800.00	\$29,500.00	\$30,000.00	HC \$31,425.00	\$34,425.00	\$29,750.00	\$39,000.00	\$58,750.00
2	12" SS Pipe (8' – 10' Deep)	Base	LF	1,000.00	\$45,000.00	\$42,000.00	\$38,300.00	\$69,000.00	\$75,000.00	\$64,850.00	\$62,500.00	\$86,000.00	\$127,500.00	
3	12" SS Pipe (10' – 12' Deep)	Base	LF	400	\$18,000.00	\$18,000.00	\$16,400.00	\$31,600.00	\$34,000.00	\$26,740.00	\$28,200.00	\$37,600.00	\$50,500.00	
4	8" SS Pipe (6' – 8' Deep)	Base	LF	200	\$9,000.00	\$6,400.00	\$6,320.00	\$7,800.00	\$10,000.00	\$10,694.00	\$10,200.00	\$14,000.00	\$20,800.00	
5	Standard Manhole with Composite Lid and No City Logo	Base	EA	7	\$47,600.00	\$45,500.00	\$18,900.00	\$31,500.00	\$28,000.00	HC \$47,674.00	\$47,673.99	\$44,275.00	\$41,300.00	\$45,500.00
6	Extra Depth Manhole	Base	LF	40	\$3,600.00	\$2,000.00	\$11,200.00	\$10,000.00	\$18,000.00	\$6,400.00	\$12,200.00	\$8,400.00	\$18,800.00	
7	Tie To Existing Manhole w/12" SS Line	Base	EA	2	\$1,600.00	\$12,000.00	\$12,800.00	\$5,000.00	\$5,000.00	\$8,400.00	\$13,000.00	\$5,000.00	\$12,630.00	
8	Trench Protection	Base	LF	1,920.00	\$1,920.00	\$5,529.60	\$8,928.00	\$3,840.00	\$9,600.00	\$17,280.00	\$13,440.00	\$9,600.00	\$12,288.00	
9	Tie to Existing 8" SS Line with Prop. 8" SS Line	Base	EA	1	\$800.00	\$3,500.00	\$2,800.00	\$2,500.00	\$1,500.00	\$4,200.00	\$6,200.00	\$2,500.00	\$5,400.00	
10	Tie to Prop. M.H. Sta. 22+96 with 8" SS Line including Plug & Cap 8" Line	Base	EA	2	\$1,600.00	\$7,000.00	\$24,400.00	\$9,000.00	\$1,500.00	HC \$23,978.75	\$10,000.00	\$16,400.00	\$5,000.00	\$11,600.00
11	7' Dia. Conflict Drain Manhole	Base	EA	2	\$16,000.00	\$11,600.00	\$15,000.00	\$17,000.00	\$50,000.00	\$23,978.76	\$14,300.00	\$17,200.00	\$34,300.00	
SECTION TOTAL					\$167,620.00	\$173,529.60	\$172,848.00	\$216,740.00	\$262,600.00	\$254,641.75	\$250,465.00	\$265,600.00	\$398,068.00	
RECONSTRUCT AND REPLACE ENTIRE ALLEY ADJACENT TO RIDGE ROAD (NORTH SIDE)														
12	8" Lime Treated Subgrade Preparation	Base	SY	1,900.00	\$8,550.00	\$7,600.00	\$13,490.00	\$11,400.00	\$13,300.00	\$13,300.00	\$11,400.00	\$15,200.00	\$18,411.00	
13	8" Flex Base	Base	SY	1,900.00	\$28,500.00	\$26,600.00	\$33,440.00	\$16,150.00	\$20,900.00	\$20,900.00	\$22,800.00	\$19,000.00	\$21,850.00	
14	2" HMAC	Base	SY	hc 1,700	HC \$17,850.00	\$19,950.00	\$22,800.00	\$26,790.00	HC \$23,800.00	HC \$25,500.00	\$28,500.00	HC \$28,900.00	\$32,300.00	\$33,117.00
SECTION TOTAL					\$57,000.00	\$57,000.00	\$73,720.00	\$54,150.00	\$62,700.00	\$62,700.00	\$57,950.00	\$66,500.00	\$73,378.00	
PATCH AND REPLACE PAVEMENT (S. LINDEN STREET)														
15	8" Lime Treated Subgrade Preparation	Base	SY	600	\$2,700.00	\$2,400.00	\$4,260.00	\$3,600.00	\$4,200.00	\$4,200.00	\$5,100.00	\$4,800.00	\$5,814.00	
16	8" Flex Base	Base	SY	600	\$9,000.00	\$8,400.00	\$10,560.00	\$5,100.00	\$6,600.00	\$6,000.00	\$8,400.00	\$6,000.00	\$6,972.00	
17	2" HMAC	Base	SY	600	\$6,300.00	\$7,200.00	\$8,460.00	\$8,400.00	\$9,000.00	\$9,000.00	\$9,000.00	\$10,200.00	\$10,458.00	
18	Saw Cut Pavement	Base	LF	350	\$1,400.00	\$5,250.00	\$2,467.50	\$8,750.00	\$1,050.00	\$2,100.00	\$4,725.00	\$1,750.00	\$1,582.00	
SECTION TOTAL					\$19,400.00	\$23,250.00	\$25,747.50	\$25,850.00	\$20,850.00	\$21,300.00	\$27,225.00	\$22,750.00	\$24,826.00	
RECONSTRUCT AND REPLACE ENTIRE ALLEY (SOUTH LINDEN STREET EAST TO VETERANS BLVD.														
19	8" Lime Treated Subgrade Preparation	Base	SY	550	\$2,475.00	\$2,200.00	\$3,905.00	\$3,300.00	\$3,850.00	\$3,850.00	\$4,675.00	\$4,400.00	\$5,329.50	
20	8" Flex Base	Base	SY	550	\$8,250.00	\$7,700.00	\$9,680.00	\$4,675.00	\$6,050.00	\$5,500.00	\$7,700.00	\$5,500.00	\$6,391.00	
21	2" HMAC	Base	SY	550	\$5,775.00	\$6,600.00	\$7,755.00	\$7,700.00	\$8,250.00	\$8,800.00	\$8,250.00	\$9,350.00	\$9,586.50	
SECTION TOTAL					\$16,500.00	\$16,500.00	\$21,340.00	\$15,675.00	\$18,150.00	\$18,150.00	\$20,625.00	\$19,250.00	\$21,307.00	

[illegible]

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.rr.com

TBPE FIRM NO. F-1295

January 15, 2020

Mr. Omar Anzaldua, P.E., City Engineer
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577

**Re: City of Pharr Hike and Bike Phase II Utility Relocation Project
Project No. 1920-61-583-C004-289**

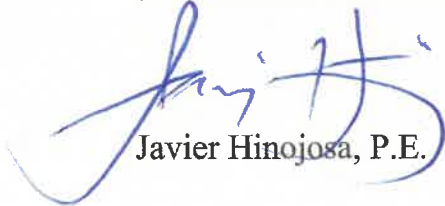
Dear Mr. Anzaldua,

Bids were received and opened for the Hike and Bike Phase II Utility Relocation project on January 10, 2020. A total of nine (9) bids were received with RDH Site and Concrete, LLC, being the low bidder with a total base bid of \$332,830.00. The base bid consist of construction of sanitary improvements along Ridge Road from Veterans Blvd., west to the County's drainage ditch. This project is being constructed in order to divert the existing sanitary sewer flows east to Veterans Blvd., from the areas east of the drainage ditch. Attached is a bid tabulation of the bids received.

We recommend award of the contract to the lowest responsible bidder, RDH Site and Concrete, LLC, for the base bid in the total amount of \$332,830.00. RDH Site and Concrete, LLC, is a reputable Contractor who has performed projects for the City of Pharr in the past. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.



CITY OF PHARR
HIKE AND BIKE PHASE II UTILITY RELOCATION
PROJECT #1920-61-583-C004-289
BID OPENING: JANUARY 10, 2020 AT 3:00 P.M.
LOCATION: CITY COMMISSION ROOM

Reference Number	Description	Type	UOM	QTY	ROH SITE AND CONCRETE, LLC PALMVIEW, TX	RGV ASPHALT, LLC DONNA, TX	EON INDUSTRIES, LLC MISSION, TX	SAENZ BROTHERS CONSTRUCTION, LLC DONNA, TX	GONZALEZ ENGINEERING & MANAGEMENT, LLC EDINBURG, TX	GO UNDERGROUND, LLC HARTINGEN, TX	URBAN INFRASTRUCTURE, E DONNA, TX	MCALLEN MULTI-SERVICE, MCALLEN, TX	SAMES, INC. MCALLEN, TX
BIDDERS:													
1	12" SS Pipe (6' - 8' Deep)	Base	LF	500	\$22,500.00	\$20,000.00	\$17,800.00	\$29,500.00	\$30,000.00	HC \$31,425.00	\$34,425.00	\$39,000.00	\$58,750.00
2	21" SS Pipe (8' - 10' Deep)	Base	LF	1,000.00	\$45,000.00	\$42,000.00	\$38,500.00	\$59,000.00	\$75,000.00	\$64,850.00	\$62,500.00	\$86,000.00	\$127,500.00
3	12" SS Pipe (10' - 12' Deep)	Base	LF	400	\$18,000.00	\$18,000.00	\$16,400.00	\$31,600.00	\$34,000.00	\$28,740.00	\$28,200.00	\$37,600.00	\$50,500.00
4	48" SS Pipe (6' - 8' Deep)	Base	LF	200	\$9,000.00	\$6,400.00	\$6,350.00	\$7,800.00	\$10,000.00	\$10,694.00	\$10,200.00	\$14,000.00	\$20,800.00
5	Standard Manhole with Composite Lid and No City Logo	Base	EA	7	\$47,600.00	\$45,500.00	\$18,900.00	\$31,500.00	\$28,000.00	HC \$47,674.00	\$44,275.00	\$41,300.00	\$45,500.00
6	Electric Depth Manhole	Base	LF	40	\$3,600.00	\$2,000.00	\$11,200.00	\$10,000.00	\$18,000.00	\$6,400.00	\$12,200.00	\$8,400.00	\$18,800.00
7	Line Tie to Existing Manhole w/12" SS	Base	EA	2	\$1,600.00	\$12,000.00	\$12,800.00	\$5,000.00	\$5,000.00	\$8,400.00	\$13,000.00	\$5,000.00	\$12,650.00
8	Branch Protection	Base	LF	1,920.00	\$1,920.00	\$5,529.66	\$8,928.00	\$3,640.00	\$9,600.00	\$17,280.00	\$13,440.00	\$9,600.00	\$12,288.00
9	Tie to Existing 8" SS Line with Prop.	Base	EA	1	\$800.00	\$3,500.00	\$2,800.00	\$2,500.00	\$1,500.00	\$4,200.00	\$6,200.00	\$2,500.00	\$5,400.00
10	Tie to Prop. M.H. Sta. 22+96 with 8" SS Line including Plug & Cap 8"	Base	EA	2	\$1,600.00	\$7,000.00	\$24,400.00	\$9,000.00	\$1,500.00	HC \$23,978.75	\$10,000.00	\$5,000.00	\$11,600.00
11	7' Dia. Conflict Drain Manhole	Base	EA	2	\$16,000.00	\$17,600.00	\$15,000.00	\$17,000.00	\$50,000.00	\$23,978.76	\$14,300.00	\$17,200.00	\$34,300.00
SECTION TOTAL					\$117,200.00	\$117,200.00	\$117,200.00	\$218,200.00	\$258,000.00	\$258,000.00	\$258,000.00	\$378,200.00	\$599,200.00
RECONSTRUCT AND REPLACE ENTIRE ALLEY ADJACENT TO RIDGE ROAD (NORTH SIDE)													
12	8" Lime Treated Subgrade	Base	SY	1,900.00	\$8,550.00	\$7,600.00	\$13,490.00	\$11,400.00	\$13,300.00	\$13,300.00	\$11,400.00	\$15,200.00	\$18,411.00
13	18" Flex Base	Base	SY	1,900.00	\$28,500.00	\$26,600.00	\$33,440.00	\$16,150.00	\$20,900.00	\$20,900.00	\$22,800.00	\$19,000.00	\$21,800.00
14	14" HMAAC	Base	SY	1,900.00	\$19,950.00	\$22,800.00	\$26,790.00	HC \$23,800.00	\$26,600.00	HC \$25,500.00	\$28,500.00	\$28,500.00	HC \$28,900.00
SECTION TOTAL					\$57,000.00	\$57,000.00	\$57,720.00	\$54,150.00	\$61,100.00	\$61,100.00	\$61,200.00	\$62,600.00	\$71,011.00
PATCH AND REPLACE PAVEMENT (S. LINEN STREET)													
15	8" Lime Treated Subgrade	Base	SY	600	\$2,700.00	\$2,400.00	\$4,240.00	\$3,600.00	\$4,200.00	\$4,200.00	\$3,600.00	\$4,800.00	\$5,814.00
16	18" Flex Base	Base	SY	600	\$9,000.00	\$8,400.00	\$10,560.00	\$5,100.00	\$6,800.00	\$6,800.00	\$6,000.00	\$8,400.00	\$8,912.00
17	12" HMAAC	Base	SY	600	\$6,300.00	\$7,200.00	\$8,400.00	\$4,200.00	\$9,000.00	\$9,000.00	\$9,000.00	\$10,200.00	\$10,458.00
18	18" Saw Cut (Government)	Base	LF	350	\$1,400.00	\$5,250.00	\$2,467.50	\$8,750.00	\$1,050.00	\$2,100.00	\$4,250.00	\$1,750.00	\$1,582.00
SECTION TOTAL					\$17,400.00	\$23,250.00	\$25,667.50	\$26,100.00	\$21,050.00	\$21,050.00	\$21,250.00	\$22,800.00	\$26,766.00
RECONSTRUCT AND REPLACE ENTIRE ALLEY (SOUTH LINEN STREET EAST TO VETERANS BLVD)													
19	8" Lime Treated Subgrade	Base	SY	550	\$2,475.00	\$2,200.00	\$3,905.00	\$3,300.00	\$3,850.00	\$3,850.00	\$3,300.00	\$4,400.00	\$5,329.50
20	18" Flex Base	Base	SY	550	\$8,250.00	\$7,700.00	\$9,280.00	\$4,675.00	\$6,050.00	\$6,050.00	\$5,500.00	\$7,600.00	\$8,391.00
21	12" HMAAC	Base	SY	550	\$5,775.00	\$6,600.00	\$7,755.00	\$3,700.00	\$8,250.00	\$8,250.00	\$8,250.00	\$9,350.00	\$9,586.50
SECTION TOTAL					\$16,500.00	\$16,500.00	\$21,940.00	\$11,675.00	\$16,150.00	\$16,150.00	\$16,050.00	\$21,350.00	\$23,306.50

MISCELLANEOUS											
22 Traffic Control	Base	LS	1	\$30,000.00	\$2,000.00	\$8,700.00	\$25,000.00	\$10,000.00	\$15,000.00	\$8,000.00	\$15,361.00
23 SWPPP	Base	LS	1	\$5,000.00	\$2,000.00	\$2,600.00	\$9,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$1,500.00
24 Striping (24" Strip Bar)	Base	LF	100	\$1,700.00	\$5,000.00	\$2,700.00	\$3,500.00	\$800.00	\$2,500.00	\$7,200.00	\$1,500.00
Remove and Replace 18" Valley Gutter	Base	LF	80	\$2,160.00	\$16,000.00	\$4,560.00	\$3,520.00	\$6,000.00	\$4,000.00	\$3,200.00	\$2,640.00
26 Adjust Water Valves	Base	EA	5	\$2,500.00	\$4,000.00	\$3,700.00	\$4,750.00	\$12,500.00	\$6,000.00	\$5,000.00	\$1,250.00
27 ADJUST MANHOLE	Base	EA	1	\$800.00	\$4,000.00	\$4,500.00	\$1,500.00	\$1,500.00	\$2,850.00	\$3,400.00	\$1,000.00
Remove and Replace 4-ft Wide Concrete Sidewalk	Base	LF	50	\$2,250.00	\$10,000.00	\$25,135.00	\$3,750.00	\$2,500.00	\$8,000.00	\$5,000.00	\$1,650.00
Sanitary Sewer Line Adjustment	Base	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$2,850.00	\$3,400.00	\$30,000.00
29 Allowance	Base	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
SECTION TOTAL				\$24,400.00	\$7,200.00	\$29,295.00	\$97,520.00	\$48,500.00	\$44,050.00	\$17,400.00	
ALTERNATE											
A-1	Standard Manhole with Composite Lid and City Logo	Base	EA	7	\$47,600.00	\$45,850.00	\$24,500.00	\$38,500.00	\$3,500.00	\$52,500.00	\$41,300.00
TOTAL WITHOUT ALTERNATE 1				HC \$332,830	\$334,930.00	HC \$339,279.60	\$343,279.60	HC \$391,135	\$395,935.00	HC \$429,600	\$432,600.00
COMPLETION				180		180		180		180	
5% BID BOND				YES	YES	YES	YES	YES	YES	YES	YES
HARD COPY SUBMITTED				YES	YES	YES	YES	YES	YES	YES	YES
ELECTRONIC COPY SUBMITTED				YES	YES	YES	YES	YES	YES	YES	YES



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: January 15, 2020

MEETING DATE: January 20, 2020

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on agreement between City of Pharr and Region One Education Service Center to participate in the ORION (One Regional Interconnected Optical Network) E-Rate Consortium.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Currently, the public library's internet service provider is Smart Com. This agreement will allow Region 1 Educational Services to be the library's Internet Service Provider (ISP). The service will be upgraded to a 10 gig fiber connection versus the current 1 gig fiber connection.

Financial Consideration: Cost of ISP will be \$400/ month.

Staff Recommendation: Approval

Alternatives:

ROUTING:

Adolfo Garcia
Hilda Pedraza
Patricia Rigney
Karla Moya
Jose Pena
City Management Office

Created/Initiated - 1/15/2020
Approved - 1/16/2020
Approved - 1/16/2020
Approved - 1/16/2020
Approved - 1/16/2020
Final Approval - 1/17/2020

ONE REGIONAL INTERCONNECTED OPTICAL NETWORK (ORION) CONSORTIUM PARTICIPATION AGREEMENT

This Agreement is made by and between _____, a Texas public school district or Texas municipality (hereinafter “Member”) and Region One Education Service Center as Administrative Agent and Lead Member (hereinafter “Lead Member”) of the ONE REGIONAL INTERCONNECTED OPTICAL NETWORK CONSORTIUM (hereinafter “ORION Consortium”) under authority of Section 791.025 of the Texas Government Code, Section 271.102 of the Texas Local Government Code, and 47 CFR Part 54, Subpart F.

I. RECITALS

WHEREAS, Lead Member, Member, and a group of other E-rate eligible school districts and libraries that are situated within the Lead Member’s service area have formed a cooperative association known as the ORION Consortium for the purpose of the Schools and Libraries (E-rate) Program to aggregate demand in order to lower prices and promote more efficient use of shared facilities and to procure eligible services in compliance with state law and E-rate procurement regulations; and

WHEREAS, on _____, 2017, Member executed a Letter of Agency joining the ORION Consortium and designating Region One Education Service Center as Lead Member of the consortium, a copy of which is incorporated herein by reference; and

WHEREAS, the purpose of the ORION Consortium is to seek competitive bids and E-rate funding for the purchase of high-speed internet access (hereinafter the “ORION Project”) for the Consortium members; and

WHEREAS, the goal of the ORION Project is to assist all ORION Consortium members to obtain high-speed Internet access and achieve inter-connectivity with each other at the most affordable rates for educational purposes; and

WHEREAS, the Lead Member is authorized to file FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company (hereinafter “USAC”) on behalf of the ORION Consortium members; and

WHEREAS, Lead Member has solicited and obtained bids for the ORION Project on behalf of ORION Consortium members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Member and the Lead Member agree to the following:

II. TERMS AND CONDITIONS

1. Term. This agreement is effective on the date that it is signed by the Member's authorized representative. The Initial Term of the service to be provided to Member shall begin the first day of the next month following the activation and written acceptance of the service by Member's authorized representative and shall continue, thereafter, for a consecutive forty-eight (48) month period (hereinafter the "Initial Term"). Thereafter, the service will automatically renew annually on July 1 of each calendar year for up to an additional six consecutive years unless the Member provides written notice to Region One by March 1 of each calendar year, or 60 days advance notice. Member agrees to remain obligated to pay the Lead Member for any unpaid balance of Member's fee if Member terminates service during the initial term.

2. Service Start Date. The Member's service start date will be the date shown below in the signature page of this Agreement. Member acknowledges that although connectivity is installed, no internet service may be available on the Member's circuit until the "service start date". Member acknowledges that Lead Member will not begin invoicing for the service until the requested service start date as specified in this agreement. If the Member desires to commence service prior to the Member's specified "service start date", the Member will need to notify the Lead Member, in writing. The Lead Member will work with the service provider to see if the request may be accommodated.

3. Cost of ORION Project. The estimated cost of the ORION Project is determined on the basis of the bid awarded to a Service Provider by the Lead Member for high-speed internet access service and the administrative fee to be paid by each member to Lead Member.

4. Funding for ORION Project. The ORION Project will be funded with a combination of E-rate funds provided by USAC and with local funds provided by Member and by other consortium members to cover costs, post-E-rate discount. Member acknowledges that USAC, the funding agency, has averaged the E-rate discount at 89% for the ORION Consortium members.

5. Payment for ORION Project: Eighty-nine percent (89%) of the project cost for and for high-speed broadband internet access will be paid through USAC cost reimbursements. The project cost shall be the joint responsibility of all the ORION Consortium members. Member shall be required to pay a pro-rata share of the project cost (non-discounted share) beginning after commencement of service. The pro-rata, monthly share of the project cost to Member shall be calculated on the basis of the Member's student enrollment count, as illustrated in Table 1, below. Member agrees to pay its calculated share of the net project costs on a monthly basis to the Lead Member commencing on the first day of the next month following the activation and written acceptance of the service by Member's authorized representative.

- There is no additional "transport" cost.
- Pricing shown includes all transmitted and received traffic and necessary equipment to be provided by Service Provider.
- Pricing for each additional circuit is the same as the first circuit.

- Payments are due within 30 days of receipt of invoice.
- Member's service shall consist of a minimum of 10 Gbps connectivity.
- Member's service shall include up to 10 Gbps Internet Access service via the 10 Gbps connectivity is as noted in the previous bullet point.
- Service Provider shall increase internet access to 20 gbps if Member utilizes 85% of Member's initial 10 gbps of internet access service within years 1-4.

TABLE 1

Number of Students	Years 1-4 Monthly Consortium member Cost per Circuit	Years 5-10 Monthly Consortium member Cost per Circuit	Ten Year Total Cost
1-999	\$400	\$400	\$48,000
1000-2999	\$650	\$650	\$78,000
3000-5999	\$800	\$800	\$96,000
6000-10,000	\$800	\$800	\$96,000
10,000+	\$1,000	\$1,000	\$120,000

6. Administrative Management Fee: Member agrees to pay a pro-rata monthly as compensation for a consultant or consultants to be procured by Lead Member on behalf of the Consortium, and who will provide day-to-day project management and E-rate consulting services under this Agreement. This fee will be an obligation of Member and is included in the Member's pro-share of the net project cost, as illustrated in Table 1, above. This fee will not be eligible for E-rate discount.

7. Termination of Agreement:

a. This Agreement may be terminated at any time following the expiration of the Initial Term by either Party for the convenience of either party upon ninety (90) days written notice.

b. If Member defaults on its obligation to pay Member's pro-rata share of the project cost during the Initial Term, the Lead Member may terminate the Member's service. If Member defaults on its payment obligations during the last 12 months of the Initial Term, the Lead Member may suspend the Member's service. Member's service will not be terminated or suspended unless the Member fails to cure the default within thirty (30) days following receipt of a written notice of default from the Lead Member. In either event, the

Member agrees to remain obligated to pay the Lead Member for the unpaid balance of Member's pro-rata share project cost.

c. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

8. Lead Member Duties and Responsibilities:

- a. Open the required competitive bidding process by posting of an FCC Form 470 to the USAC website on behalf of ORION Consortium members, and solicit bids for eligible services in compliance with FCC and USAC regulation, and state of Texas procurement laws;
- b. To evaluate the bids received, construct a bid evaluation matrix which includes such evaluation factors as prior experience, including past performance; personnel qualifications including technical excellence; management capability including schedule compliance; and environmental objectives with price of eligible products and services being the primary factor;
- c. Coordinate with Member for establishing an Evaluation Committee to test, evaluate and award proposals, for any required procurement, that will be composed of not less than six (6) consortium members representatives and of Lead Member representatives;
- d. Apply for Schools and Libraries Program discounts by filing an FCC Form 471;
- e. Respond to questions and requests for additional information from USAC in Program Integrity Assurance (PIA) review process regarding FCC Form 471, if selected for review;
- f. After Consortium receives the Funding Commitment Decision Letter (FCDL) from USAC, start the preparations to begin receiving discounted services by discussing with the service providers any details involved in the provision of services and invoicing for those services; and
- g. After Consortium receives the FCDL and the delivery of services has started, file an FCC Form 486 no later than 120 days after the Service Start Date or 120 days after the date of the FCDL, whichever is later, to inform USAC that:
 - Services for which the Consortium has been approved for discounts have started and invoicing will begin; and,
 - Consortium member is in compliance with the Children's Internet Protection Act (CIPA).

- h. Overseeing the process for invoicing for services; confirm accurate billing by the service provider of both the Consortium Member and USAC as required, including preparation of accurate cost sheets and all FCC Forms 472 (BEAR Forms) and complete and timely return any Service Certifications, where applicable, and ensure that only eligible services approved on the correct Form 471 and delivered consistent with the (FCDL) Funding Commitment Letter and contract agreements are billed. Confirmation shall include follow-up with the Service Providers and/or USAC in the event of a discovered discrepancy;
- j. As backup support secondary to the Service Provider:
 - Periodically monitor internet access service from ISP;
 - Provide alerts concerning network maintenance and/or unplanned outages; and
 - Notify Member via email and telephone call of any emergency network impairments as soon as the problem is reported by Service Provider to Lead Member.
- k. Utilize the competitive bidding process to procure the most economical resources for the network;
- l. Comply with current FCC document retention requirements (currently ten years from the last date to receive service or equipment delivery date, whichever is later), including documentation related to pre-commitment, contracting, post-commitment, invoicing, all backup data that supports the certifications made on any E-rate application and documentation regarding equipment funded through E-Rate. Member will be provided copies of any documents upon Member's request and at Member's expense.
- n. In the event of an audit to be conducted by USAC or any entity acting on USAC's behalf, the Lead Member will notify Member not later than three (3) days after receipt of the first notice from USAC; shall collect and provide all documentation requested by auditors at the first notice of an audit and, in consultation with Member, provide any information and documentation requested by the auditor(s) by the deadlines established.
- o. In the event of an Audit finding, the Lead Member, with the Member's assistance (to the extent required) will implement all corrective actions required by USAC, to verify that it has implemented measures to comply with the E-Rate Program Rules and will assert any and all defenses legally warranted and appropriate appeal points to USAC and/or the FCC on behalf of the Consortium and at the joint expense of the Members.

10. Consortium Member Duties and Responsibilities:

- a. Provide to Lead Member a signed FCC Form 479, Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection

Act, to establish that Member's status under the Children's Internet Protection Act (CIPA) to enable Lead Member to complete the FCC Form 486, Receipt of Service Confirmation and Children's Internet Protection Act and Technology Plan Certification Form.

- b. Provide a 24 x 7 technical contact that can respond immediately to problems affecting the ORION Network;
- c. Provide firewall services that protect against unauthorized access and usage of the Member's network since ORION backbone does not filter, block, or alter traffic;
- d. Ensure cabling between equipment and the Consortium Member LAN is continually operational, and that Service Provider has remote and physical access to the equipment;
- e. Serve as the point of contact for campuses connected to the ORION network;
- f. May not trade, donate, sell, resell, or transfer eligible products and services purchased with E-rate Program discounts, except as permitted by USAC rules;
- g. Member certifies that the person signing this Agreement has express authority to represent and bind the Member to any agreements with Lead Member regarding any matter related to or affecting this Agreement, unless and until the Member designates another person and notifies the Lead Member, in writing, of the new designation;
- h. Member may, at its discretion, participate in any Audit conducted by USAC or in an appeal from any audit finding, and shall be required to participate, to the extent reasonably necessary;
- i. Member shall be required to comply with any reasonable requests for information and/or records made by the Lead Member.
- k. Make timely payments within 30 days of receipt of correct invoices from Lead Member.

11. Reimbursement.

The Member agrees to reimburse the Lead Member for any amounts owed and unpaid by Member under paragraph 5, above, and which are paid by the Lead Member to any service provider from the Lead Member's own funds.

III. GENERAL PROVISIONS

1. The terms of this Agreement may be amended only by express written agreement of the parties.
2. The parties may not sell, transfer, or convey any interest in this Agreement nor delegate the performance of any duties to a third-party without the express written consent of the other party, and only in compliance with USAC or FCC rules and regulations.
3. Upon reasonable advance notice and no more than once every 12 months Member and Lead Member shall have the right to audit and inspect each other's books and records regarding the subject matter of this Agreement and such other policies or practices as reasonably necessary to ensure compliance with the terms and conditions of this Agreement. The Member and Lead Member shall cooperate with each other and conduct any such audit in a manner that does not unreasonably interfere with each other's ongoing business operations.
4. This Agreement represents the complete understanding of the Member and Lead Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
5. Member and Lead Member agree that as condition precedent to litigation of any dispute or controversy arising under this Agreement, resolution of any such dispute or controversy shall first be attempted by submitting the dispute or controversy to non-binding mediation upon demand by either of the parties. The mediation shall be conducted by an impartial, third-party mediator at an agreed time, place, and location within the Region One Education Service Center's service area. The cost and expense of the mediation shall be equally borne by the parties.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for litigation of any disputes arising under this Agreement shall be properly fixed in accordance with the venue statutes of the State of Texas.
7. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[intentionally left blank]

SUBSCRIPTION DETAILS AND SIGNATURES

Subscribed Services and Agreement Duration

Service Building Name _____

Service Address(es) _____

Service Start Date _____

Service End Date _____

Number of Internet Access Circuits _____

Monthly Recurring Charges _____

Authorized Consortium Member Representative _____
Signature

Printed Name: _____

Title: _____ Superintendent _____

Date: _____

ESC Region One Executive Director _____
Signature

_____ Dr. Cornelio Gonzalez _____

Date



Region One Education Service Center

1900 West Schunior • Edinburg, Texas 78541 • Phone: (956) 984-6000 Fax: (956) 984-6299

Re: Letter of Agency for Funding Year 2020

This is to confirm our participation in the ORION (One Regional Interconnected Optical Network) E-Rate Consortium, for the procurement of Internet Access Service, Wide Area Network Fiber Services, Category 1 Network Equipment, and Category 1 Internal Connections.

I hereby authorize the ORION (One Regional Interconnected Optical Network) Consortium to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the [Insert School District Entity Name].

I understand that, in submitting these forms on our behalf, you are making certifications for [Insert School District Entity Name]. By signing this Letter of Agency, I make the following certifications:

a) ONLY FOR SCHOOL-RELATED LOA: I certify that schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

b) I certify that our school district has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

d) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

f) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries (E-rate) Program.

g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to in the ORION (One Regional Interconnected Optical Network) Consortium for E-rate submission is true.

Name of Entity: _____ Signature: _____

Date: _____ Name: _____

District Billed Entity Number (BEN): _____

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: _____
Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority		2. Funding Year 2020
3. Mailing Address and Contact Information for Administrative Authority		
Street Address, P. O. Box or Route Number		
City	State	Zip Code
Name of Contact Person		
Telephone Number	Fax Number	Email Address

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority _____
 Administrative Authority's Form Identifier _____
 Contact Person _____
 Telephone Number _____

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

- a ☐ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
- (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.
- (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: January 16, 2020

MEETING DATE: January 20, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of various park projects as complete and authorization to release retainage to the Construction Manager at Risk (CMAR).

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 accept the various park projects from the Construction Manager at Risk (CMAR) as complete and to release retainage. The following are the various park projects:

- Dr. William Long City/School Park Expansion - C1718-01-510-0013
- Allen & William Arnold City/School Park Improvements - C1718-01-510-0014
- Allen & William Arnold City/School Splash Park - C1718-01-510-0015
- Pharr Nature & Birding Center - C1718-01-510-0016

Financial Consideration:

-Dr. William Long City/School Park Expansion - C1718-01-510-0013

80% Retainage Released: **\$71,468.37**

20% Retainage to be Released: **\$17,867.09**

-Allen & William Arnold City/School Park Improvements - C1718-01-510-0014

80% Retainage Released: **\$100,658.67**

20% Retainage to be Released: **\$25,164.67**

-Allen & William Arnold City/School Splash Park - C1718-01-510-0015

80% Retainage Released: **\$7,293.60**

20% Retainage to be Released: **\$1,823.40**

-Pharr Nature & Birding Center - C1718-01-510-0016

80% Retainage Released: **\$110,625.68**

20% Retainage to be Released: **\$27,656.42**

Staff Recommendation: Staff recommends approval as outlined on the attached information.

Alternatives:

ROUTING:

Maria Rangel	Created/Initiated - 1/16/2020
Omar Anzaldua	Approved - 1/17/2020
Veronica Gutierrez	Approved - 1/17/2020
Patricia Rigney	Approved - 1/17/2020
Karla Moya	Approved - 1/17/2020
City Management Office	Final Approval - 1/17/2020



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 01/07/2020 (close out docs received) A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Pharr Parks: Dr. William Long City/School Park Expansion
BID NO.:	C1718-01-510-0013
CONTRACT DATE:	Approved by City Commission 11/06/2017
CONTRACTOR:	Davila Construction, Inc.
ADDRESS:	3400 N. McColl Rd., Suite J, McAllen, TX 78501
PROJECT DESCRIPTION:	Extension of the Dr. William Long City/School Park. Improvements include concrete trail, fence, trail lights, restroom building, soccer fields, baseball field, furniture, pavilions, limited landscaping & irrigation, drainage, and utilities.

THIS IS TO CERTIFY:

1. That the work has been completed in general accordance as approved by the City with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

A list of items left unresolved by the Contractor is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

- Dr. William Long City/School Park Expansion Punch List Package
 - o Punch List Report with Site Visit dated 10/02/2019 and updated with Site Visit (City and Contractor) dated 01/08/2020. See items labeled "**Unresolved**" for work not in compliance with the Drawings or Specifications, and unsatisfactory.
 - o Field Observation Report dated 10/02/2019 (56 photos, 29 pages)
 - o Signed off (Contractor) – Field Observation Report dated 06/06/2019 (27 remarks, 35 photos, 20 pages)
 - o Grading Narrative (3 pages)
 - o Building Narrative (3 pages)
 - o Electrical nonconformities (3 emails dated 06/10/2019, 09/12/2019, 01/07/2020)
 - o As-built comments (2 pages)
 - o Close out document comments (2 pages)
2. That the sum of \$0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
 3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ 1,500,000.00
Change Orders	\$ 286,709.21
Current Contract	\$ 1,786,709.21
Total Earned to Date	\$ 1,786,709.21
Less Previous Payments (-)	\$ 1,768,842.12
Balance with Retainage	\$ 17,867.09 (20% of Ret., 80% Prev. Released)
Authorized Deductions (-)	\$ 0
Final Payment	\$ 17,867.09

6. That the **Final Payment** in the amount of \$ (17,867.09)
(Seventeen Thousand eight hundred sixty seven dollars and nine cents)
is due and payable.

Halff Associates, Inc.

Engineering Company

Project Engineer's Signature

APPROVED BY:

Davila Construction, Inc.

Contractor

Signature

Date

APPROVED BY:

Omar Anzaldúa, Jr., PE

City Engineer

Signature

Date



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 01/07/2020 (close out docs received) A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Pharr Parks: Allen & William Arnold City/School Park Improvements
BID NO.:	C1718-01-510-0014
CONTRACT DATE:	Approved by City Commission 11/06/2017
CONTRACTOR:	Davila Construction, Inc.
ADDRESS:	3400 N. McColl Rd., Suite J, McAllen, TX 78501
PROJECT DESCRIPTION:	New park. Improvements include concrete trail, trail lights, restroom building, soccer fields, baseball field, furniture, pavilions, fence, limited landscaping & irrigation, drainage, and utilities.

THIS IS TO CERTIFY:

1. That the work has been completed in general accordance as approved by the City with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

A list of items left unresolved by the Contractor is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

- Allen & William Arnold City/School Park Improvements Punch List Package
 - Punch List Report with Site Visit dated 10/03/2019 and updated with Site Visit (City) dated 01/09/2020. See items labeled “Unresolved” for work not in compliance with the Drawings or Specifications, and unsatisfactory.
 - Field Observation Report dated 10/03/2019 (93 photos, 47 pages)
 - Signed off (Contractor) – Field Observation Report dated 06/06/2019 (24 remarks, 20 photos, 11 pages)
 - Grading Narrative (3 pages)
 - Building Narrative (3 pages)
 - Electrical nonconformities (4 emails dated 09/12/2019, 09/25/2019, 12/09/2019, and 01/13/2020)
 - As-built comments (2 pages)
 - Close out document comments (2 pages)
2. That the sum of \$0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
 3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ 2,200,000
Change Orders	\$ 316,466.71
Current Contract	\$ 2,516,466.71
Total Earned to Date	\$ 2,516,466.71
Less Previous Payments (-)	\$ 2,491,302.04
Balance with Retainage	\$ 25,164.67 (20% Ret., 80% Prev. Released)
Authorized Deductions (-)	\$ 0
Final Payment	\$ 25,164.67

6. That the **Final Payment** in the amount of \$ (25,164.67)
(Twenty five thousand one hundred sixty four dollars and sixty seven cents)
is due and payable.

Halff Associates, Inc.

Engineering Company

Project Engineer's Signature

APPROVED BY:

Davila Construction, Inc.

Contractor

Signature

Date

APPROVED BY:

Omar Anzaldúa Jr., PE

City Engineer

Signature

Date



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 01/07/2020 (close out docs received) A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Pharr Parks: Allen & William Arnold City/School Splash Park
BID NO.:	C1718-01-510-0015
CONTRACT DATE:	Approved by City Commission 11/06/2017
CONTRACTOR:	Davila Construction, Inc.
ADDRESS:	3400 N. McColl Rd., Suite J, McAllen, TX 78501
PROJECT DESCRIPTION:	New splash park inside the Allen & William Arnold City/School Park. Improvements include splash pad, furniture, pavilions, gate, and stone seating.

THIS IS TO CERTIFY:

1. That the work has been completed in general accordance as approved by the City with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

A list of items left unresolved by the Contractor is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

- Allen & William Arnold City/School Splash Park Punch List Package
 - o Punch List Report dated 01/17/2020 (City). See items labeled “**Unresolved**” for work not in compliance with the Drawings or Specifications, and unsatisfactory.
 - o As-built comments (1 page)
 - o Close out document comments (1 page)
2. That the sum of \$ 0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
 3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
 4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ 307,000
Change Orders	\$ -68,759.76



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 01/07/2020 (close out docs received) A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Pharr Parks: Pharr Nature & Birding Center
BID NO.:	C1718-01-510-0016
CONTRACT DATE:	Approved by City Commission 11/06/2017
CONTRACTOR:	Davila Construction, Inc.
ADDRESS:	3400 N. McColl Rd., Suite J, McAllen, TX 78501
PROJECT DESCRIPTION:	New park. Improvements include, parking lot, restroom building, decomposed granite trail, amphitheater, lights, concrete sidewalk, pavilion, furniture, pond, limited landscaping & irrigation, drainage, and utilities.

THIS IS TO CERTIFY:

1. That the work has been completed in general accordance as approved by the City with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

A list of items left unresolved by the Contractor is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

- Pharr Nature & Birding Center Punch List Package
 - o Punch List Report with Site Visit dated 10/02/2019 and updated with Site Visit dated 01/17/2020 (City). See items labeled **"Unresolved"** for work not in compliance with the Drawings or Specifications, and unsatisfactory.
 - o Field Observation Report dated 10/02/2019 (77 photos, 40 pages)
 - o Signed off (Contractor) – Field Observation Report dated 06/06/2019 (30 remarks, 56 photos, 31 pages)
 - o Building Narrative (3 pages)
 - o As-built comments (2 pages)
 - o Close out document comments (2 pages)
2. That the sum of \$0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
 3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
 4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year

from this date, as provided in said contract.

5. Original Contract	\$ 2,000,000.00
Change Orders	\$ 765,641.90
Current Contract	\$ 2,765,641.90
Total Earned to Date	\$ 2,765,641.90
Less Previous Payments (-)	\$ 2,737,985.49
Balance with Retainage	\$ 27,656.42 (20% Ret., 80% Prev. Released)
Authorized Deductions (-)	\$ 0
Final Payment	\$ 27,656.42

6. That the **Final Payment** in the amount of \$(27,656.42)
(Twenty seven thousand six hundred fifty six dollars and forty two cents)
is due and payable.

Halff Associates, Inc.

Engineering Company

Project Engineer's Signature

APPROVED BY:

Davila Construction, Inc.

Contractor

Signature

Date

APPROVED BY:

Omar Anzaldua, Jr., PE

City Engineer

Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: January 16, 2020

MEETING DATE: January 20, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with ERO International, LLC for architectural design and construction plans for the Pharr City Hall Renovation Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Staff is seeking approval to negotiate a fee and enter into a contract for design and construction plans for Pharr City Hall renovation Project

Financial Consideration:

Staff Recommendation: recommends approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/16/2020
Approved - 1/16/2020
Approved - 1/17/2020
Final Approval - 1/17/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: January 16, 2020

MEETING DATE: January 20, 2020

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with City Attorney and possible action on Texas Municipal League Coverage.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 1/16/2020
Final Approval - 1/17/2020