



**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, FEBRUARY 3, 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. PROCLAMATIONS:

A) Proclamation proclaiming Children's Advocacy Center of Hidalgo County Day. (ADMINISTRATION)

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

4. PUBLIC HEARINGS:

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.*

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

A) City Engineer's Report

B) Submission of 1st Quarter 2019-2020 City of Pharr Investment Report.

C) City Events of Interest.

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

A) Approval of Minutes for January 6, 2020 Regular Called Meeting and January 13, 2020 Special Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Interlocal Agreement with Hidalgo County and the City of Pharr for library services for county calendar year 2020. (LIBRARY)

C) Consideration and action on sponsorship in the amount of \$1,500 for the Children's Advocacy Center of Hidalgo County 10th Annual Vinos Wine Extravaganza on Saturday, March 7, 2020. (ADMINISTRATION)

D) Consideration and action on sponsorship in the amount of \$10,000 for the 2020 Catholic Charities Gala on Thursday, March 5, 2020. (ADMINISTRATION)

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E) Consideration and action authorizing City Manager to advertise for bids for the Purchase of Nine (9) 2020 Vehicles. (Project #1920-01-528-P012-129) (PURCHASING)

F) Consideration and action authorizing City Manager to advertise for Request for Proposals for Credit Card Processing Service Fees services. (Project #1920-01-511-S023-030) (FINANCE)

G) Consideration and action on renewal of vendor agreement with County of Hidalgo Community Service Agency and City of Pharr for Bravo Zulu Grant to assist veterans in need with their water bill. (FINANCE)

H) Consideration and action on Development Services Cases:

1. Cadena and Sons, L.L.C. d/b/a Tejas Restaurant and Sports Bar, 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 Lot 11, Maco Industrial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1308 Maco Drive. **CUP#161261**

2. Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard. **CUP#151170**

3. Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169**

4. Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are 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 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. **CUP#100623**

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5. Leonel Cantu, representing CDFP Developers, LLC., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office Professional District (O-P) to Residential Townhouse District (R-TH). The property is legally described as being a 4.38-acre tract of land, more or less, out of Lot 186, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 700-800 Block of West Sam Houston Avenue. **COZ#200101**

PLATS:

1. R. Gutierrez Corporation, representing Andres Rodriguez and Ismael Rodriguez, owner's, are requesting final plat approval of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision. The property is legally described as being a 1.00 acre tract of land, being all of Lot 28, Addition to Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 304 West Las Milpas Road. **SUB#180825**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-35 to adopt a new and updated Personnel Policy Manual. **(3rd and Final Reading)** (HR)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-38 prescribing a discount to residents who make water bill payments online. **(Adoption at 1st Reading)** (FINANCE)

C) Consideration and action, if any, on Resolution designating certain areas of the City as a Neighborhood Empowerment Zone/Business Improvement District 2020-01. (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Ordinance setting guidelines and framework for Neighborhood Empowerment Zone/Business Improvement District 2020-01. **(1st Reading)** (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Resolution authorizing submission of the 2020 STAR (State of Texas Alliance for Recycling) Bin Grant Program sponsored by Busch Systems. (PUBLIC WORKS)

F) Consideration and action, if any, on Resolution appointing/re-appointing one (1) regular member to the Tierra Del Sol Golf Club Advisory Board. (PARKS)

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G) Consideration and action, if any, on Resolution in support of West Ridge Development, LP to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for West Ridge Apartments. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to award a contract for the purchase of a Hino 268 Dump (Dump Truck) to Rush Truck Center of Pharr TX using BuyBoard #601-19. (Project #1920-60-583-P014-001) (PUBLIC UTILITIES)

B) Consideration and action, if any, awarding contract for the Purchase of a Pierce Enforcer Heavy Duty Rescue Truck for the Fire Department through Buyboard #571-18.(Project # 1920-01-515-P009-001) (FIRE)

C) Consideration and action, if any, authoring City Manager to enter into a Service Agreement with Pitney Bowes for the lease of a Relay 7000 Inserting System using BuyBoard #576-18.(Project #1920-60-581-S022-001) (FINANCE)

D) Consideration and action, if any, authorizing City Manger to purchase of Ten (10) 2020 Chevy Tahoe(s) through Caldwell Country Chevrolet using H-GAC #VE11-18. (Project #1920-01-512-P013-001) (POLICE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on agreement between Doctors Hospital at Renaissance, LTD. and City of Pharr for wellness screening services. (HR)

B) Consideration and action, if any, amending lease agreement with Kyocera Document Solutions, LLC. for additional leased multi-function printers including maintenance plan for city departments utilizing co-op DIR-CPO-4428.(Project #1819-01-518-S030-001) (IT)

C) Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. in the amount of \$44,600 for additional Professional Architectural Services for the International Bridge Facility Expansion and Renovations Project. (Project #C1617-01-528-0080) (ENGINEERING)

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D) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Valley View Independent School District Police Department. (POLICE)

E) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Pharr-San Juan-Alamo Independent School District Police Department. (POLICE)

F) Consideration and action, if any, authorizing City Manager to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract with R.L. Abatement for the Asbestos Abatement and demolition of the Boller Farms Building. (Project #1920-01-522-S025-001) (PARKS)

G) Consideration and action, if any, on ground lease agreement between Union Pacific Railroad and the City of Pharr. (ADMINISTRATION)

10. LEGAL:

A) Consultation and possible action, regarding *Raul Garcia D/B/A Pajaro Promotions v. City of Pharr*, C-3425-17-B. (LEGAL)

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

C) Consideration and action, if any, on counter offer and the legality thereof for incentive agreement for Transcasa/PBBP (ADMINISTRATION)

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:*

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.

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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:

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 31st day of January 2020 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in

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February 3, 2020

compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 31st day of January.


IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK

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

Title: _____

Proclamation



WHEREAS, the Children's Advocacy Center of Hidalgo County, a non-profit organization established in the year 2000, is one of 800 Children's Advocacy Centers nationwide, one of 71 certified Children's Advocacy Centers in Texas and the first child-focused facility and community-based program of its kind in Hidalgo County; and

WHEREAS, the Children's Advocacy Center of Hidalgo County provides services to child abuse victims age 2 to 17 years of age in Hidalgo and Starr counties, and in Fiscal Year 2019 they provided services to 1,900 child abuse victims; and

WHEREAS, the Children's Advocacy Center of Hidalgo County gives Hope, Healing and Justice to victims of child abuse by providing a safe-haven with a child-friendly, non-institutional environment where young victims are not afraid to tell their story; and

WHEREAS, the Children's Advocacy Center of Hidalgo County provides crisis intervention, forensic interviews, forensic exams, family advocacy, mental health services, and community education that help to reduce the emotional trauma of child abuse victims; and

WHEREAS, the Children's Advocacy Center of Hidalgo County, supports Law Enforcement, Child Protective Services and the District Attorney's office in the effective prosecution of those who perpetrate crimes against children; and

WHEREAS, to raise awareness and funds for the organization, the Children's Advocacy Center of Hidalgo County, is having the 10th Annual Vinos Wine Extravaganza at Embassy Suites McAllen Convention Center on Saturday, March 7, 2020 from 7:00 pm – 11:00 pm, featuring delicious food provided by local restaurants, fine wines and amazing entertainment by Premier Showband Satellite and The Renaissance Rockers.

Now THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim March 7, 2020 as:

“Children's Advocacy Center of Hidalgo County Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of February 2020.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 27, 2020

MEETING DATE: February 3, 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 - 1/27/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 1/30/2020

Omar Anzaldua

Approved - 1/30/2020

Patricia Rigney

Approved - 1/30/2020

Karla Moya

Approved - 1/30/2020

City Management Office

Final Approval - 1/31/2020

CONSTRUCTION PHASE

Project Name:	Pharr Nature and Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$2,765,642	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	337.62%
Description: Construction of a new nature and birding park. Includes parking lot, restroom, amphitheater, decomposed granite trail, and retention pond.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is finishing up grading of pond and punch list items.			



CONSTRUCTION PHASE

Project Name:	Allen & William Arnold City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$2,516,467	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	337.62%
Description: Construction of a new park. Includes concrete trail, playground, restroom, parking lot, and sports fields.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is finishing north drainage structure and punch list items.			



CONSTRUCTION PHASE

Project Name:	Dr. William Long City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$1,786,709	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	337.62%
Description: Construction of a new park. Includes concrete trail, playground, restroom, and sports fields.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is completing punch list items. City is subcontracting construction of irrigation system in baseball field.			
			

CONSTRUCTION PHASE

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



CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	210
Notice to Proceed	9/24/2018	Contract Time Used:	234.76%
Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building			
Status: Construction is ongoing.			
Pictures: Exterior doors and windows are installed. Contractor is currently concentrated on millwork.			
			
			

CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	Garcia Infrastructure Consultants, LLC (GiC)		
Contractor	Ferguson Service Systems, Inc.		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	7/30/2018	Contract Time Used:	261.43%

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

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

Pictures:



CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount to Date	\$1,425,177	Contract Time (Days)	120
Notice to Proceed	9/18/2019	Contract Time Used:	111.67%
Description: Construction of a new downtown park located on the north side and south side of City Hall. Includes amphitheater, fountains, and food park.			
Status: Construction is ongoing			
Pictures: South of City Hall - the amphitheater concrete footings have been poured. CMU walls are going up. Contractor have begin forming the concrete flatwork around the fountain.			
			
			

CONSTRUCTION PHASE

Project Name:	Pharr Bridge Office Expansion		
Engineer	The Warren Group Architects Inc.		
Contractor	International Consulting Engineers (ICE)		
Contract Amount to Date	\$1,316,952	Contract Time (Days)	240
Notice to Proceed	6/3/2019	Contract Time Used:	100.42%

Description:**Status:** Construction is ongoing**Pictures:** Parking lot and retention pond are complete. Building additional and renovations are in progress.

CONSTRUCTION PHASE

Project Name:	16-Inch Waterline on Hi-Line Rd.		
Engineer	Melden and Hunt		
Contractor	Castle Enterprises, LLC.		
Contract Amount to Date	\$292,647.88	Contract Time (Days)	60
Notice to Proceed	7/29/2019	Contract Time Used:	308.33%
Description: Installation of a 16-inch waterline on the north side of Hi-Line Rd. from S. Cage Blvd. to Monarch Business Park Subdivision.			
Status: Construction is ongoing.			
Pictures: Waterline installation is about 100 FT from Cage/Hi-Line intersection. Preparations are being made to cross waterline underneath Cage.			



CONSTRUCTION PHASE

Project Name:	Aquatic Facility (Project No. 1819-35-510-C011-051)		
Architect	The Warren Group Architects		
Contractor	D. Wilson Construction		
Contract Amount to Date	\$23,165,208.00	Contract Time (Days)	550
Notice to Proceed	11/1/2019	Contract Time Used:	16.36%
Description: The project is a fully enclosed olympic natatorium and diving pool with support facilities. Building area is approximatley 70,400 S.F.			
Status: Construction is ongoing.			
Pictures: Developers have begun to install the piers, and are currently working on diving area.			
			
			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 16, 2020

MEETING DATE: February 3, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of 1st Quarter 2019-2020 City of Pharr Investment Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This report is to comply with the Public Funds Investment Act Reporting requirements. In the past, we used to report Investments in the Quarterly Report. Finance is now recommending to issue a separate report as part of City Manager's Report every quarter.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Karla Moya
Patricia Rigney
City Management Office

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

City of Pharr Investment REPORT

1st Quarter 2019-2020



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Change in Market Value- 03

Weighted Average Maturity and Yield- 04

Benchmarks and Depository Collateral-05



City of Pharr, TX

Investment Report Summary

December 31, 2019



COMPLIANCE

This report complies with the requirements of the Public Funds Investment Act as well as the City of Pharr's adopted investment policy. The City is in compliance with all provisions of the Public Funds Investment Act and the City of Pharr's investment policy. The City's investment portfolio includes activity in demand deposits only, there are no other investment tools currently being utilized.

LIQUIDITY

The greatest length of maturity for all of our investments is 568 days. The weighted average maturity including demand deposits is 4.97 day and 1 day without demand deposits. Both of these amounts are within legal and City requirements.

CHANGE IN BOOK AND MARKET VALUE

The investment book value was roughly \$82.68 million and had increased by approximately \$13.56 million from the previous quarter. This increase was expected during this quarter due to property tax increase in collections for this new tax year 2019.

PORTFOLIO YIELD

The portfolio yield of 2.10% was higher than the benchmark yields on the six month T-Bill and Average Federal Funds Rate, which were 1.58% and 1.55% respectively (per Federal Reserve website yield postings). The spread between the portfolio yield and the benchmark yield is mainly due to the depository's favorable interest rate. Safety and liquidity is a greater concern than yield.

INVESTMENT MATURITIES/PURCHASES

There were no investments that were purchased or matured during the quarter. All other transactions were routine. The attached schedules are also a part of this investment report.

Karla Saavedra, CGFO
Finance Director

City of Pharr, TX

Comparison of Portfolio to Policy Limits

as of December 2019

Limits on Types of Securities	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits
Demand Deposits	N/A	N/A	93.07%	N/A
Certificates of Deposits	10%	30%	0.73%	29.27%
U.S. Treasury Obligations	30%	80%	0.00%	80.00%
U.S. Government Securities	30%	50%	0.00%	50.00%
Public Funds Investment Pools	30%	80%	6.19%	73.81%

Limits on Maturities	Minimum Allowable % of Portfolio	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits
Available within 1 month	25%	93.07%	68.07%
Available within 3 months	33%	99.27%	66.27%
Available within 6 months	50%	99.27%	49.27%
Available within 1 year	70%	99.27%	29.27%
Available within 2 years	100%	100%	N/A

	Maximum Allowable	Maximum Actual Maturity	Policy Limit Days Available
Days to Maturity	730	568	162

City of Pharr, TX Market Value Analysis December 31, 2019

Beginning Value-September 30, 2019

\$68,111,494

Investment Activity:

Purchases _____ **\$1,000,000**

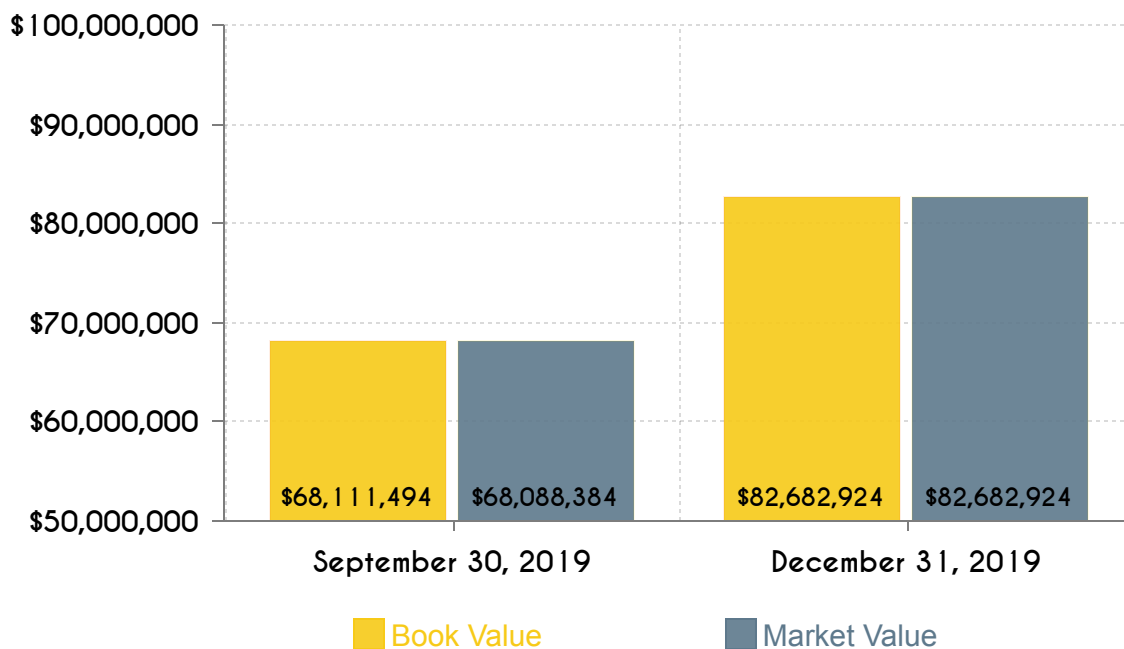
Net Changes in Market Price _____ **5,766**

Bank and Pooled Investment Deposits/(Withdrawals)-Net

\$13,565,664

Ending Value-December 31, 2019

\$82,682,924





93.07%

or \$76,956,394 Million
in Demand Deposits
at Lone Star National Bank
at 1.25% YTM



.73%

or \$607,547 thousand
in Certificates of Deposit
at Lone Star National Bank
at 1.5% YTM



6.19%

or \$5,118,983 Million
in Investment Pool at TexPool
2.10% YTM

4.87

Weighted Average Days to
Maturity

3.94

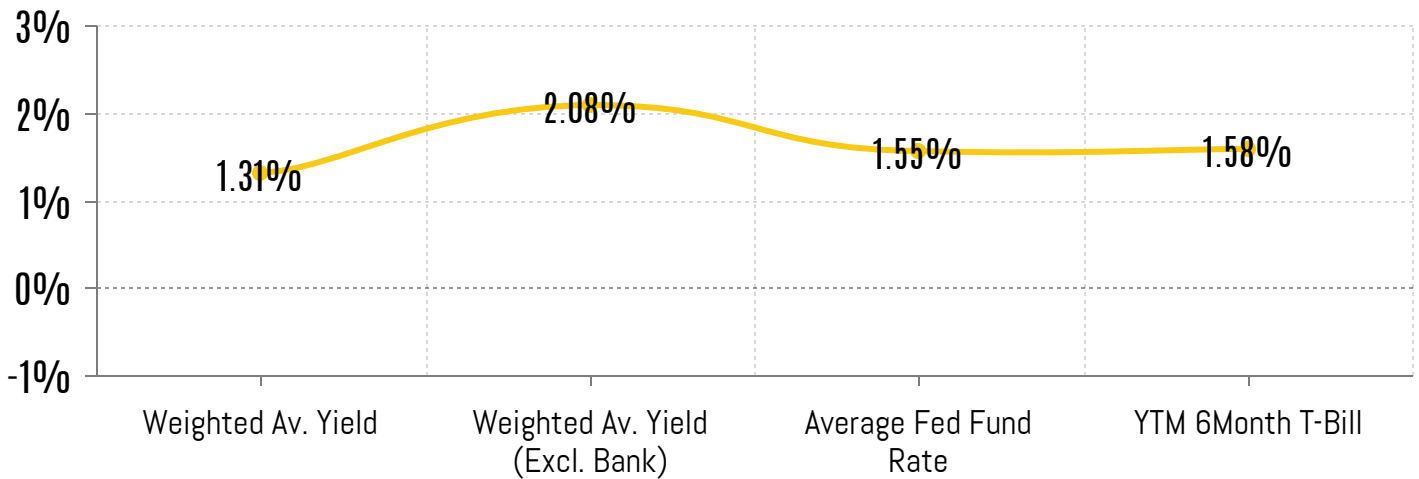
Weighted Average Days to
Maturity-(Excl. depository bank)

City of Pharr, TX

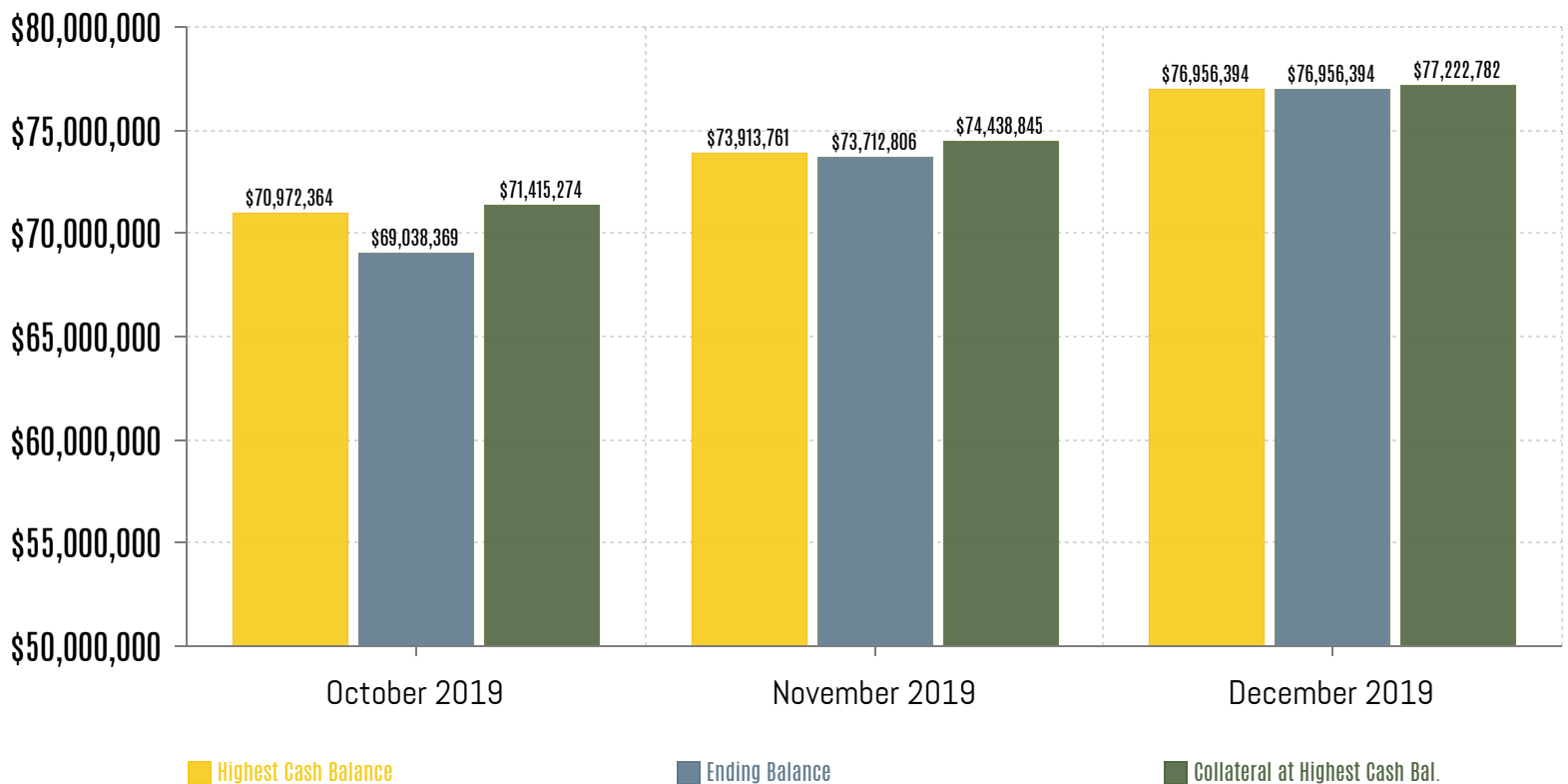
Market Value Analysis

December 31, 2019

Benchmark Rates



Depository Security Collateral Analysis





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 27, 2020

MEETING DATE: February 3, 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 - 1/27/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 27, 2020

MEETING DATE: February 3, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for January 6, 2020 Regular Called Meeting and January 13, 2020 Special Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 1/27/2020
Final Approval - 1/31/2020

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JANUARY 6, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 6, 2020 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

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

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

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

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

The time being 4:03 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:02 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON APPOINTMENT OF INTERIM CITY MANAGER (ADMINISTRATION)

Mayor Hernandez introduced the item.

Comm. Carrillo moved to appoint Edward Wylie as Interim City Manager. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

MINUTES: REGULAR CALLED MEETING
January 6, 2020

Ed Wylie, Interim City Manager, introduced the item and stated City Engineer was present and questions could be entertained at this time.

Mayor Hernandez asked staff if the drainage on Moore Road was a city canal and if all city drainages would have concrete barrier.

Omar Anzaldua, City Engineer, stated drainage on Moore Road was a city drainage canal and it was a standard for wrapped protection to add concrete barrier on all future drainage end of canal areas. He further stated Hilda Pedraza, Asst. City Manager, to would be providing status reports on a monthly basis to make sure canals are kept clean from debris.

Pilar Rodriguez, Interim Public Works Director, stated Public Works Department would be doing the dredging of the flow lines and the Parks & Recreation Department would be mowing the side slopes and access roads to the drainage ditches.

B) CITY EVENTS OF INTEREST

Ed Wylie, Interim City Manager, reported on upcoming events at the Pharr Events Center. He further reported the City of Pharr would be hosting the City of Pharr 111th Birthday Celebration on Thursday, January 16, 2020 at the Pharr Events Center from 5:00 p.m. to 9:00 p.m and extended an invitation to everyone to attend.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR DECEMBER 18, 2019 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON REQUEST FROM FOOD BANK RGV FOR CITY OF PHARR TO SUPPORT FOOD BANK'S FARM DINNER FUNDRAISER ON JANUARY 25, 2020 WITH 10 HIGH-TOP COCKTAIL TABLES AND FOUR GOLF CARTS (EVENTS CENTER)**

Ed Wylie, Interim City Manager, introduced the item and recommended approval of the consent agenda.

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

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-35 TO ADOPT A NEW AND UPDATED PERSONNEL POLICY MANUAL (1ST READING) (HR)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was done on an annual basis to comply with new laws and ordinances and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING SUBMISSION OF GOVERNOR'S COMMUNITY ACHIEVEMENT AWARDS (GCAA) (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and stated grant was thru Keep Texas Beautiful from the Texas Governor's Office. He further stated the grant was for a maximum amount of \$270,000 and recommended approval.

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

Resolution No. R-2020-01 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON WAIVING GREEN AND CART FEES FOR THE JOEY GONZALEZ'S GOLF TOURNAMENT TO BE HELD ON SATURDAY, MARCH 28, 2020 (PARKS)

Ed Wylie, Interim City Manager, introduced the item.

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

C) CONSULTATION WITH THE CITY COMMISSION ON POSSIBLE CITY HALL RENOVATIONS AND SECURITY MEASURES (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was discussed in closed session and no action was required.

ITEM 7. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF ACTIVE WEAR FOR THE FIRE DEPARTMENT (PROJECT #1920-01-515-SP003-288) (FIRE)

Ed Wylie, Interim City Manager, introduced the item. He stated the staff went out for bids and only one responsive bid was received. He recommended bid be awarded to Printex Express in the amount of \$8,046.20.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD SUPPLY CONTRACT(S) FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTIVE GEAR FOR THE PHARR FIRE DEPARTMENT TO MULTIPLE VENDORS (PROJECT #1920-01-SP005-102) (FIRE)

Ed Wylie, Interim City Manager, introduced the item and stated staff recommended the award of multiple supply contracts to Casco Industries, Delta Industrial Service and Supply, and North America Fire Equipment Company.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR THE PURCHASE AND INSTALLATION OF TWO (2) BREATHING AIR COMPRESSORS FOR THE FIRE DEPARTMENT (PROJECT #1920-01-515-P001-051) (FIRE)

Ed Wylie, Interim City Manager, introduced the item and explained every fire station had a compressor to fill the self containing breathing apparatus to fight fires. He stated staff recommended award contract to Survival Air Systems in the amount of \$103,906.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR THE EQUIPMENT AND SERVICES FOR THE REMOTE MONITORING OF LIFT STATION #6, #7, #10, #14, #26, #30, AND #50 THROUGH MUNICIPAL PUMP & CONTROL (PROJECT #1920-60-583-P004-001) (PUBLIC UTILITIES)

MINUTES: REGULAR CALLED MEETING
January 6, 2020

Ed Wylie, Interim City Manager, introduced the item and stated the City currently had a service with this company and there had been no complaints. He further stated the system was mobile and recommended awarding purchase contract to Municipal Pump & Control in the amount of \$76,410.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR THE TROJAN SYSTEM UV3000 LIGHTS FROM NEWMAN REGENCY GROUP, INC. (PROJECT #1920-60-583-P006-001) (PUBLIC UTILITIES)

Ed Wylie, Interim City Manager, introduced the item and stated Newman Regency Group, Inc. was a sole source and authorized representative for Texas. He explained this was the UV lights disinfection system for water at the Waste Water Treatment Plant and recommended awarding contract to Newman Regency Group, Inc. from Stafford, Texas in the amount of \$57,503.

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT OF A 2019 FREIGHTLINER 108SD (VACTOR TRUCK) TO HOUSTON FREIGHTLINER, INC., THROUGH H-GAC CONTRACT HT06-18 (PROJECT #1920-60-583-P005-001) (PUBLIC UTILITIES)

Ed Wylie, Interim City Manager, introduced the item and explained this was a state contract through H-GAC and the truck was used to clear clogs from sewer lines. He recommended awarding contract to Houston Freightliner, Inc. from Houston, Texas in the amount of \$285,926.94.

Comm. Medina asked staff why there was only one bid submitted. Edward Wylie, Interim City Manager, stated this was a state contract already through the Houston-Galveston Area Council of Government and there were other companies that had the same type of vactor truck but this was the best one that fit specifications for the city's needs. Mr. Wylie further stated H-GAC was a pre-bid state agency that solicits bids on behalf of the City instead of the City soliciting bids.

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT OF A BACKHOE LOADER CAB FROM DOGGETT HEAVY MACHINERY (PROJECT #1920-60-583-P008-003) (PUBLIC UTILITIES)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained this was to remove sludge from the drying beds at the sewer plant and recommended awarding contract to Doggett Heavy Machinery in the amount of \$75,000.

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

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR THE PURCHASE OF ONE HUNDRED (100) COMPUTERS AND FIFTEEN (15) DISPLAY MONITORS TO SOUTHERN COMPUTER WAREHOUSE THROUGH DIR-TSO 4159. (PROJECT #1920-01-518-P006-003) (IT)

Ed Wylie, Interim City Manager, introduced the item. He stated this was a state bid through DIR and recommended awarding contract to Southern Computer Warehouse in the amount of \$66,289.25.

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

Comm. Medina asked staff how would they be disposing of old computers. Jose Pena, IT Director, stated the IT Department would take inventory of old computers and clean out the hard drives. He stated they would either resale the equipment or donate it to the Pharr Economic Development Corporation for low income families as done last year. Mayor Hernandez recommended same action as last year.

I) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD PROPOSAL AND TO ENTER INTO A CONTRACT FOR CAPITAL LEASE FINANCING FOR FY 2019-2020 (PROJECT # 1920-01-S009-019) (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated staff solicited proposals for capital lease financing for capital outlay items approved by City Commission. He stated two (2) proposals were received and recommended awarding contract to Banc of America Public Capital Corp. who offered the lowest interest rates.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH THE WARREN GROUP, INC. IN THE AMOUNT OF \$12,600 FOR ADDITIONAL PROFESSIONAL ARCHITECTURAL SERVICES FOR THE INTERNATIONAL BRIDGE FACILITY EXPANSION AND RENOVATIONS PROJECT (PROJECT #C1617-01-528-0080) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He stated there was additional work needed in the design of the HVAC duct system in the amount of \$12,600 and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE DOWNTOWN PARK PROJECT (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He explained the cost estimate was \$2.14 million but due to the price increases of various items, the original budget has been exceeded. He further stated staff recommended approval of Amendment No. 6 for \$481,105.56 change to Contract No. 1.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD CONTRACT IN THE AMOUNT OF \$299,214.24 FOR THE JONES BOX PARK PHASE II UTILITY IMPROVEMENTS PROJECT (BID NO.1920-01-528-C003-210) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this was the last phase on the west side of the park to include all the utilities, another bathroom and amphitheater. He further stated staff recommended awarding contract to the lowest bidder, Venser Contractors LLC in the amount of \$299,214.24

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

ITEM 9. LEGAL

A) CONSIDERATION AND ACTION, IF ANY, ON CITY MANAGER CONTRACT (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated item was discussed in closed session and no action would be taken.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:18 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 6th DAY OF JANUARY 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, JANUARY 13, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, January 13, 2020 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Ricardo Medina

STAFF PRESENT: Edward Wylie, Deputy City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Ctr. Director
Karla Saavedra, Finance Director
Anali Alanis, ACM/HR Director
Marissa Hernandez, Municipal Court Judge
Jose Luengo, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Rey Cano, Asst. Public Works Dir.
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Veronica Gutierrez, Purchasing
Kenneth Ennis, Asst. Comm. Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

MINUTES: SPECIAL MEETING
JANUARY 13, 2020

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

REGULAR AGENDA - OPEN SESSION

ITEM 3. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND APPROVAL OF AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; AWARDING THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO (ADOPTION ON 1ST READING) (FINANCE)**

Ed Wylie, Interim City Manager, introduced the item. He explained the City went out for a private placement quote for twenty-five million dollars to fulfill the requirement the Commission did to fund some of the projects. He stated the issuance came in from Lone Star National Bank, however he wanted the Commission to give him the authority to look into cost of issuance of \$180,000 based on the City going out to the open market and issue Certificate of Obligations.

Comm. Carrillo **moved** to approve excluding the cost of \$180,000 in expenses. Comm. Chavez seconded the motion and when put to a vote, it carried by majority vote of five (5) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

Ordinance No. O-2020-01 is filed with the City Clerk's Office.

ITEM 4. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, GIVING THE MAYOR AUTHORITY TO NEGOTIATE AND ENTER INTO EMPLOYMENT CONTRACT FOR CITY MANAGER (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated and recommended approval.

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

ITEM 5. 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.

None.

ITEM 6. RECONVENE

None.

ITEM 7. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:02 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 13th DAY OF JANUARY 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Interlocal Agreement with Hidalgo County and the City of Pharr for library services for county calendar year 2020.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Interlocal agreement to provide library services to county residents. This is a renewal for calendar year 2020.

Financial Consideration: The HCLS Intelocal agreement allows the library to receive county funds that are used to pay for the automation system. Funds are also used to purchase books to add to the collection.

Agreement also allows Pharr Memorial Library all access to the Hidalgo County Digital Library

County Approve Budget for 13 county libraries \$237,139

Pharr Memorial Library allocation \$18,241.46

Staff Recommendation: Recommend approval.

Alternatives: There are no alternatives for this interlocal agreement.

ROUTING:

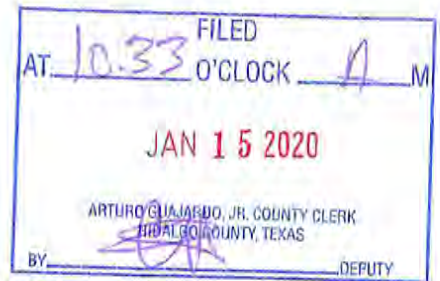
Adolfo Garcia
Patricia Rigney
Karla Moya

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020

City Management Office

Final Approval - 1/31/2020

THE STATE OF TEXAS §
COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF PHARR, TEXAS**

This Agreement is made effective as of this 14th day of January, 2020, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PHARR, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2020; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Pharr, Texas
Attn: City Manager
118 S Cage Blvd
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of January, 2020.

HIDALGO COUNTY, TEXAS

Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST



APPROVED BY
COMMISSIONERS' COURT
ON: 1/14/2020

CITY OF PHARR, TEXAS

Dr. Ambrosio "Amos" Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: Josephine R. Solis
Josephine R. Solis

CITY:
By: _____

_____, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: January 8, 2020

MEETING DATE: February 3, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action on sponsorship in the amount of \$1,500 for the Children's Advocacy Center of Hidalgo County 10th Annual Vinos Wine Extravaganza on Saturday, March 7, 2020.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Children's Advocacy Center of Hidalgo County will be having their annual Vinos fundraiser on Saturday, March 7, 2020 at the McAllen Embassy Suites. Proceeds will benefit victims of child abuse in Hidalgo and Starr Counties.

Sponsorship Opportunities:

Defender of Children - \$10,000

Ambassador for Children - \$7,500

Advocate for Children - \$5,000

Champion for Children - \$2,500

United for Children - \$1,500

The City's last year sponsorship was \$1,500

Financial Consideration: \$1,500

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Hilda Pedraza

Karla Moya

Created/Initiated - 1/8/2020

Approved - 1/10/2020

City Management Office

Final Approval - 1/31/2020

The Children's Advocacy Center of Hidalgo County was established in 2000 when a local two year old's life ended tragically as a result of abuse. Child abuse and neglect is not an isolated occurrence.

- 1 in 10 children will be sexually abused before their 18th birthday.
- 1,533 Child Abuse Victims received services through the 3rd Quarter of FY 2019 compared to 1,618 in FY2018.
- 94% of Child Abuse Victims know their alleged perpetrator.

We believe that no child should ever be subjected to the pain of abuse or the lasting emotional trauma it leaves behind.

Please join us in giving HOPE, HEALING, JUSTICE to victims of child abuse.

2019 - 2020 Board of Directors

Lorena Castillo	Tina Martin	Betzabel Guerra
Providence Boneta	Dr. Danielle D. Fox	Rick Guerrero
Miguel Villarreal	Sandra Martinez	Dr. Carolina Huerta
Maria Elena Gonzalez	Ted Venecia, Jr.	Robert Rosell
Will Lowry		Norma Cardenas
Felicia Villarreal		Vanessa Flores



J. E. (Eddie) Guerra, Hidalgo Co. Sheriff
Ricardo Rodriguez, Jr., Hidalgo Co. District Attorney
Omar Escobar, Starr Co. District Attorney
Executive Director
Jesus A. Sanchez

HOPE ❖ HEALING ❖ JUSTICE



Benefiting



CHILDREN'S ADVOCACY CENTER
OF HIDALGO COUNTY

an evening of fine wines, select beers,
tantalizing cuisine & amazing music by

Premier Show Band

Satellite

and

The Renaissance Rockers

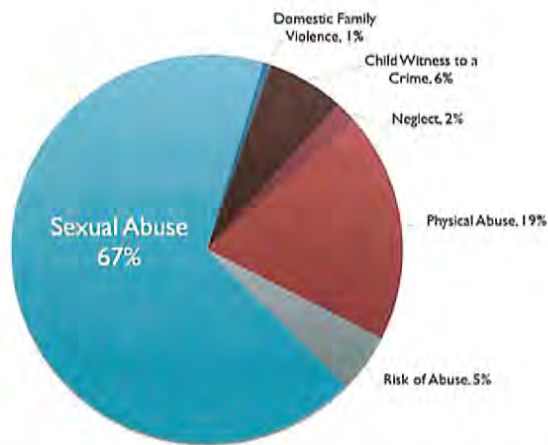
Saturday, March 7, 2020

7 - 11pm

Embassy Suites McAllen Convention Center

DINE ❖ DRINK ❖ DANCE

Victims by Allegation



The Board of Directors of The Children's Advocacy Center of Hidalgo County invite you to join them for an evening featuring fine wines, select craft beers and cuisine from a wide array of premier local restaurants. The festivities will include entertainment by local favorite, The Renaissance Rockers, and headlining Premier Show Band Satellite.

Your partnership with the Children's Advocacy Center of Hidalgo County will help bring hope, healing and justice to the victims of child abuse in Hidalgo and Starr Counties.

We appreciate your consideration of generous support for this vital community effort.

Sponsorship Opportunities

Defender of Children - \$10,000

- 3 Premier Reserved tables (24 seats)**
- butlered table service**
- elegant tablescape**

Company Banner displayed prominently at all 2020 events
 Company Logo projected on event screens
 Company logo on photo backdrop at all 2020 events
 Company logo on permanent CACHC Giving Tree
 Recognition in all 2020 event marketing
 Recognition on CACHC website

Ambassador for Children - \$7500

- 2 Prominent Placement Reserved tables at Vinos 2020 (16 seats)**

Company Logo projected on event screens
 Company logo on photo backdrop at all 2020 events
 Recognition in all 2020 event marketing
 Recognition on CACHC website

Advocate for Children - \$5000

- 1 Reserved table at Vinos 2020 (10 seats)**

Company Logo projected on event screens
 Company logo on photo backdrop at Vinos 2020
 Recognition in all 2020 event marketing
 Recognition on CACHC website

Champion for Children - \$2500

- 1 Reserved table at Vinos 2020 (10 seats)**

Company Logo projected on Vinos event screens
 Recognition in all Vinos 2020 event marketing
 Recognition on CACHC website

United for Children - \$1500

- 1 Reserved table at Vinos 2020 (10 seats)**

Company Logo projected on Vinos event screens
 Recognition on CACHC website

HOPE ❖ HEALING ❖ JUSTICE

HOPE ❖ HEALING ❖ JUSTICE



The Children's Advocacy Center of Hidalgo County
gratefully acknowledges your generous support.

Sponsor name as it should appear in event publications:

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

☐ **Defender of Children \$10,000**

☐ **Ambassador for Children \$7,500**

☐ **Advocate for Children \$5,000**

☐ **Champion for Children \$2,500**

☐ **United for Children \$1,500**

☐ I am unable to attend, but
would like to make a donation
in the amount of \$ _____

☐ Individual Reservation \$100

Check enclosed in the amount of \$ _____ payable to
Children's Advocacy Center of Hidalgo County, Inc.

Pay by credit card ☐ VISA ☐ MASTERCARD ☐ AMEX

Card No.: _____

Expiration Date: _____ CVV Code: _____

Signature: _____ Date: _____

Received at CAC by _____ Date: _____

525 West Wisconsin Road Edinburg, Texas 78539 956.287.9754



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: January 27, 2020

MEETING DATE: February 3, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action on sponsorship in the amount of \$10,000 for the 2020 Catholic Charities Gala on Thursday, March 5, 2020.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: \$10,000

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 1/27/2020
Approved - 1/28/2020
Final Approval - 1/31/2020

2020 CATHOLIC CHARITIES GALA



HOPE IS IN BLOOM

Around the World

THURSDAY, MARCH 5, 2020

EMBASSY SUITES, MCALLEN CONVENTION CENTER



DR. AMBROSIO HERNANDEZ
HOPE AWARD



ALBERTO KREIMERMAN
CARIÑO AWARD



Catholic
Charities
of the Rio Grande Valley

FOR MORE INFORMATION: (956) 702-4088 ext.123

 2020HopelsInBloomGala



January 2020

Dear Friends,

It is with great pleasure we invite you to join us for our **10th Annual Gala**, **"Hope is in Bloom around the World"** as we celebrate the beauty of Hope present in all cultures. The gala will be taking place on Thursday, March 5, 2020 at Embassy Suites McAllen Convention Center located at 800 Convention Center Blvd, McAllen, TX 78501.

This year Catholic Charities of the Rio Grande Valley will be honoring the extraordinary leadership of Dr. Ambrosio Hernandez, Mayor of the City of Pharr, with the Hope Award. In addition to the Hope Award, Mr. Alberto Kreimerman, founder and CEO of Hermes Music, will be receiving the Cariño Award for his generous heart.

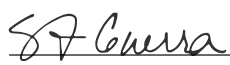
We sincerely appreciate your thoughtful consideration of our sponsorship request. Funds secured through our annual gala this year, will be used to provide assistance to children and their families who are experiencing homelessness. Let us come together to provide help and create hope.

As our Holy Father, Pope Francis, reminds us **"to change the world we must be good to those who cannot repay us"**.

We hope you will join us for a night of comradeship, celebration and fun!

Gratefully Yours in Christ,


Sister Norma Pimentel


Sally Fraustro Guerra
COMMITTEE CHAIR

2020 GALA COMMITTEE

SISTER NORMA PIMENTEL, M.J.

Executive Director,
Catholic Charities of the Rio Grande Valley

SALLY FRAUSTRO GUERRA

Coldwell Banker La Mansion/SOCIALIFE

DORA BROWN

IBC Bank

CASSIE CONTRERAS

North Park Lexus Rio Grande Valley

BRONSON DEL RIO

DECIBEL Communications/SOCIALIFE

HERMI FORSHAGE

Frontera Materials, Inc.

LORENA SAENZ GONZALEZ

MYRTA TIJERINA TURGEON

Pharr Economic Development Corporation,
City of Pharr

STEVEN VILLARREAL

Embassy Suites McAllen Convention Center

2020 CATHOLIC CHARITIES GALA

HOPE IS IN BLOOM

Around the World



SPONSORSHIP LEVELS

LOTUS \$10,000

2 tables of 8 reserved seats in prime seating area
Pre-event VIP reception
Full-page advertisement in gala program
Introduction as Platinum sponsor at gala
Rotating logo on screens and pre-event presentation

Media advertising & PSA mentions
Logo in all printed publicity materials
Check presentation photoshoot for newspaper
2 sponsor reps. to be included in TV commercial
Publicity photo on Facebook

ROSE \$5,000

1 table of 8 reserved seats in prime seating area
Pre-event VIP reception
Half-page advertisement in gala program
Introduction as Gold sponsor at gala
Rotating logo on screens pre-event presentation

Media advertising & PSA mentions
Logo in all printed publicity materials
Listed as gold sponsor for TV commercial
Publicity photo on Facebook

DAHLIA \$3,000

1 table of 8 reserved seats
Rotating mentions on screens and pre-event presentation
Media advertising & PSA mentions

Name in printed publicity materials
Quarter-page advertisement in gala program
Publicity photo on Facebook

ORCHID \$1,500

1 table of 8 reserved seats

INDIVIDUAL TICKET \$100

2020 CATHOLIC CHARITIES GALA

HOPE IS IN BLOOM

Around the World



THURSDAY, MARCH 5, 2020 - 6:30PM
EMBASSY SUITES, MCALLEN CONVENTION CENTER
800 CONVENTION CENTER BLVD.
MCALLEN, TX

THEME: INTERNATIONAL ATTIRE ENCOURAGED



CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY
700 N. VIRGEN DE SAN JUAN BLVD. • SAN JUAN, TEXAS 78589 • (956) 702-4088 • FAX (956) 782-0418
955 W. PRICE RD. • BROWNSVILLE, TEXAS 78520 • (956) 541-0220 • FAX (956) 544-7580



COMMITMENT FORM

Please email this commitment form to mnunez@cdob.org, by no later than February 21, 2020, along with your ad depending on your sponsorship level, in order to be listed in the Gala Program Book. You may also mail this form along with your check.

ATTN: Michelle Nuñez (956) 702-4088 ext 123 / mnunez@cdob.org, made payable to:
Catholic Charities of the Rio Grande Valley 700 N. Virgen de San Juan blvd. San Juan, TX 78589

Company Name:

Address:

Contact: Title:

Phone: eMail:

Signature:

..... Lotus Sponsor \$10,000 Rose Sponsor \$5,000 Dahlia Sponsor \$3,000

..... Orchid Sponsor \$1,500 Individual Open Seating Ticket \$100

I will not be attending, but I would like to make a donation of \$:

Signature:

PAYMENT METHOD: Check Enclosed: Invoice Requested: Please charge my credit Card:

Please Circle One:     # EXP: CVV:

CC Signature:

Please Pick-Up: Will Deliver On: Value:

LIVE & SILENT AUCTION COMMITMENT

Company Name:

Address:

Contact: Title:

Phone: eMail:

Signature:

Item(s) description:

.....

.....

Please Pick-Up: Will Deliver On: Value:

CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY

700 N. VIRGEN DE SAN JUAN BLVD. • SAN JUAN, TEXAS 78589 • (956) 702-4088 • FAX (956) 782-0418
955 W. PRICE RD. • BROWNSVILLE, TEXAS 78520 • (956) 541-0220 • FAX (956) 544-7580



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the Purchase of Nine (9) 2020 Vehicles. (Project #1920-01-528-P012-129)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: There are several departments in need of new and replacement vehicles.

Public Utilities (6)

Engineering (1)

Fire (1)

Library (1)

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Veronica Gutierrez

Created/Initiated - 1/29/2020

Veronica Gutierrez

Approved - 1/29/2020

Anali Alanis

Approved - 1/29/2020

Patricia Rigney

Approved - 1/29/2020

Karla Moya

Approved - 1/30/2020

City Management Office

Final Approval - 1/31/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Proposals for Credit Card Processing Service Fees services. (Project #1920-01-511-S023-030)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 1/29/2020

Karla Moya

Approved - 1/29/2020

Veronica Gutierrez

Approved - 1/29/2020

Anali Alanis

Approved - 1/29/2020

Patricia Rigney

Approved - 1/30/2020

City Management Office

Final Approval - 1/31/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action on renewal of vendor agreement with County of Hidalgo Community Service Agency and City of Pharr for Bravo Zulu Grant to assist veterans in need with their water bill.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: County of Hidalgo Community Service Agency approached the City of Pharr to see if City is interested in entering into an agreement with them to support the Bravo Zulu Grant which is designed to provide temporary financial assistance in the form of electric and water utilities assistance to honorably discharged Veterans living in Hidalgo County.

Financial Consideration:

Staff Recommendation: Renew agreement

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 1/29/2020

Karla Moya

Approved - 1/29/2020

Patricia Rigney

Approved - 1/29/2020

City Management Office

Final Approval - 1/31/2020

COUNTY OF HIDALGO

Community Service Agency

P.O. Box 204

Edinburg, TX 78540

(956) 383-6240

FAX: (956) 383-6240

E-mail: jaime.longoria@co.hidalgo.tx.us**MEMORANDUM**

To: Pharr Water Dept.

From: Jaime Longoria
Executive DirectorDate: January 8th, 2020

Reference: Vendor Agreement

The County of Hidalgo Community Service Agency is an Utility Assistance Program Provider and is seeking a continued working relationship with your company as some of your customers may seek assistance with their utility bill. Therefore, at this time we wish to send you our agreement to your company.

I have attached a Vendor Agreement, Contact Information Form and W-9 for your consideration. All forms need to be completed and returned by fax (956) 380-3414 or by e-mail at: nora.vasquez@co.hidalgo.tx.us

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
VENDOR AGREEMENT
BRAVO ZULU

The purpose of the Bravo Zulu grant is to maintain Utility Services to Hidalgo County eligible Veterans. For purpose of this agreement, is designed to provide temporary financial assistance in the form of electric and water utilities assistance to honorably Veterans Living in Hidalgo County.

The Utility Provider (Vendor) agrees to honor the purpose of the Bravo Zulu and to accept pledges of payment from Bravo Zulu only for the eligible certified veterans to whom the vendor continues to provide services (Water). Bravo Zulu agrees to make payments only for the qualifying Veterans.

This vendor agreement is by and between:

County of Hidalgo Community Service Agency

and

City of Pharr

Utility Provider (Vendor-City)

Agency and Vendor agree to assist customers in the following Counties:

Hidalgo County

The agreement shall be effective from the _____ day of _____, 2020 for a period not to exceed one year from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

City of Pharr

(Vendor-City Name)

PO Box 1729 Pharr TX 78577

(Vendor-City Mailing Address)

County of Hidalgo Community Service Agency
(Name of Agency)

P.O. Box 204 Edinburg, TX 78540

(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Bravo Zulu and as such is authorized and has received funding from Bravo Zulu to provide utility payment from qualifying veterans.

The Vendor named above is a Utility Provider who represents and warrants that it is authorized to receive payments from Agency on behalf of a customer Qualified Veterans that the Agency has determined to be eligible under the Bravo Zulu guidelines and as such is a Certified Customer.

Vendor will, with reference to a Certified Customer:

- Extend the Bravo Zulu applicant's utility service for up to five (5) business days while the agency determines whether the Veteran (applicant) is eligible pursuant the Bravo Zulu
- Upon accepting pledge from Agency for the certified customer, continue or restore utility service to customer without any increase in the Utility charges, service charges, or other charges affecting the total cost of the bill
- Invoice the Certified Customer in accordance with Vendor's normal billing practices
- Upon verbal or written request from the Agency, provide at no cost to the Agency the certified customer's billing and usage history for the previous (12) months, or available history plus monthly estimates if less than (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or fax no later than the end of the next business day following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans
- Not refuse to provide Utility Service or otherwise discriminate in the marketing and provision of utility service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or utility service

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above
- mentioned forty-five (45) day period and Vendor is provided with a signed pledge from the Agency within five (5) days of identifying a Certified Customer and making the pledge
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the certified customer is meeting the obligations under such agreement

In consideration of the mutual promises hereafter stated, County of Hidalgo Community Service Agency (CHCSA) and vendor agree as follows:

Payment Procedures/Request for Payment

1. Vendor will submit a invoice/billing per certified customer for actual services rendered to the County of Hidalgo Community Service Agency at P.O. Box 204, Edinburg, TX 78540. Invoice/billing must include
 - a) Vendor Name
 - b) Client Name
 - c) Date of Bill
 - d) Total
 - e) Client Signature
2. Submittal of invoices/billings will be at Vendor's discretion. However, submittal should not exceed thirty (30) days. Invoices/billings submitted after contract periods will not honored.

CHCSA is a non-profit governmental entity; therefore the Agency is tax exempt.

The county of Hidalgo Community Service Agency requires compliance to the Vendor Agreement and a current W-9 must be on the file before pledges will be submitted to Utility Vendor.

The Agency will:

- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge
- Pay pledges within forty-five (45) days of making pledge to Vendor
- Determine if a customer is a qualified customer within five (5) business days of contacting Vendor
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Qualified Veteran Clients

Authorized Vendor Signature

Date Agreement Signed

Print Name of Authorized Signature

Title of Authorized Signature

(Area Code) Telephone Number

Authorized Agency Signature

Date Agreement SignedJaime Longoria

Type Name of Authorized Signature

Executive Director

Title of Authorized Signature

(956) 383-6240

(Area Code) Telephone Number



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 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 - 1/30/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.1.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Cadena and Sons, L.L.C. d/b/a Tejas Restaurant and Sports Bar, 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 Lot 11, Maco Industrial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1308 Maco Drive. **CUP#161261**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Cadena and Sons, L.L.C. d/b/a Tejas Restaurant and Sports Bar, 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#161261**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020
Final Approval - 1/31/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 03, 2020

Conditional Use Permit **Renewal** for ABC –

Tejas Restaurant

Background:

Cadena and Sons, LLC, d/b/a Tejas Restaurant, 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 Tejas Restaurant.

The property is located at 1308 Maco Dr. 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\MY FILES\CUPS\ABC\ABC_A CADENA dba TEJAS RESTAURANT_1997



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 03, 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#161261 (TEJAS RESTAURANT AND SPORTS BAR)

GENERAL INFORMATION:

APPLICANT: Cadena and Sons, L.L.C. d/b/a Tejas Restaurant and Sports Bar, 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 Lot 11, Maco Industrial Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1308 Maco Drive.

ZONING: The property is currently zoned General Business District (C). The zoning to the north, south and west is General Business District (C) and city limits lie to the east. 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 DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.2.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard. **CUP#151170**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., 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#151170**

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
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020
Final Approval - 1/31/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 03, 2020

Conditional Use Permit **Renewal** for ABC –

Friends All Parties, L.L.C.

Background:

Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Friends All Parties, L.L.C.

The property is located at 2302 South Cage Boulevard. 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-M GARZA dba FRIENDS ALL PARTIES LLC_2015



MEMORANDUM

DATE: MONDAY, FEBRUARY 03, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151170 (FRIENDS ALL PARTIES, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2302 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Agricultural and/or Open Space District (A-O) to the east and Single-Family Residential District (R-1) to the west. 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.

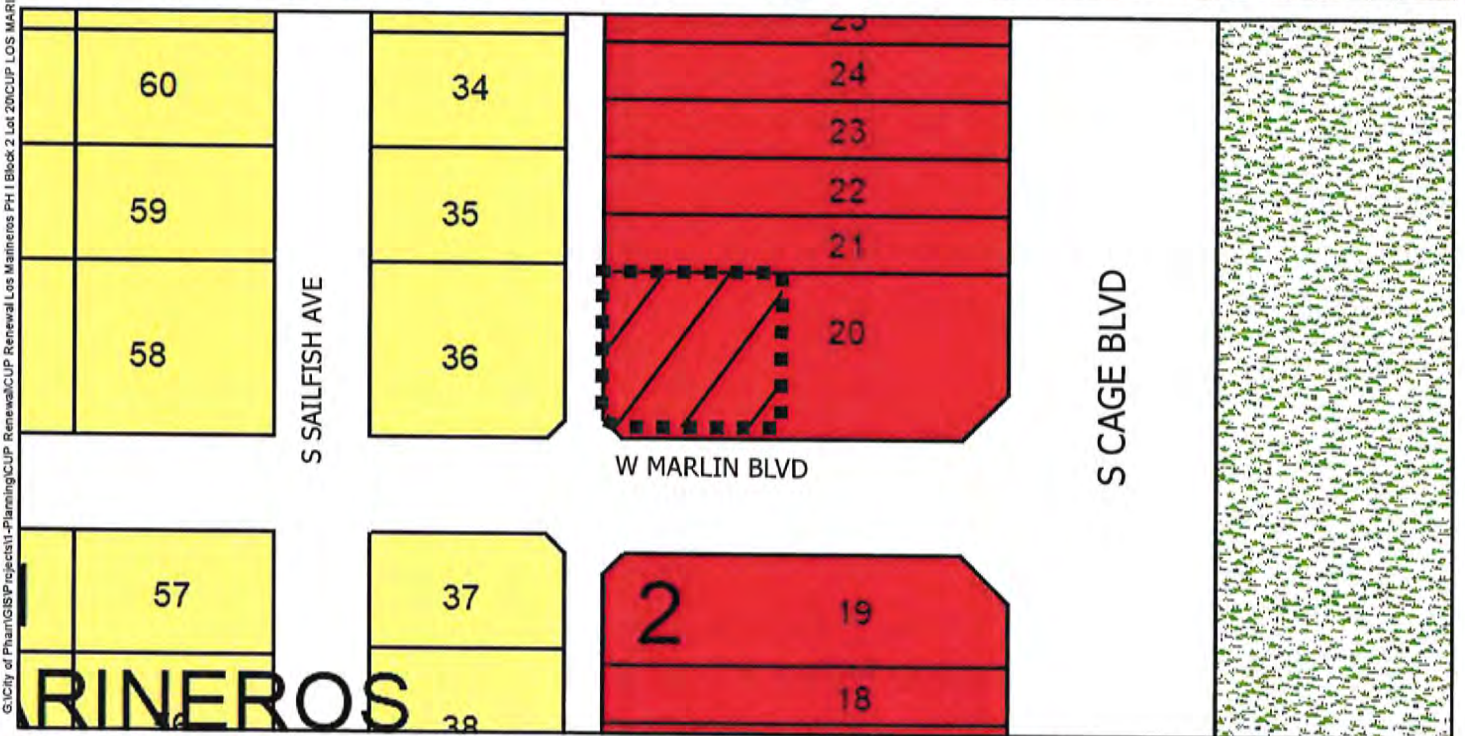
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

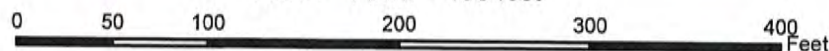
Conditional Use Permit Renewal
Los Marineros Ph I BLK 2 LOT 20
Maria Mayela Garza/ Friends All Parties L.L.C.



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 12/27/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.3.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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#151169**

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
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020
Final Approval - 1/31/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 03, 2020

Conditional Use Permit **Renewal** for ABC – Colonia Cinco Estrellas, L.L.C.

Background:

Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Colonia Cinco Estrellas, L.L.C.

The property is located at 2200 South Cage Boulevard. 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 it 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.

MEMORANDUM

DATE: MONDAY, FEBRUARY 03, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. **CUP#151169** (COLONIA CINCO ESTRELLAS, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) and General Business District (C) to the north, Agricultural and/or Open Space District (A-O) to the east, General Business District (C) to the south, and Single-Family Residential District (R-1) to the west. 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.

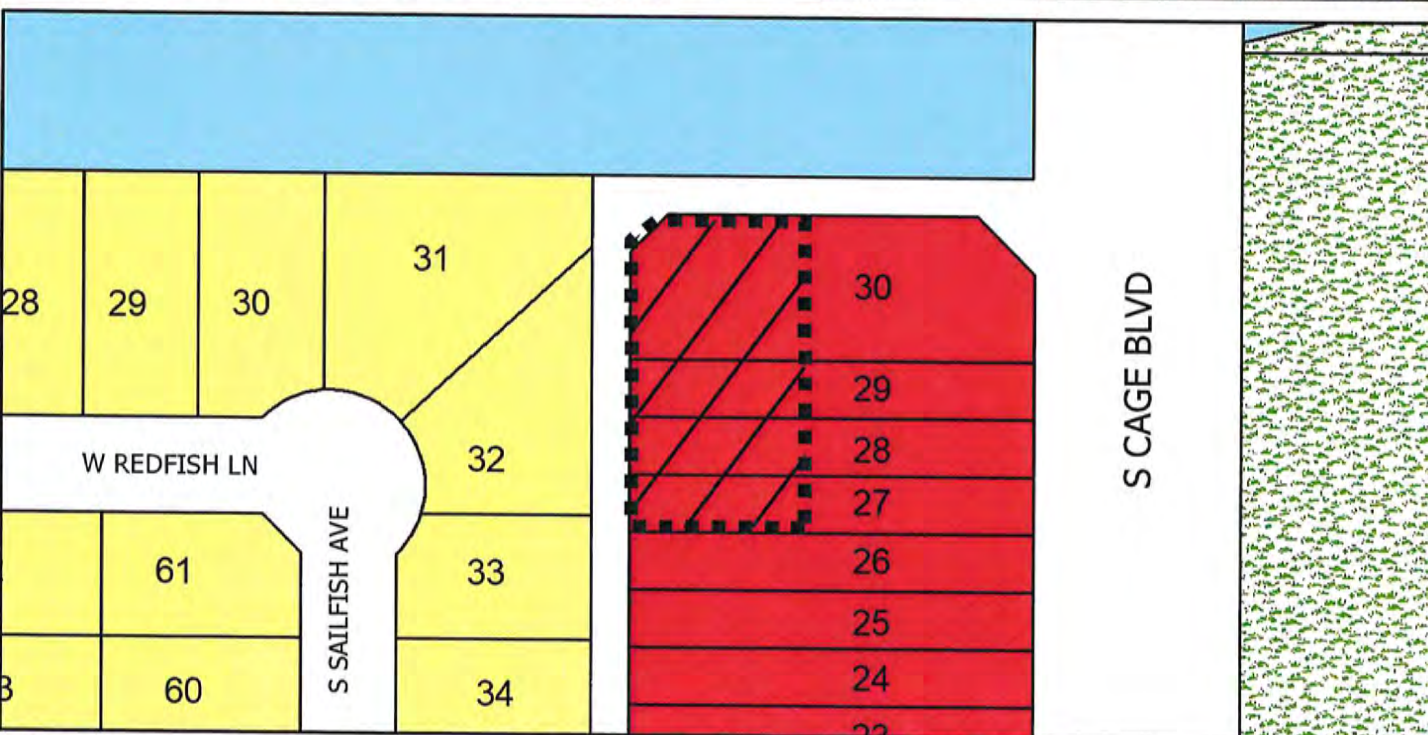
**PLANNING
DEVELOPMENT:**

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 General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

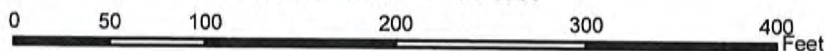
Conditional Use Permit Renewal
Los Marineros Subdivision Phase 1, Block 2, Lots 27-30
Maria Mayera Garza/ Colonia Cinco Estrellas



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 12/27/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.4.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are 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 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. **CUP#100623**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are 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#100623**

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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020
Final Approval - 1/31/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 03, 2020

Conditional Use Permit **Renewal** for ABC – Verona Event Center II, LLC

Background:

Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 9th renewal for Verona Event Center II, LLC.

The property is located at 109 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\MY FILES\CUPs\ABC\ABC_VERONA EVENT CENTER II, LLC_A & S RODRIGUEZ_2010



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 03, 2020
TO: MAYOR AND CITY COMMISSION
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#100623 (VERONA EVENT CENTER II, LLC)

GENERAL INFORMATION:

APPLICANT: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are 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 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 109 East Ferguson Avenue.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned Heavy Commercial District (H-C) to the east and west, Single-Family Residential District (R-1) to the south and Single-Family Residential District for Small Lots (R-1A) 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.
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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.

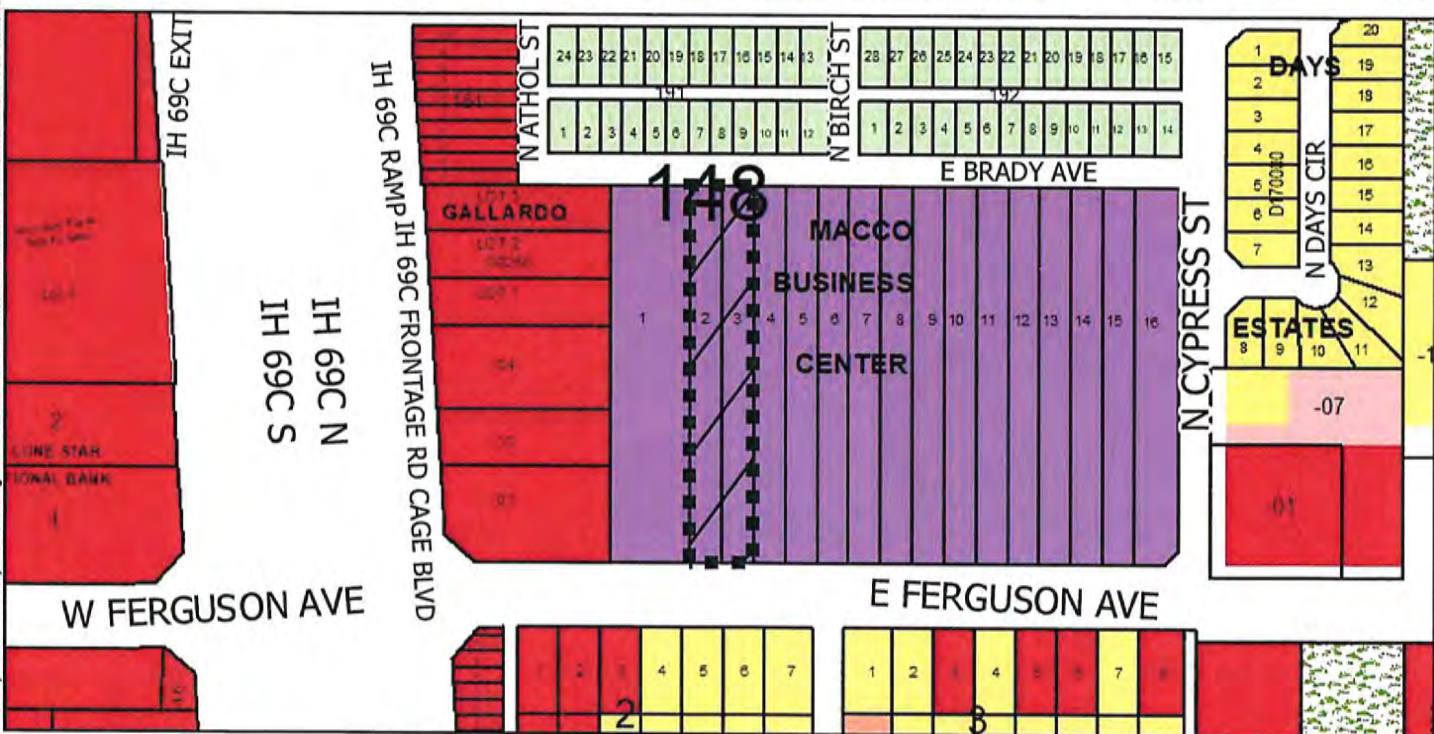
PLANNING DEPARTMENT:

Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES 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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

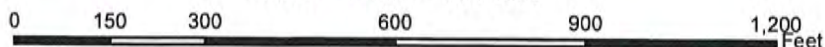
Conditional Use Permit Renewal
 Maco Business Center Lots 2-3
 Verona Event Center II
 Antonio & Sylvia Rodriguez



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 300 feet



Date: 1/21/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.5.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Leonel Cantu, representing CDFP Developers, LLC., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office Professional District (O-P) to Residential Townhouse District (R-TH). The property is legally described as being a 4.38-acre tract of land, more or less, out of Lot 186, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 700-800 Block of West Sam Houston Avenue. **COZ#200101**

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Leonel Cantu, representing CDFP Developers, LLC., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office Professional District (O-P) to Residential Townhouse District (R-TH). **COZ#200101**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Office Professional District (O-P) to Residential Townhouse District (R-TH) as the property meets area requirements and has adequate ingress and egress. 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 Office Professional District (O-P) to Residential Townhouse District (R-TH) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020
Final Approval - 1/31/2020



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: February 03, 2020

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#200101

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: January 02, 2020

1. **Applicant:** Leonel Cantu, representing CDFP Developers, LLC., owners.
2. **Requested Action:** Re-zoning request from Office Professional District (O-P) to Residential Townhouse District (R-TH).
3. **Nature / Intent of Request:** In order to develop and construct townhouses on said property.

4. **Routing to Staff:**

A. Melanie Cano, Director


Initials

1/28/20
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations


Initials

1-28-2020
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

01/27/2020
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 03, 2020
TO: MAYOR AND CITY COMMISSION
FROM: DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERMIN CITY MANAGER

SUBJECT: Re-zoning Request: From Office Professional District (O-P) to Residential Townhouse District (R-TH): Being a 4.38-acre tract of land, more or less, out of Lot 186, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 700-800 Block of West Sam Houston Avenue.

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:

Leonel Cantu, representing CDFP Developers, LLC., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office Professional District (O-P) to Residential Townhouse District (R-TH) in order to develop and construct townhouses on said property.

The subject site is physically located on the south side within the 700-800 Block of West Sam Houston Avenue and legally described as being a 4.38-acre tract of land, more or less, out of Lot 186, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Sam Houston Avenue, an 80' major collector that runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Office Professional District (O-P). On March 30, 1982, the property and the property to the south, east and west were zoned to Residential Multi-Family District (R-MF) when the city adopted the current zoning ordinance we use today. Later the subject property and the property to the east were re-zoned to Office Professional District (O-P) on March 21, 2006. The property to the north was zoned to Office Professional District (O-P) on July 01, 1986, another portion was zoned to General Business District (C) on July 19, 1990 and on September 02, 2003 the remaining portion to the north was re-zoned to Single-Family Residential District (R-1). The property is generally designated for commercial use in the Land Use Plan.

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

Fourteen (14) 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 Office Professional District (O-P) to Residential Townhouse District (R-TH) as the property meets area requirements and has adequate ingress and egress. 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 Office Professional District (O-P) to Residential Townhouse District (R-TH) 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

Leonel Cantu, representing CDFP Developers, LLC., owners,
APPLICANT

Office Professional District (O-P)
CURRENT ZONE

700-800 Block of West Sam Houston Avenue
ADDRESS

Residential Townhouse District (R-TH)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress and is compatible with
the surrounding properties.

Della Robles, Planner I
PREPARED BY

January 16, 2020
DATE

Proposed Change of Zone
4.38ac o/o Lot 186, Kelly Pharr
CDFP Developers/ Leonel Cantu

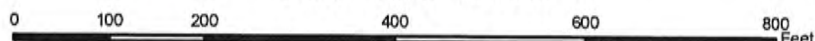


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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | 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: 1/7/2020

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.





Date: 1/7/2020

P.O.C.
TRACT-I & II
 N.M.C. LOT 186
 KELLY-PHARR SUBDIVISION

ISABEL P. SUBDIVISION
 VOL. 33, PG. 80 A
 H.C.M.R.

RIO GRANDE REGIONAL HOSPITAL
 KELLY PHARR TRACT E2E1S-W4E5S-5E3E 44'
 E W2E1S-W1E4E-5E3E 44' LOT 183 5.19AC GR 5.06AC NET
 VOL. 225N, PG. 972
 H.C.D.R.

WILLIAMS, ALLEN & KELLIE
 KELLY PHARR TRACT-E1E5S-W1E2S-1E'
 S572.3' LOT 183 2.47AC
 DOC. NO. 548954
 H.C.D.R.

CATALINA SUBDIVISION
 VOL. 35, PG. 171 B
 H.C.M.R.

BRYEN'S SUBDIVISION
 VOL. 11, PG. 26
 H.C.M.R.

LOT 9

NORTH LINE
 LOT 185

S81°35'00"E 305.80'
 S08°25'00"W 60.00'

N.M.C.
 5.56 AC.
 TRACT

P.O.B. TRACT-I

290.08'

SOUTH WESTERN
 BELL

NORTH LINE

P.O.B. TRACT-II

310.22'

NORTH LINE

60.00'

N.E.C.
 5.56 AC.
 TRACT

SAM HOUSTON AVENUE
 600.30' (100.00' R.O.W.)

N08°25'00"E 394.67'

WEST LINE
 TRACT-I

TRACT-I
 2.55 acres

S08°25'00"W

N08°25'00"E

EAST LINE TRACT-I

WEST LINE TRACT-II

370.66'

370.66'

TRACT-II
 2.55 acres

60.0' INGRESS & EGRESS ESMT.
 VOL. 1749, PG. 624 & VOL. 3271, PG. 236
 H.C.D.R.

EAST LINE
 TRACT-II

60.21'

S08°25'00"W 344.97'

NOT A PART OF THIS SURVEY

CHAINLINK FENCE

GONZALEZ, GENARO & MARIA E
 KELLY PHARR TRACT LOT 186-W1S676'
 E353.58' N302.82' 1.11AC GR 0.36AC NET
 VOL. 2922, PG. 57A
 H.C.D.R.

S.W.C.
 5.56 AC.
 TRACT

291.07'

SOUTH LINE
 TRACT-I

N86°19'00"W

602.35'

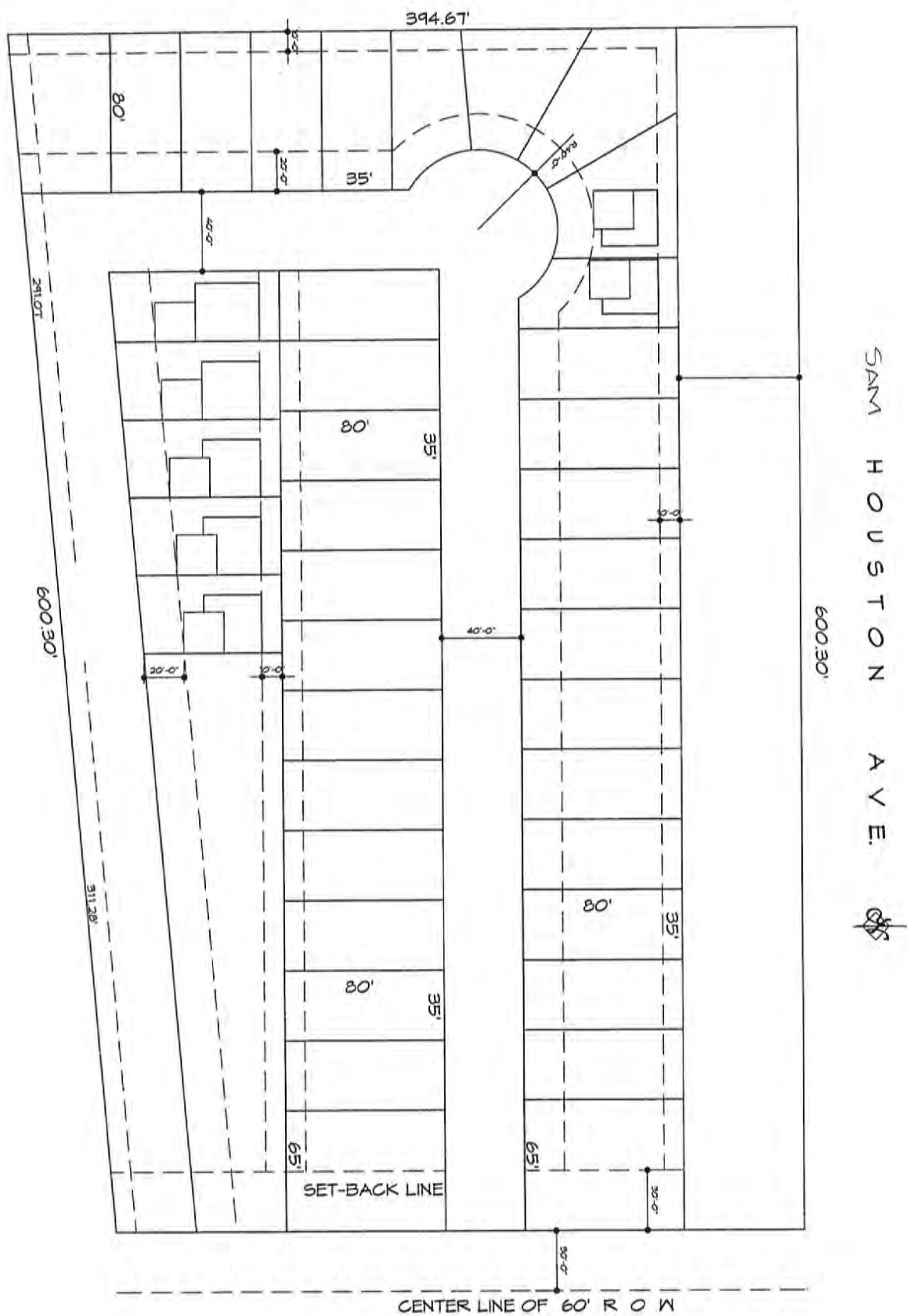
SOUTH LINE
 TRACT-II

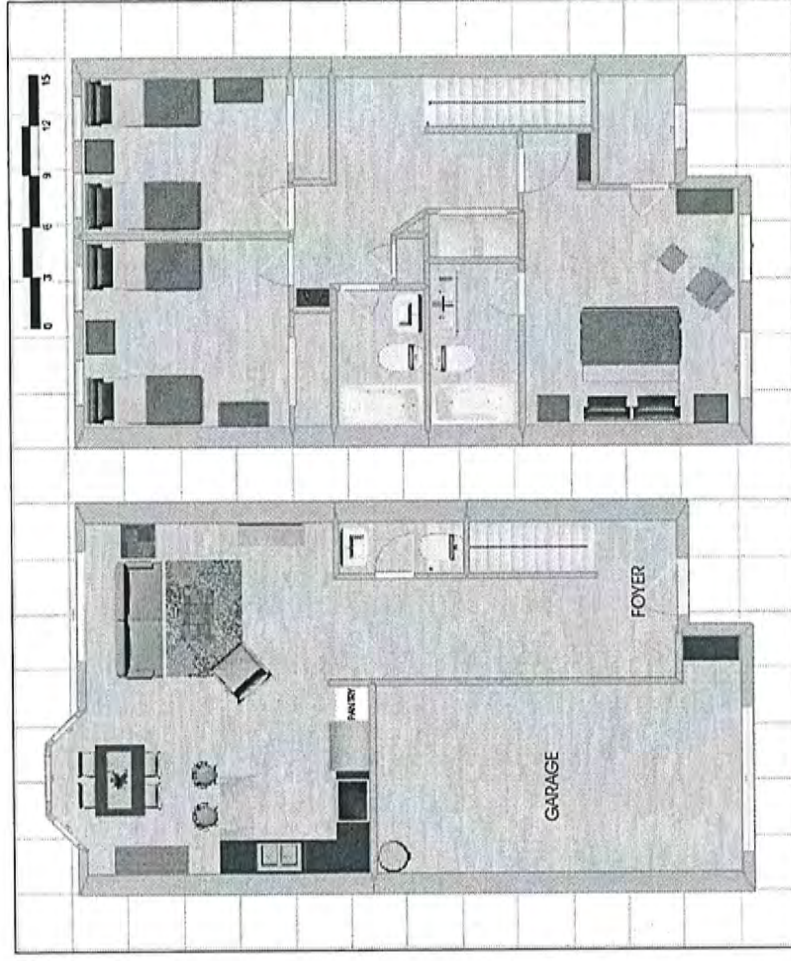
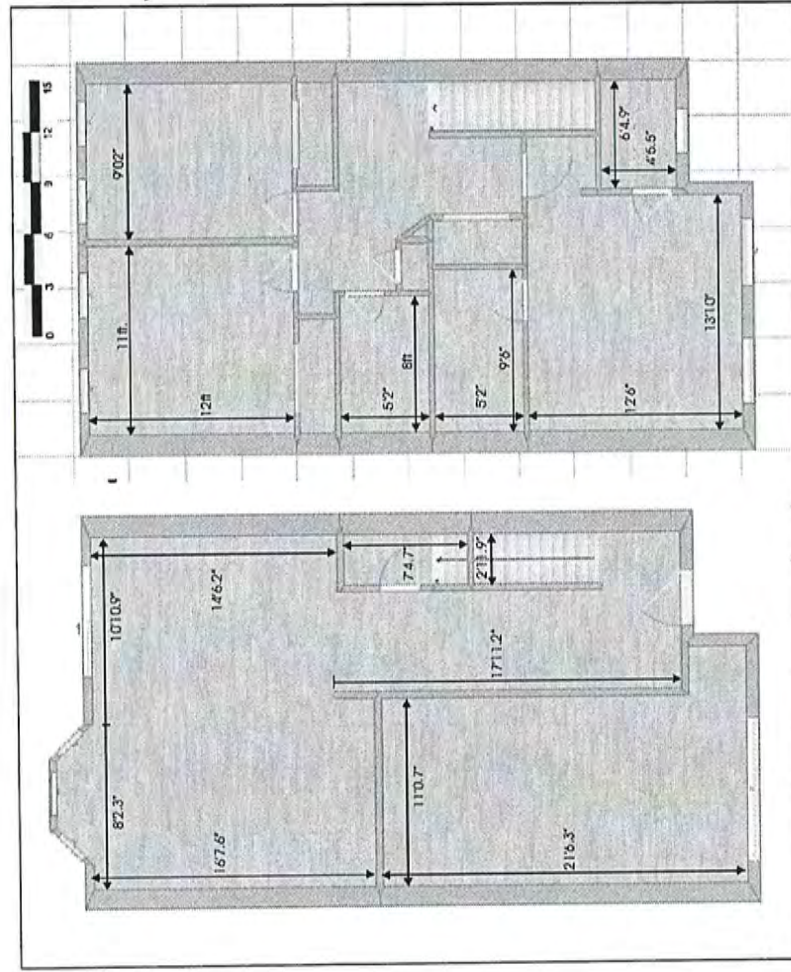
311.28'

S.E.C.
 5.56 AC.
 TRACT

ELEA, DONALD J MD
 R TRACT-E10.73AC EXC HW 1.11AC
 58AC IN D/O LOT 186 & NE 4AC
 IN D/O LOT 189 7.85AC GR 7.70AC NET
 VOL. 3255, PG. 555
 H.C.O.R.

I.F.S.
 P.O. Box 1300
 Charlotte, N.C.
 28201-1300









AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.I.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 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 - 1/30/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.I.1.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: R. Gutierrez Corporation, representing Andres Rodriguez and Ismael Rodriguez, owner's, are requesting final plat approval of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision. The property is legally described as being a 1.00 acre tract of land, being all of Lot 28, Addition to Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 304 West Las Milpas Road. **SUB#180825**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: R. Gutierrez Corporation, representing Andres Rodriguez and Ismael Rodriguez, owner's, are requesting final plat approval of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision. The property is legally described as being a 1.00 acre tract of land, being all of Lot 28, Addition to Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 304 West Las Milpas Road. **SUB#180825**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano

Created/Initiated - 1/29/2020
Approved - 1/29/2020
Approved - 1/29/2020

City Management Office

Final Approval - 1/31/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 03, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: REPLAT OF LOT 28, ADDITION TO LAS MILPAS SUBDIVISION FILE NO. SUB#180825
--

GENERAL INFORMATION:

APPLICANT: R. Gutierrez Corporation, representing Andres Rodriguez and Ismael Rodriguez, owner's, are requesting final plat approval of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.00 acre tract of land, being all of Lot 28, Addition to Las Milpas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property physical address is 304 West Las Milpas Road.

ZONING: The property is currently zoned Medium Density Multi-Family District (R-3). The adjacent zones are Two Family Multi-Family District (R-2) to the north and west, Single Family Residential District (R-1) to the south and Two Family Multi-Family District (R-2) and High Density Multi-Family District (R-4) to the east. The property is designated for single family in the Land Use Plan.

PROPERTY PROPOSED USE: Multi-Family residential and single family.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision 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.

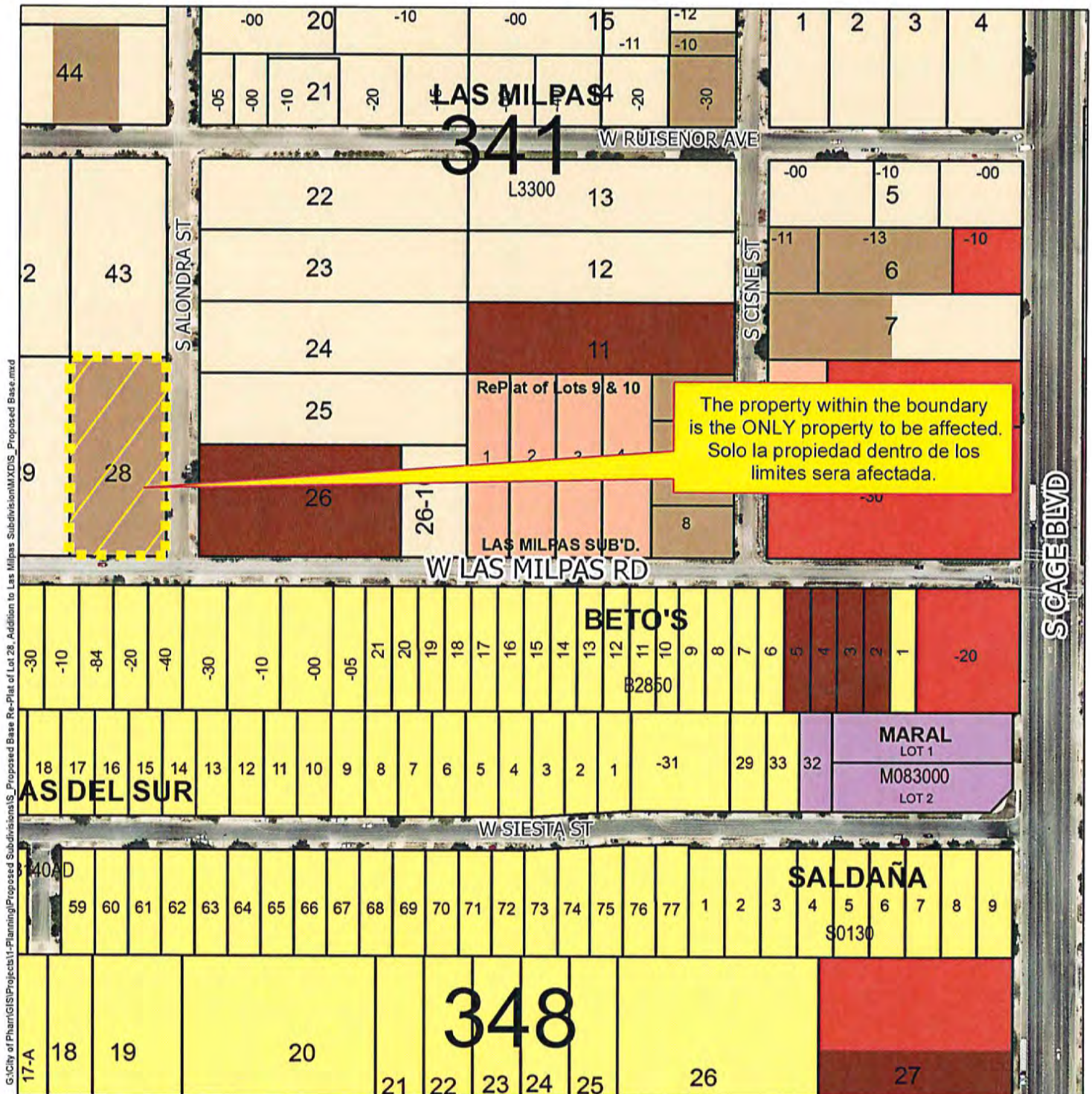
WATER: 1. In compliance.

SEWER: 1. In compliance.

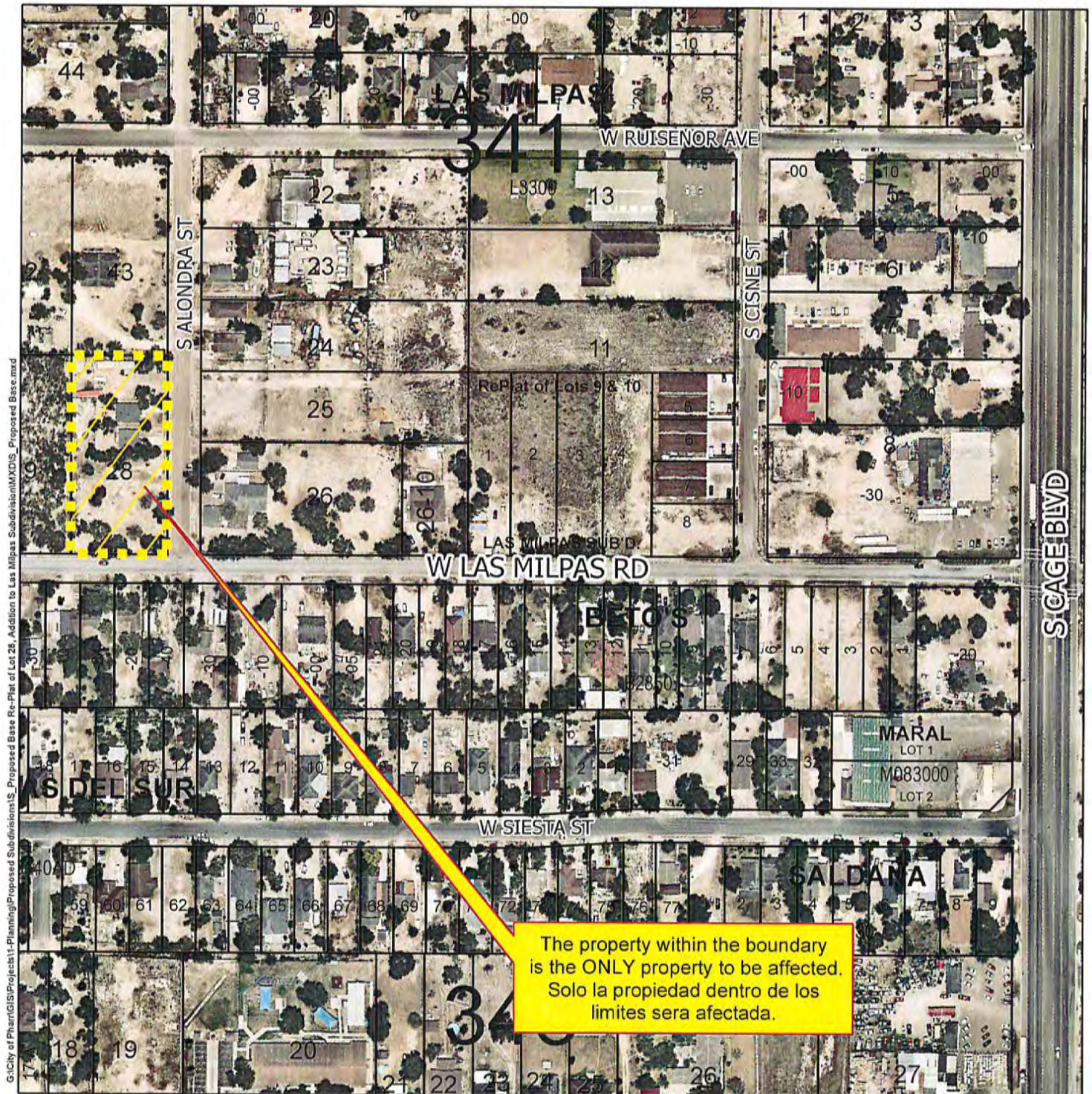
DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Replat of Lot 28, Addition to Las Milpas Subdivision



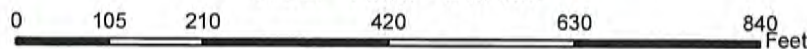
Proposed Subdivision
 Re-Plat of Lot 28, Addition to Las Milpas Subdivision
 R Gutierrez Engineering Corporation



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 = 215 feet



Date: 10/22/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 22, 2020

MEETING DATE: February 3, 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. ***(3rd and Final 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 - 1/22/2020
Approved - 1/28/2020
Approved - 1/29/2020
Final Approval - 1/31/2020

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~~

PERSONNEL POLICY MANUAL

Adopted: February 3, 2020

~~CITY OF PHARR
P.O. BOX 1729 • 118 S. CAGE BOULEVARD
PHARR, TEXAS 78577~~

CITY OF PHARR
P. O. BOX 1729
118 S CAGE BOULEVARD
PHARR, TEXAS 78577

**~~FOR CONSIDERATION AND APPROVAL~~
~~BY THE PHARR BOARD OF CITY COMMISSIONERS ON~~ **SEPTEMBER 05,**
2017**

AFFECTED ORDINANCES

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

**THE PROVISIONS OF THE ORDINANCES LISTED BELOW TO THE
EXTENT THEY ARE RETAINED, ARE HEREBY CARRIED FORWARD INTO
THIS UPDATED PERSONNEL POLICY MANUAL AS SPECIFIED HEREIN,
AND THE ORDINANCES LISTED BELOW ARE THEREFORE HEREBY
SUPERSEDED AND RENDERED NULL AND VOID**

**O-2007-29;- O-2007-54;- O-2008-19;- O-2008-53;- O-2009-06; - O-2010-51;
O-2011-42;- O-2012-39; - O-2012-44; O-2016-32; O-2017-35;**

**THIS INCLUDES BUT IS NOT LIMITED TO AND ANY OTHER ORDINANCE
PROVISIONS RELATED TO PERSONNEL POLICIES
RULES AND REGULATIONS
COVERED BY THIS MANUAL**

Leadership Traits

Pharr **PRIDE** = **P**rofessionalism, **R**espect, **I**ntegrity, **D**iscipline, **E**thics

Professionalism in your work and appearance.

Have pride in the work that you do, it will be what you are known for. If you perform poorly and your level of effort is minimal, it will show and it will tarnish your reputation as such. The work you do represents who you are, so take pride and do a professional job.

If there are certifications to your level of expertise, get them; do not sit back and only do your job, make it a career.

Professionalism is expected of everyone. This includes professional customer service, proper dress attire, and appropriate relationships with co-workers, employees and citizens.

Respect for yourself, your co-workers, employees and citizens.

Respecting yourself means doing what is needed to be a well-rounded person; you have to be mentally, physically, and spiritually stable in order to perform well at work. Complications due to instability leads to lack of productivity and maximum effort at work.

Respecting your co-workers and employees will lead to a good, more productive team. Without a good team, no Manager/Supervisor/Director/City Manager could ever provide the high quality services that the citizens deserve. Respect them by making sure they are properly trained, treated fairly, and allowed opportunities to grow.

Our Citizens are the reason we have jobs. Every citizen, regardless of their economic status, will be respected and treated fairly. If we expect compliance from them, we must comply ourselves. There will be no favoritism, no “compadrismo.”

Integrity in your work and in your life.

Integrity is the cornerstone of your character. You will not be an effective leader unless you earn the trust of your co-workers, employees and our citizens.

Being accountable for your actions, and acting with pride and honor when all eyes are on you, and even more so when no one is watching. Great leaders must first be great men and women.

Discipline in what you do.

Having discipline will allow you to lead by example: dress, speak and act proper, treat people with courtesy and respect, arrive and leave work when you are scheduled to, complete your work assignments on time, and always get the job done.

Set clear expectations and boundaries, and always be consistent.

Any organization cannot thrive without rules. You have to make sure your employees work according to the values and conduct the City Administration is trying to uphold. If one or a number of them decide to turn away from these sets of values, this will surely reflect on how people perceive the City.

Ethics is key to meeting and respecting the taxpayer's expectations and resources.

Everyone is expected to perform their duties in an ethical, fair, legal manner free of conflict of interests.

You must adhere to moral, professional and legal standards of conduct in the fulfillment of your professional responsibilities in order to enhance your performance and meet expectations.

Every profession adheres to ethical standards. This can also be called Code of Conduct, Code of Ethics, and Code of Professional Ethics.

Leadership Principles

- ❖ Know yourself and seek improvement.
- ❖ Be technically and tactically proficient.
- ❖ Know your team and look out for their welfare.
- ❖ Keep your team informed.
- ❖ Lead by example.
- ❖ Ensure the task is understood, supervised, and accomplished.
- ❖ Train your staff as a team.
- ❖ Make sound and timely decisions.
- ❖ Develop a sense of responsibility among your subordinates.
- ❖ Employ your command in accordance with its capabilities.
- ❖ Seek responsibility and take responsibility for your actions.

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~~EXHIBIT 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 ~~P~~ersonnel 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~~inal~~ 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 CommissionersCity 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 Citycity, is hired by and is accountable to the elected Board of CommissionersCity Commission. Except as otherwise provided in this Mmanual, 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 Citycity 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 Ccity-generally, and of each specific Ddepartment is also controlled by the City Manager and the Board of CommissionersCity Commission. The number of budgeted and recognized positions is handled through the budget process, taking into account the needs of the Citycity 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 staffDepartment Directors will assist the City Manager in setting and enforcing standards of eEmployee conduct, welfare and morale citywide. in their departments.

Section 5. Department Director. Department Directordirectors will be responsible for the proper and effective administration of these policies and proceduresRules 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 Policies Manual. In the event of conflict in any section, this Personnel Policies 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 cCity 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 Ccity 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 ddepartment dDirector 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 co~~contract provisions (if any), by civil service statutes, by local civil service rules and regulations, and by departmental rules and regulations and standard operating procedures, in that order.

A. To the extent that a labor agreement has incorporated by reference provisions of this 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 Mmanual 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 ~~Dd~~department 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.

A.

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 ~~employed~~~~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 ~~employed~~ ~~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 ~~employed~~~~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 ~~six~~~~three~~ (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 City's obligations, if any, to pay overtime rates as per federal law, all Employees are classified as either "exempt" or "non-exempt" in accordance with the guidelines established by federal law.

Section 2. "Exempt" Employees are those who are not subject to the overtime provisions of the Fair Labor Standards Act (FLSA). Examples of exempt Employees are the City Manager, the City Clerk, all Department Directors, all Assistant Department Directors and other positions that qualify as exempt under FLSA.

- A. The determination of who is exempt is based upon an Employee's actual job duties 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 City must pay an overtime rate of pay.
- C. City mandated training time will be considered as productive time, that is, "worked time" for purposes of calculating whether the City must pay an overtime rate of pay.

Section 4. Any overtime hours worked by non-exempt employees must be approved by the employee's department Director or designee. Non-approved overtime work shall be compensated, as required by law, but may serve as grounds for discipline, as allowed by law, for failure to abide by this overtime approval policy.

CHAPTER 9.

CHAPTER 9.RESIDENCE REQUIREMENTS

Section 1. City employees are not required to reside in the ~~c~~Continental 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 ~~C~~city is not responsible for any travel costs incurred in commuting to and from work or duty stations when coming on or off ~~of~~ duty.

CHAPTER 10. NEPOTISM POLICY: STATE LAW

Section 1. Baseline Policy: State Law. As an initial matter, the ~~C~~city's nepotism policy shall comply with any and all requirements imposed by state law, and applicable state law is hereby incorporated by reference. Therefore, with respect to ~~c~~City's public officials, the ~~c~~City's baseline nepotism policy is governed by Chapter 573 of the Texas Gov't Code, which is hereby incorporated by reference. See Exhibit B.

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~~ernment~~~~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~~ernment~~~~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) ~~I~~the Municipal Judge(s).
- B. The appointment of any boards, panels, committees recognized under the City Charter and who would be directly or indirectly compensated from public funds or fees.

Section 6. Appointed Officers as Public Officials. As applied to appointed officers of the ~~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 CommissionersCity 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~~ernment~~ 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 their dDepartment when there exists an apparent, but not an actual, violation of this policy.

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

CHAPTER 11. NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS

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

Section 2. Managerial Staff and Subordinate Employees. Any cCity 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 Ssame lLevel. Depending on the circumstances, some forms of non-professional relationships between employees of the same level may be appropriate. However, if a relationship or social activity between two or more employees of the same level:

- A. Has the potential or effect of involving the employees, their coworkers, or the company in any kind of dispute or conflict with other employees or third parties;
- B. Interferes with the work of any employee;
- C. Creates a harassing, demeaning, or hostile working environment for any employee;
- D. Disrupts the smooth and orderly flow of work within the office, or the delivery of services to the residents of the City of Pharr, or in the community at large;
- E. Harms the goodwill and reputation of the City of Pharr among its residents or in the community at large; or
- F. Tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) responsible for such problems will be subject to

disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 4. City Equipment and Facilities. No employee may use City equipment or facilities for furtherance of non-work-related activities or relationships without the express advance written permission of the City Manager. Employee(s) who violate this rule will be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 5. Questionable Conduct. Employees who conduct themselves in such a way that their actions and relationships with each other become the object of gossip among other employees of the City of Pharr, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the Human Resources department to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance or resolve the problem may subject the employee(s) to disciplinary action, up to and potentially including termination of employment.

Section 6.

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 isare any former employee who meets one or more of the following conditions:

- A. ~~A former employee~~ W who was terminated for disciplinary violations; or,
- B. ~~A former employee~~ W who resigned while under investigation for misconduct; or,
- C. ~~A former employee~~ W 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. EMPLOYMENT OR –APPOINTMENTS TO A JOB POSITIONS

Section 1. ~~Employment 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 offer of employment. ~~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 ~~G~~cCity'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 ~~G~~cCity 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~~City retains the unilateral authority to alter or change its pay cycles at any time, ~~City will-but-would~~ give advance notice of such a change before it ~~is -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 an employee's 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 cCity'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 cCity'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. OIn any department, overtime will be authorized or directed only when it is in the interest of the cCity and is the most practicable~~le~~ 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 which may includ~~ing~~e 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 ~~CC~~City of Pharr FLSA ~~NonON-~~~~ExemptXEMPT~~ personnel is allowed when, in the judgment of the employee's ~~Department Director~~department director, overtime is necessary.

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

CHAPTER 20. ADVERSE INCIDENT PAY

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

Section 2. **Adverse Incident Procedures.**

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

Section 3. **Impact Periods.**

- A. Pre-Impact Period - This is the time prior to a potential adverse incident and includes emergency response activities and mitigation measures by the City of Pharr's departments in preparing or responding to an adverse incident or potential adverse incident. This period may begin when the City Manager, or designee, notifies department directors or managers an adverse incident has the potential to occur and/or the city Emergency Operations Center (EOC) is activated.
- B. Impact Period - This is the time during which emergency response activities continue and/or restoration of critical services are conducted to protect life safety, property and the environment, and most routine city business functions may be suspended. During this period, city management may designate key essential personnel to take mandatory shelter in a facility recognized or approved by the city (EOC, designated shelter, etc.). The Impact Period begins when a majority of routine city business functions are closed and ends when the City Manager, or designee, notifies employees that it is safe for most routine city business functions to resume and city employees to return to work.
- C. Post-Impact Period - This is the time in which restoration of non-critical services are conducted and the city is poised to reestablish

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

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

- A. “Emergency Non-Essential” – Depending on the incident, a needs assessment will be made, some employees may be temporarily dismissed from work, concurrently or successively. Those employees will be categorized as “Emergency Non-Essential” and will be placed on paid administrative leave in accordance with this policy.
- B. “Emergency Essential” – Each department director, or designee, is responsible for identifying those employees who will be required to remain or respond during an adverse incident, those employees will be designated as “Emergency Essential.” “Emergency Essential” employees may be required to be available immediately before (Pre-Impact), during (Impact), and after (Post-Impact) and may be assigned within the Emergency Operations Center, designated shelter or other areas of the city during the adverse incident to perform duties directly related to the adverse incident conditions, as determined by city management.
- C. Emergency or Alternate Duty Assignment - Prior to or during an adverse incident, the City Manager, or designee, may assign employees to any duty to the extent that the city is not in violation of any state or federal Law. This includes employees of one department serving in an emergency capacity for any department or function as assigned.

Section 5. General.

- A. No employee is excused from work during the Pre-Impact, Impact or Post-Impact Periods until the City Manager, or designee, through their department director, or their designee, authorizes employees to leave, even if a public announcement of office closures or suspension of routine city business functions is issued. Employees

must return to work as soon as the Impact Period is over (within 24 hours or next regular scheduled shift) to participate in the city's recovery. Employees dismissed from work during an adverse incident will be on paid administrative leave but for no more than 40 regularly scheduled work hours. No adjustment will be made for employees that are using previously approved time off or other non-compensable type of absence.

- B. Paid administrative leave will start when the employee is dismissed by his/her department director and will continue until the City Manager, or designee, notifies employees that it is safe to return to work, but not exceed 40 regularly scheduled hours. Employees are expected to return to work on their next scheduled day or shift following the City Manager, or designee, notification the Impact Period is over. The employee shall check with their immediate supervisor or department director on when and where to report upon returning to work. If an employee fails to return to work or cannot return for other reasons, then the work time lost will be identified as leave of absence without pay, unless on a case by case basis other paid leave (vacation, sick, etc.) is approved. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours. If additional paid administrative leave is not authorized by the City Manager, or designee, the employee may opt to utilize accrued paid vacation or accrued compensatory time to account for any hours not worked.
- C. The City of Pharr recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an adverse incident. When evacuation of personal residences is required, Emergency Essential Employees will be permitted and expected to make arrangements for their families like any other individual, including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of paid administrative leave for this purpose. Employees who are not able to return to work because of emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at city facilities due to impassable roadways, etc.) must contact their department director, or designated supervisor, as soon as possible and to be placed on paid administrative leave. Any employee who is found to have failed to return to work when conditions permitted their return will be considered as an unauthorized absence from work, which may be sufficient cause for disciplinary action up to and including termination.

- D. During an adverse incident, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.
- E. At city management's discretion, previously approved leave, vacation, etc., for essential employees may be canceled when an adverse incident has the potential to occur or exists. Failure to return to work upon notice, either written or verbal, that leave has been canceled will be deemed as an unauthorized absence from work or assignment, which may be sufficient cause for termination.
- F. All other policies concerning pay shall comply with the City of Pharr's Personnel Rules and the Fair Labor Standard Act.
- G. At the conclusion of the Adverse incident the City Personnel Policies shall be fully in effect.

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

- A. Exempt Employees.
 - 1) During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the city in preparation for a potential adverse incident shall be paid according to the normal pay policy. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division within the Human Resources Department.
 - 2) During an Impact Period and Post-Impact Period, essential exempt employees authorized to perform work for the benefit of the city related to the incident shall be paid at their overtime computed rate for each hour worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. The exempt-status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this policy.
 - 3) During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the city (EOC, designated shelter, etc.) they shall be paid at their overtime computed rate for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the city may vary by department or individual as determined by the department director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. Exempt employees

not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.

- 4) The exempt employees' computed hourly rate shall be applied to hours worked on weekends, holidays, and any hours over their regular daily schedule during the Impact and Post-Impact Period as determined by the department director, or designee, and/or City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 5) During an Impact Period, exempt employees released from work, which are not required or are unable to report to work due to the conditions created by the adverse incident, shall receive paid administrative leave for up to 40 normally scheduled hours. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 6) Once an Impact Period has ended, an exempt employee shall check with their immediate supervisor, or department director, on when and where to report upon returning to work. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case- by-case basis. Failure of the employee to contact their department director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.
- 7) Nothing herein shall be construed to affect the exempt status of such employees.

B. Non-Exempt Employees.

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

Payroll Division. The Pre-Impact work hours shall be separated from the normal daily work hours performed.

- 2) During an Impact and Post-Impact Period, non-exempt employees authorized to perform work for the benefit of the city related to the incident shall be paid at their overtime rate for all hours worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 3) During an Impact Period when key essential employees are required to reside in a facility recognized or approved by the city (EOC, designated shelter, etc.) they shall be paid their overtime rate of pay for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the city may vary by department or individual as determined by the department director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 4) During the Impact Period, non-exempt employees released from work and are not required to report to work or cannot get to work because of conditions due to the adverse incident shall receive paid administrative leave pay for up to 40 normally scheduled hours unless requested to return to work before the 40 hours has been exhausted. These hours shall not count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 5) Once an Impact Period has ended, a non-exempt employee shall check with their immediate supervisor, or department director, on when and where to return and report upon returning to work. Failure of a non-exempt employee to return to work within 24 hours or their next regularly scheduled workday or shift after the adverse incident has been canceled will cause the employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of the employee to contact their department director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to

work may result in disciplinary action up to and including termination.

5)

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 ~~NONon-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 Citycity holidays for the cCity'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.

Section 5. Annual leave will be administered as follows:

- Annual leave will be credited on a pro-rata basis using the date of hire of each employee.
- Annual leave may be used and shall be charged in one (1) hour increments for all employees.

Comment [AC1]: As per City Manager all employees should be treated the same when it comes to accruals.

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

- 1) The City Manager is authorized to modify the increments charged if such is necessary as a matter of administrative discretion. Any modification shall be done by a city-wide administrative directive.
- C. Annual leave may not be transferred between employees, unless any such leave donations is specifically authorized by the City Manager.
- D. Department ~~Director~~directors are authorized to schedule and approve annual leave giving due consideration to the staffing needs of the ~~C~~city and the interest of the employees.
- E. Employees on annual leave are subject to be recalled to duty if in the discretion of ~~c~~City management the staffing needs of the ~~City~~city warrant such a recall.

Section 6. Except as otherwise provided in this Manual, employees shall be paid their accrued annual leave.

Section 7. Accrued annual leave that is paid at the time of separation of employment will be paid at the permanent rate of pay of the ~~individual~~ee employee.

CHAPTER 256. ~~B~~EREAVEMENT 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 ~~s~~ 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~~90 calendar days shall be separated from employment as a non-disciplinary separation.

Section 6. The ~~927~~0 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 ~~C~~city in good standing pursuant to the Texas Municipal Retirement System guidelines, and the employee, at the time of retirement, ~~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 up to 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, unless otherwise agreed to in writing.
- C. In the event a ~~c~~City employee dies, whether on or off duty, and an with accumulated sick leave balance remains, 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). Payment ~~and any~~

~~pay-out~~ shall be made 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-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~~ **FOR USE AS SICK LEAVE**

Section 1. The ~~c~~City shall allow its employees the ability to donate accrued annual leave time for the benefit of another employee as sick leave ~~as specified in this policy~~, once that employee's annual and sick 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, by 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 ~~balance~~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 City; provided, however, that such leave will be treated as unpaid leave.

- A. An employee on workers' comp leave shall not accrue sick or annual leave during the period that the employee is on workers' comp leave, unless the employee is on full salary continuation.
- B. An employee on 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 cCity. 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 90270 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 27090 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 cCity 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.

Section 8.

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

Section 1. The ~~C~~city is committed to implementation of the Family Medical Leave Act ("FMLA") to the fullest extent required by law.

Section 2. Invocation of FMLA should be done in accordance with procedures outlined in this ~~m~~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;~~i~~;
- 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;~~i~~
- 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 ~~leave~~time so as to continue to receive pay and benefits. Accrued sick leave may not be used for salary continuation purposes.

Section 3. Granting an employee a leave of absence is strictly discretionary and no employee is entitled to any such leave of absence. If a leave of absence is approved, the employee will be notified of the terms of that leave such as approved length, fringe benefits status during the leave, and the procedure to be followed on return from leave.

Section 3.

Section 4. An employee who has exhausted all earned sick leave, annual leave, FMLA leave and any other leave, may be terminated from employment. ~~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 Policy Manual, or as otherwise required by supervisory personnel, and that any non-compliance with these standards may result in an adverse personnel decision.

CHAPTER 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 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 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 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 cCity'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 Citycity 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 cCity'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. 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 Pperformance 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 Ccity 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 ~~d~~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 cGity 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 Gcity.
- D. Any other conduct, either in connection with Gcity business or of such a public nature that it adversely reflects on the cGity or the employee's ability to function satisfactorily as a cGity employee.

CHAPTER 4140. DISCIPLINARY & ~~TRAINING~~ PROCEDURE

Section 1. The cGity endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. However, the cGity 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. ALCOHOL, SUBSTANCE ABUSE, AND 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 detectable level of a controlled substance in a positive drug test shall subject an employee to disciplinary action, up to and including discharge.

Section 3. Prescription drugs prescribed by a licensed medical practitioner for the person using or possessing them and over-the-counter medications are not prohibited by this policy, provided that they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication's label.

- A. Provided, however, that any employee whose duties include operation of motor vehicles or machinery, taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which drug or medication is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his or her supervisor or the 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~~^{are} 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 Testing.** Under the direction of the City Manager, random tests may be conducted on selected groups of employees, particularly those involved in law enforcement, fire suppression, or in other recognized safety sensitive positions. Any random test called by the City Manager shall be mandatory.
 - 1) Random selection shall be determined by a qualified outside service provider.

Section 5. Testing Procedures. When probable cause exists that an employee has used unauthorized controlled substances at any time or is under the influence of drugs or alcohol while on duty, the employee shall be required to submit to testing.

Section 6. The ~~c~~City will ~~utilize its best efforts to make every effort to~~ utilize a responsible drug and substance abuse testing laboratory that satisfies~~es~~ 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 cCity from evaluating other incidental misconduct or performance issues that do not depend on the outcome of a test result.

Section 8. 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 9.

Section 9. ~~Discipline. Violations of the substance abuse policy will be grounds for termination.~~

Section 9. 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 Ccity.

Section 10. Discipline. Violations of the City's alcohol and substance abuse policy will be grounds for termination.

Section 11.

Section 11.

Section 11. Definitions under this policy shall be as follows:

- A. "Illegal drug" includes heroin, cocaine, crack cocaine, cannabinoids (marijuana, hashish, THC), and PCP (Phencyclidine), LSD (lysergic acid diethylamide) or any other controlled substance not validly prescribed by a physician.
- B. "Controlled substance" includes all of the above illegal drugs plus any other substances covered by Schedules I through V of the Federal Controlled Substances Act (21 U.S.C. 801 at seq.) o~~r~~ the Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code). Controlled substances include amphetamines, barbiturates, methadone, benzodiazepines, methaqualone, morphine, codeine, and anabolic steroids.
 - 1) A controlled substance is "unauthorized" if the employee does not have a valid prescription for that substance at the time of its use or possession.
- C. "City premises or worksites" include all property, buildings, structures, job sites (where an employee is working), parking lots,

and means of transportation owned, leased, or otherwise used for cCity 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 12. Acknowledgment of Compliance. Compliance with the City of Pharr's Alcohol and ~~Substance Abuse~~Drugs Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. Employees will be required to sign an acknowledgement of understanding which will become part of each employee's personnel file. ~~Current employees will be required to sign an acknowledgment of understanding which will become part of each employee's personnel file.~~

Section 12.

CHAPTER 4~~23~~. 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 cCity 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 Ccity 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 eEmployees are at work, all eEmployees 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 Gcity 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 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 available position for which the employee qualifies, within the City, if qualified and if one is available, or otherwise discharged.

Section 4. Any City employee required to operate a motor vehicle who is convicted of any of the followings violations shall be subject to immediate termination of employment:

- A. A plea of guilty or nolo contendere is considered the same as conviction for:
- 1) Driving while intoxicated or under the influence of drugs or alcohol; Intoxication assault with a motor vehicle;
 - 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 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 ~~G~~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 ~~professionally and maintain a neat and clean appearance. -neatly and conservatively to include personal hygiene. Employees should exercise~~ 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 ~~G~~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 include:
 - 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 include:
 - 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 ~~c~~City's expectations for the standard dress code. The ~~d~~Department ~~D~~irector will determine whether business casual attire is appropriate depending on the employee's work area or position.

A. Guidelines for Business Casual Attire

- 1) Polo Shirt, collared shirt or sweater
- 2) Pullover collared polo shirts must be tucked into the slacks and of conservative style and color

- 3) Khaki or dress pants must be worn with a belt
- 4) Dress shoes or leather boots

Section 5. General Guidelines for Attire.

- A. Shoes - Must coordinate with business attire. Should be kept polished and in good repair. Open toe (with straps) shoe styles are allowed. ~~Footwear such as sandals, thongs, and mules are not allowed. Tennis shoes are not allowed.~~
- B. Belts - Belts are considered part of all business attire, unless the clothing is designed to be worn without a belt.
- C. Accessories - Jewelry must be tasteful, not excessive and must coordinate with business attire. Earrings are allowed. Eyebrow rings, nose rings, lip rings, tongue studs are prohibited. Two pair of earrings may be worn. Men are not allowed to wear earrings. Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn. Message buttons or pins are not permitted, except those issued by the City of Pharr and those approved by the ~~d~~Department ~~d~~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 b~~ Bare feet are not permitted.
- J. Sweatshirts/sweatpants, shorts and cut-offs are not permitted.
- K. Faded or torn jeans are not permitted.
- L. Low cut blouses, shirts and dresses are not permitted and no cleavage should be shown.
- M. Blouses and shirts that are glittery or transparent are not permitted.
- N. Dresses, blouses, shirts, pants, slacks or skirts that are too tight to the skin are not permitted.
- O. Any apparel containing obscene slogans, foul language or other emblems or writing that may reasonably be expected to cause disruption or interference are not permitted.

Section 7. Employees who are not appropriately attired may be counseled and requested by a supervisor to return home and change into appropriate attire. Violation of this dress code policy can serve as grounds for disciplinary action.

CHAPTER 47. PUBLIC AND MEDIA RELATIONS

Section 1. It is the policy of the 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 OOrdinance 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 Gcity 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 Gcity, Gcity 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 Gcity 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 Gcity 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 Gcity secures goods or that provides services competitive with the cGcity. To compete, directly or indirectly, with the Gcity 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 cGcity, or to render other services in competition with the cGcity.
- 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 cGcity, 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 Citycity.
- D. **Disclosure of inside information which causes a conflict of interest.** To disclose or use information relating to the Gcity'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 cGcity for any personal gain other than allowable compensation and benefits received from the Gcity. This prohibition includes financial gain, political gain, or other favors, benefits, or gifts sought or bestowed because of a person's position with the Gcity.

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 Gcity.

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 Ddepartment Ddirector. Such request shall not be approved unless employment will not adversely affect the employee's job performance with the cGity, will not result in a conflict of interest, and will not adversely reflect on the Gcity. The Ddepartment Ddirector shall return the request to the employee indicating whether the request has been approved or disapproved. The employee may appeal the dDepartment dDirector'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 Gcity employees. Included in this prohibition are such activities as selling items to cGity 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 cGity without following the Gcity'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 cGity personnel, equipment or supplies for personal gain nor shall an employee do personal work on Gcity time.

Section 9. An employee will not accept gifts from any person or firm that is doing or seeking to do business with the cGity 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 cGity 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 cGity.

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 ~~c~~City to allow all employees the freedom to participate in governmental activities including political activities provided that such participation is done outside of employment hours and does not result in a conflict of interest.

Section 2. Procedures. No employee shall use their position or influence in any way for or against a candidate for public office.

Section 3. Employees shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way involved in soliciting and subscription, contribution or political service on behalf of any such candidate during working hours.

Section 4. Employees shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes during working hours.

Section 5. Strict compliance with this policy is a condition of initial and continued employment. The city has a ~~zero tolerance~~zero-tolerance policy with respect to political activity of any type. Any violations of this policy shall subject ~~all the~~ employee(s) to disciplinary action, ~~up to and~~ including termination.

CHAPTER 50. NO SMOKING POLICY

Section 1. General Policy. Smoking is not permitted in ~~City~~city buildings or facilities including specifically offices, restrooms, hallways, reception areas, garages, sheds, and motor vehicles.

Section 2. Smoking Restrictions. Employees may smoke outside while on designated breaks and must comply with smoking regulations as per city ordinance.

Section 3. Non-employee visitors will be directed to comply with the ~~City~~city's no smoking policy.

Section 4. Work breaks may be scheduled by supervisors to accommodate smokers in compliance with these policies and procedures covering such breaks.

Section 5. Smoking in ~~City~~city motor vehicles is prohibited.

Section 6. ~~The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers.~~

Section 6. All employees share in the responsibility for adhering to and enforcing the policy, but management will assure adherence to this policy.

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

Section 8. In all cases, the right of a non-smoker to protect their health and comfort will take precedence over another employee's desire to smoke.

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

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

Section 1. General Statement of Purpose. This Chapter addresses the City's administrative complaint and appeal procedures relating to EEO discrimination complaints, including sexual harassment, retaliation complaints, Whistleblower complaints, complaints regarding allegations or concerns of civil rights of employees protected under state and federal law, qualifying disciplinary appeals, and appeals from non-disciplinary termination or separation from employment. This Chapter also covers non-appealable administrative grievances.

Section 2. Complaint Procedure for Discrimination, Sexual Harassment and Retaliation.

- A. If any employee believes he or she is the subject of an employment action that is substantially motivated by unlawful discrimination or retaliation based on considerations of race, color, ethnicity, national origin, gender (sex discrimination, including sexual harassment), age, disability, religious belief, or any other characteristic protected by state or federal law, that employee may, and should, confront the person or persons believed to have been so motivated in their action by bringing the concern to the actor's attention.
- B. If such action does not resolve the concern or action believed to be improper, then the employee should immediately report the matter to his or her immediate supervisor or department Director.
- C. As an alternative, if the employee has a good faith reason to believe that reporting the conduct up the chain of command will not work, the employee may report the action directly to the City Manager or the City Manager's designee.
- D. Complaints about the City Manager and any other charter based appointment must be made in writing, addressed to the Mayor and Board of Commissioners, and filed with the City Clerk.

Section 3. Investigation of Complaints. To the fullest extent possible, disclosure of information concerning the complaint will be limited to persons with a need to know. However, the names of the complaining employee and the person alleged to have engaged in discriminatory, retaliatory or harassing behavior, as well as the circumstances of the alleged conduct, may have to be revealed during the course of the investigation in order to ensure that the investigation is as thorough and as fair as possible.

Section 4. Whistleblower Complaint Procedure. Under state law, Chapter 554, Texas Government Code, the City may not suspend or terminate the employment of, or take other adverse personnel action against,

a public employee who in good faith reports a violation of law by the employing governmental entity or another public employee to an appropriate law enforcement authority.

- A. An employee who in good faith believes that he or she has suffered retaliation at work as a consequence of making a good faith report of a violation of law to an appropriate law enforcement authority, as provided by law, must first file an administrative appeal under the provisions of this Manual.
- B. This administrative exhaustion requirement is a prerequisite to the initiation of any judicial action. It is intended to provide the Citycity 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 Directordirector 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 who are, 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. A 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 limit derogate from whatever any investigative authority the Board of Commissioners City Commission may have under the City Charter.

CHAPTER 54.

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 Directordirectors 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 MATTERSTRAVEL

Section 1. General. City employees who are asked or required to travel in connection with the performance of their job-related duties or on behalf of the city may request reimbursement for expenditures associated with such travel.

Section 2. ~~Travel Expenses & Reimbursement.~~ ~~City employees who are asked or required to travel in connection with the performance of their job related duties or on behalf of the City may request reimbursed for expenditures associated with such travel.~~

Section 2. ~~Travel Approval.~~ ~~Directors must get approval to travel from the City Manager prior to any arrangements being made. Non-Directors travel requests will be approved by their Directors.~~

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

Section 2. Travel Authorization. Directors must get approval to travel from the City Manager prior to any arrangements being made. Department directors are responsible for authorizing all travel and training, training, and must take into consideration 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</u>	<u>Compensable for all hours traveled.</u>

<u>the same day, either as a driver or passenger</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.

~~**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		



EXHIBIT A

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.

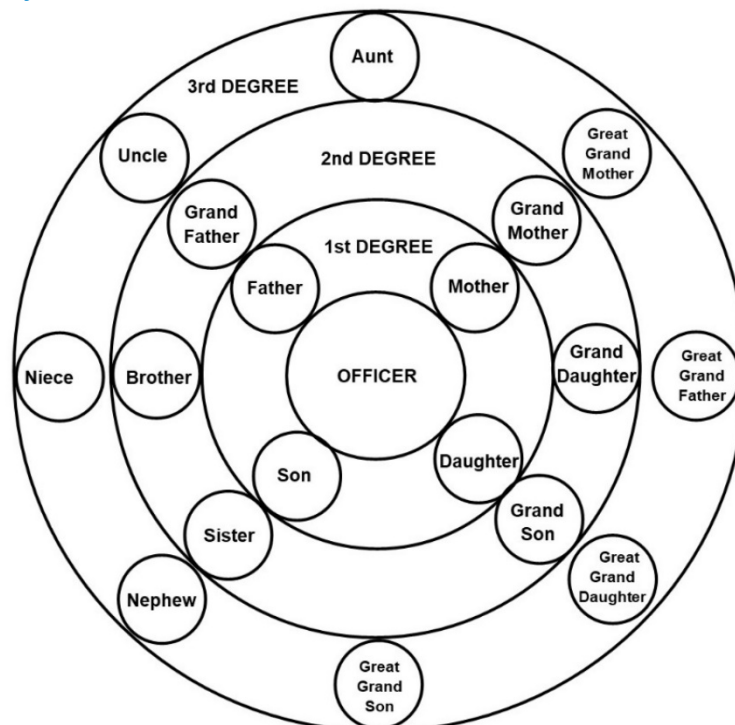
Print Name

Signature

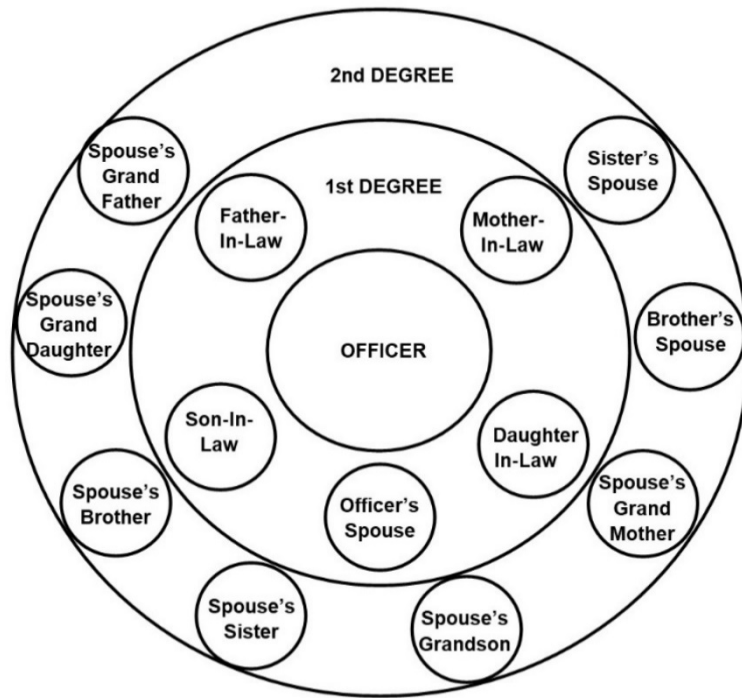
Date

NEPOTISM CHART

<u>1st, 2nd or 3rd degree of Consanguinity (blood)</u>	<u>1st or 2nd degree of Affinity (marriage)</u>
• <u>1st degree</u>: mother, father, son, daughter • <u>2nd degree</u>: brothers, sisters, grandparents, grandchildren • <u>3rd degree</u>: aunts, uncles, nieces, nephews <u>Adopted children and half-brothers/sisters are considered full blooded under consanguinity.</u> <u>Step brothers/sisters are not.</u>	• <u>1st degree</u>: wife, husband, stepchildren, son-in-law, daughter in law • <u>2nd degree</u>: brother-in-law, Sister-in-law, spouse's grandparents, spouse's grandchildren

By Consanguinity:

By Affinity:



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 #: 7.B.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-38 prescribing a discount to residents who make water bill payments online. *(Adoption at 1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: With New City Hall remodeling project, City is trying to diminish walk-in payments to reduce traffic as much as possible by incentivizing residents with a discount of \$3.00 (\$36 a year per customer) . This discount can be temporary.

An average of 4,000 accounts (out of 20,000) use online payments every month. City is hoping to increase volume to collect more payments.

Fiscal impact will be approximately 1% or approximately \$288,000 out of estimated \$15,718,500 estimated in total collections assuming online payments double.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney

Created/Initiated - 1/29/2020
Approved - 1/29/2020

City Management Office

New - 8/30/2019

ORDINANCE NO. O-2019-38

AN ORDINANCE AMENDING ORDINANCE O-2015-40, O-2010-56, O-2007-55, O-2004-56, O-99-44, O-93-27, O-91-38, O-83-38, O-87-33, SECTION ONE, PRESCRIBING RATES TO BE CHARGED FOR SERVICES FURNISHED BY THE WATERWORKS SYSTEM OWNED AND OPERATED BY SAID CITY, PROVIDING FOR A MODIFIED RATE FOR SENIOR CITIZENS REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN CONFLICT; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND DECLARING AND EMERGENCY AS MAY BE NECESSARY ;AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: The monthly rates or charges for services furnished by the water system to be as follows:

- A. For each regular residential connection (5/8", 3/4", 1", 1.5" meter size) **\$18.89** base charge will assessed per month. For each regular residential connection with meter size of 2" a base charge of \$30.68 will assessed per month and for meter size of 3" a base charge of \$42.48 will assessed per month and for meter size of 4" a base charge of \$64.90 will assessed per month and for meter size of 6" a base charge of \$106.20 will be assessed per month.
- B. For each senior citizen residential connection **\$7.45** base charge will assessed per month.
- C. For each commercial meter connection (5/8", 3/4" 1", and 1.5" meter size) **\$26.55** base charge will be assessed per month. For each commercial meter connection with a meter size of 2" a base charge of **\$30.68** will assessed per month and a for meter size of 3" a base charge of \$42.48 will be assessed per month and for meter size of 4" a base charge \$64.90 will assessed per month and for meter size of 6" a base charge of \$106.20 will be assessed per month.
- D. For each residential connection in addition to the base charge, **\$1.73** will be charged per 1000 gallons from 0-2,999; **\$1.90** will be charged per 1000 gallons from 3,000-5,999; **\$2.25** will be charged from 6,000-19,999 and **\$2.60** will be charged anything above 20,000 gallons.
- E. For each senior citizen residential connection in addition to the base charge, **\$1.56** will be charged per 1,000 gallons of water purchased.

SECTION 2: That customers who pay their monthly charges online be given a \$3.00 credit towards next months bill for each monthly bill payment processed online. Customers that have been delinquent within the previous three (3) month period do not qualify for the credit.

SECTION 3: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of September, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON SECOND AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 9th day of September, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution designating certain areas of the City as a Neighborhood Empowerment Zone/Business Improvement District 2020-01.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is interested in revitalizing downtown and the immediate surrounding area. The program will grant the ability to rebate certain permit and development fees and approve match grants in order to revitalize downtown.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
Karla Moya

Created/Initiated - 1/30/2020
Approved - 1/31/2020
Approved - 1/31/2020
Final Approval - 1/31/2020

RESOLUTION R-2020-__

A RESOLUTION OF THE CITY OF PHARR, TEXAS DESIGNATING A CERTAIN AREA OF THE CITY AS NEIGHBORHOOD EMPOWERMENT ZONE/BUSINESS IMPROVEMENT DISTRICT (NEZ/BID) #2020-01 PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 378; AND PROVIDING LOCAL INCENTIVES

WHEREAS, the City of Pharr recognizes geographic area(s) as a symbol of community pride and quality of life, factors that help create a positive environment to encourage private investment and reinvestment of sustainable neighborhoods and businesses in the City; and

WHEREAS, the City Commission of the City of Pharr desires to see redevelopment and revitalization of targeted areas of the City; and

WHEREAS, the creation of affordable housing, coupled with economic development, and the increase in social services, education, and public safety are also high priority issues for the City; and

WHEREAS, the City has investigated different economic development tools used in other municipalities, and determined that Neighborhood Empowerment Zones have been used effectively and with positive results in other communities facing the same economic challenges facing the City of Pharr; and

WHEREAS, the State of Texas, through the Neighborhood Empowerment Zone program, as codified in Section 378 of the Texas Local Government Code, has provided municipalities a framework and authorization to provide certain incentives to both residential and commercial property owners, with the goal of achieving redevelopment of targeted areas by creation of a Neighborhood Empowerment Zone; and

WHEREAS, the City of Pharr, pursuant to Section 378.003, makes the necessary findings that the City and area within Pharr NEZ/BID #2020-01 (see exhibit "A") will benefit the area, and serve the public purpose of increasing public health, safety and welfare of persons in the municipality; and

WHEREAS, the creation of NEZ/BID #2020-01 by the City Commission does satisfy the requirements set forth in Section 378.002; and

WHEREAS, the City Commission also supports the attached guidelines, which set the general framework for how the NEZ/BID #2020-01 will incentivize development and redevelopment within the boundary of the Zone.

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

SECTION 1. The City Commission further resolves that the Department of Development Services, the Pharr Economic Development Corporation II and the Pharr Community Development Block Grant Office will be the departments responsible for the program and authorizes those Departments to prepare and all applications and administrative procedures necessary for implementation of the program.

SECTION 2. The City Commission further resolves that the attached guidelines will serve as the framework for the implementation of the program.

SECTION 3. The City Commission further resolves that this program and will conclude at the end of business day two years and 1 day after adoption.

SECTION 4. That the Exhibit "A" NEZ/BID #2020-01 attached to and made part of Ordinance No. 2020-_____

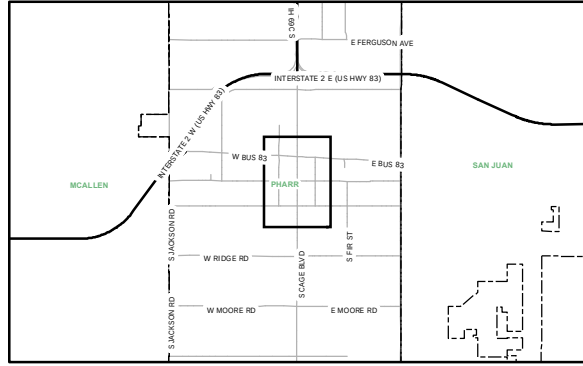
PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY
OF PHARR, TEXAS, on this the ____ day of February 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MD., MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance setting guidelines and framework for Neighborhood Empowerment Zone/Business Improvement District 2020-01. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This ordinance will set out the guidelines and rebates offered in the Empowerment Zone

Financial Consideration:

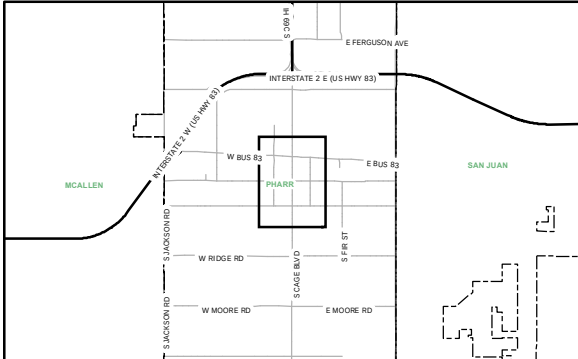
Staff Recommendation:

Alternatives:

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 1/30/2020
Approved - 1/31/2020
Approved - 1/31/2020
Final Approval - 1/31/2020



~~RESOLUTION R-2020-___~~

~~A RESOLUTION OF THE CITY OF PHARR, TEXAS DESIGNATING A CERTAIN AREA OF THE CITY AS NEIGHBORHOOD EMPOWERMENT ZONE/BUSINESS IMPROVEMENT DISTRICT (NEZ/BID) #2020-01 PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 378; AND PROVIDING LOCAL INCENTIVES~~

~~WHEREAS~~, the City of Pharr recognizes geographic area(s) as a symbol of community pride and quality of life, factors that help create a positive environment to encourage private investment and reinvestment of sustainable neighborhoods and businesses in the City; and

~~WHEREAS~~, the City Commission of the City of Pharr desires to see redevelopment and revitalization of targeted areas of the City; and

~~WHEREAS~~, the creation of affordable housing, coupled with economic development, and the increase in social services, education, and public safety are also high priority issues for the City; and

~~WHEREAS~~, the City has investigated different economic development tools used in other municipalities, and determined that Neighborhood Empowerment Zones have been used effectively and with positive results in other communities facing the same economic challenges facing the City of Pharr; and

~~WHEREAS~~, the State of Texas, through the Neighborhood Empowerment Zone program, as codified in Section 378 of the Texas Local Government Code, has provided municipalities a framework and authorization to provide certain incentives to both residential and commercial property owners, with the goal of achieving redevelopment of targeted areas by creation of a Neighborhood Empowerment Zone; and

~~WHEREAS~~, the City of Pharr, pursuant to Section 378.003, makes the necessary findings that the City and area within Pharr NEZ/BID #2020-01 (see exhibit "A") will benefit the area, and serve the public purpose of increasing public health, safety and welfare of persons in the municipality; and

~~WHEREAS~~, the creation of NEZ/BID #2020-01 by the City Commission does satisfy the requirements set forth in Section 378.002; and

~~WHEREAS~~, the City Commission also supports the attached guidelines, which set the general framework for how the NEZ/BID #2020-01 will incentivize development and redevelopment within the boundary of the Zone.

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

SECTION 1. ~~The City Commission further resolves that the Department of Development Services, the Pharr Economic Development Corporation II and the Pharr Community Development Block Grant Office will be the departments responsible for the program and authorizes those Departments to prepare and all applications and administrative procedures necessary for implementation of the program._____~~

SECTION 2. ~~The City Commission further resolves that the attached guidelines will serve as the framework for the implementation of the program.~~

SECTION 3. ~~The City Commission further resolves that this program and will conclude at the end of business day two years and 1 day after adoption.~~

SECTION 4. ~~That the Exhibit "A" NEZ/BID #2020-01 attached to and made part of Ordinance No. 2020_____, to specifically include the following designated area:~~

Comment [MC1]: .

~~PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of February 2020.~~

CITY OF PHARR

AMBROSIO HERNANDEZ, MD., MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. O-2020-_____

AN ORDINANCE CREATING A REBATE POLICY AND BASIC INCENTIVES FOR “NEIGHBORHOOD EMPOWERMENT ZONE/BUSINESS IMPROVEMENT DISTRICT #2020-01”; STATING A PURPOSE; DEFINITIONS; ESTABLISHING TAX REBATE STRUCTURE; PERMIT FEE REBATES; PROCEDURAL STEPS; AND INELIGIBLE PROJECT; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Pharr recognizes geographic area(s) as a symbol of community pride and quality of life, factors that help create a positive environment to encourage private investment and reinvestment of sustainable neighborhoods and businesses in the City; and

WHEREAS, the City Commission of the City of Pharr desires to see redevelopment and revitalization of targeted areas of the City; and

WHEREAS, the creation of affordable housing, coupled with economic development, and the increase in social services, education, and public safety are also high priority issues for the City; and

WHEREAS, the City has investigated different economic development tools used in other municipalities, and determined that Neighborhood Empowerment Zones have been used effectively and with positive results in other communities facing the same economic challenges facing the City of Pharr; and

WHEREAS, the State of Texas, through the Neighborhood Empowerment Zone program, as codified in Section 378 of the Texas Local Government Code, has provided municipalities a framework and authorization to provide certain incentives to both residential and commercial property owners, with the goal of achieving redevelopment of targeted areas by creation of a Neighborhood Empowerment Zone; and

WHEREAS, the City of Pharr, pursuant to Section 378.003, makes the necessary findings that the City and area within Pharr NEZ/BID #2020-01 (see Exhibit "A") will benefit the area, and serve the public purpose of increasing public health, safety and welfare of persons in the municipality; and

WHEREAS, the creation of NEZ/BID #2020-01 by the City Commission does satisfy the requirements set forth in Section 378.002; and

WHEREAS, the City Commission also supports the attached guidelines, which set the general framework for how the NEZ/BID #2020-01 will incentivize development and redevelopment within the boundary of the Zone.

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

SECTION 1. The City Commission ~~further~~ resolves that the Department of Development Services, the Pharr Economic Development Corporation II and the Pharr Community Development Block Grant Office will be the departments responsible for the program and authorizes those Departments to prepare and all applications and administrative procedures necessary for implementation of the program.

SECTION 2. The City Commission further resolves that the attached guidelines will serve as the framework for the implementation of the program.

SECTION 3. The City Commission further resolves that this ordinance will cease to exist at the end of business day two years and 1 day after adoption.

SECTION 4. That the Exhibit "A" NEZ/BID #2020-01 ~~is~~ attached to and made part of Ordinance No. 2020-_____ ~~to specifically include the attached exhibit:~~

CITY OF PHARR NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TAX REBATE POLICY AND BASIC INCENTIVES

I. GENERAL PURPOSE AND OBJECTIVES

Chapter 378 of the Texas Local Government Code allows a municipality to create a Neighborhood Empowerment Zone/Business Improvement District (NEZ/BID) #2020-01 when a municipality determines that the creation of the zone would promote:

1. the creation of affordable housing in the zone;
2. an increase in economic development in the zone;
3. an increase in the quality of social services, education, or public safety provided to residents of the zone; or
4. the rehabilitation of affordable housing in the zone.

The City, by adopting the following NEZ Rebate Policy and Basic Incentives, will promote rehabilitation of single family homes, multi-unit housing and/or economic development in Neighborhood Empowerment Zone/Business Improvement District #2020-01. For each NEZ/BID, the City Commission may approve additional terms and incentives as permitted by Chapter 378 of the Texas Local Government Code or by City Commission resolution. However, any rebate awarded before the expiration of a NEZ/BID shall carry its full term according to its rebate agreement approved by the City Commission.

II. DEFINITIONS

"Affordable Housing" means affordable to persons earning less than 80% Area Median Family Income (AMFI) as defined by U.S. Department of Housing and Urban Development (HUD) for single family housing and under 60% Average Mean Family Income (AMFI) as defined by HUD for rental and multi-family.

"Base Value" is the value of the real property, excluding land, as determined by the Hidalgo County Appraisal District, as of January 1 prior to the execution of the contract.

"Building Code" the City of Pharr adopted code pursuant to the International Building Code.

"Capital Investment" includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment does NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies and inventory).

"City of Pharr Rebate Policy Statement" means the policy adopted by the Pharr City Commission and Pharr Economic Development Corporation II.

"Commercial Development Project" is a development project which proposes to construct or rehabilitate commercial facilities on property that is (or meets the requirements to be) zoned commercial or mixed use as defined by the City of Pharr Zoning Ordinance. The building must be enclosed with a concrete slab, walls, roof, and windows.

"Eligible Rehabilitation" includes only physical improvements to real property. Eligible Rehabilitation does NOT include personal property (such as furniture, appliances, equipment, and/or supplies).

"Energy Star Program" an international standard for energy efficient consumer products originated in the United States of America.

"Gross Floor Area" is measured by taking the outside dimensions of the building at each floor level, except that portion of the basement used only for utilities or storage.

"Mixed-Use Development Project" is a development project which proposes to construct or rehabilitate mixed-use facilities in which residential uses constitute 20-~~%percent~~ or more of the total gross floor area, and office, eating and entertainment, and/or retail sales and service uses constitute 10-~~%percent~~ or more of the total gross floor area and is on property that is (or meets the requirements to be) zoned for mixed-use as described by the City of Pharr Zoning Ordinance.

"Multi-Family Development Project" is a development project which proposes to construct or rehabilitate multi-family residential living units on property that is (or meets the requirements to be) zoned multifamily or mixed use as defined by the City of Pharr Zoning Ordinance.

"New Construction" is a newly constructed improvement requiring a permanent foundation, walls, roof and windows. This excludes accessory structures such as sheds and incidental or secondary use buildings.

"Primary Residence" is the residence that has a Homestead Exemption on file with Hidalgo County Appraisal District.

"Project" means a "Residential Project"; "Commercial Development Project"; "Mixed-Use Development Project"; or a "Multi-Family Development Project."

III. MUNICIPAL PROPERTY TAX REBATES

RESIDENTIAL PROPERTIES LOCATED IN A NEZ/BID- REBATE FOR UP TO 5 YEARS

1. For residential property, a homeowner shall be eligible to apply (but not guaranteed) for a 5-year tax rebate by meeting the following:

- a. Property is owner-occupied and is the primary residence of the homeowner prior to the final NEZ/BID designation. Homeowner shall provide proof of ownership by a warranty deed, affidavit of heirship, or a probated will, and shall show proof of primary residence by homestead exemption; and
 - b. Property is rehabilitated after NEZ/BID designation and City Commission approval of the tax rebate;
 - c. Homeowner must perform Eligible Rehabilitation on the property after NEZ designation equal to or in excess of 20% of the Base Value of the property;
 - d. Property is not in a tax-delinquent status when the rebate application is submitted; and
 - e. Property is in conformance with the City of Pharr Zoning Ordinance.
 - f. Property owners may only receive a rebate after all property taxes that are due have been paid in full.
2. For investor owned single family property, an investor shall be eligible to apply (but not guaranteed) for a 5 year tax rebate by meeting the following:
 - a. Property is constructed or rehabilitated after NEZ/BID designation and City Commission approval of the tax rebate;
 - b. For rehabilitated property, Eligible Rehabilitation costs on the property shall be equal to or in excess of 20% of the Base Value of the property;
 - c. Property is not in a tax-delinquent status when the rebate application is submitted; and
 - d. Property is in conformance with the City of Pharr Zoning Ordinance.
 - e. Property owners may only receive a rebate after all property taxes that are due have been paid in full.

IV. RESIDENTIAL UNITS AND MULTI-FAMILY DEVELOPMENT PROJECTS LOCATED IN A NEZ/BID

1. Rebate for up to 5 Years.

Rebates for multi-family development projects may be (but not guaranteed) for 5 years. The applicant may apply with the Development Services Department for such rebate.

In order to be eligible for a property tax rebate upon completion, a newly constructed or rehabilitated multifamily development project in a NEZ/BID must satisfy the following:

- a. For a multi-family development project constructed after NEZ/BID designation, the project must provide at least four (4) residential living units OR have a minimum Capital Investment of \$100,000; or
- b. For a rehabilitation project, the property must be rehabilitated after NEZ/BID designation. _____,

Eligible Rehabilitation costs on the property shall be at least 20% of the Base Value of the

property. Such Eligible Rehabilitation costs must come from the rehabilitation of at least four (4) residential living units or a minimum Capital Investment of \$75,000.

2. Rebate of City Ad Valorem taxes up to 7 years

If an applicant applies for a tax rebate agreement with a term of more than 5 years, this section shall apply.

Rebates for multi-family development projects may be (but not guaranteed) for up to 7 years. The applicant may apply with the Department of Development Services for such rebate.

Years 1 through 5 of the Tax Rebate Agreement refer to IV.1. Years 6 and 7 of the Tax Rebate Agreement

Multi-family projects shall be eligible (but not guaranteed) for up to 100% abatement of City ad valorem taxes for years 6 and 7 of the Tax Rebate Agreement upon the satisfaction of the following:

1. For a multi-family development project constructed after NEZ/BID designation, the project must provide at least four (4) residential living units OR have an additional minimum Capital Investment of \$140,000 since the original application; or
2. For a rehabilitation project, the property must be rehabilitated after NEZ/BID designation. Eligible Rehabilitation costs on the property shall be at least 20% of the Base Value of the property. Such Eligible Rehabilitation costs must come from the rehabilitation of at least four (4) residential living units or a minimum Capital Investment of \$75,000 since the original application.

V. COMMERCIAL PROJECTS LOCATED IN A NEZ/BID

1. Rebate of City Ad Valorem taxes for up to 5 years

Rebates for completed Commercial Projects for up to 5 years are subject to City Commission approval. The applicant may apply (but is not guaranteed) with the Department of Development Services for such rebate.

In order to be eligible for a property tax rebate, a newly constructed or rehabilitated commercial project in a NEZ/BID must satisfy the following:

- a. A commercial project constructed after NEZ/BID designation must have a minimum Capital Investment of \$100,000; or
- b. For a rehabilitation project, it must be rehabilitated after NEZ/BID designation. Eligible Rehabilitation costs on the property shall be at least 20% of the Base Value of the property, or \$75,000, whichever is greater.

2. Rebate of City Ad Valorem taxes for up to 7 years

If an applicant applies for a tax rebate agreement with a term of more than five years, this section shall apply.

Rebate agreements for Commercial projects for up to 7 years are subject to City Commission approval. The applicant may apply (but is not guaranteed) with the Department of Development Services for such rebates.

Years 1 through 5 of the Tax Rebate Agreement section C.1 applies Years 6 and 7 of the Tax Rebate Agreement

Commercial projects shall be eligible (but not guaranteed) for up to 90% rebate of City ad valorem taxes for years 6 and 7 of the Tax Rebate Agreement upon the satisfaction of the following:

- a. A commercial project constructed after NEZ/BID designation must have an additional minimum Capital Investment of \$140,000 since the original application; or
- b. For a rehabilitation project, it must be rehabilitated after NEZ/BID designation. Eligible Rehabilitation costs on the property shall be at least 20% of the Base Value of the property, or \$75,000, whichever is greater.

VI. MIXED-USE DEVELOPMENT PROJECTS LOCATED IN A NEZ/BID

1. Rebate of City Ad Valorem taxes for up to 5 years

Rebates for Mixed-Use Development Projects for up to 5 years are subject to City Commission approval. The applicant may apply (but is not guaranteed) with the Department of Development Services for such rebate.

In order to be eligible for a property tax rebate, upon completion, a newly constructed or rehabilitated mixed-use development project in a NEZ/BID must satisfy the following:

- a. Residential uses in the project constitute 20 percent or more of the total Gross Floor Area of the project; and
- b. Office, eating and entertainment, and/or retail sales and service uses in the project constitute 10 percent or more of the total Gross Floor Area of the project; and
 - (1) A mixed-use development project constructed after NEZ/BID designation must have a minimum Capital Investment of \$100,000; or
 - (2) For a rehabilitation project, it must be rehabilitated after NEZ/BID designation. Eligible Rehabilitation costs on the property shall be at least 20% of the Base Value of the property, or \$75,000, whichever is greater.

2. Rebate of City Ad Valorem taxes up to 10 years

If an applicant applies for a tax rebate agreement with a term of more than five years, this section shall apply.

Rebate agreements for a Mixed Use Development projects for up to 10 years are subject to City Commission approval. The applicant may apply (but is not guaranteed) with the Department of Development Services.

Years 6 through 10 of the Tax Rebate Agreement

Mixed Use Development projects shall be eligible for up to 90% rebate of City ad valorem taxes for years six through ten of the Tax Rebate Agreement upon the satisfaction of the following:

- a. Residential uses in the project constitute 20% or more of the total Gross Floor Area of the project; and
- b. Office, eating and entertainment, and/or retail sales and service uses in the project constitute 10% or more of the total Gross Floor Area of the project;
- c. A new mixed-use development project constructed after NEZ/BID designation must have an additional minimum Capital Investment of \$140,000 since the original application; or for a rehabilitation project, it must be rehabilitated after NEZ designation. Eligible Rehabilitation costs on the property shall be at least 20% of the Base Value of the property, or \$75,000, whichever is greater; and

VII. REBATE GUIDELINES

- 1. A tax rebate shall not be granted for any development project in which a building permit application, excluding grading and/or demolition, has been filed with the Department of Development Services. In addition, the City will not rebate taxes on the value of real or personal property for any period of time prior to the year of execution of a Tax Rebate Agreement with the City.
- 2. Tax rebate for a new construction project will automatically terminate 6 months after City Commission approval of the tax rebate if a building permit has not been pulled and a foundation has not been poured. Construction must be completed and a Certificate of Occupancy must be issued for the property.
- 3. Tax Rebate for rehabilitation will not take effect until the project is complete, as per the information submitted on the application.
- 4. In order to be eligible to apply for a tax rebate, the property owner/developer must:
 - a. Not be delinquent in paying property taxes for any property owned by the owner/developer and;
 - b. Not have any City of Pharr liens filed against any property owned by the applicant property owner/developer. "Liens" include, but are not limited to, weed liens, demolition liens, board-up/open structure liens.
 - c. Paid all taxes in full for the year being rebated.
- 5. Projects to be constructed on property to be purchased under a contract for deed are not eligible for tax rebates.
- 6. The tax rebate agreement shall automatically terminate if the property subject to the tax rebate agreement is in violation of the City of Pharr's Building Code, Zoning Ordinances and the owner is convicted of such violation.
- 7. A tax rebate granted under the criteria set forth in Section III can only be granted once for a property in a NEZ/BID for a maximum term of as specified in the agreement. If a property on which tax is being abated is sold, the City may assign the tax rebate agreement for the remaining term once the new owner submits an application so long as the new owner complies with all of the terms of the tax rebate agreement. A property owner/developer of a multifamily development, commercial, and mixed-use development project in the NEZ who desires a tax rebate under Sections III. A, B, C or D must:

- a. Satisfy the criteria set forth in Sections III A, B, C, or D, as applicable, and
 - b. File an application with the Department of Development Services, as applicable; and
 - c. The property owner must enter into a tax rebate agreement with the City of Pharr. In addition, to the other terms of agreement, the tax rebate agreement shall provide that the agreement shall automatically terminate if the owner receives one conviction of a violation of the City of Pharr's Building Code regarding the property subject to the rebate agreement during the term of the tax rebate agreement; and
 - d. If a property in the NEZ/BID on which tax is being rebated is sold, the new owner may enter into a tax rebate agreement on the property for the remaining term.
8. If the terms of the tax rebate agreement are not met, the City Commission has the right to cancel or amend the rebate agreement. In the event of cancellation, the recapture of all property tax revenue lost.
9. The terms of the agreement shall include the City of Pharr's right to:
 - (1) review and verify the applicant's property ownership;
 - (2) conduct an on-site inspection of the project in each year during the life of the rebate to verify compliance with the terms of the tax rebate agreement;
 - (3) Upon review and/or onsite inspection, the City will immediately terminate the agreement if the project contains any business ineligible for NEZ/BID incentives as per section VI.
10. Upon completion of construction of the facilities, the City shall no less than annually evaluate each project receiving rebate to ensure compliance with the terms of the agreement. Any incidents of non-compliance will be reported to the City Commission. On or before February 1st of every year during the life of the agreement, any individual or entity receiving a tax rebate from the City of Pharr must provide information and documentation which details the property owner's compliance with the terms of the respective agreement and shall certify that the owner is in compliance with each applicable term of the agreement. Failure to report this information and to provide the required certification by the above deadline shall result in cancellation of agreement and any taxes abated in the prior year being due and payable.
11. If a property in the NEZ/BID on which tax is being rebated is sold, the new owner may enter into a tax rebate agreement on the property for the remaining term, as long as the use of the premises does not change or violate the businesses that are not allowed by the NEZ/BID. Any sale, assignment or lease of the property which is not permitted in the tax rebate agreement results in automatic cancellation of the agreement and recapture of any taxes rebated after the date on which an unspecified assignment occurred.
12. Rebates will be issued on a scaling model as follows:

<u>1st Year</u>	<u>-90%</u>
<u>2nd Year</u>	<u>-70%</u>
<u>3rd Year</u>	<u>-50%</u>
<u>4th Year</u>	<u>-30%</u>
<u>5th Year</u>	<u>- 10%</u>

VIII. APPLICATION FEE

1. The non-refundable application fee for residential tax rebates is \$100.
2. The non-application fee for multi-family, commercial, and mixed-use development projects governed under Sections 111.B., C. and D., is one half of one percent (0.5%) of the proposed Project's Capital Investment, with a \$150 minimum not to exceed \$1,000. The Application Fee shall not be credited or refunded to any party for any reason.

IX. PERMIT FEE REBATES

A. ELIGIBLE RECIPIENTS/PROPERTIES

1. For NEZ/BID applicants, the following fee rebates or partial fee rebates including, but not limited to, are reviewed and may be granted on a case-by- case-basis.
 - a. Building Permit fees
 - b. Permit Review fees
 - c. Plan Review fees
 - d. Plumbing fees
 - e. Electrical fees
 - f. Mechanical fees
 - g. Fire fees
 - h. Right-of-way (curb and street cut) fees
 - i. Floodplain fees
 - j. Sewer Connection permit fees
 - k. Sprinkler System permit fees
 - l. Plat application fees
 - m. Demolition fees
 - n. Zoning application fees
 - o. Parkland fees
 - p. Health Permit fees
 - q. Certificate of Occupancy fees
 - r. Subdivision fees
 - s. Demolition fees
 - t. Sign Permit fees

Permit fee rebates will only be issued once a Permanent Certificate of Occupancy is issued. Variances, special exceptions and code violations will disqualify any and all potential permit fee rebates. Rebate will be issued to the person or entity who signs the rebate agreement and will be issued within 60 days of the Certificate of Occupancy.

X. PROCEDURAL STEPS

A. APPLICATION AND REVIEW OF SUBMISSION FOR ALL NEZ/BID TAX REBATES AND PERMIT FEE REBATES

1. The applicant for NEZ/BID incentives under Sections III. IV., and V. must complete and submit a City of Pharr's "Application for NEZ/BID Incentives" and pay the appropriate application fee to the Department of Development Services, as applicable.
2. NEZ/BID benefits will continue for certified projects as stated in the _____ agreement.
3. The Department of Development Services will review the application for accuracy and completeness. A complete application must include proof that the Project is located in a NEZ/BID.
4. Department of Development Services will evaluate a completed and certified application based on:
 - a. The project's increase in the value of the tax base.
 - b. Costs to the City (such as infrastructure participation. etc.).
 - c. Other items which the City and the applicant may negotiate.
5. If criteria and guidelines are met, the Department of Development Services will submit to the City Manager an approval of the agreement for consideration by the Pharr City Commission.

The City Commission retains sole authority to approve or deny any tax rebate agreements. All applications shall go through administrative review and approval will be approved upon City Commission approval.

III. PERMIT FEE REBATES

A. ELIGIBLE RECIPIENTS/PROPERTIES

For NEZ/BIZ applicants, the following fee rebates or partial fee rebates including, but not limited to, are reviewed and may be granted on a case-by-case basis.

- a. Building Permit fees
- b. Permit Review fees
- c. Plan Review fees
- d. Plumbing fees
- e. Electrical fees
- f. Mechanical fees
- g. Fire fees
- h. Right-of-way (curb and street cut) fees
 - Floodplain fees
 - Water permit fees
 - Sprinkler System permit fees
 - Plat application fees
 - Demolition fees
 - Zoning application fees
 - Parkland fees
 - Health Permit fees
- Certificate of Occupancy fees
- Subdivision fees
- Demolition fees
- Sign Permit fees

IV. PROCEDURAL STEPS

~~A. APPLICATION AND REVIEW OF SUBMISSION FOR ALL PERMIT FEE REBATES~~

~~The non-refundable application fee for NEZ/BID incentives and/or rebates is \$20.00.~~

~~The applicant for NEZ/BID incentives must complete and submit a City of Pharr's "Application for NEZ/BID Incentives" and pay the appropriate application fee to the Department of Development Services, as applicable.~~

~~NEZ/BID benefits will continue for certified projects as stated in the agreement.~~

~~The Department of Development Services will review the application for accuracy and completeness. A complete application must include proof that the Project is located in a NEZ/BID;~~

~~5. Department of Development Services will evaluate a completed and certified application based on:~~

~~The project's increase in the value of the tax base.~~

~~Costs to the City (such as infrastructure participation, etc.).~~

~~c. Other items which the City and the applicant may negotiate.~~

~~6. If criteria and guidelines are met, the Department of Development Services will submit to the City Manager an approval of the agreement for consideration by the Pharr City Commission.~~

~~All applications shall go through administrative review and approval will be approved upon City Commission approval.~~

B. APPLICATION EXECUTION AND AGREEMENT

1. Once an applicant's eligibility is approved by the City Manager, the Department of Development Services will inform appropriate departments administering the incentives.

VXI. INELIGIBLE PROJECTS

For the project to be considered for NEZ Incentives, the project must comply with City of Pharr Zoning Ordinance. The following Projects or Businesses shall not be eligible for any incentives under the City of Pharr's Neighborhood Empowerment Zone (NEZ) Tax Abatement Policy and Basic Incentives:

1. Sexually Oriented Businesses
2. Non-residential mobile structures
3. Tattoo Parlors
4. Religious places of worship or Churches
5. Blood Banks
6. Drive-through businesses that serve alcohol
7. Check Cashing Stores
8. Taxi Services
9. Non-conforming uses

SECTION 5. SAVINGS CLAUSE

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

SECTION 6. SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 7. EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 8. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MD., MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ___ day of _____, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MD., MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MD., MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Crystal Medina, Environmental Coordinator

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Resolution authorizing submission of the 2020 STAR (State of Texas Alliance for Recycling) Bin Grant Program sponsored by Busch Systems.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The State of Texas Alliance for Recycling is accepting applications for consideration as part of the Bin Grant Program. The award is up to \$1,800.00 for the purchase of desk side recycling bins.

If awarded, the bins will be distributed among the various City Departments to allow for the segregation of recyclable materials at the employee level. This will reduce the cross contamination of municipal solid waste with recyclable materials, which will increase the yields and reduce the solid waste stream sent to the landfill.

This grant requires no local match from the award recipient.

Financial Consideration:

Staff Recommendation: Based on review by this office, staff recommends approval of the resolution authorizing the submission of the State of Texas Alliance for Recycling Bin Grant Program application.

Alternatives:

ROUTING:

Crystal Medina
Pilar Rodriguez
Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/29/2020
Approved - 1/31/2020
Approved - 1/31/2020
Approved - 1/31/2020
Approved - 1/31/2020
New -

RESOLUTION NO. R-2020-__

Busch Systems Grant Program/STAR's Bin Grant Program

WHEREAS, the City of Pharr, Texas, desires to improve the physical quality of the community life by submitting a Busch Systems Grant formerly known as the STAR's Bin Grant Program; and

WHEREAS, the Busch Systems grant application will propose the following three (3) category's the waste watcher bins, 28-quart deskside recycling bins and hangings waste bins with lids; and

WHEREAS, we will continue to educate and engage all citizens of Pharr to take responsibility in taking steps for improving their community's environment and helping the city of Pharr sustaining the recycling initiatives; and

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submission of the Busch Systems Grant formerly known as STAR's Bin grant application.

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

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

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

The State of Texas

County of Hidalgo

City of Pharr

*I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of **February 2020**, ad.*

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

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

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: January 23, 2020

MEETING DATE: February 3, 2020

FROM: Myra Ledezma, Administrative Assistant
Golf Course

DEPARTMENT: Parks

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) regular member to the Tierra Del Sol Golf Club 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 Artemio Palacios wishes to continue serving on the Tierra del sol golf club advisory board.

Financial Consideration: n/a

Staff Recommendation: City Commission approve this item

Alternatives: n/a

ROUTING:

Myra Ledezma
Sergio Alanis
City Management Office

Created/Initiated - 1/23/2020
Approved - 1/30/2020
Final Approval - 1/31/2020

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **R E S O L U T I O N**
CITY OF PHARR § **NO. R-2020-__**

WHEREAS, Ordinance No. O-99-23 created the Tierra Del Sol Golf Club Advisory Board for the City of Pharr Municipal Golf Course; and

WHEREAS, Ordinance No. O-2017-01 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

WHEREAS, the terms of Artemio Palacios expired on January 17, 2020; and appointment/re-appointment of one (1) member needs to be made at this time.

WHEREAS, such member shall perform duties as may be prescribed by ordinance or state law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT the following person is hereby appointed/re-appointed as member of the Tierra Del Sol Golf Club Advisory Board.

NAME:	LENGTH OF TERM:
1. _____	2 -Year term (February 17, 2022)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of February 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: January 27, 2020

MEETING DATE: February 3, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution in support of West Ridge Development, LP to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for West Ridge Apartments.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Cesar Chavez Foundation resubmitted a pre-application for tax credits to the Texas Department of Housing and Community Affairs on January 13, 2020 for the proposed, new construction project known as West Ridge Apartments. This submittal to TDHCA is a continuation of Cesar Chavez Foundation's efforts that began in 2019.

They held the first position on the TDHCA waiting list for 2019 but were unable to move forward. They are seeking support again from the City of Pharr as required by TDHCA for the Year 2020. The full application is due to TDHCA on March 1st, 2020 and a support resolution is required at that time.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/27/2020
Approved - 1/28/2020
Approved - 1/31/2020
Final Approval - 1/31/2020



West Ridge Housing Development LP

1511 West Ridge Road, Pharr

Housing and Economic Development

316 W.2nd Street, Suite 600
Los Angeles, CA 90012

Telephone: 213-362-0260
www.chavezfoundation.org

Project Contacts:

Jennifer Bartlett
Director of Acquisitions
501-291-2011
jbartlett@chavezfoundation.org

J. Edgar Ruiz, Consultant
jersolutionsllc@gmail.com

Alfredo Izmatjovich
Executive Vice President
alfredoi@chavezfoundation.org

Welton Smith
Director of Real Estate Development
wsmith@chavezfoundation.org

PROJECT

- Multi-Family Community
- Up to 140 Units
- 1, 2 & 3 Bedroom Units
- 3 Stories
- Energy Efficient
- Serving Populations Below 60% AMI

AMENITIES

- Si Se Puede Learning Center
- Swimming Pool and Children's Tot Lots
- Business Center for Residents equipped with computers, printers and internet wi-fi
- Energy Efficient Appliances
- Green Building Features

PROPOSED FUNDING

- Texas Department of Housing and Community Affairs – Competitive Low Income Housing Tax Credit Program (9%)
- Conventional Loan for Permanent Financing

PROPOSED TIMELINE

- January 13th, 2020 – Submit Pre-Application to TDHCA
- March 1st, 2020 – Submit Full Application to TDHCA
- June, 2020 – Preliminary Scores received from TDHCA
- July, 2020 – TDHCA Awards Received
- November, 2020 – Financing Closed
- November, 2020 – Construction Begins

DEVELOPMENT TEAM

- Architect – JHP Architecture
- Engineer – Mario Reyna, Meldon & Hunt, Inc.
- General Contractor - Greenfield Construction
- Partner: South Texas Economic Development Corporation, Inc.
- Owner/Manager/Developer – Cesar Chavez Foundation
- Social Services – Cesar Chavez Foundation



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.7.

DATE SUBMITTED: June 26, 2019

MEETING DATE: July 1, 2019

FROM: Nydia Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Cesar Chavez Foundation or affiliate 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 High-Density Multi-Family Residential District (R-4). The property is legally described as being a 10.00 acre tract of land, more or less, out of Lot 201, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1500 Block of West Ridge Road. **COZ#190316**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Cesar Chavez Foundation or affiliate 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 High-Density Multi-Family Residential District (R-4). **COZ#190316**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to High-Density Multi-Family District (R-4) as the property meets area requirements, has adequate ingress and egress. 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 High-Density Multi-Family District (R-4) subject to staff's recommendations.

Alternatives:

ROUTING:

Nydia Mata

Created/Initiated - 6/26/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 6/26/2019
Approved - 6/27/2019
Final Approval - 6/27/2019

RESOLUTION NO. R-2018- 71

WHEREAS, West Ridge Housing Development LP has proposed a development for affordable rental housing at 1511 W. Ridge Rd, Pharr, TX 78577 named West Ridge Apartments, TDHCA# 19215 in the City of Pharr; and

WHEREAS, West Ridge Housing Development LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for West Ridge Apartments.

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

The City of Pharr, acting through its governing body, hereby confirms that it supports the proposed West Ridge Housing Development LP at 1511 W. Ridge Rd, Pharr, TX 78577 in the City of Pharr, TDHCA# 19215 and that this formal action has been taken to put on record the opinion expressed by the City of Pharr on December 10, 2018; and

FURTHER RESOLVED that for and on behalf of the Governing Body, Ambrosio Hernandez, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 10th DAY OF DECEMBER 2018.

CITY OF PHARR



AMBROSIO HERNANDEZ, MAYOR

ATTEST:



HILDA PEDRAZA, CITY CLERK



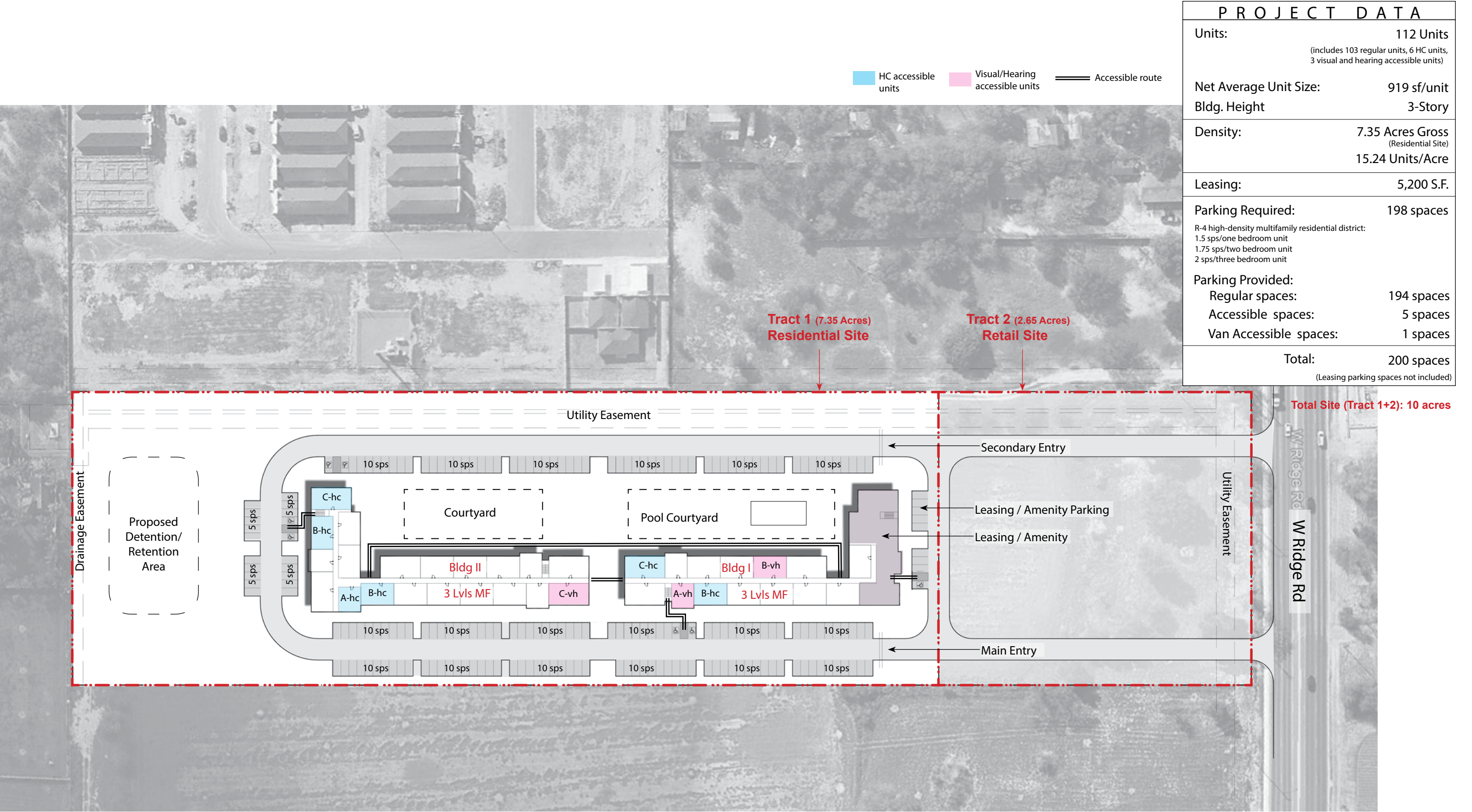
PHARR MULTIFAMILY
PHARR, TEXAS

TAX CREDIT SUBMITTAL

2019007.00

03.01.2019





Pharr Multifamily
Pharr, Texas



Site Plan
Scale: 1" = 100'-0"

0'50'100'200'

03.01.2019	2019007.00	pa/zz
Copyright © JHP 2019 Not for Regulatory Approval, Permit or Construction: John Schrader Registered Architect of State of Texas, Registration No. 17828		

7.35 Gross Acres 15.24 Units Per Acre									Pharr, Multifamily Pharr, Texas JHP Architecture/Urban Design Project Number 2019007.00 1-Mar-19	
Unit Type		A	A-hc	B	B-hc	C	C-hc	Unit	When applied to the Unit Data, the net square footage includes all enclosed conditioned dwelling unit space. When applied to the Unit Data, the gross square footage includes all enclosed conditioned and unconditioned dwelling unit space. When applied to the Building Data the net square footage includes the enclosed conditioned floor area of the dwelling units, amenity areas, corridors and building service areas. When applied to the Building Data the gross square footage includes the enclosed conditioned and unconditioned floor area of the amenity areas, corridors and building service areas. Measurements are taken to the exterior face of stud of the enclosing wall. Measurements are taken to the exterior face of stud of the enclosing wall.	
Exterior Condition		1B/1B	1B/1B	2B/2B	2B/2B	3B/2B	3B/2B			
Total Number		19	1	61	3	26	2	112		
Net Square Footage		700	700	907	907	1,103	1,103	919		
Gross Square Footage		750	750	957	957	1,153	1,153	969		
Percent of Total		17.0%	0.9%	54.5%	2.7%	23.2%	1.8%	100.0%		
Percentage of Mix		17.9%		57.1%		25.0%		100.0%		
Unit Net Totals		13,300	700	55,327	2,721	28,678	2,206	102,932		
Unit Gross Totals		14,250	750	58,377	2,871	29,978	2,306	108,532		
BUILDING DATA:									Total Units	Amenity
BUILDING:		A	A-hc	B	B-hc	C	C-hc			
		1B/1B	1B/1B	2B/2B	2B/2B	3B/2B	3B/2B			
I	1st Floor	2	0	8	1	2	1	14		5,200
	2nd Floor	3	0	11	0	5	0	19		
	3rd Floor	3	0	11	0	5	0	19		
II	1st Floor	3	1	9	2	4	1	20		
	2nd Floor	4	0	11	0	5	0	20		
	3rd Floor	4	0	11	0	5	0	20		
		A	A-hc	B	B-hc	C	C-hc			
		19	1	61	3	26	2	112		

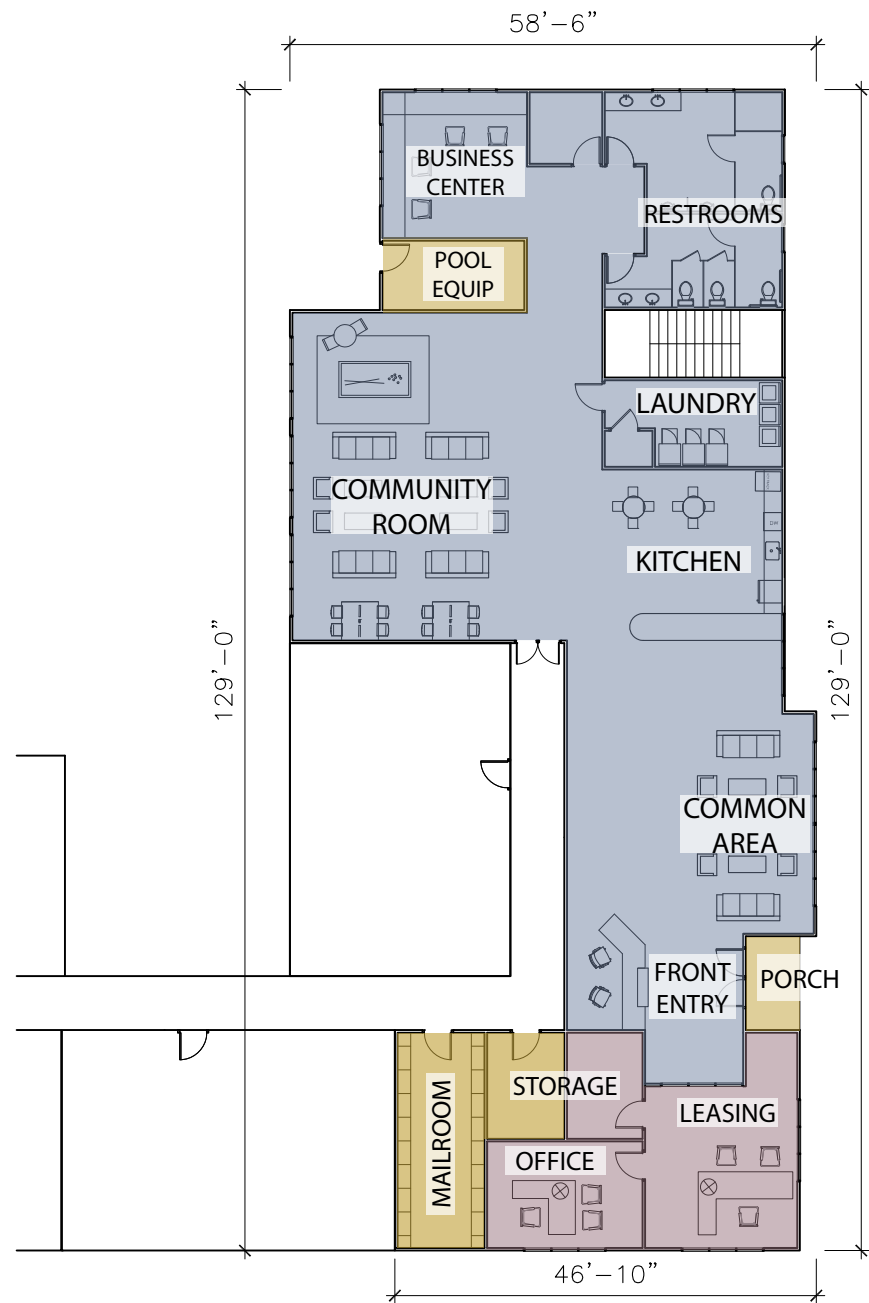
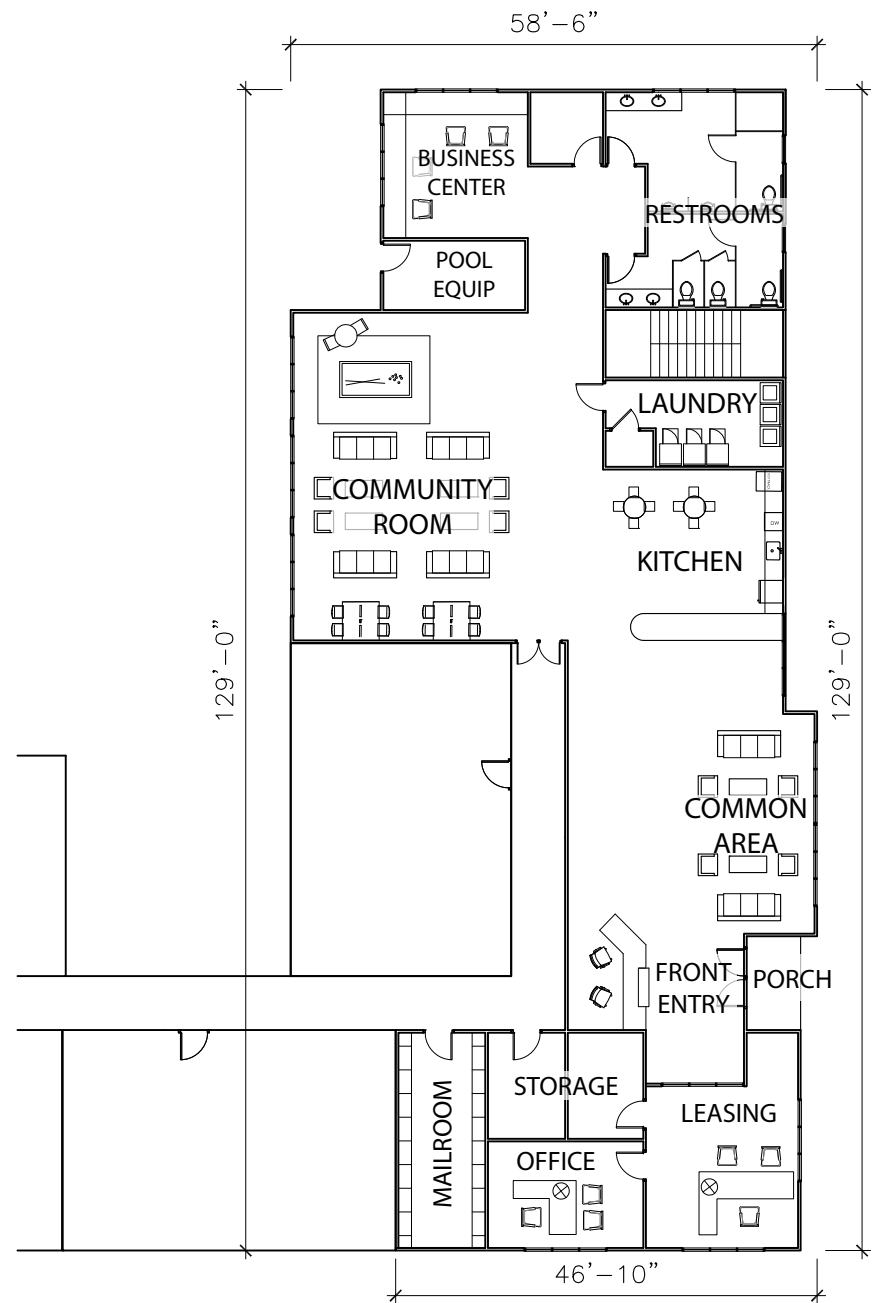


Pharr Multifamily
Pharr, Texas



Leasing Plan
Scale:

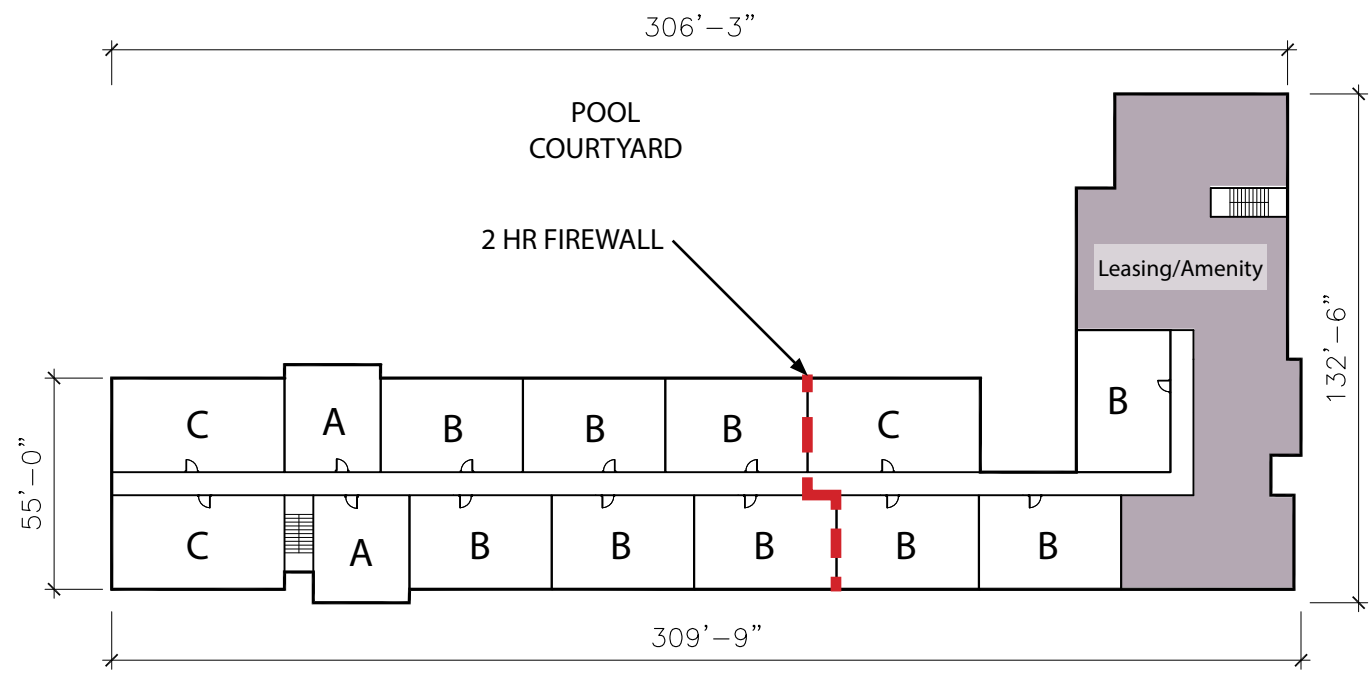
03.01.2019	2019007.00	pa/zz
Copyright © JHP 2019 Not for Regulatory Approval, Permit or Construction: John Schrader Registered Architect of State of Texas, Registration No. 17828		



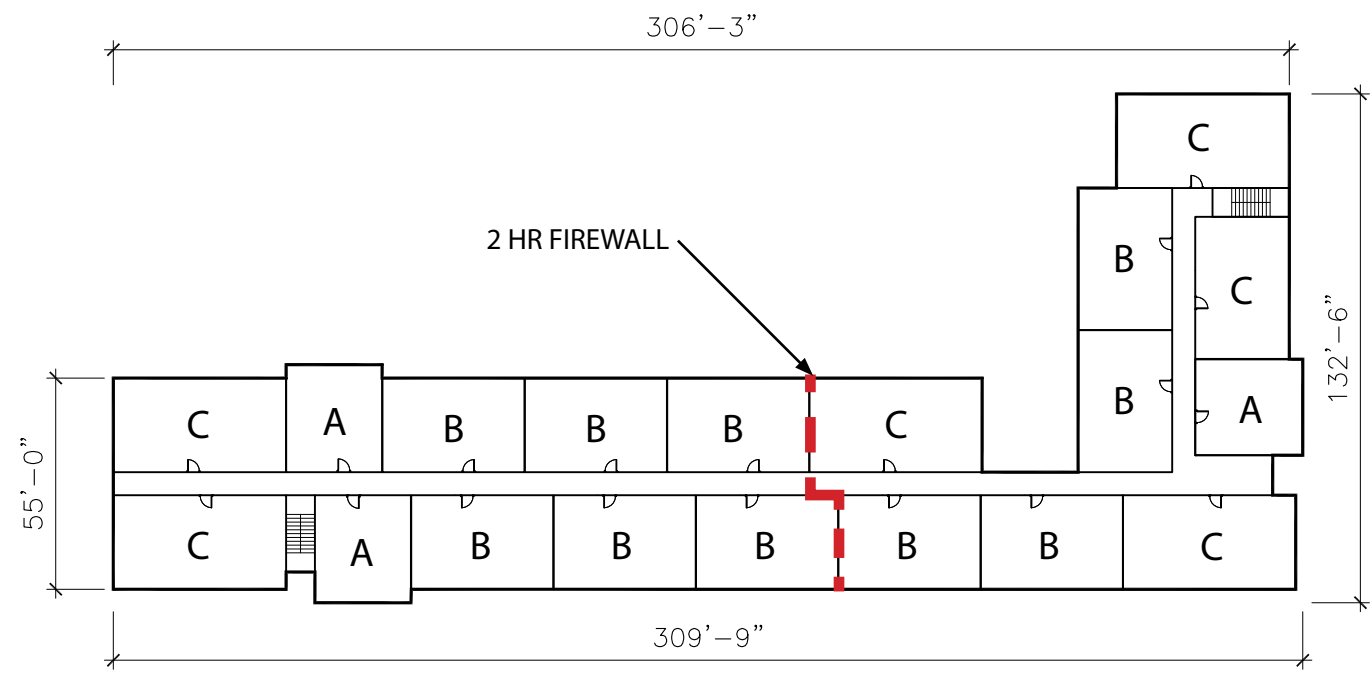
B U I L D I N G D A T A		
Leasing Plan:		
Leasing SF:		5,200 S.F.
Mail Room:		251 S.F.
Pool Equipment:		131 S.F.
Laundry Room:		189 S.F.
Community Room:		1,303 S.F.
Kitchen:		388 S.F.
Common Area:		874 S.F.
Business Center:		451 S.F.
Front Entry:		284 S.F.
Office:		557 S.F.
Storage:		277 S.F.
Restroom:		433 S.F.
Front Porch:		62 S.F.

T A B U L A T I O N D A T A		
	Unconditioned and accessible to residents	537 s.f.
	Conditioned and accessible to residents	4,012 s.f.
	Conditioned and accessible to Employee	651 s.f.
	Unconditioned and accessible to Employee	0 s.f.

B U I L D I N G D A T A	
BUILDING I:	
Building Gross S.F.:	60,840 S.F.
Corridors:	6,668 S.F.
Building Net S.F.:	54,172 S.F.
Leasing/Community:	5,335 S.F.
Balconies:	2,600 S.F.

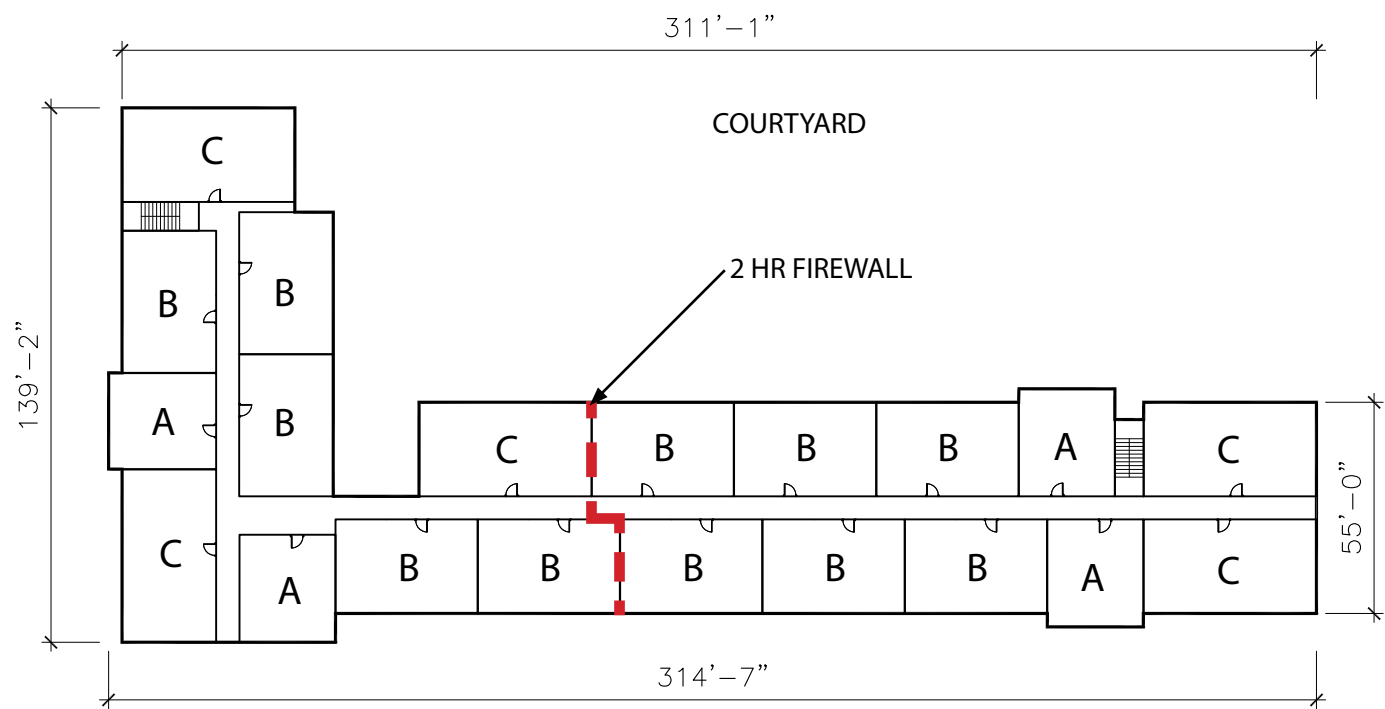


01 Building I - 1st Level Plan

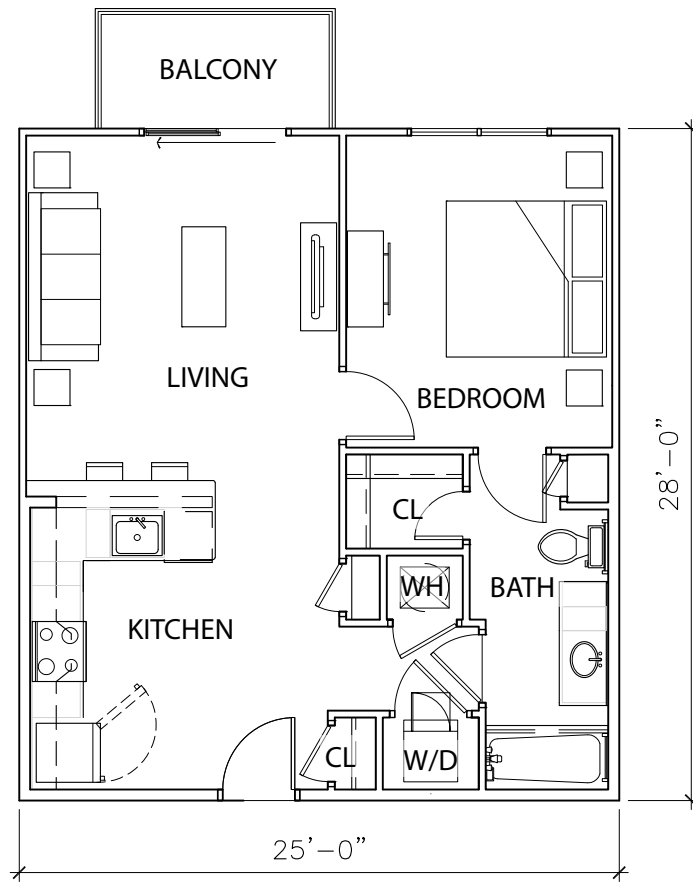


02 Building I - 2nd/3rd Level Plan

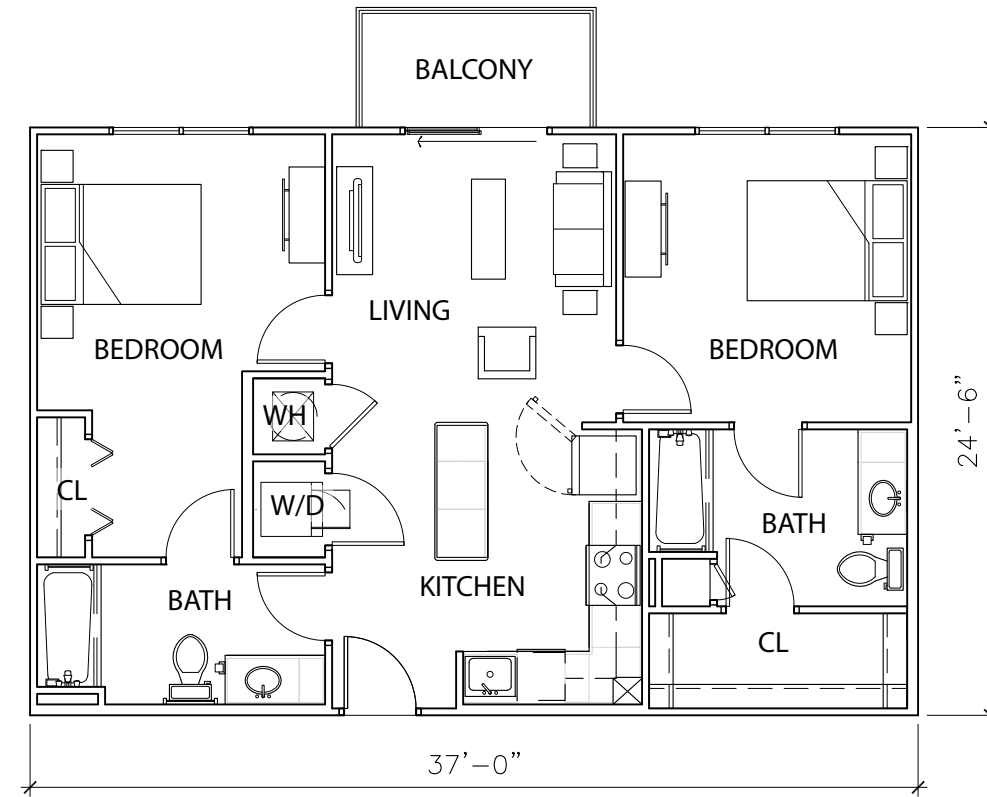
B U I L D I N G D A T A	
BUILDING II:	
Building Gross S.F.:	63,459 S.F.
Corridors:	2,507 S.F.
Building Net S.F.:	60,952 S.F.
Balconies:	3,000 S.F.



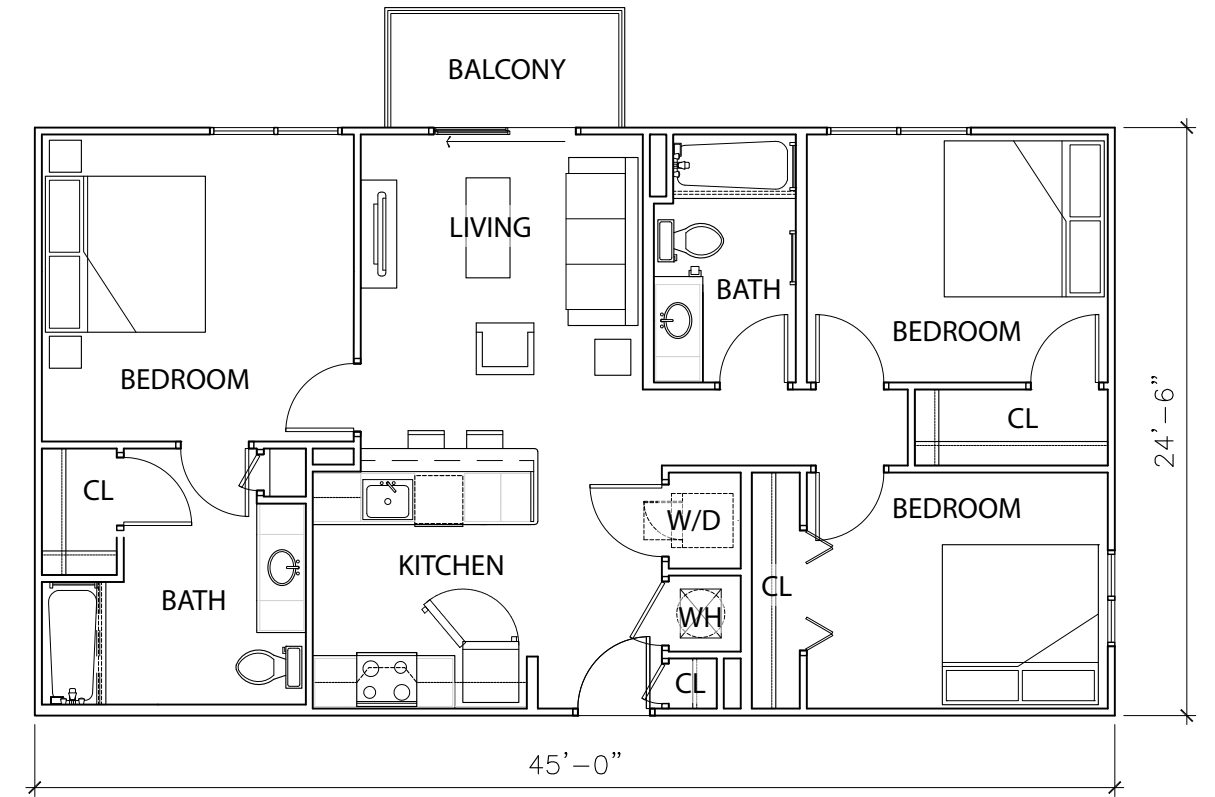
01 Building II - 1st-3rd Level Plan



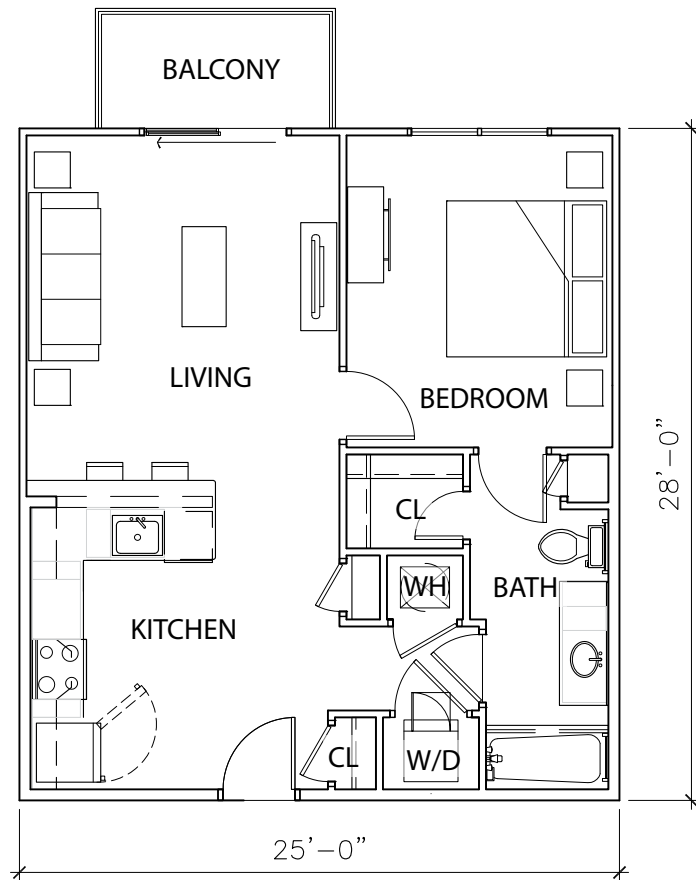
01 Unit A 700 Net S.F.
19/112 units 750 Gross S.F.



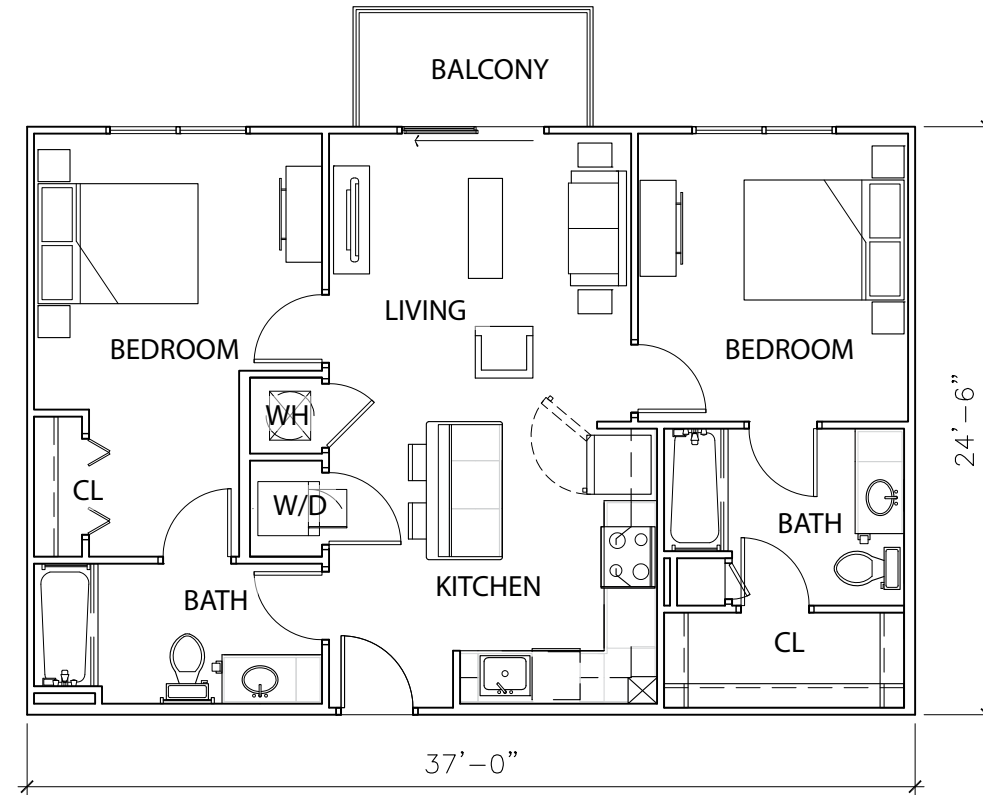
02 Unit B 907 Net S.F.
61/112 units 957 Gross S.F.



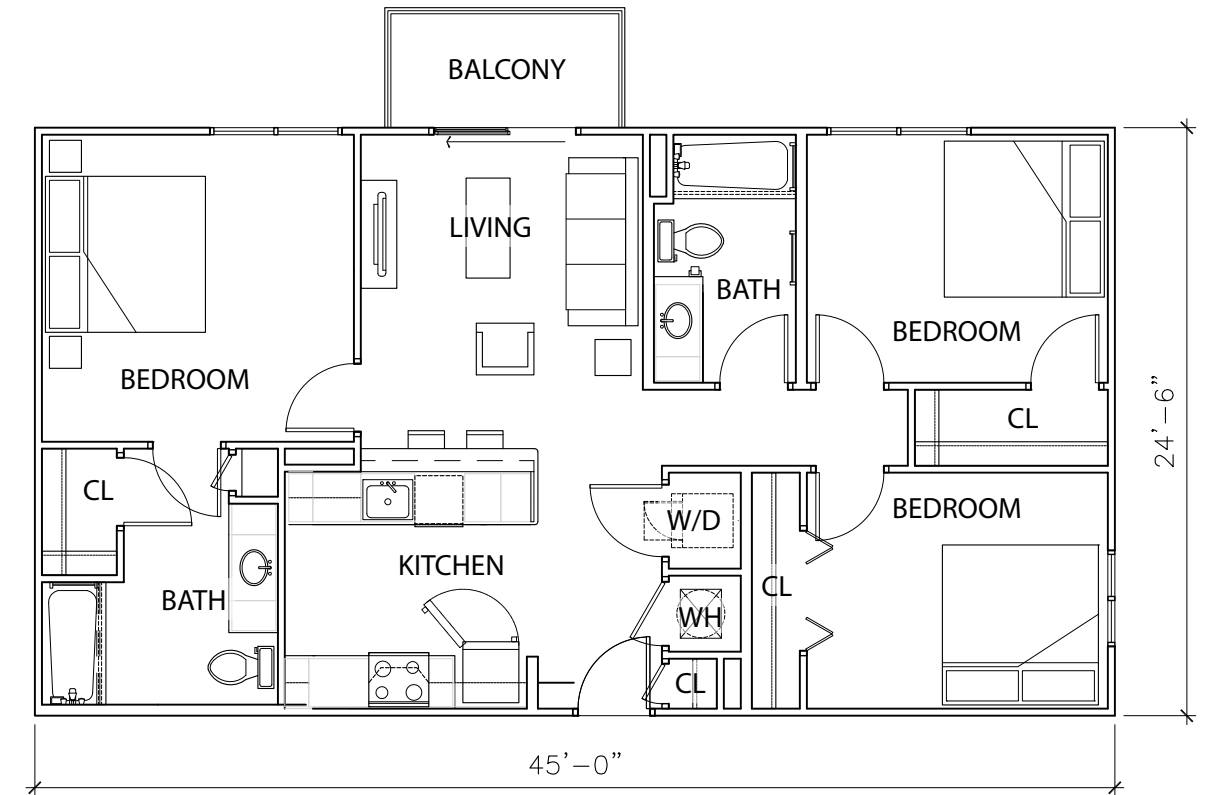
03 Unit C 1,103 Net S.F.
26/112 units 1,153 Gross S.F.



01 Unit A - HC
1/112 units
700 Net S.F.
750 Gross S.F.



02 Unit B - HC
3/112 units
907 Net S.F.
957 Gross S.F.



03 Unit C - HC
2/112 units
1,103 Net S.F.
1,153 Gross S.F.

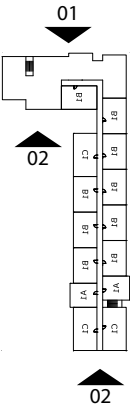
ELEVATION DATA	
60% Stucco	
30% Fiber Cement Siding	
10% Metal Siding	
30 Year Architectural Composition Shingles	



01 Building Elevation



02 Building Elevation



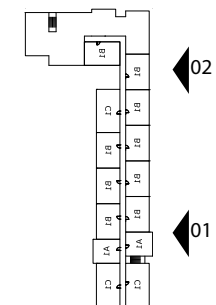
ELEVATION DATA	
60% Stucco	
30% Fiber Cement Siding	
10% Metal Siding	
30 Year Architectural Composition Shingles	



01 Building Elevation



02 Building Elevation



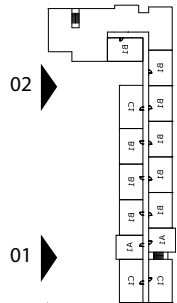
ELEVATION DATA	
60% Stucco	
30% Fiber Cement Siding	
10% Metal Siding	
30 Year Architectural Composition Shingles	



01 Building Elevation



02 Building Elevation



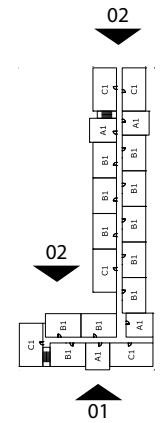


01 Building Elevation



02 Building Elevation

ELEVATION DATA	
60% Stucco	
30% Fiber Cement Siding	
10% Metal Siding	
30 Year Architectural Composition Shingles	



ELEVATION DATA	
60% Stucco	
30% Fiber Cement Siding	
10% Metal Siding	
30 Year Architectural Composition Shingles	



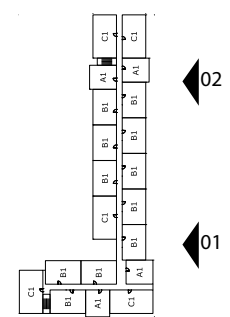
01

Building Elevation



02

Building Elevation



ELEVATION DATA	
60% Stucco	
30% Fiber Cement Siding	
10% Metal Siding	
30 Year Architectural Composition Shingles	



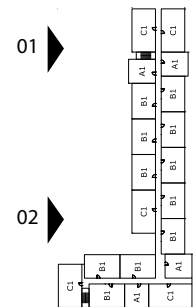
01

Building Elevation



02

Building Elevation



RESOLUTION NO. R-2020-_____

WHEREAS, West Ridge Housing Development LP has proposed a development for affordable rental housing at 1511 W. Ridge Rd, Pharr, TX 78577 named West Ridge Apartments, TDHCA#_____20048_____in the City of Pharr; and

WHEREAS, West Ridge Housing Development LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for West Ridge Apartments.

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

The City of Pharr, acting through its governing body, hereby confirms that it supports the proposed West Ridge Housing Development LP at 1511 W. Ridge Rd, Pharr, TX 78577 in the City of Pharr, TDHCA#_____20048_____and that this formal action has been taken to put on record the opinion expressed by the City of Pharr on _____, 2020; and

FURTHER RESOLVED that for and on behalf of the Governing Body, Ambrosio Hernandez, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS ____ DAY OF _____ 2020.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: January 22, 2020

MEETING DATE: February 3, 2020

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a contract for the purchase of a Hino 268 Dump (Dump Truck) to Rush Truck Center of Pharr TX using BuyBoard #601-19. (Project #1920-60-583-P014-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This vehicle is to add our current Water Distribution Fleet. This unit does not require CDL license and is used for our residents accounts.

Financial Consideration: Account #60-58300-8804

Purchase Amount \$87,358.58

Staff Recommendation: Staff recommends approval of the purchase of the Hino 268 Dump (Dump Truck) from Rush Truck Center of Pharr, TX in the amount of \$87,358.58.

Alternatives:

ROUTING:

Diana Martinez

Created/Initiated - 1/22/2020

Omar Anzaldua

Approved - 1/30/2020

Veronica Gutierrez

Approved - 1/30/2020

Hilda Pedraza

Approved - 1/31/2020

Patricia Rigney

Approved - 1/31/2020

Karla Moya

New -

City Management Office

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor: **RUSH TRUCK CENTER** Date Prepared: **1/14/2020**
 Contact for Vendor: **COLTON KRUSE** Phone: **(830) 320-5219**
 End User: **City of Pharr**
 End User Contact: **Oscar De Leon Jr.** Phone/Fax: **(956) 787-9772**
 Product Description: **Hino 268 Dump**

A: Base Price in Bid/Proposal Number: 601-19			Series: 268 \$ 54,555.00		
B: Published Options(<i>Itemize Below</i>)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Hino	Back Up Buzzer/Allison 2200 RDS	\$ 342.00	RTC-0051	21 Pt. Rush Care Inspection	\$ 1,236.00
Hino	Heated & Remote Mirrors/Material Surcharge	\$ 979.00	RTC-0003	Dump Body	\$ 20,168.00
Hino	Power Windows & Door Locks/Safety Kit	\$ 605.00	RTC-1059	Lot Insurance	\$ 2,620.00
Hino	Fabric Seats/Fuel Tank 90 Gallons	\$ 560.00	RTC-1060	Floorplan Interest	\$ 2,592.00
Hino	Synthetic Fluid Rear Diff	\$ 139.00			
Subtotal Column 1:		\$ 2,625.00	Subtotal Column 2:		\$ 26,616.00
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)					\$ 29,241.00

C: Subtotal of A + B					\$ 83,796.00
D: Non Published Options					
Truckers Dump Body with Options	\$ 1,962.58				
Subtotal Column 1:	\$ 1,962.58		Subtotal Column 2:	\$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 1,962.58

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E \$ 85,758.58

G: Quantity ordered Units: 1.00 x \$ 85,758.58

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)			
Wheelbase Adjustment	\$ 1,200.00	x 1	\$ 1,200.00
			\$ 1,200.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 87,358.58





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: January 27, 2020

MEETING DATE: February 3, 2020

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, awarding contract for the Purchase of a Pierce Enforcer Heavy Duty Rescue Truck for the Fire Department through Buyboard #571-18.(Project # 1920-01-515-P009-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Our current rescue truck is over 13 years old and is need of constant maintenance due to the day to day grind. The maintenance record has been high the last 4 years because of breakdowns. This apparatus will be able to hold more equipment then the previous one.

Financial Consideration: This item is budgeted for this fiscal year 2019-2020 for \$800,000. This unit should lower the maintenance cost of the older unit since it will not be used daily.

Staff Recommendation: Staff recommends approval for the purchase of a Pierce Enforcer Heavy Duty Rescue Truck from Siddons-Martin Emergency Group, LLC from Denton, TX, in the amount of \$699,983.01.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 1/27/2020

Veronica Gutierrez

Approved - 1/27/2020

Anali Alanis

Approved - 1/28/2020

Patricia Rigney

Approved - 1/28/2020

Karla Moya

Approved - 1/29/2020

City Management Office

Final Approval - 1/31/2020

Siddons-Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, Texas 76207
 GDN P115891
 TXDOT MVD No. A115890
 EIN 27-4333590



1/27/2020

City of Pharr
 Pharr Fire Rescue Department
 118 S Cage Blvd
 Pharr, TX 78577

Proposal for Bid 317, Pierce Enforcer Heavy Duty Rescue, NWI

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to City of Pharr, Pharr Fire Rescue Department. Unit will comply with all specifications attached and made a part of this proposal. Final Sales Price includes delivery to Pharr Fire Rescue Department, training on operation and use of the apparatus and the BuyBoard Contract 571-18 fee.

Description	Amount
1)Pierce HDR NWI, Enforcer Bid 317- Unit price - \$730,202.01	
Price guaranteed to February 14, 2020. Delivery within 13-14 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$730,202.01
Full Prepay Discount	(\$31,719.00)
Trade-In	\$0.00
Sub Total	\$698,483.01
BuyBoard 571-18	\$1,500.00
Final Sales Price	\$699,983.01

Additional. Pierce Enforcer HDR to be purchased utilizing BuyBoard Contract #571-18. Quote extended through February 14, 2020. 3% price increase will take place for order not placed before on or before February 14, 2020.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus

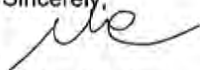
Cancellation. In the event this proposal is accepted, and a purchase order is issued then canceled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,



Michael Collins

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of City of Pharr, Pharr Fire Rescue Department, agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon Pharr Fire Rescue Department.

Signature & Date



Proposal Option List

12/27/2019

Customer: Pharr Fire Rescue
Representative: Collins, Mike
Organization: Siddons-Martin Emergency Group
Requirements Manager:
Description: Pharr 2020 - Rescue
Body: HDR, Non-Walk-In, Aluminum
Chassis: Enforcer Chassis

Bid Number: 317
Job Number:
Number of Units: 1
Bid Date: 10/01/2019
Stock Number:
Price Level: 38 (Current: 38)
Lane:

Line	Option	Type	Option Description	Qty
1	0766614		Boiler Plates, Heavy Duty Rescue	1
			Fire Department/Customer - Pharr Fire Rescue	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - Siddons-Martin Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533352		Special Services (Rescue) Fire Apparatus	1
8	0588614		Vehicle Certification, Rescue	1
9	0681285		Agency, Apparatus Certification, Rescue, U.L.	1
10	0620362		Consortium, HGAC	1
11	0535579		Not Required, Unit of Measure, (no pump, no tank)	1
12	0030006		Bid Bond Not Requested	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0649754		Enforcer Chassis	1
17	0000110		Wheelbase	1
			Wheelbase - 232.00	
18	0000070		GVW Rating	1
			GVW rating - 43,500	
19	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
20	0620712		Frame Liner, Internal "C", 9.38" x 3.13" x .25", w/Reinforcement,67"Qval,SFR/Enf	1
21	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
22	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
23	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0594821		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply	1
26	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
27	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
28	0544253		Top Speed of Vehicle, 68 MPH	1
29	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
30	0000500		Shock Absorbers on Rear Axle	1
31	0000485		Oil Seals, Rear Axle	1
32	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
33	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
37	0084242		Axle Hub Covers, Rear, Alcoa Brand, High Hat (Pair)	1
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flaps, w/logo front & rear	1

Line	Option	Type	Option Description	Qty
40	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Rear Body Bulkhead	
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0049105		Air Inlet, w/Disconnect Coupling, Recessed in Cab Step	1
50	0795472		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
53	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
54	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
55	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
56	0788765		Radiator, Saber FR/Enforcer	1
57	0001090		Cooling Hoses, Rubber	1
58	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
59	0001129		Lines, Fuel	1
60	0649146		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip, Locking Cap	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
61	0552793		Not Required, Fuel Priming Pump	1
62	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
63	0699437		Cooler, Chassis Fuel, Not Req'd.	1
64	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
65	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
66	0684459		Transmission Oil Cooler, Modine, External	1
67	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
68	0001370		Driveline, Spicer 1710	1
69	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
70	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
71	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Pharr	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Rescue	
72	0560843		Caulk, Seams Front and Rear MUX Box	1
73	0037606		Bumper, 22" Extended, Steel, Painted, Saber FR/Enforcer	1
74	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
75	0002270		Tow Hooks, Chrome	1
76	0067702		Receiver, Portable Winch, At Front Bumper, 10K Pull, w/Power	1
77	0611670		Equipment Tray, Full Width Cover, Tools In Center	1
			Make/Model - Hurst eDraulics	
78	0659662		Light, Amdor, AY-9220-72, 72" LED Strip Light, Front Bumper Cover	1
79	0651541		Track, Equipment Mount, Welded Underside Full Width Cover	1
80	0678962		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Red	1
81	0767946	SP	Cab, Enforcer, 8424	1
82	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
83	0633594		Rear Wall, Interior, Adjustable Seating	1
84	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
85	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
86	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
87	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
88	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
89	0087357		Molding, Chrome on Side of Cab	1

Line	Option	Type	Option Description	Qty
90	0697030		Mirrors, Ramco, 6001PCHR, Heated/Remote, w/Heated/Remote Convex, Cab Corner Mnt	1
91	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
92	0022186		Riser, Ramco Mirror, 4.00", Pair	1
93	0626898		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, 24" Raised Roof	1
			Key Model, Cab Doors - 751	
94	0794125	SP	Door Panel, Painted Aluminum, Lower Scuffplate, SFR/Enf 4-Door Cab	1
			Material Trim/Scuffplate - a) 4-way alum, Bright	
95	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
96	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
97	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Blue	
			Control, Handrail Light - Perimeter Lights	
98	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1
99	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
100	0626044		Window, Side of C/C, Fixed, 84" Enforcer	1
101	0012090		Not Required, Windows, Front/Side of raised roof	1
102	0613559		Window, Rear Side of CC, Upper, Fixed, 24" Raised Roof, SFR/Enf	1
103	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
104	0797070		Recess Windshield Washer Fill, SFR/Enf	1
105	0553057		Holder, Cup, Cab/Crewcab, Each	4
			Qty, - 04	
106	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
107	0657891		Mounting Plate, 3/16" Aluminum, Pegboard, Cab Interior	2
			Location - DS Forward Facing Outboard Position, on backwall from DS forward facing seat to side wall and side wall	
			Qty, - 02	
			Size - Floor to top of seat in height and side and back wall for width	
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
108	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
109	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - a) gray	
110	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
111	0644195		Heater/Defroster, Saber FR/Enforcer	1
112	0644194		Air Conditioning, Saber FR/Enforcer	1
113	0770958		HEPA Filter, Air-Conditioning/Defroster, Sab/Enforcer, CARE	1
114	0002120		Fan, Window Defrost, Driver's Side, One (1)	1
115	0012121		Fan, Window Defrost, Passenger's Side, One (1)	1
116	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
117	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
118	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
119	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
120	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
121	0583042		Side Roll and Frontal Impact Protection	1
122	0622617		Seating Capacity, 6 Seats	1
123	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
124	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
125	0620356		Radio Compartment, Below Non-Air Ride Seat, Flush Latch, Locking, Saber FR/Enf	1
126	0635973		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
127	0102783		Not Required, Seat, Rr Facing C/C, Center	1
128	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1

Line	Option	Type	Option Description	Qty
129	0751798	SP	Cabinet, Forward Facing, LS, 16.25 W x 58.5 H x 24 D, Ext Acc Only, SFR/Enf Scuffplate, Door Pan, Material/Finish - Alum Diamondplate Material Finish, Shelf - DA Finish Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Stay Arm Light, Tall Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Louvers, Cabinet - 0-No Louvers	1
130	0635957		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Safety, Saber FR/Enf	1
131	0751935	SP	Cabinet, Forward Facing, RS, 16.25 W x 58.50 H x 24 D, Ext Acc Only, SFR/Enf Scuffplate, Door Pan, Material/Finish - Alum Diamondplate Material Finish, Shelf - DA Finish Finish, Exterior Cab Compt - D/A Finish Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Bumper Light, Tall Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Louvers, Cabinet - 0-No Louvers	1
132	0062256		Compt, Storage, 15.50 W x 9 H x 11.50 D Location - above RS and LS outboard forward facing compartments Latch, Storage Compt - a) Non Locking	1
133	0617410		Matting, Turtle Tile, EMS Compt, Shelving, 0.75" Thick Location - outboard forward facing compartments on LS and RS, exterior access only Qty, - 02 Color - 1) black	2
134	0617407		Matting, Turtle Tile, EMS Compt, 0.75" Thick Location - outboard forward facing compartments ls and rs, interior and exterior Qty, - 04 Color - 1) black	4
135	0622994		Compt, Storage, (2) Rear Facing, Overhead, 21 W x 10 H x 34 D, Saber FR/Enforcer Latch, Storage Compt - b) Locking Light, Overhead Compt - Pierce, Horizontal Mounted	1
136	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 05	5
137	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
138	0690610		Embroidery, Seats, Cab and Crew Cab Qty, Seats Embroidery - 6 Seats	1
139	0678689		Compt, Enclose, Forward Facing Seat Riser, VEL/IMP/Qtm/SFR/Enf Location - underneath forward facing seats Qty, - 1	1
140	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
141	0564727		Bracket, Helmet Holder, On Scene Talon Qty, - 05	5
142	0647644		Lights, Dome, FRP Dual LED 6 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt Color - Lens Switch	1
143	0555813		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange Location, Portable Hand Light - Engine Tunnel Area and Rear Wall Cab, Each Side Location, Portable Hand Light - Engine Tunnel Area and Rear Wall Cab, Each Side	1
144	0603606		Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX Emergency Switching - Individual Switches	1
145	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1

Line	Option	Type	Option Description	Qty
146	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
147	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
148	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
149	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
150	0548004		Wiring, Spare, 15 A 12V DC 1st	4
			Qty, - 04	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location, Spare Wiring - Officer Dash, Engine Tunnel - Rear and Each side of forward facing seat riser both facing outwards and mounted furthest rearward	
151	0591464		Wiring, Spare, 3 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - mounted on rear forward facing compartments on LS and RS	
152	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Location - Officer Dash and Driver dash area	
153	0671459		Switch, Red, Siren Brake Switch	1
			Location - Officer overhead ip	
154	0643196		Radio, AM/FM/CD/WB, Jensen, Front Aux In / USB / Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew	
			Antenna, AM/FM Radio - c) Roof-mounted rubber antenna	
			Location, AM/FM Radio - e) switch panel	
155	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
156	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
157	0602598		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless	1
			Location - Behind Officer Seat	
158	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power	
			Radio, First, Two-Way Model - Motorola APX 7500 HP	
159	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	5
			Qty, - 05	
			Location, Headset - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Center Crew Cab Seat	
160	0661616		Hangers For Headsets, NFPA, Each, Shipped Loose	2
			Qty, - 02	
161	0681408		Hangers For Headsets, NFPA, Each	7
			Qty, - 07	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Rear Fcng Seat, DS Outbrd, Fwrd Fcng Seat, PS Inbrd, Fwrd Fcng Seat, PS Inbrd, Rear Fcng Seat and PS Outbrd, Fwrd Fcng Seat	
162	0029102		Interface, Firecom Intercom to AM/FM radio	1
163	0640653		Cable, Firecom Radio Interface Extension, 15'	1
			Location - Ran to rear of officer seat	
			Qty, - 1	
164	0788871		Antenna Kit, External for Firecom Wireless	1
165	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - TBD	
			Qty, - 01	
166	0562774		Install Customer Provided Thermal Camera(s), Charger Only	1
			Location - TBD	
			Qty, - 01	
167	0773657	SP	Camera, Pierce, Mux, Officer 7" Display, R, RS, LS Cameras	1
			Camera System Audio - Not Provided	
168	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
169	0624253		Electrical System, Enforcer MUX	1
170	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
171	0008621		Battery System, Single Start, All Custom Chassis	1
172	0002698		Battery Compartment, Saber/Enforcer	1

Line	Option	Type	Option Description	Qty
173	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
174	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location, Battery Chrgr/Cmpr - Ceiling Mount, Near Front Bulkhead	
175	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
176	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	2
			Qty, - 02	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
177	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
178	0009429		Electric Power Only, Portable Winch	2
			Location - RS and LS Winch receiver locations	
			Qty, Receptacles - 02	
179	0658019		Alternator, 360 amp, Niehoff C531/C537	1
180	0603848	SP	Relocate, Rear Command Zone Power Distribution, High Under Body	1
181	0607902	SP	Programming, Crew Cab Air Conditioner, Interlock w/ Cab Tilt, SFR/Enforcer	1
182	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e) High Idle enable	
183	0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel	1
184	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - c) clear	
185	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
186	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
187	0796064		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED, Saber FR	1
188	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
189	0568392		Lights, Tail, Wln M9BTTX Red LED Stop/Tail & M9T Amber LED Dir w/Flange	1
190	0568394		Lights, Backup, Wln M9BUW, LED, Flange Feature	1
			Flange Kit - w) with flange	
191	0664481		Bracket, License Plate & Light, P25 LED	1
192	0589905		Alarm, Back-up Warning, PRECO 1040	1
193	0686972		Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir	1
			Location, Lights - LS & RS REARWARD ON BODY	
			Qty, Lights (pair) - 1	
194	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
195	0616293		Not Required, Lights Perimeter Pump House, No Pump	1
196	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
197	0608996		Lights, Step, P25 LED, HDR-NWI, Rear & Rec Walkway, Rr Sw	1
198	0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st	2
			Location, Lights - LS Body-One Furthest Forward and High on Body and one mounted Furthest rearward and high as possible	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Chrome Flange	
199	0640941		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd	2
			Location, Lights - RS Body-One Furthest Forward and High on Body and one mounted Furthest rearward and high as possible	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - Turn Signal	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Chrome Flange	
200	0749092		Light, Roof Mt, Wln S30M**, 30" Cnt Feature	2
			Qty, - 02	
			Location, driver's/passenger's/center - 1LS & 1RS 15 Deg Out on Roof	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			LED Module Type - 1 Red, 1 Blue Warning	
201	0004961		Not Required, Work Lights, Alt. Rear Lights, HDR/Encore, No Hose Bed	1

Line	Option	Type	Option Description	Qty
202	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
203	0795742		Not Required, Walking Surface, Alt. Walking Surface Lights, HDR	1
204	0019030		HDR, Non-Walk-In, Aluminum	1
205	0020765		20.5' Body Length, 60.60.57.48, NWI	1
206	0656687		96" Body Width, NWI	1
207	0798578		103.25" Body Height, NWI	1
208	0617576		NWI, Hatch, Recessed Walkway & Recessed Area	1
			Configuration of Hatch Compartments - 1.) Two Each Side	
209	0786640		Doors, Rollup, ROM Series IV, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
210	0041741		20.5' Body Roll Doors, 60.60.57.48, NWI	1
211	0010539		Left Forward Compt, 60" & 60", Roll, NWI	1
212	0018724		Left Over Wheel Compt, 57", Roll, NWI	1
213	0018738		Left Rear Compt, 48" Roll, NWI	1
214	0013059		Right Forward Compt, 60" & 60", Roll, NWI	1
215	0018816		Right Over Wheel Compt, 57" Roll, NWI	1
216	0018830		Right Rear Compartment, 48" Roll, NWI	1
217	0788210		Rear Compt, Roll Door, ROM Series IV, Single Axle	1
			Color, Roll-up Door - ROM Series IV Satin Finish	
			Latch, Roll-up Door - Non-Locking Liftbar	
218	0790235	SP	MODIFICATION, Raise Door Opening 10.00", Reduce Hatch Depth 10.00"	1
219	0549074		MODIFICATION, Raised Rear Roll-up Door, 74.00" FF	1
220	0503432		Audio/Video Network Not Provided	1
221	0090566		Hitch, Receiver, Rear/Sides, Through Body, Includes Ball	1
			Connection, Trailer/12V Electrical - Trailer Electric Brakes	
222	0033977		Ladder, Access, Zico Quic-Ladder, Model RL-2-6	1
			Location, driver's/passenger's/center - Right Side	
223	0629341		Rope Anchors, Pair, 9,000 lb Rating	2
			Qty, Pair - 02	
			Location, Rope Anchors, First Pair - Side Sheet, Upper Front Corner	
			Location, Rope Anchors, Second Pair - Side Sheet, Upper Rear Corners	
			Location, Rope Anchors, Third Pair - Not Required	
224	0078804		Trim, Body Seams, Painted IPO Std.	1
225	0075036		Box, Tool, Poly, Custom Size	4
			Location - RS4 Compartment to fit in floor mounted slide out tray	
			Qty, - 04	
			Dimensions - 4 boxes of equal size to fit in the floor mounted tray of RS4 compartment	
226	0770478		Compt, Under Body, 8" H, Up to 72" W, LS, HDR, Cummins L9/X15/X12	1
			Location - Under RS3 and RS4 compartments	
			Qty, - 01	
227	0770477		Compt, Under Body, 8" H, Up to 72" W, RS, HDR, Cummins L9/X15/X12	1
			Location - Under LS3 and LS4 compartments	
			Qty, - 01	
228	0541051		Rack, Stokes/Stretcher Basket, Horizontal Trough(s)	1
			Location - To be determined before going to Preconstruction	
			Dimensions - To be determined before going to Preconstruction	
			Restraint, Equipment Rack - LS, RS Treadplate Doors w/D-Ring	
			Qty, Stokes Troughs - 1	
229	0523407		Rack, Air Bags, Vertical Slot(s)	6
			Location - To be determined before going to Preconstruction	
			Qty, - 06	
			Dimensions - To be determined before going to Preconstruction	
230	0004201		Rack, SCBA Bottles, 7.50" x 7.50"	20
			Location - Rear compartment mounted below shelf on floor	
			Qty, - 20	
			Configuration - To be determined before going to Preconstruction	
231	0794489		Bumper, Rear, Non-Walk-In 13.00" D	1
232	0793822		Not Required, Water Tank, Rescue	1
233	0023410		Not Required, Overflow	1
234	0028107		Not Required, Foam Cell Modification	1

Line	Option	Type	Option Description	Qty
235	0013534		Not Required, Running Boards	1
236	0690026		Wall, Rear, Body Material	1
237	0003540		Tow Eyes (2) (Tanker/Rescue)	1
238	0641356		Cut-Out, Rollup Door Flange, Gortite Provided Cutout	9
			Qty, Door Accessory - 09	
239	0669831		Elastic Pull Strap for Rollup Doors, Orange 32.00" long	9
			Qty, Door Accessory - 09	
			Location, Door Accessory - All Body Compartment Doors with the strap on Right Hand side of each compartment	
240	0632836		Trim, Rollup Door, Painted Job Color, ROM	9
			Qty, - 09	
241	0689547		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, HDR	9
			Qty, - 09	
242	0606068		Lights, Hatch Compt, Pierce LED Strip Lights, HDR	1
243	0760868		Lights, Cargo/Dunnage, Dual LED Light Strips, Each Side	2
			Qty, - 02	
			Control, Scene Lts - Step Lights, Body	
244	0652247		Shelf, Adjustable, 500 lb Capacity, Standard Depth, HDR	3
			Qty, Shelf - 03	
			Location, Shelf - RS1 and LS1 compartments, with third shelf to be determined before Preconstruction	
245	0652244		Shelf, Adjustable, 500 lb Capacity, 1/2 Trans, HDR	2
			Qty, Shelf - 02	
			Location, Shelf - LS3 and RS3 compartment	
246	0652269		Tray, 500 lb, Slide-out, 1-Way, Utility, Adj Height, 3" Sides, 1/2 Trans, HDR	2
			Location - LS3 and RS3 compartments	
			Qty, Tray (slide-out) - 02	
247	0652275		Tray, 500 lb, Slide-out, 1-Way, Utility, Adj Ht, 3" Sides, 110" D, Rear Compt	1
			Location - BS1 compartment	
			Qty, Tray (slide-out) - 01	
248	0652264		Tray, 500 lb, Slide-out, 2-Way, Utility, Adj Height, 3" Sides, Full Trans, HDR	2
			Location - LS4 and RS4 compartments	
			Qty, Tray (slide-out) - 02	
249	0652263		Tray, 200 lb, Tilt/Slide-out, 30 Deg, Adj, Standard Depth compt, HDR	2
			Location - LS2 and RS2 compartments	
			Qty, Tray (slide-out) - 02	
250	0652262		Tray, 200 lb, Tilt/Slide-out, 30 Deg, Adj, 1/2 Trans, HDR	2
			Location - LS4 and RS4 compartment	
			Qty, Tray (slide-out) - 02	
251	0646980		Tray, Floor Mounted, Slide-Out, Standard Depth Compt, 500lb, 2.00" Sides, HDR	6
			Qty, - 06	
			location - tbd	
			Material - DA finish	
252	0648489		Toolboard, Slide-out, Alum, .188", Peg Board, Standard Depth, HDR	3
			Finish - DA Finish	
			location - LS1 compartment	
			Qty - 3	
253	0648481		Toolboard, Alum, Adj, Added to Transverse Slide-Out Tray	1
			Finish - DA Finish	
			location - Full Transverse tray in LS4 and RS4 compartment	
			Qty - 1	
254	0648486		Toolboard, Slide-out, 2-Way, Alum, .188", Peg Board, w/Tray, Full Transverse	1
			Finish - DA Finish	
			location - LS2 and RS2 transverse compartment, far rearward being able to slide out with the swingout toolboards closed	
			Qty - 1	
255	0648488		Toolboard, Swing-out, Alum, .188", Peg Board, HDR	2
			Finish - DA Finish	
			location - LS2 and RS2 comaprtmant mounted with pivot towards front and legth will leave room for the transverse tray to slide out with swingout toolboards not swung out	
			Qty - 2	
			Location, Pivot - Front	
			Mounting, Toolboard - Stationary	

Line	Option	Type	Option Description	Qty
256	0004005		Alum Treadplate on Compt Floor Location - All body compartments LS and RS Qty, Comp. Accessory - 09	9
257	0655982		Matting, Turtle Tile, Thin Profile, Compt Shelving only Location - All Fixed, Adj Trays, and Slide outs located in the body Qty, Shelf - 17 Color - 1) black	17
258	0048202		Partition(s), Delete, Between Upper Compts Location - Between LS2 and RS2 upper portion compartments and between LS3 and RS3 upper portion of the compartments Qty, Partition - 02	2
259	0003908		Partition, Trans Rear Compt Qty, Partition - 02 Location, Partition - c) both sides	2
260	0608468		Equipment Storage Module, Angled Front, Liftup Door Location - RS1 compartment floor slide out tray Qty, - 03 Dimensions - Mounting of eDraulics Spreader, Cutter, and Ram.. exact dimensions will be determined before or during Preconstruction Door, Material & Finish, Storage - Brushed S/S Latch, Door, Storage - Grab Handles/Gas Strut	3
261	0669002		Partition, Vertical, Tray Mounted Location - on a tray that is located in body to be determined at preconstruction Qty, Partition - 01 Size - tbd	1
262	0024452		Partition, Vertical Pegboard Compt, Each Location - two shelf mounted in compartments in body to be determined at preconstruction Qty, Partition - 02	2
263	0755538		Toolboard, Back Wall Mounted, 3/16" Alum, Full Height Qty, Comp. Accessory - 01 Finish, Pegboard/Toolboard - Match Compt Interior Location, Compartment, Predefined - LS1	1
264	0062238		Pegboard, Side Wall Mounted, 3/16" Alum Location - LS1, RS1, RS2, LS2 Qty, Comp. Accessory - 04 Configuration - .. Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray	4
265	0089396		Rack, Stokes Basket & Little Giant Ladder Size - TBD	1
266	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
267	0004024		Fender Crowns, Rear, S/S	1
268	0519849		Not Required, Hose, Hard Suction	1
269	0795798		Compt, Air Bottle, Corner of Fender Panel, Dbl Wide, Full Width Door, HDR Qty, - 01 Door Finish, Fender Compt - Painted Location, Fender Compt - Double - RS Fwd Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	1
270	0790801		Compt, Air Bottle, Corner of Fender Panel, Single, Common Hitch Door, HDR Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Raised, Pair Insert, Air Bottle Compt - Rubber Matting	1
271	0044229		No Extension Ladder Req'd	1
272	0074231		No Roof Ladder Req'd	1
273	0074248		Not Required, Folding Ladder	1
274	0540739		Not Required, Rack, Equipment Storage, Rear Compt	1
275	0004379		Bell, 12" Chrome w/Eagle, Mounted on Cab Corner	1
276	0044067		Step, HDR Pull-Out Rear Location, driver's/passenger's/center - Center	1
277	0796159		Not Required, Pump, Rescue	1
278	0012216		No Seal/Packing Required	1

Line	Option	Type	Option Description	Qty
279	0012690		Not Required, Trans, Pump	1
280	0669703		Not Required, Pumping Mode	1
281	0024484		Not Required, Pump Shift	1
282	0046295		Transmission Lock-up, Not Req'd, NO PUMP	1
283	0046296		Not Required, Auxiliary Cooling System, NO PUMP	1
284	0046283		Not Required, Transfer Valve, NO PUMP	1
285	0024513		Not Required, Intake Relief Valve	1
286	0046403		No Relief Valve Req'd, No Pump	1
287	0012336		No Pump Primer Req'd	1
288	0012816		Not Required, Pump Manuals	1
289	0090789		Not Required, Plumbing, No Pump	1
290	0046371		Not Required, No Plumbing or Foam System	1
291	0796254		No Main Inlet Required, Rescue No Pump	1
292	0584002		Not Required, Cap, Main Pump Inlet, No Side Inlet Caps Required, No Pump	1
293	0089389		No Valves, (No Pump)	1
294	0055600		Not Required, Auxiliary Inlet, Left Side	1
295	0029147		Not Required, Inlet, Right Side	1
296	0074685		Not Required, Inlet Installation	1
297	0064700		Not Required, Inlet Control	1
298	0681723		No Bleeder Valve, No Pump	1
299	0681730		Not Required, Tank to Pump, No Pump	1
300	0074900		Not Required, Tank Fill	1
301	0551181		Not Required, Outlet, Left Side, Rescue	1
302	0092570		Not Required, Outlets, Left Side Additional	1
303	0021143		Not Required, Outlet, Right Side	1
304	0092571		Not Required, Outlets, Right Side Additional	1
305	0545326		Not Required, Outlet, Large Diameter, No Pump	1
306	0092572		Not Required, Outlet, Front	1
307	0092575		Not Required, Outlet, Rear	1
308	0092574		Not Required, Outlet, Rear, Additional	1
309	0551179		Not Required, Discharge Caps	1
310	0089391		Valve, Bleeder - None Req'd, (No Pump)	1
311	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
312	0021134		Not Required, Elbow, Right Side Outlets	1
313	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
314	0045099		Not Required, Elbow, Rear Outlets	1
315	0007308		Not Required, Elbow, Large Diameter Outlet	1
316	0089394		Not Required, Outlet Control, No Pump	1
317	0029106		Not Required, Deluge Outlet	1
318	0029302		No Monitor Requested	1
319	0029304		No Nozzle Req'd	1
320	0029107		No Deluge Mount	1
321	0519936		Not Required, 1.50" Crosslays, Rescue	1
322	0029260		Not Required, Speedlays	1
323	0500535		Not Required, Hose Restraint, Crosslay	1
324	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
325	0046372		Not Required, Foam System, Pump, or Plumbing	1
326	0012126		Not Required, CAF Compressor	1
327	0552517		Not Required, Refill, Foam Tank	1
328	0042573		Not Required, Foam System Demonstration	1
329	0045465		Not Required, Foam Tanks	1
330	0091110		Not Required, Foam Tank Drain	1
331	0091079		Not Required, Foam Tank #2	1
332	0091112		Not Required, Foam Tank #2 Drain	1
333	0518339		Not Required, Pump House, Rescue	1
334	0000261		Not Required, Pump Panel Layout	1
335	0030701		Not Required, Material, Pump Panels, No Panel	1
336	0046495		Not Required, Pump Access, No Pump	1
337	0092531		Not Required, Pump House Structure	1
338	0522609		Not Required, No Chassis Engine Gauges @ Pump Panel	1

Line	Option	Type	Option Description	Qty
339	0046400		Throttle, Engine Not Req'd, No Pump / Skid Pump	1
340	0046378		Not Required, Gauges, Vac/Pressure, No Pump	1
341	0046375		Not Required, Gauges, No Pump	1
342	0035650		Not Required, Water Level Gauge	1
343	0006774		Not Required, Foam Level Gauge	1
344	0046280		Not Required, Light Shield, No Pump	1
345	0606708		Air Horns, (2) Grover, Stutter Tone, Model 1510, In Bumper	1
346	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
347	0599298		Control, Air Horn, Horn Ring, PS Foot Sw, Location Feature	1
			location - engine tunnel on officer's side per ip layout	
348	0547475		Siren, Wln 295HFSA7 200W, Dual Tone, Flush Mount	1
349	0510206		Location, Elec Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
350	0076156		Control, Elec Siren, Head Only	1
351	0649097		Speaker, (1) Wln, SA315P, w/Pierce Painted Job Color Grille, 100 watt	1
			Connection, Speaker - siren head	
352	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
353	0016080		Siren, Federal Q2B	1
354	0020914		Siren, Mechanical, Recessed In Bumper, Special Recessing Depth	1
			Location, Siren, Mech - a) Left	
355	0595824		Control, Mech Siren, DS Foot Sw, PS Foot Sw Location	1
			Location - PS foot switch located on engine tunnel per ip layout	
356	0768654	SP	Lightbar, Wln, Freedom IV-Q, 81", RBRBRW_R__R_WBRBRBR	1
			Filter, Whl Freedom Ltbrs - Colored Filters	
357	0016380		No Additional Lights Req'd, Side Zone Upper	1
358	0628432		Lights, Front Zone, Wln M6** LED, 4lts Q Bezel	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - w) DS Front Inside White	
			Color, Lt PS Front Inside - w) PS Front Inside White	
359	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
360	0556802		Lights, Side Zone Lower, Wln M6# LED, Split Color 3pr, Ovr 25	1
			Location, Lights Mid - Rearward of crew cab doors mounted at the same height as the rear side zone lower lights	
			Location, Lights Rear - Mounted on forward air bottle storage door	
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Frnt Split - Blue and Red	
			Color, Lt Side Mid Split - Blue and Red	
			Color, Lt Side Rear Split - Blue and Red	
361	0680983		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 LED Strip Light Ovr W	1
362	0567553		Lights, Side, Wln M9*C LED, Clear Lens 2nd	1
			Location, Lights - RS front body corner	
			Qty, - 1	
			Color, Lights, Warning - d) blue	
363	0540774		Lights, Side, Wln M9*C LED, Clear Lens	1
			Location, Lights - LS front body corner	
			Qty, - 1	
			Color, Lights, Warning - d) blue	
364	0694337		Lights, Side, Code 3, XT6RB Split Red/Blue LED, Recessed In Aluminum Rub Rail	4
			Location, Lights - Below LS1, RS1, LS4, and RS4 compartments	
			Qty, Lights, Pair - 4	
			Control, Light - b) side warning	
365	0540781		Lights, Rear Zone Lower, Wln M9*C LED, Clear Lens	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - b) PS Rear Lt Blue	
366	0601891	SP	Lights, Rear/Side Up Zone, Wln M9** Side, M9V2** Rear 4lts	1
			Color, Lens, LED's - c)clear	
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Blue	
			Color, Lt, Rear Upper DS - b) DS Rear Upper Blue	
			Color, Lt, Rear Upper PS - r) PS Upper Rear Red	

Line	Option	Type	Option Description	Qty
366			Control, Scene Lts - Cab Sw Panel DS, Cab Sw Panel PS and Body	
			Switch, DS Rear Bulkhead	
367	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
368	0612546		Light, Traffic Directing, FRP, 46.18" Long LED	1
369	0529858		Location, Traf Dir Lt, Recessed Within Trdplt Step	1
370	0533175		Location, Traf Dir Lt Controller, Overhead, Center	1
371	0648432		Inverter/Bat Charger, Vanner LifeStar 20-1050CUL-DC, 787.5W	1
			Location, Vanner Inverter - Left Side Cargo Compt, Drip Shield	
			Location, Inverter Switch - DS Cab	
			Location, Batt Chrg Ind - DS Seat Riser	
372	0600613		Light Twr, W-B Chf NS1.8-640 EVOL, 4-V20 12VDC Lts Cld 6'	1
			Color, Tower, Wlb - White Paint	
373	0664471		Location, Light Tower, Cargo Area	1
374	0617750		Controller, Light Tower, W-B, Wired Handheld, E-STOP Chf, Chf Pr, Pow Pr	1
375	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
376	0780368		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS 15.37", Surge Prot, Int Cab	1
			Qty, - 1	
			Location 1 - Engine tunnel	
			AC Power Source - Inverter	
377	0006891		Reel, Tool Air, Chassis Air Supply, w/150' Hose	1
			Location - Compartment lbd on slide out tray	
			Qty, Reel - 1	
			Reel Guide - b) Captive roller	
			Finish, Reel - Painted Gray	
378	0070644		Regulator, Air, with Two Gauges at Reel	1
			Qty, - 01	
379	0519934		Not Required, Brand, Hydraulic Tool System	1
380	0649753		Not Required, PTO Driven Hydraulic Tool System	1
381	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
382	0602524		NFPA Required Loose Equipment, Special Services, NFPA 2016, Provided by Fire Dept	1
383	0796255		Not Required, Soft Suction, Rescue No Pump	1
384	0602533		Extinguisher, Dry Chemical, Special Services, NFPA 2016, Provided by Fire Dept	1
385	0602351		Extinguisher, 2.5 Gal. Press Water, Special Service, NFPA 2016, Prov by Fire Dept	1
386	0559573		Paint, Single Color, Custom	1
			Paint Color, Predefined - 516- RED	
387	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
388	0693797		No Paint Required, Aluminum Front Wheels	1
389	0693792		No Paint Required, Aluminum Rear Wheels	1
390	0007234		Compartment, Unpainted, D/A Finished	1
391	0556647		Reflective Band, 1"- 1"- 6"- 1"- 1", (10")	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - w) white	
			Color, Reflect Band - D - Black	
			Color, Reflect Band - E - White	
392	0007356		Reflective across Cab Face	1
393	0536955		Stripe, Chevron, Rear, Diamond Grade, Rescue	1
			Color, Rear Chevron DG - fluorescent yellow green	
394	0630541		Laminate Reflective Stripe	1
			Location - Front and Back Chevrons	
395	0087342		Jog, "Z"-Shaped, In Reflective Stripe	2
			Qty, - 02	
396	0671860		Stripe, Reflective Chevron, Fixed or Adjustable Shelf	8
			Location - All Shelves	
			Color, Reflect Band - A - c) ruby red	
			Qty, - 08	
			Color, Reflect Band - B - u) lemon yellow	
397	0670032		Stripe, Reflective Chevron, Toolboard	4
			Location - All Toolboards	
			Qty, - 04	

Line	Option	Type	Option Description	Qty
397			Color, Reflect Band - B - n) ruby red	
			Color, Reflect Chev - A - j) lemon yellow	
398	0671872		Stripe, Reflective Chevron, Slide Out Tray, Front and Sides	6
			Location - All Slide Outs Trays	
			Qty, - 06	
			Color, Reflect Band - B - n) ruby red	
			Color, Reflect Chev - A - c) ruby red	
399	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	
			Color, Chevron DG - B - Red	
400	0547458		Reverse Cut Reflective, Cab Doors Interior	1
			Color, Reflect Band - A - c) ruby red	
401	0027372		Lettering Specifications, (GOLD STAR Process)	1
402	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
403	0685978		Lettering, Reflective, 18.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	
404	0685745		Lettering, Sign Gold, 10.00", Each	30
			Qty, Lettering - 30	
			Outline, Lettering - Outline and Shade	
405	0684134		Emblem, Monogram w/Scrolling, Sign Gold, 18"-20", Pair	2
			Qty, - 02	
			Location, Emblem - High on side sheet RS and LS towards the Rear	
406	0684114		Emblem, Monogram w/Scrolling, Reflective, 30"-32", Pair	1
			Qty, - 01	
			Location, Emblem - BS1 Compartment Door	
407	0017273		Emblem, Maltese Cross, Gold Leaf, 12"-14", Pair	1
			Qty, - 01	
			Location, Emblem - to be determined at preconstruction in Graphics design meeting	
408	0755303		Artwork File, Provided on Custom USB Drive	1
409	0769755		Emblem, Texas Flag Painted on Cab Grille, All Custom Chassis	1
410	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
411	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
412	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
413	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
414	0651119		Warranty, Engine, Cummins, 10 Year/200,000 Mile Major Components	1
415	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
416	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
417	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
418	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
419	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
420	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
421	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
422	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
423	0695416		Warranty, Pierce Camera System, WA0188	1
424	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
425	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
426	0685945		Warranty, Transmission Cooler, WA0216	1
427	0033401		Not Required, Tank Warranty	1
428	0596024		Warranty, Structure, 15 Year, HDR, WA0010	1
429	0681118		Warranty, ROM, Roll-up Door, 7 Year, WA0206	1
430	0012599		Warranty, Pump, Not Required	1
431	0046370		Not Required, Warranty, No Plumbing	1
432	0641372		Warranty, Foam System, Not Available	1
433	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
434	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
435	0683627		Certification, Vehicle Stability, CD0156	1

Line	Option	Type	Option Description	Qty
436	0777618		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	1
437	0686786		Certification, Power Steering, CD0098	1
438	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
439	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
440	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
441	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
442	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
443	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
444	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
445	0545073		Amp Draw Report, NFPA Current Edition	1
446	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
447	0799248		Appleton/Florida BTO	1
448	0000031		HDR BODY	1
449	0000012		PIERCE CHASSIS	1
450	0004713		ENGINE, OTHER	1
451	0046395		EVS 3000 Series TRANSMISSION	1
452	0020037		NO PUMP	1
453	0020013		NO WATER TANK	1
454	0028047		NO FOAM SYSTEM	1
455	0046282		Not Required, Control Panel, No Pump	1
456	0020007		AKRON VALVES	1
457	0020015		ABS SYSTEM	1
458	0752883		HDR	1



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item:

Consideration and action, if any, authoring City Manager to enter into a Service Agreement with Pitney Bowes for the lease of a Relay 7000 Inserting System using BuyBoard #576-18.(Project #1920-60-581-S022-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Equipment needed to do water bill inserts is needing replacement. This service agreement is for a period of Sixty (60) months with a cost of \$2,463.25 per month.

Financial Consideration: \$ 30,000 a year. Funds are available.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 1/29/2020

Karla Moya

Approved - 1/29/2020

Veronica Gutierrez

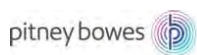
Approved - 1/29/2020

Patricia Rigney

Approved - 1/29/2020

City Management Office

Final Approval - 1/31/2020



State and Local Term Rental Agreement

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF PHARR

Tax ID # (FEIN/TIN)

746001875

Sold-To: Address

118 S CAGE BLVD FL 1, PHARR, TX, 78577-4810, US

Sold-To: Contact Name

Joe Enriquez

Sold-To: Contact Phone

(956) 402-4151

Sold-To: Account

0016953613

Bill-To: Address

118 S CAGE BLVD FL 1, PHARR, TX, 78577-4810, US

Bill-To: Contact Name

Joe Enriquez

Bill-To: Contact Phone

(956) 402-4151

Bill-To: Account

0016953613

Bill-To: Email

joe.enriquez@pharr-tx.gov

Ship-To: Address

118 S CAGE BLVD FL 1, PHARR, TX, 78577-4810, US

Ship-To: Contact Name

Joe Enriquez

Ship-To: Contact Phone

(956) 402-4151

Ship-To: Account

0016953613

PO

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY7000	Relay 7000 Inserting System
	DITS	Scan Install and Training
	DITU	High Cap Sheet Fdr, Install and Training
	DITV	Installation and Training-Stackers
1	F700327	Special Tower Feeder Kit
1	F72D	F72D 2D Camera for High Cap Sheet Feeder
3	F780183	Sheet/Flat Envelope Tray
2	F780184	Insert Tray
1	F790250	F790250 Scan Mount Kit HiCap Sheet Feed
1	F7DI	Bottom Address Inverter Kit
1	F7SB	Barcode Scanning Software
1	F9PG	PowerGuard Service Package
1	STD SLA	Standard SLA-Equipment Service Agreement (for Relay 7000 Inserting System)
	TI0K	Insert Installation & Training

1	TI70	TI70 - Relay 7000 Inserting System
1	TIET	Exit Transport
1	TIHC	TIHC - High Capacity Sheet Feeder
1	TIVP	TIVP - Vertical Power Stacker
1	RISOCOMCOLORFW	RISO ComColor FW Series
1	000000000003400002	Lift Handle Kit for Riso Printer
1	488-00050-009	Power Cord for Riso Printer
1	F9PG	PowerGuard Service Package
	H6DP	ComColor Basic Install/Train
1	RS11R	RS1100C RISO FW RIP w/key,mouse,monitor
1	S-7395	Paper Ejection Attachment
1	STDsla	Standard SLA-Equipment Service Agreement (for RISO ComColor FW Series)
	WPD8	Installation of Addl Components
1	WPYJ	Wide Stacking Tray
1	WPYM	FW 4 Cartridge Starter Ink Pack
1	WPYP	RISO ComColor FW 5000 up to 300k/month

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 2,463.25	\$ 7,389.75

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

576-18

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Stanford Todd

stanford.todd@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Form **8038-GC****Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**(Rev. January 2012)
Department of the Treasury
Internal Revenue Service**Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**Part I Reporting Authority**Check box if **Amended Return** ☐

1 Issuer's name CITY OF PHARR		2 Issuer's employer identification number 746001875	
3 Number and street (or P.O. box if mail is not delivered to street address) 118 S CAGE BLVD FL 1		Room/suite	
4 City, town, or post office, state, and ZIP code PHARR TX 78577-4810		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☒

8a Issue price of obligation(s) (see instructions)	8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)		
9 Amount of the reported obligation(s) on line 8a that is:	9a	
a For leases for vehicles	9b	
b For leases for office equipment	9c	
c For leases for real property	9d	
d For leases for other (see instructions)	9e	
e For bank loans for vehicles	9f	
f For bank loans for office equipment	9g	
g For bank loans for real property.	9h	
h For bank loans for other (see instructions)	9i	
i Used to refund prior issue(s)	9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k	
k Other		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box		☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)		☐
12 Vendor's or bank's name: <u>Pitney Bowes Inc.</u>		
13 Vendor's or bank's employer identification number: <u>06 0495050</u>		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name	Firm's EIN			
Firm's address	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: January 29, 2020

MEETING DATE: February 3, 2020

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manger to purchase of Ten (10) 2020 Chevy Tahoe(s) through Caldwell Country Chevrolet using H-GAC #VE11-18. (Project #1920-01-512-P013-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department

What: Purchase of 10 2020 Chevy Tahoes

Where: Caldwell Chevrolet

When: February 3, 2020

Why: Replacement of old units

Financial Consideration: The cost for the purchase is \$ 336,155.00. Purchase is budgeted under capital outlay.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative is to not approve

ROUTING:

Jose Luengo

Veronica Gutierrez

Anali Alanis

Karla Moya

City Management Office

Created/Initiated - 1/29/2020

Approved - 1/30/2020

Approved - 1/30/2020

Approved - 1/30/2020

Final Approval - 1/31/2020

CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

**Contract
No.:**

VE11-18

Date
Prepared:

1/22/2020

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

Buying Agency:	CITY OF PHARR		Contractor:	CALDWELL COUNTRY CHEVROLET	
Contact Person:	JOEL ROBLES		Prepared By:	AVERYT KNAPP	
Phone:	956-402-4836		Phone:	979-567-6116	
Fax:			Fax:	979-567-0853	
Email:	JOEL.ROBLES@PD.PHARR-TX.GOV		Email:	AKNAPP@CALDWELLCOUNTRY.COM	
Product Code:	A12	Description:	2020 CHEVROLET TAHOE CC15706		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

32980

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

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

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

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

Quantity Ordered:	10	X Subtotal of A + B + C:	33507	=	Subtotal D:	335070
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	
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Subtotal E:	\$600
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
(UNITS CURRENTLY IN STOCK) -21 DAY DELIVERY		DELIVERY PER UNIT	485
		EXTERIOR COLOR BLACK	INCL
			Subtotal F: 485

Delivery Date: UNITS IN STOCK

G. Total Purchase Price (D+E+F):

336155



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: January 22, 2020

MEETING DATE: February 3, 2020

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on agreement between Doctors Hospital at Renaissance, LTD. and City of Pharr for wellness screening services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on wellness screening services between Doctors Hospital at Renaissance, LTD. and City of Pharr.

Financial Consideration: approximately \$9,075.00 total (605 employees @ \$15.00 each)

Discounted rate is less than the amount charged to United Health Care claims of approximately \$82.00

Staff Recommendation: DHR shall provide wellness screening services at a discounted rate for employees and their dependents at the Employee Annual Health Fair.

Alternatives:

ROUTING:

Anali Alanis

Created/Initiated - 1/22/2020

Anali Alanis

Approved - 1/28/2020

Patricia Rigney

Approved - 1/28/2020

Karla Moya

Approved - 1/29/2020

City Management Office

Final Approval - 1/31/2020

**WELLNESS SCREENING SERVICES AGREEMENT
BETWEEN
DOCTORS HOSPITAL AT RENAISSANCE, LTD.
AND CITY OF PHARR**

This Agreement is effective the 21th day of February, 2020, by and between **Doctors Hospital at Renaissance, Ltd.** (hereinafter “DHR”), with its principal place of business located at 5501 S. McColl, Edinburg, Texas 78539 and **CITY OF PHARR** (hereinafter referred to as “Vendor”). DHR and Vendor may be individually referred to as a “Party” and collectively as the “Parties”.

Whereas, DHR is a general acute care hospital in Edinburg, Texas which operates a Wellness Center (“Center”) and as part of its wellness/disease screening and community wellness program is offering certain Wellness Screening Services, as defined below, to local businesses;

Whereas, Vendor is a local business and, as a benefit to its employees, wishes to offer DHR’s Wellness Screening Services for employees at its local offices and desires to retain the services of DHR to provide such Wellness Screening Services;

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PERFORMANCE EXPECTATIONS

DHR shall provide the following Wellness Screening Services to employees of Vendor:

***Women Screening: CBC, CMP, TSH, LIPID \$15.00**

***Men Screening: CBC, CMP, LIPID, PSA \$15.00**

DHR shall perform the Wellness Screening Services on-site at Vendor’s business location: Pharr Event Center 3000 N. CAGE PHARR TEXAS 78577 on the following date: February 21, 2020 at times mutually agreed by the parties at least one (1) week prior to the aforementioned dates.

DHR shall provide all staff and supplies necessary to complete the Wellness Screening Services. Vendor is responsible for promoting the on-site Wellness Screening Services and for scheduling the Wellness Screening Services appointments for Vendor employees. The estimated amount of time to complete each individual Wellness Screening Service is fifteen (15) minutes.

Before participating in the DHR Wellness Screening Services, Vendor employees may be asked to sign a release in a form that is at the sole discretion of DHR.

The parties understand and agree that the DHR Wellness Screening Services are screening services only and in no way should substitute for the care and assessment of a physician. DHR shall submit the results of each Vendor employee’s Wellness Screening Services to the Vendor employee by mail. However, DHR shall not be responsible for any interpretation or professional analysis of the tests or labs provided as part of the Wellness Screening Services. DHR shall encourage all Vendor employees participating in the Wellness Screening Services to follow up with their primary care physician for further evaluation and care after receiving their Wellness Screening Services results from DHR. Vendor employees may also elect to have a copy of their Wellness Screening Result provided to their primary care physician. Results will be delivered to Vendor to be distributed to Vendor Employees.

II. PAYMENT

In consideration of the Wellness Screening Services to be provided by DHR as described in Section I, Vendor shall pay DHR at the rate of Fifteen Dollars and 00/100 (\$15.00) for each Vendor employee that receives the Wellness Screening Services as specified in this Agreement. DHR shall keep a log of all Vendor employees that receive the Wellness Screening Services. Within ten (10) days of the Makeup Session Period, DHR shall submit an invoice to Vendor evidencing all Wellness Screening Services provided to Vendor employees and the total amount due by Vendor. Vendor shall pay DHR for such Wellness Screening Services within thirty (30) days of invoice receipt.

III. LEGAL RELATIONSHIP OF THE PARTIES

The parties understand and agree that DHR is an independent contractor when providing services for Vendor under this Agreement. Neither DHR nor its agents or employees providing services under this Agreement are in any way associated with Vendor other than as independent contractor. Nothing in this Agreement or otherwise shall be interpreted to give either party an interest in the other or its business. Neither party is, nor shall be, the agent, legal representative, joint venturer, partner or employee of the other for any purpose.

IV. TERMINATION

This Agreement shall begin on the Effective Date written above and shall remain in effect for three (3) months, unless terminated earlier in accordance with the terms and conditions herein. This Agreement may be terminated at any time by mutual agreement of the Parties, or if not by such agreement, either Party may cancel this Agreement by giving thirty (30) days advance notice to the other Party.

The parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of carrying out its obligations under this contract. Each Party will obtain and maintain current and in force all licenses, certifications, authorizations and/or permits necessary to carry out its duties and responsibilities under this contract.

V. CONFIDENTIALITY

The Department of Health and Human Services has issued security and privacy rules implementing "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Each Party to this Agreement will comply with all final rules promulgated under HIPAA to the extent that they apply to services being provided, including and not limited to all federal, state and local laws and regulatory standards. The parties acknowledge and agree that any and all information about the other's business is confidential information and shall not, unless otherwise required by law, be duplicated, used, or disclosed unless specifically authorized in writing by the other Party.

VI. NO REFERRAL OBLIGATION

The parties expressly agree that nothing contained in this Agreement shall required Vendor to refer or admit (or influence the referral or admission of) any patients to, or order any goods or services from DHR or affiliates. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the provision against fraud and abuse in connection with the Medicare and Medicaid Programs.

VII. SEVERABILITY

In the event that any provision of this Agreement (other than a provision which involves the essence of the consideration for this Agreement) is declared invalid, unenforceable or void to any extent by a court of competent jurisdiction, such provision shall be modified, if possible, by reducing its duration and scope to allow enforcement of the maximum permissible duration and scope. In any event, such declaration shall not effect the remaining provisions and the Agreement shall be enforced as modified, as if such invalid clause had not been included.

VIII. AGREEMENT ACCEPTANCE

This Agreement, when signed and accepted by each Party shall constitute exclusively and entirely the Agreement between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes or additions to this Agreement will be recognized unless made in writing and properly executed by each Party.

IX. SIGNATORY

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute the Agreement either as an officer or an authorized representative.

Doctors Hospital at Renaissance, Ltd.

By: _____

Printed Name: Susan Turley

Title: _____

Date: _____

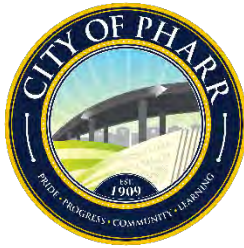
City of Pharr

By: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: January 28, 2020

MEETING DATE: February 3, 2020

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, amending lease agreement with Kyocera Document Solutions, LLC. for additional leased multi-function printers including maintenance plan for city departments utilizing co-op DIR-CPO-4428.(Project #1819-01-518-S030-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to our current lease agreement, we are needing two new multi-function printers at two departments, administration and utility billing. Equipment getting replaced will be re-purposed for other departments due to department moves.

Financial Consideration:

Staff Recommendation: Staff recommends approval of amendment to the lease agreement with Kyocera Document Solutions, LLC from Irving, TX.

Alternatives:

ROUTING:

Jose Pena
Veronica Gutierrez
Anali Alanis
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/28/2020
Approved - 1/30/2020
Approved - 1/31/2020
Approved - 1/31/2020
New -



Nevill Knowledge Executive Summary for: City Of Pharr

The contents of this proposal contain exclusive trade secret information and are intended for the use of City Of Pharr only. The contents herein may not be reproduced for competitive knowledge without the specific written permission of the president of Nevill Document Solutions.

Pricing in this proposal is good 30 days from January 6, 2020

For: Jose Pena

By: Francisco Leal

Date: January 6, 2020

www.nevillsolutions.com

Signature – Customer Acknowledgement



Proposed Solution for: City Of Pharr

Recommendations:

- ❖ Let Kyocera Document Solutions provide a solution for the City of Pharr.

<u>Qty</u>	<u>Equipment</u>	<u>Description</u>
1	ECOSYS M6235cidn (Utility Building)	35 PPM, A4, B&W, 4 in 1 MFP Stand
1	Kyocera TASKalfa 6053ci (City Hall Admin)	60/55 PPM A3 COLOR MFP Attachment Kit for DF-7120 / D-F7110 / DF-7130 Fax Board 270 Sheet Dual Scan Document Processor 1000 Sheet Finisher Dual 500 Sheet Paper Trays - Ledger

Please see attached brochure or specification sheet for more details

Platinum Program

\$325.00 Monthly
\$376.00 Monthly add to
existing Lease

Term

39 Month Program
34 Month Program

Nevill's Platinum Level Service

Includes: \$.0049 per print B&W cost per copy
\$.042 per print color cost per copy

Our smart device (NK) maintenance includes all parts and labor including: toner, developer and drums (this program excludes paper and staples). In addition, all preventative maintenance and firmware upgrade calls are made as required by manufacturer's standard. We will provide *Nevill Knowledge* at no additional charge to ensure automated meter reading, monitoring of toner levels, and service alerts for the best level of service.

Nevill agreements can be provided on a per image plan with no base, separate monthly or quarterly agreements, or included as one simple payment with your NFL lease agreement.

On behalf of the entire Nevill staff, we would like to thank you for the opportunity to earn your business. Please contact me if you have any questions or need any additional information at (956) 630-2100.



Our Platinum Guarantee to You

UNLIMITED 60 MONTH GUARANTEE

Nevill guarantees your digital Systems for a period of 60 months. There are no volume caps and no copy life limits. Should your system become non-repairable, Nevill will replace it with an equal or greater system at no cost to you.

SERVICE RESPONSE TIME GUARANTEE

Nevill guarantees a maximum average emergency response time, per quarter, of four hours within the State of Texas. In the unlikely event that Nevill should fail to meet that commitment, your account will receive a 5% credit on your next quarterly invoice.

PERFORMANCE GUARANTEE

Nevill guarantees to keep your Digital System performing up to manufacturer's standards. We will provide you with a five year guarantee to ensure performance. Only genuine original manufacturer's parts and supplies will be used.

TRADE-UP PROGRAM GUARANTEE

Nevill guarantees that at the end of 36 months you may upgrade to a new digital system without penalty (current lease and maintenance agreement must be in good standing).

FREE LOANER GUARANTEE

Nevill guarantees that should your Digital System require more than eight workday hours for repair, we will provide a "loaner" system to you at no cost during service.

60 DAY TRIAL PROGRAM GUARANTEE

Nevill guarantees that if your Digital System does not meet your needs within the first 60 days, we will apply 100% of your money paid towards an upgrade to any other digital system offers.

SMART DEVICE MANAGEMENT

Nevill guarantees we will provide you with the best "Nevillmania" service you have ever experienced.



KYOCERA Document Solutions Southwest, LLC.
2825 Story Road West • Irving • TX 75038
469.574.0041 • fax 469.574.0039
www.kyoceranevill.com

SALES ORDER

Your Local Sales Office:

Corpus Christi ☐ Laredo ☐
Fort Worth ☐ McAllen ☒
Harlingen ☐ Houston ☐

Sold to: City of Pharr

Deliver to: Same

Billing Address 118 S. Cage Blvd.

Address

City, ST, Zip Pharr TX, 78577

City, ST, Zip

Contact Veronica Gutierrez

Contact (for service)

PH# 956-402-4900

Fax#

PH#

Fax#

Email

Email

Meter Contact Email:

AP Contact:

AP Email:

KDS SW Billing Code ☐ ☐ ☐ ☐ ☐ ☐

KDS SW Shipping Code ☐ ☐ ☐ ☐ ☐ ☐

Customer Status	Leasing Company	Date of Sale	Customer's PO#	Sales Consultant
☐ New ☐ Existing				
Request Delivery / Method	Terms ☐ Cash ☐ Lease ☐ Rental			

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
1			KYOVERA TA6053ci		
1			KYOCERA ECOSYS M6235cidn		

Special instructions / Lease Approval Number				Freight	
Added to existing lease 34 Month Term. Program with no base (Cost per Copy)				Subtotal	
.0049 B/W .042 Color				Sales Tax	
See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.				TOTAL DUE	In Lease

Customer Signature	Title	Date
--------------------	-------	------

TERMS & CONDITIONS OF SALE

Buyer promises to pay to the order of Seller, Kyocera Document Solutions Southwest, LLC, the total price. Seller promises to deliver to Buyer the goods. Unless specified in this agreement, terms of payment and delivery shall be in accordance with Seller's custom. Interest at the rate of 1.5% per month, or the maximum legal rate, whichever is higher, shall accrue on amounts owed by Buyer to Seller that remain unpaid when due.

Seller grants to buyer a security interest in the goods to secure payment of the total price and past and future obligations of Buyer owed to Seller. Buyer waives notice of default and authorizes Seller to enter Buyer's premises in order to peacefully repossess the collateral. At the request of Seller, Buyer shall make the collateral available for inspection. Buyer shall not sell, lease, encumber, damage, or waste the collateral until obligations secured by the collateral have been satisfied.

The entire agreement is contained in the document. Seller makes no representations or express warranties not contained in this document. Seller makes no implied warranty of merchantability or implied warranty of fitness for particular purpose regarding the goods. Seller shall not be liable to Buyer for non-performance caused by circumstances beyond the control of Seller, including acts of God, civil disobedience, employee strikes, fire, flood, common enemy, manufacturer's and shipper's back orders and inability to supply. Seller shall not be liable for indirect, special, or consequential damages suffered by Buyer

In the event Seller's inspection reveals the goods are improperly maintained or operated, the copy meter altered, or payment of the account is not kept current, the Seller may, at his election, declare the agreement in default. Unless specified in this document, time of delivery of goods shall not be considered of the essence.

In the event of dispute, the prevailing party enforcing this agreement shall be entitled to reasonable costs, including attorney fees. Venue shall be decided by Kyocera Document Solutions Southwest, LLC.



GOLD LEVEL COLOR MAINTENANCE CONTRACT

V110719

Date: _____

Kyocera Document Solutions Southwest, LLC, herein after referred to as "Kyocera Document Solutions SW" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: _____ (Initials)

Customer Name City of PharrBusiness Address 118 S. Cage Blvd.City Pharr State TX Zip 78577 Telephone 956-402-4900

Customer # _____ Key Operator _____ Meter Contact Email _____ Zone _____

COLOR MAINTENANCE COVERAGE: ☐ MDS ☒ COPIER ☒ PRINTER ☒ FAX ☒ SCANNER
(SELECT SERVICE BELOW)

☒ **Kyocera Document Solutions SW Full Service** coverage includes labor, parts, drums & supplies (excludes paper & staples).

☐ **Kyocera Document Solutions SW Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, staples, toner & transfer belts).

COLOR MAINTENANCE PLAN: (SELECT ONE)

☐ **Annual Agreement *** : rate \$ _____ per year. Coverage is for one year from contract Beginning Date.

☐ **Annual Time or Usage Contract *** : rate \$ _____ per year. Coverage is for one year from contract Beginning Date or _____ prints, whichever occurs first.

☒ **Annual Contract with a Rate *** of \$ _____ per month / quarter. Coverage includes cost per copy allowable color prints and cost per copy black & white prints per month / quarter with overages invoiced monthly / quarterly at \$.042 _____ per color print and .0049 _____ per black & white print.

Single sheet scans invoiced in arrears at the rate of \$ 0.00 per print. (*all pricing does not include tax & pricing based on 8.5x11 paper)

All cost per copy contracts are subject to a \$15.00 quarterly minimum.

Contract # _____ Beginning Meter _____ Beginning Date _____

Equipment Make, Model & Description

Serial Number

Equipment ID #

KYOCERA TA6053ci

KYOCERA Ecosys M6235cidn

☒ **Special instructions:** No charge for scansCustomer Acceptance ☐

Maintenance Agreement Declined Signature: _____

This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: _____

Signature: _____ Title: _____ Date: _____

Kyocera Document Solutions SW Acceptance

Authorized by: _____

Signature: _____ Title: _____ Date: _____

TERMS AND CONDITIONS

1. The initial term of the Contract shall commence on the "Contract Beginning Date" and shall automatically renew for successive terms. Kyocera Document Solutions SW reserves the right to increase the rate to the then current rate, up to 10%, unless cancelled as provided below.
2. Cancellation at the end of the initial term or any renewal term may be accomplished by either party by giving written notice of such cancellation to the other party no later than sixty (60) days prior to the expiration date of the term then in effect.
3. In case of "Copier Annual Time or Usage Contract", this contract is based upon anticipated Customer annual usage. The contract will expire upon number of copies shown on the face or One year, whichever occurs first. Should the number of copies included be exceeded prior to the expiration of each annual period, the contract will renew using the ending meter for the previous contract as the beginning meter for the renewal contract and the beginning date of the renewal contract will be the date of the ending meter of the previous contract.
4. In case of "Copier Annual Contract with a Quarterly Rate", this contract is based upon an annual contract with the base rate invoiced quarterly, including quarterly allowable copies. Should the number of copies metered for the period exceed the allowable copies for the period, Customer agrees to pay an overage charge for each copy in excess of allowable copies. If a current meter reading is not available or made available to Kyocera Document Solutions SW by Customer, billing will be based on an estimated volume. Estimate shall be determined by Kyocera Document Solutions SW on basis of past Customer usage history.
5. In no case will credits or refunds be made when actual copies metered are less than the contracted usage copies or allowable copies.
6. This Contract covers labor on routine, remedial and preventive maintenance service as well as remedial parts and normal wear and tear on the copier. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Normal business hours are herein defined to mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays. Overtime charges, at Kyocera Document Solutions SW's then current rate, will be charged on all service calls made outside normal business hours.
7. Electrical work external to the equipment and equipment line cord is not covered by this Contract.
8. Certain copier models must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in Equipment Operator's Manual. At its sole cost and expense, Customer shall ensure that the copier is placed in an area that conforms to these requirements, and is not altered or serviced by other than Kyocera Document Solutions SW personnel.
9. Preventative Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed.
10. The Operator's Manual for each equipment model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual is not included in this Agreement and is subject to additional charges.
11. Customer shall provide a Key operator for each shift of operation, and shall at Kyocera Document Solutions SW's request ensure that all operators are instructed by Kyocera Document Solutions SW in the use and care of equipment. Customer's Key Operator shall be responsible for notifying Kyocera Document Solutions SW when preventative maintenance needs to be performed according to equipment maintenance specifications. Should Customer's Key Operator change, Customer is responsible for immediate notification of Kyocera Document Solutions SW of the new Key Operator, for scheduling at the earliest opportunity.
12. Kyocera Document Solutions SW technicians do not carry or deliver consumable supplies (toner, developer, etc.) It is the Customer's responsibility to have the necessary supplies available for the technician's use.
13. This contract does not cover service required due to malfunction of parts, attachments, or supplies of non-manufacturer or not approved by Kyocera Document Solutions SW. Customer agrees that this Contract does not provide for the replacement of consumable supplies. Installation of paper & toner will be performed without charge if a Kyocera Document Solutions SW Service Technician is present for service reasons. If a service call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Kyocera Document Solutions SW's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Kyocera Document Solutions SW.
14. Any Customer changes, network setting alterations, or attachments may require a change in maintenance charges set forth herein. Kyocera Document Solutions SW also reserves the right to terminate this Contract in the event that it shall determine that such changes, alterations, or attachments make it impractical for Kyocera Document Solutions SW to continue servicing the equipment.
15. This Contract will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty of any other natural force or any loss or damage occurring from any other natural force, and any loss or damage occurring from any of the foregoing specifically excluded from this Contract.
16. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at Kyocera Document Solutions SW's option the Contract pertaining to the moved equipment may be terminated and/or may be subjected to additional service charge.
17. This Contract is not re-assignable or transferable by Customer, unless approved by management with transfer form.
18. Invoices pursuant to the Contract will be tendered in advance for Annual Time or Usage and Quarterly Base Rates, and in arrears for overage charges and shall be payable within net 10 days. In the event that Customer fails to pay any invoice when due, this Contract shall automatically terminate and Customer shall pay Kyocera Document Solutions SW's then current time and materials charges for any services performed.
19. If the customer cancels this Contract in a manner other than set forth in paragraph one 1 a refund, if any, will be given to Customer if the amount paid on the contract is more than the amount of services rendered during the contract term calculated at the then rate for time and materials. Any amounts due the Customer will be applied to any unpaid invoices, with any surplus being refunded within thirty (30) days.
20. Kyocera Document Solutions SW shall not be responsible for the delay or failure to furnish maintenance service under this Contract to the extent that NDS was hindered in its performance by any act of nature, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. This Contract is the complete agreement between Kyocera Document Solutions SW and Customer and supersedes any proposal or prior agreement, verbal or written, and any other communications relating to the subject matter of this Contract. The terms and conditions of the Contract shall supersede any terms and conditions, which may be contained on any, purchase order or other document, which may be issued by Customer.
22. Other than the obligations set forth herein, Kyocera Document Solutions SW disclaims all warranties, expressed or implied, which includes any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Kyocera Document Solutions SW shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.
23. If any provision of this Contract shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Contract and shall not affect the validity and enforceability of the remaining provisions of this Contract.
24. All notices are required to be given under this Contract shall be in writing and sent by United States First Class mail to the parties as indicated on the reverse side.
25. The Laws of the State of Texas govern this Contract. In the event of litigation or other proceedings by Kyocera Document Solutions SW to enforce or defend any term or provision of the Contract, Customer agrees to pay all costs and expenses sustained by Kyocera Document Solutions SW including, but not limited to court costs and reasonable attorney's fees.

Amendment to Equipment Lease Agreement

Equipment Lease Agreement No: **450-0000400-000** (the "Agreement")

Amendment Reference No: **450-0000400-001** (the "Amendment")

Lessee: **Pharr, City Of** ("Lessee")

This Amendment is entered into by and between Lessee and **NDS Leasing** ("Lessor"). All capitalized words used but not defined in this Amendment will have the meaning given to them in the Agreement.

1. INCORPORATION AND EFFECT. This Amendment is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.

2. ADDITIONAL EQUIPMENT (if any). If any equipment is listed below in this Section or in any "Attached Equipment Schedule" listing "Additional Equipment", then this Section is part of the Amendment and Lessee hereby agrees to lease from Lessor, in addition to the Equipment referenced in the Agreement that is not Removed Equipment (as defined below), such additional equipment (together with all existing and future accessories, attachments, replacements, replacement parts, substitutions, additions, and repairs thereto, the "Additional Equipment") upon the terms and conditions stated herein and in the Agreement. Such Additional Equipment shall, as of the Amendment Effective Date (as defined below), be deemed to be "Equipment" as defined in the Agreement. Lessee hereby unconditionally represents and warrants to Lessor that (i) the Additional Equipment will be used solely for commercial purposes and not for personal, family or household purposes, (ii) all of the Additional Equipment has been fully delivered and installed at Lessee's place of business, is operating in good working order, meets all of Lessee's requirements, and is hereby irrevocably accepted by Lessee, (iii) there are no related side agreements between Lessee and any third party relating to the Additional Equipment, and (iv) no cancellation rights have been granted to Lessee relating to the Additional Equipment, this Amendment or the Agreement.

Equipment Information: ☐ See Attached Equipment Schedule		Equipment Location (if different than current Equipment Location):	
Quantity	Equipment MFG Model & Serial Number	Quantity	Equipment MFG Model & Serial Number
1	Kyocera 6053ci		
1	Kyocera M6235cidn		

3. REMOVED EQUIPMENT (if any). If any equipment is listed below in this Section or in any "Attached Equipment Schedule" listing "Removed Equipment", then this Section is part of the Amendment and Lessee agrees that such items of Equipment are removed from the Agreement and, as of the Amendment Effective Date, shall not be deemed to be "Equipment" as defined in the Agreement.

Removed Equipment Information:

☐ See Attached Equipment Schedule

Quantity	Equipment MFG Model & Serial Number	Quantity	Equipment MFG Model & Serial Number

4. DOCUMENT FEE; NEW LEASE PAYMENT. Lessee agrees to pay to Lessor a Document Fee for this Amendment in the amount of \$75.00. The new periodic Lease Payment due under the Agreement, as of the Amendment Effective Date, shall be the amount set forth below, which Lease Payment is in addition to applicable taxes and other charges provided in the Agreement.

New Total Lease Payment:

The amount below is your new TOTAL Lease Payment for the Agreement (for all Equipment (including any Equipment previously leased under the Agreement, under any prior Amendment, and any Additional Equipment (if any) listed in this Amendment, and excluding any Removed Equipment (if any) listed in this Amendment).

Additional Payment attributable to Additional Equipment:

The Additional Payment shown below is ONLY for the Additional Equipment added pursuant to Section 2 of this Amendment. Your new TOTAL Lease Payment for the Agreement is the SUM of this Additional Payment plus your current Lease Payment under the Agreement. This Section cannot be used if any Equipment is removed pursuant to Section 3 of this Amendment, and the "New Total Lease Payment" Section must be used.

O
R

Lease Payment*: \$ _____ (*plus applicable taxes)	Additional Payment*: \$ 374.77 (*plus applicable taxes)
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5. REMAINING AGREEMENT TERM. There shall be no change to the remaining Term of the Agreement. The termination date of this Amendment is coterminous with the termination date of the Agreement.

6. MISCELLANEOUS. This Amendment is binding on Lessee as of the date it is signed by Lessee. This Amendment will take effect on the date that it is accepted by Lessor or any later date that Lessor designates (the "Amendment Effective Date"). This Amendment, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Lessee acknowledges having received a copy of this Amendment and agrees that a facsimile or other copy containing Lessee's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Amendment.

Lessee (identified above): Pharr, City Of		Lessor (identified above): NDS Leasing	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: January 28, 2020

MEETING DATE: February 3, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. in the amount of \$44,600 for additional Professional Architectural Services for the International Bridge Facility Expansion and Renovations Project.(Project #C1617-01-528-0080)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Architectural Services for the Additional Scope of work related to re-design of the renovations for the front lobby area of the Bridge Administration Building and other related tasks

Financial Consideration: Original Contract \$81,800

Amendment No. 1 \$12,600

Amendment No. 2. \$44,600

Revised Contract Amount \$139,000

Staff Recommendation: Staff recommends approval of Amendment No. 2 to the contract with The Warren Group, Inc. for additional Professional Architectural Services for the International Bridge Facility Expansion and Renovations Project in the amount of \$44,600. Revised contract amount \$139,000.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

Patricia Rigney

Created/Initiated - 1/28/2020

Approved - 1/30/2020

Approved - 1/30/2020

Veronica Gutierrez
Karla Moya
City Management Office

Approved - 1/30/2020
Approved - 1/31/2020
Final Approval - 1/31/2020



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

January 24, 2020

Omar Anzaldúa, Jr. PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd. 1st. Floor
(956) 540-9122 O
omar.anzaldua@pharr-tx.gov

Re: CITY OF PHARR INTERNATIONAL BRIDGE- **AMENDMENT 2**
Additional Services – Requested by City of Pharr International Bridge

Dear Omar:

The Warren Group greatly appreciates the continued opportunity in providing the City of Pharr with our services. As requested by The City of Pharr International Bridge Director, following is our proposal for additional services for the International Bridge Facility Expansion and Renovations project located in Pharr, Texas.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This proposal includes Architectural, Civil, Structural, Mechanical, Electrical, and Plumbing Engineering Design Services.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision.
- Design to remove and replace existing TPO roof.
- Re-design of existing public restroom E117 and E118. Restroom E117 to be designed to match indoor restroom finishes and fixtures. E118 to be designed into a bathroom with shower and lockers. Finishes and hardware to match indoor restrooms.
- Design to include demolishing the existing windows and provide new larger windows at Office E107. This will include a structural beam to provide structural support to the larger window openings.
- Floor pattern plan to be modified to include adding ceramic tile in lieu of VCT. Ceramic tile to be added to Accounting Room E116.
- Design to fur-out and finish Storage Room E104 walls.
- Civil Engineering to include new slab for concrete steps adjacent to mechanical yard and to replace the portion of existing connector sidewalk that is settling and un-even.
- Civil Engineering design services to provide and approximately 12,000 S.F. asphalt paved maneuvering and overflow parking area. (Note: Due to the existing topographic conditions, extensive drainage design will be required for this task).
- Provide new Gate at truck access with new access control.
- Design to relocate the existing south fence to edge of paving to allow space for the new Generator Pad.
- Design to replace existing canopies located at the east side of the building with smaller ones.
- Design east side of existing building façade to match renovated area and expansion.
- Design to remove the existing air-lock and replace with new, energy efficient and watertight storefront with door access.
- Design for re-painting existing canopy of the Bridge Crossing.
- Design to convert existing mechanical yard into enclosed non-airconditioned area. Relocate and enlarge the Generator with new reinforced concrete pad. A new reinforced concrete pad, fully enclosed walls and lighting is to be provided.
- Design for to renovate and upgrade the ceiling and lighting of the main Lobby area.

- Provide design to replace flag poles with new foundation.
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil and Environmental Testing Services.

Stipulated Sum Fee of \$44,600.00

Our team will provide the set of plans in PDF format to the City of Pharr for direct access to ensure consistent involvement throughout the bidding process. We will attend a conference meeting and issue answer any questions that general contractor may have.

| AGREEMENT

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

Submitted by:



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

January 24, 2020
Date

Accepted by:

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer, Pharr, Texas

Date

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 2

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

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined below
 - See Attached Scope of Work

- B. Modification to Section 5 – Professional Service Fee – Increase to Fee
 - 1. Add the following fees:
 - a. Additional Services – \$ 44,600

This amendment adds **\$44,600** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 94,400 to **\$ 139,000.**

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

APPROVAL OF AMENDMENT NO. 2

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

Laura N. Warren, AIA

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

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

Ed Wylie
Interim City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: January 28, 2020

MEETING DATE: February 3, 2020

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Valley View Independent School District Police Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: City of Pharr and Valley View Independent School District Police Department

What: Memorandum of understanding (MOU) is made by and between the City of Pharr Police Department (PPD) and the Valley View Independent School District Police Department (VV ISD PD)

When: February 2, 2020

Where: City of Pharr and Valley View Independent School District overlapping jurisdiction.

Why: The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communications and coordination of efforts between the department and the agencies

Financial Consideration: None at this time.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve the MOU

ROUTING:

Jose Luengo

Created/Initiated - 1/28/2020

Anali Alanis
Patricia Rigney
City Management Office

Approved - 1/29/2020
Approved - 1/29/2020
Final Approval - 1/31/2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND VALLEY VIEW INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

FOR LAW ENFORCEMENT COOPERATION

This Memorandum of understanding (MOU) is made by and between the City of Pharr Police Department (PPD) and the Valley View Independent School District Police Department (VV ISD PD). These departments agree to abide by the terms and provisions of the MOU throughout the duration of this Agreement.

WHEREAS the Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communications and coordination of efforts between the department and the agencies; and

WHEREAS the parties acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this Agreement; and

WHEREAS this document shall serve as the MOU addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties; and

WHEREAS the City of Pharr ("City"), Texas is a municipal corporation chartered as a home-rule city; and

WHEREAS the VV Independent School District (VV ISD) is a Texas School District and local governmental entity as set forth in Texas Government Code 791.003; and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, under the authority of Chapter 791 of the Texas Government Code and Chapter 37.081 of the Texas Education Code, the parties agree as follows:

Purpose

The purpose of this Memorandum of Understanding is to set out a common understanding of the policies and procedures that the Pharr PD and VV ISD PD will follow in providing police service to the citizens of Pharr, Hidalgo County and/or the State of Texas. This MOU is not a contract but is an agreement to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Pharr, Texas.

Article 1 – Mutual Aid

1. Pharr PD and VV ISD PD will have concurrent jurisdiction over VV ISD Property (as that term is defined herein below) within the city limits and extra territorial jurisdiction of the City of Pharr. Pharr PD and VV ISD PD may provide each other mutual aid within their concurrent jurisdictions, subject to availability of personnel and prioritization of competing needs for aid.
2. The VV ISD PD shall exercise primary jurisdiction and answer all calls for service occurring on VV ISD PD Jurisdiction and may request assistance from the Pharr PD.

3. In the event the Chief or Captain of VV ISD PD requests assistance of the Pharr PD with an incident at VV ISD PD jurisdiction site, upon acceptance of such request, Pharr PD, subject to availability of personnel and prioritization of competing needs for aid, reserve the right to respond and assume primary jurisdiction until the incident is terminated.
4. The department exercising primary jurisdiction will exercise on-scene incident command.

Article 2 – VV ISD PD Jurisdiction

1. VV ISD PD shall exercise jurisdiction of and over VV ISD property, including real and personal property located inside the boundaries of VV ISD that is owned, leased, rented, or otherwise under the control of VV ISD, except that Pharr PD shall exercise jurisdiction over any property owned by the City of Pharr which VV ISD has leased, rented, borrowed, or otherwise used.
2. The jurisdiction of VV ISD PD set forth above shall be concurrent and overlapping with that of the Pharr PD. VV ISD PD has primary responsibility as first responder and over all offenses which occur on any VV ISD property, and Pharr PD may provide assistance to VV ISD PD when requested by VV ISD PD. VV ISD PD will also have jurisdiction and authority to exercise police powers as authorized by law when such action is related to or arising from an act, incident, or crime occurring within VV ISD property.
3. VV ISD PD shall also be responsible for public safety matters relating to traffic and operation of motor vehicles to the extent necessary for VV ISD events occurring on any VV ISD property, including but not limited to sporting events, and shall coordinate all regulation of such traffic and operation of motor vehicles with Pharr PD in advance. Except as otherwise set out herein, VV ISD PD shall have primary responsibility as first responder over any incidents involving an VV ISD vehicle or bus used to transport VV ISD students, faculty, and administration and all vehicles and buses of any transportation contractor of VV ISD used in connection with such contractor's services provided to VV ISD when such incidents occur on any VV ISD property.

Article 3 – Officer Duties

1. VV ISD PD's peace officer's duties shall include the duty to protect the safety and welfare of any person, including but not limited to students, faculty, administrative personnel, and all other persons within VV ISD PD's jurisdiction as set forth above.
2. Pharr PD peace officers may assist VV ISD PD officers.
3. The Pharr PD shall respond to any emergency Call-For-Service that is a result of a call to the Pharr PD 9-1-1 Emergency Communications Center.
4. All non-emergency Calls-For-Service received on VV ISD property at the Pharr PD 9-1-1 Emergency Communications Center shall be referred to VV ISD PD.

5. VV ISD PD, except for criminal homicide offenses, shall investigate all crimes that occur within VV ISD PD primary jurisdiction. Pharr PD may assist VV ISD PD in any manner on any investigation of a crime occurring on the VV ISD PD jurisdiction. Where Pharr PD serves as primary investigative agency of any crime occurring on VV ISD PD jurisdiction, the VV ISD PD may assist Pharr PD in any manner if requested to do so by Pharr PD.

Article 4 – Pharr Municipal Court

Where VV ISD PD files a matter at the Pharr Municipal Court, VV ISD PD shall cooperate and be available to appear in municipal court as may be required by the City of Pharr Municipal Court relating to those matters in municipal court.

Article 5 – Reports

VV ISD PD shall prepare and shall be responsible for preparation of all required reports including Offense/Incident/Arrests and UCR or IBR reports in Call-For-Service matters in which VV ISD PD exercised jurisdiction as described in Article 2.

Article 6 – Communication

VV ISD PD and Pharr PD may coordinate radio frequencies pursuant to the regulations of the Federal Communication Commission and the designated frequency coordination organization and may agree on radio type, mode, and emission to enable interoperability.

Article 7 – Conduct

The VV ISD PD and Pharr PD shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner so that the citizens and persons within their concurrent jurisdiction will be better served and protected.

Article 8 – Disagreements

Any disagreements between the Pharr PD and VV ISD PD will be brought to the attention of the Chief of Police of the Pharr Police Department and the Chief of Police of the VV Independent School District Police Department for resolution.

Article 9 – Term

The Term of this agreement shall be for a period of one (1) calendar year for the date of execution by both parties and shall renew automatically on each anniversary date, unless Pharr PD or VV ISD PD give written notice of non-renewal to the other at least thirty (30) days prior to the anniversary date. This agreement may be terminated by either party by giving ninety (90) days advanced written notice.

Article 10 – Implementation

This MOU supersedes and replaces any and all previous Memorandums of Understanding between the City of Pharr Police Department and the VV Independent School District Police Department.

Executed this _____ day of _____, 2020

Board of Trustees

President,

Date: _____

City of Pharr

Mayor, Ambrosio Hernandez

Date: _____

VV Independent School District

Superintendent

Date: _____

City of Pharr

City Manager Edward Wylie

Date: _____

VV Independent School District

Chief

Date: _____

Pharr Police Department

Chief Jose A. Luengo

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Pharr-San Juan-Alamo Independent School District Police Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and Pharr San Juan Alamo Police Department

What: Memorandum of Understanding between the City of Pharr and Pharr-San Juan-Alamo Independent School District Police Department.

When: February 3, 2020

Where: City of Pharr Police Department and PSJA ISD PD overlapping jurisdiction

Why: The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communications and coordination of efforts between the department and the agencies

Financial Consideration: None at this time

Staff Recommendation: I recommend approval

Alternatives: Alternative is to not approve the MOU

ROUTING:

Jose Luengo
Anali Alanis

Created/Initiated - 1/30/2020
Approved - 1/30/2020

Patricia Rigney
City Management Office

Approved - 1/30/2020
Final Approval - 1/31/2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

FOR LAW ENFORCEMENT COOPERATION

This Memorandum of understanding (MOU) is made by and between the City of Pharr Police Department (PPD) and the Pharr-San Juan-Alamo Independent School District Police Department (PSJA ISD PD). These departments agree to abide by the terms and provisions of the MOU throughout the duration of this Agreement.

WHEREAS the Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communications and coordination of efforts between the department and the agencies; and

WHEREAS the parties acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this Agreement; and

WHEREAS this document shall serve as the MOU addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties; and

WHEREAS the City of Pharr ("City"), Texas is a municipal corporation chartered as a home-rule city; and

WHEREAS the PSJA Independent School District (PSJA ISD) is a Texas School District and local governmental entity as set forth in Texas Government Code 791.003; and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, under the authority of Chapter 791 of the Texas Government Code and Chapter 37.081 of the Texas Education Code, the parties agree as follows:

Purpose

The purpose of this Memorandum of Understanding is to set out a common understanding of the policies and procedures that the Pharr PD and PSJA ISD PD will follow in providing police service to the citizens of Pharr, Hidalgo County and/or the State of Texas. This MOU is not a contract but is an agreement to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Pharr, Texas.

Article 1 – Mutual Aid

1. Pharr PD and PSJA ISD PD will have concurrent jurisdiction over PSJA ISD Property (as that term is defined herein below) within the city limits and extra territorial jurisdiction of the City of Pharr. Pharr PD and PSJA ISD PD may provide each other mutual aid within their concurrent jurisdictions, subject to availability of personnel and prioritization of competing needs for aid.
2. The PSJA ISD PD shall exercise primary jurisdiction and answer all calls for service occurring on PSJA ISD PD jurisdiction and may request assistance from the Pharr PD.

3. In the event the Chief or Captain of PSJA ISD PD requests assistance of the Pharr PD with an incident at PSJA ISD PD jurisdiction site, upon acceptance of such request, Pharr PD, subject to availability of personnel and prioritization of competing needs for aid, reserve the right to respond and assume primary jurisdiction until the incident is terminated.
4. The department exercising primary jurisdiction will exercise on-scene incident command.

Article 2 – PSJA ISD PD Jurisdiction

1. PSJA ISD PD shall exercise jurisdiction of and over PSJA ISD property, including real and personal property located inside the boundaries of PSJA ISD that is owned, leased, rented, or otherwise under the control of PSJA ISD, except that Pharr PD shall exercise jurisdiction over any property owned by the City of Pharr which PSJA ISD has leased, rented, borrowed, or otherwise used.
2. The jurisdiction of PSJA ISD PD set forth above shall be concurrent and overlapping with that of the Pharr PD. PSJA ISD PD has primary responsibility as first responder and over all offenses which occur on any PSJA ISD property, and Pharr PD may provide assistance to PSJA ISD PD when requested by PSJA ISD PD. PSJA ISD PD will also have jurisdiction and authority to exercise police powers as authorized by law when such action is related to or arising from an act, incident, or crime occurring within PSJA ISD property.
3. PSJA ISD PD shall also be responsible for public safety matters relating to traffic and operation of motor vehicles to the extent necessary for PSJA ISD events occurring on any PSJA ISD property, including but not limited to sporting events, and shall coordinate all regulation of such traffic and operation of motor vehicles with Pharr PD in advance. Except as otherwise set out herein, PSJA ISD PD shall have primary responsibility as first responder over any incidents involving a PSJA ISD vehicle or bus used to transport PSJA ISD students, faculty, and administration and all vehicles and buses of any transportation contractor of PSJA ISD used in connection with such contractor's services provided to PSJA ISD when such incidents occur on any PSJA ISD property.

Article 3 – Officer Duties

1. PSJA ISD PD's peace officer's duties shall include the duty to protect the safety and welfare of any person, including but not limited to students, faculty, administrative personnel, and all other persons within PSJA ISD PD's jurisdiction as set forth above.
2. Pharr PD peace officers may assist PSJA ISD PD officers.
3. The Pharr PD shall respond to any emergency Call-For-Service that is a result of a call to the Pharr PD 9-1-1 Emergency Communications Center.
4. All non-emergency Calls-For-Service received on PSJA ISD PD property at the Pharr PD 9-1-1 Emergency Communications Center shall be referred to PSJA ISD PD.

5. PSJA ISD PD, except for criminal homicide offenses, shall investigate all crimes that occur on the PSJA ISD PD jurisdiction. Pharr PD may assist PSJA ISD PD in any manner on any investigation of a crime occurring on the PSJA ISD PD jurisdiction. Where Pharr PD serves as primary investigative agency of any crime occurring on PSJA ISD PD jurisdiction, the PSJA ISD PD may assist Pharr PD in any manner if requested to do so by Pharr PD.

Article 4 – Pharr Municipal Court

Where PSJA ISD PD files a matter at the Pharr Municipal Court, PSJA ISD PD shall cooperate and be available to appear in municipal court as may be required by the City of Pharr Municipal Court relating to those matters in municipal court.

Article 5 – Reports

PSJA ISD PD shall prepare and shall be responsible for preparation of all required reports including Offense/Incident/Arrests and UCR or IBR reports in Call-For-Service matters in which PSJA ISD PD exercised jurisdiction as described in Article 2.

Article 6 – Communication

PSJA ISD PD and Pharr PD may coordinate radio frequencies pursuant to the regulations of the Federal Communication Commission and the designated frequency coordination organization and may agree on radio type, mode, and emission to enable interoperability.

Article 7 – Conduct

The PSJA ISD PD and Pharr PD shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner so that the citizens and persons within their concurrent jurisdiction will be better served and protected.

Article 8 – Disagreements

Any disagreements between the Pharr PD and PSJA ISD PD will be brought to the attention of the Chief of Police of the Pharr Police Department and the Chief of Police of the PSJA Independent School District Police Department for resolution.

Article 9 – Term

The Term of this agreement shall be for a period of one (1) calendar year for the date of execution by both parties and shall renew automatically on each anniversary date, unless Pharr PD or PSJA ISD PD give written notice of non-renewal to the other at least thirty (30) days prior to the anniversary date. This agreement may be terminated by either party by giving ninety (90) days advanced written notice.

Article 10 – Implementation

This MOU supersedes and replaces any and all previous Memorandums of Understanding between the City of Pharr Police Department and the PSJA Independent School District Police Department.

Executed this _____ day of _____, 2020

Board of Trustees

President, Jorge Palacios

Date: _____

City of Pharr

Mayor, Ambrosio Hernandez

Date: _____

PSJA Independent School District

Superintendent Jorge L. Arredondo, Ed.D

Date: _____

City of Pharr

City Manager Edward Wylie

Date: _____

PSJA Independent School District

Chief Rolando Garcia

Date: _____

Pharr Police Department

Chief Jose A. Luengo

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract with R.L. Abatement for the Asbestos Abatement and demolition of the Boller Farms Building. (Project #1920-01-522-S025-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: An Asbestos survey was conducted for the Boller Farms Building in accordance with the Texas Asbestos Health Protection Rules required by the Texas Department of State Health Services for building renovations of this size.

The Asbestos Survey found the building contains Asbestos in various areas of the building and thus requires Asbestos abatement to be performed by a State licensed asbestos abatement contractor.

Financial Consideration: The Asbestos Abatement is estimated at \$71,910

Staff Recommendation: Staff recommends approval and authorization to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract with R.L. Abatement from Weslaco, TX in the amount of \$71,910 for the Asbestos Abatement and demolition of the Boller Farms Building.

Alternatives: The alternative would be the conventional Bid Process which will take around 1-month from the time of advertisement to the start of construction. Since this is a time sensitive project, using the TIPS Purchasing Cooperative will allow to begin work within one week of contract approval.

If the conventional Bid Process is preferred, staff requests approval to advertise for bids

for the Asbestos Abatement of the Jose "Pepe" Salinas Civic Center

ROUTING:

Omar Anzaldua	Created/Initiated - 1/30/2020
Omar Anzaldua	Approved - 1/30/2020
Veronica Gutierrez	Approved - 1/30/2020
Patricia Rigney	Approved - 1/31/2020
Karla Moya	Approved - 1/31/2020
City Management Office	Final Approval - 1/31/2020

R.L. ABATEMENT, INC.

P.O. BOX 332

WESLACO, TEXAS 78599

TEL: 956-968-2265 FAX: 956-968-3301

Email: rlai@rlabatement.com

BID PROPOSAL

Proposal No: 20-2897

Date: 01-29-2020

Submit To: City of Pharr
Pharr, Texas

Project: Old Warehouse
Cage & Business 83
Pharr, Texas

BID ITEM 1: Removal of all debris from inside building, complete demolition of building, concrete slab and disposal of all debris.

Project Cost:.....\$66,000.00
(Sixty-six Thousand Dollars and Zero Cents.)

BID ITEM 2: Removal and disposal of asbestos contaminated material.

Project Cost:.....\$4,500.00
(Four Thousand Five Hundred Dollars and Zero Cents.)

TIP Fees:.....\$1,410.00
(One Thousand Four Hundred Ten Dollars and Zero Cents.)

Exclusions:

- *Hiring an Asbestos Consultant who will need to prepare specifications, conduct air monitoring and clearance testing, if applicable.
- *Notification filing fees and State fees (ARU), which will be mailed directly to the owner, if applicable.
- *Built Back or Replacements
- *Water and Electricity
- *Payment and Performance Bonds
- *Disconnection or relocation of any utility lines

R.L. ABATEMENT, INC. will provide labor, materials, equipments and insurances. Proposal is subject to change in accordance with the project's specifications as prepared by an asbestos consultant. All rules and regulations will be enforced according to the Texas Dept. of Health, OSHA, EPA, and any other state and federal regulations.

Submitted by: Roberto Valladares, Jr. Print Name: Roberto Valladares, Jr. Title: President Date: 01/29/2020

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____ Print Name: _____ Title: _____ Date: _____

Note: This proposal is good for 30 days from date submitted. If your firm is exempt from any and all taxes, please provide our office with a Tax Exempt Form. If Tax Exempt form is not received in our office, you will be charged 8.25% (taxes) on invoice.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on ground lease agreement between Union Pacific Railroad and the City of Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is interested in leasing Union Pacific Railroad property for downtown parking use.

Financial Consideration: \$10,920/year and increase by 3% yearly

Staff Recommendation: Recommends Approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 1/30/2020
Approved - 1/30/2020
Approved - 1/31/2020
Final Approval - 1/31/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: December 23, 2019

MEETING DATE: February 3, 2020

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation and possible action, regarding *Raul Garcia D/B/A Pajaro Promotions v. City of Pharr*, C-3425-17-B.

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
Patricia Rigney
City Management Office

Created/Initiated - 12/23/2019
Approved - 12/27/2019
Final Approval - 1/31/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: January 28, 2020

MEETING DATE: February 3, 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 - 1/28/2020
Final Approval - 1/31/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: January 30, 2020

MEETING DATE: February 3, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on counter offer and the legality thereof for incentive agreement for Transcasa/PBBP

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: this item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney

Created/Initiated - 1/30/2020
Final Approval - 1/30/2020