

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, AUGUST 2, 2021**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases.

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

A) City Engineer's Report (ENGINEERING)

AGENDA REGULAR MEETING

August 2, 2021

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

A) Consideration and action, if any, on Ordinance amending O-2016-34 and adopting the Development and Maintenance Codes 2017 and 2018. **(3rd and Final Reading)** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2021-17 relating to the number of authorized civil service positions within the Fire and Police Departments. **(2nd Reading)**

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

1. Gilberto Espino has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 0.5 acres, out of the south 5 acres, more or less, out of Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. **COZ#210637** (DEVELOPMENT SERVICES)

2. Gilberto Espino 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 Residential Multi-Family District (R-MF). The property is legally described as being 4.19 acres, out of the south 5 acres, more or less, out of Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. **COZ#210638** (DEVELOPMENT SERVICES)

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

4. Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. **CUP#190641** (DEVELOPMENT SERVICES)

PLATS:

1. Barrera Infrastructure Group, Inc., representing Jacinto Andres Garcia, Owner, is requesting final plat approval of the proposed Andres Garcia Subdivision. The property is legally described as being a 1.00 acre gross tract of land lying and being the east portion of Lot 5, Block 11, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Greg Drive. **SUB#201032** (DEVELOPMENT SERVICES)

AGENDA REGULAR MEETING

August 2, 2021

2. Melden & Hunt Inc., representing Humberto Tijerina and Evanagelina A. Tijerina, Trustees, are requesting preliminary plat approval of the proposed Master Plan Circle K Pharr Subdivision. The property is legally described as being a 6.998 acres situated in the City of Pharr, consisting of 6.498 acres out of Lot 220 Kelly-Pharr Subdivision and 0.500 of one acre being all of Lot 1, Ordonez Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1800 Block of South. **SUB#210513** (DEVELOPMENT SERVICES)

3. Melden & Hunt Inc., representing Rosa Maria A. Vigon, Manager for F.H. Investments, LTD, A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Plan Tractor Supply South Pharr Subdivision. The property is legally described as being a 13.355 acres out of Lot 317 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 6800 block of S. Cage Blvd. **SUB#210617** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance adopting a fee schedule for municipal fiber optic services. **(3rd and Final Reading)** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Resolution for Community Development Block Grant Action Plan 2021. (GMCD)

C) Consideration and action on Resolution authorizing the Pharr Police Department to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG). (POLICE)

D) Consideration and action, if any, on Resolution appointing/reappointing seven (7) members to the Pharr Public Facilities Corporation No. 1 Board. (ADMINISTRATION)

E) Consideration and action, if any, on Resolution appointing/reappointing seven (7) members to the Pharr Public Facilities Corporation No. 3 Board. (ADMINISTRATION)

7. ADMINISTRATIVE:

A) Consideration and action, if any, to approve the Selection Committee's ranking of Request for Proposals (RFP), Pharr Comprehensive Pedestrian Safety & Wellness Plan, and authorize City Manager to negotiate and enter into an agreement with top-ranked respondent, Halff Associates, Inc. (ENGINEERING)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Graybar from Fort Worth, TX on the purchase of the material for the Fiber Optic Network - Core Build Phase II Project in the amount of \$556,032.11 through OMNIA Partners Purchasing Cooperative Contract number EV237. (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with STX Underground LLC from Brownsville, TX for the labor of the Fiber Optic Network - Core Build Phase II Project in the amount of \$1,019,593.00 through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract number 200201-3132 (PURCHASING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Memorandum of Understanding between Hidalgo Police Department and Pharr Police Department over Jurisdictional and Interagency Support. **(TABLED)**

B) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with DPC Industries, Inc. from Corpus Christi, TX for the Purchase and Delivery of Chlorine & Calcium Hypo-Chlorite. (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to amend the Contract with SEA Consulting Engineers for Professional Engineering Services for the design and related construction phase services for the 2nd span of Pharr-Reynosa Bridge Project. (ENGINEERING)

D) Consideration and action, is any, on collective bargaining labor agreement between Pharr Police Officers Association and the City of Pharr for FY2021-2022 thru FY2023-2021 (ADMINISTRATION)

E) Consideration and action, is any, on collective bargaining labor agreement between Pharr Professional Firefighters' Association and the City of Pharr for FY2021-2022 thru FY2023-2021. (ADMINISTRATION)

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

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related **to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental**

AGENDA REGULAR MEETING
August 2, 2021

body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1007 or FAX 956-702-5313 or E-mail 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 30th day of July 2021 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

AGENDA REGULAR MEETING
August 2, 2021



WITNESS MY HAND AND SEAL, this 30th day of July 2021.


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: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: August 2, 2021

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.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: City Engineer's Report

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 7/28/2021

Approved - 7/30/2021

Final Approval - 7/30/2021



Report on Capital Improvement Project Activity August 2021

City Engineer - Omar Anzaldua Jr., PE, CFM, PMP, CCM
Monday, August 2, 2021



Pharr
Engineering



CIP MEETING



Construction

1. Bridge Facility Expansion Phase II (NTP 02/15/2021)
 2. Northside Community Center (NTP 12/02/2020)
 3. City Hall 1st Floor Renovations (NTP 07/23/2020)
 4. Aquatic Facility (NTP 11/01/2019)
 5. Bridge Northbound Lane Expansion and 2nd BSIF Exit (NTP 09/08/2020)
 6. Lift Station No. 30 (BO 02/02/21)
 7. Expressway 83 Elevated Storage Tank Rehabilitation (NTP 03/08/2021)
 8. WWTP Oxidation Ditch No. 2 and Electrical Improvements Project Phase I (NTP 10/19/2020)
 9. PSJA Tri-City Pedestrian Safety Improvements Project Phase I (BO 04/26/2021)
 10. Various Parking Lot Improvements (BO 01/19/2021)
 11. Javelina Drive Monument Signs (BO 06/08/2021)
- 



Pharr
Engineering



OVERVIEW

Architect: The Warren Group Architects, Inc.

Contractor: International Consulting Engineers

CM: Easton Acquisitions, Inc.

Notice to Proceed: Feb. 15, 2021

Contract Time: 120 + 35 (ETC July 20, 2021)

Time to Date: 141 (90.97%)

Contract Amount: \$598,000.00

Change Orders: \$58,562.00

Current Contract: \$656,562.00

Placed to Date: \$491,070.00 (74.79%)

Description: The project generally consists of additional improvements that include parking, southwest entrance, curtain wall, fence, roof, exterior lighting, and exterior finish. Location is at 9901 S. Cage Blvd.

Status: Contractor completed site work, as well as restrooms and roof for mechanical room. Change Order No. 1 was approved at the CC Regular Meeting on June 07, 2021.

Next Step: Contractor will continue work on exterior of building (canopies). Possible change order for additional work at dumpster.



06-02-2021

Bridge Facility Expansion Phase II (1/2)



Pharr
Engineering



CONSTRUCTION



1801 SOUTH RECONO ST. SUITE 330
MAGALLAN, TX 78503
956.994.1905
twg@tgc.com

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CONTAINED HEREIN ARE PROPERTY OF
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APPROVED FOR THE WARREN GROUP
ARCHITECTS, INC.

NO.	DATE	DESCRIPTION	BY	CHKD
1	12/15/2014	ISSUED FOR PERMIT	MM	MM
2	01/27/2015	REVISED PER CITY OF PHARR	MM	MM
3	02/17/2015	REVISED PER CITY OF PHARR	MM	MM
4	03/11/2015	REVISED PER CITY OF PHARR	MM	MM



PROPOSED
CITY OF PHARR
INTERNATIONAL
BRIDGE FACILITY
EXPANSION AND
RENOVATIONS
LOT 3 OSA SUBDIVISION
PHARR, TEXAS
REV'D

Project: 07104
Date: 12/15/2014
Revised: 07/02/2015
A1.01 RFP3
SITE PLAN

GENERAL NOTES

1. GENERAL CONTRACTOR TO REFER TO SPECIFICATIONS
SECTION 01-23 FOR ALTERNATES AND SEPARATE PRICES.

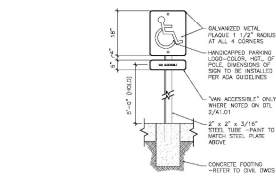
SHEET NOTES

1. REFER CIVIL DRAWINGS FOR PAVING AND DEMOLITION SCOPE.
2. SITE PLAN CURBS DIMENSIONED TO FRONT OF CURBS.
3. REFER CIVIL DRAWINGS FOR NEW ASPHALT PAVING, SIDEWALKS, AND
SITE CONTROL PLAN.
4. REFER CIVIL DRAWINGS FOR GRADING ELEVATIONS/SPOT ELEVATIONS.

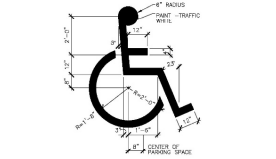
SHEET LEGEND

- NEW LANDSCAPE AND IRRIGATED AREA
- FINE LINE
- E.F.A. EXISTING FIRE HYDRANT TO REMAIN
- E.L.P. EXISTING LIGHT POLE TO REMAIN—
REFER ELECTRICAL DRAWINGS AND/OR
LIGHT FIXTURES AT EXISTING POLES
- EXISTING FENCE TO REMAIN
- EXISTING CONCRETE SIDEWALK TO REMAIN

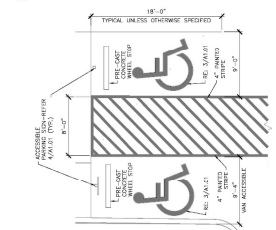
- NOTE:
1. SIGNS SHOULD BE PROPERLY CENTERED AT FRONT OF PARKING SPACE.
 2. SIGN FACE SHOULD BE LOCATED NO FURTHER THAN 6" FROM THE FRONT OF EACH
PARKING SPACE WITH MINIMUM 3'-0" CLEAR.
 3. MOUNT SIGN ON COLUMN OR WALL AT ONE CORNER.
 4. WHERE SIGN IS PLACED IN PARKING AREA AS PARKING SIGNS, PROVIDE PRECAST BUMPERS.
 5. PROVIDE "VAN ACCESSIBLE" SIGN AS SHOWN AT VAN ACCESSIBLE PARKING SPACE.



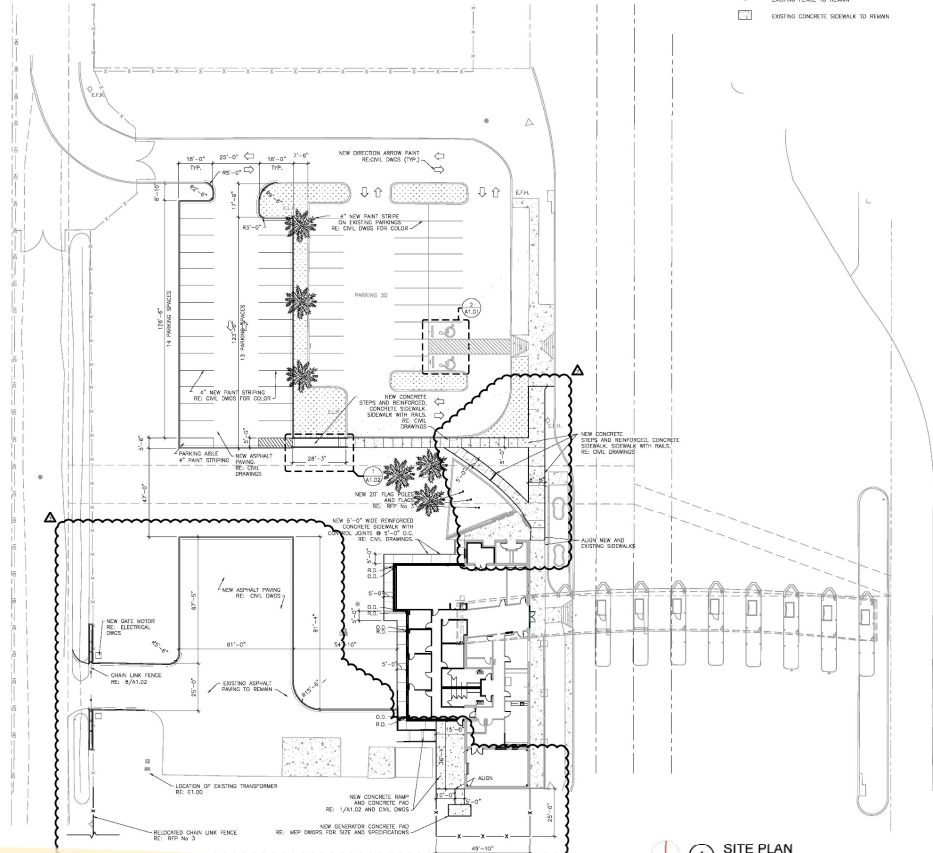
4 ACCESSIBLE SIGN DETAIL
NOT TO SCALE SITE: 001_001_001



3 ACCESSIBLE PARKING SYMBOL
NOT TO SCALE



2 ACCESSIBLE PARKING DETAIL
SCALE: 1/4" = 1'-0" SITE: 001_001_001



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

Bridge Facility Expansion Phase II (2/2)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.

Contractor: Davila Construction, Inc.

CM: Brownstone Consultants, LLC

Notice to Proceed: Dec. 2, 2020

Contract Time: 273 (ETC Aug. 31, 2021)

Time to Date: 216 (79.12%)

Contract Amount: \$7,500,000.00

Change Orders: \$0.00

Current Contract: \$7,500,000.00

Placed to Date: \$3,272,596.06 (43.63%)

Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.

Status: Contractor continues with construction within the site work, building, amphitheater, and garden footprint. Contractor has completed select fill at amphitheater, fountain (concrete) is complete, and the roof and frame of building are complete.

Next Step: Contractor will be excavating the seating area for the amphitheater, and continue with tile in the fountain, and electrical & plumbing in building.



06-10-2021

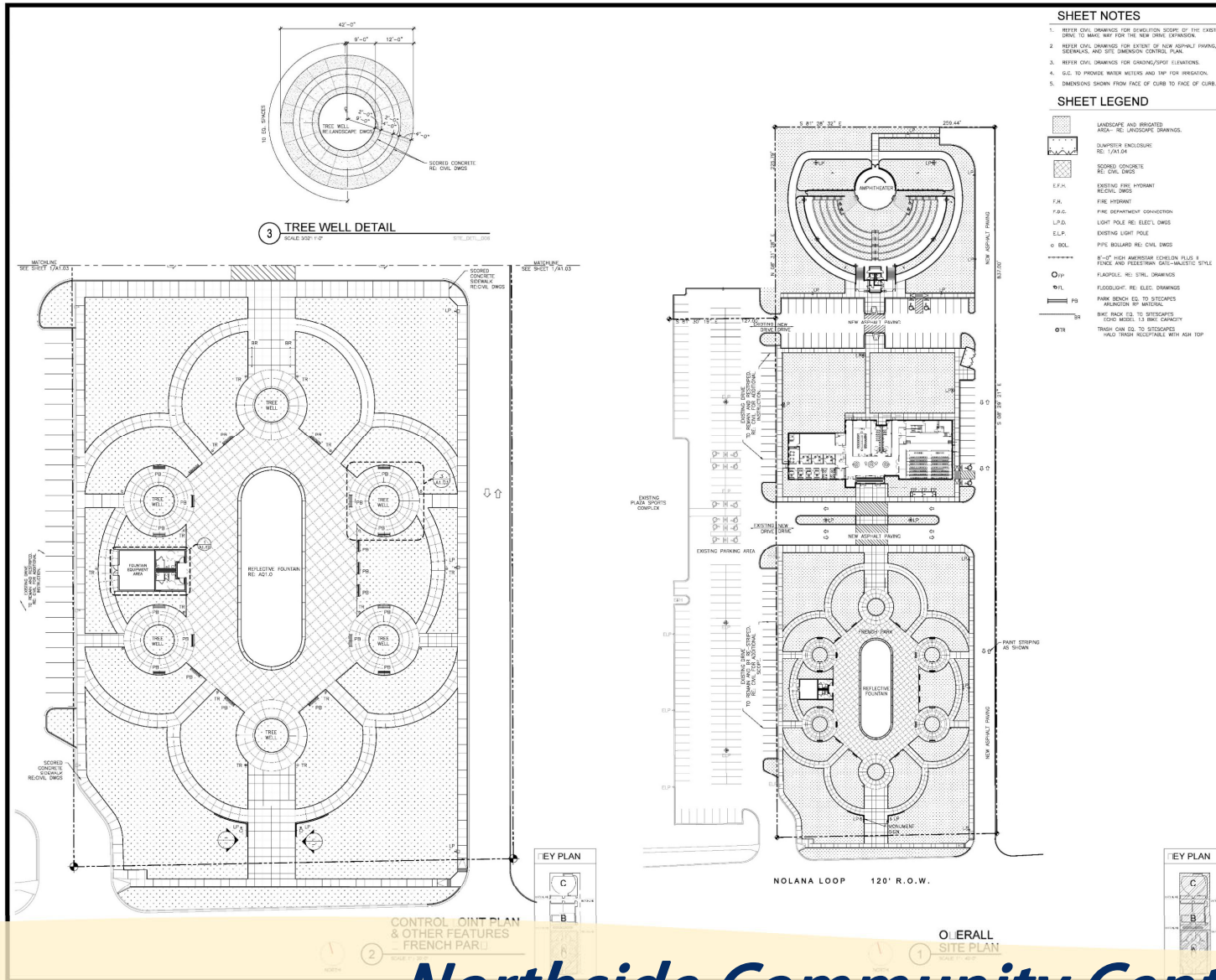
Northside Community Center (1/3)



Pharr
Engineering



CONSTRUCTION



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REVISION	DATE	DESCRIPTION	APPROVED BY	DATE
1	1/14/2020	ADDITIONAL INFO TO THE ARCHITECT	INC	



PROPOSED
**CITY OF PHARR
NORTH SIDE
COMMUNITY
CENTER**
1121 E. NOLANA LOOP
PHARR, TEXAS 77577

PROJECT NO. 17-001
REVISED 11/11/2020
A101
OVERALL SITE PLAN
CONTROL JUNCTION

Northside Community Center (2/3)



06-07-2021

Northside Community Center (3/3)



Pharr
Engineering



CONSTRUCTION

Architect: **GOERO International, LLC**

Contractor: **NM Contracting, LLC**

CM: **Brownstone Consultants, LLC**

Notice to Proceed: **July 23, 2020**

Contract Time: **207**

SC: **Feb. 14, 2021** (207 = 100%)

FC: **March 01, 2021** (222 = 107.25%)

Time to Date: **348** (168.12%)

Contract Amount: **\$2,349,203.00**

Change Orders: **\$0.00**

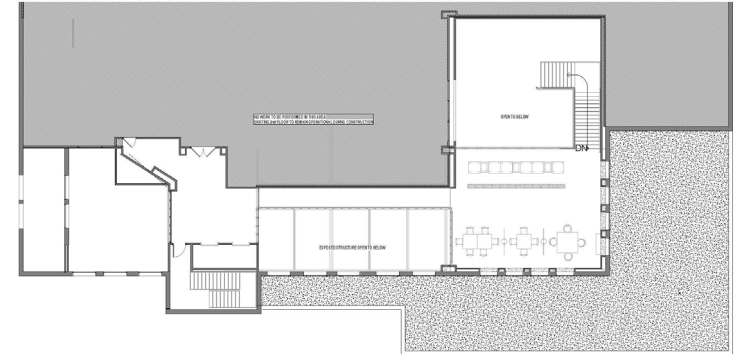
Current Contract: **\$2,349,203**

Placed to Date: **\$2,206,389.17** (93.92%)

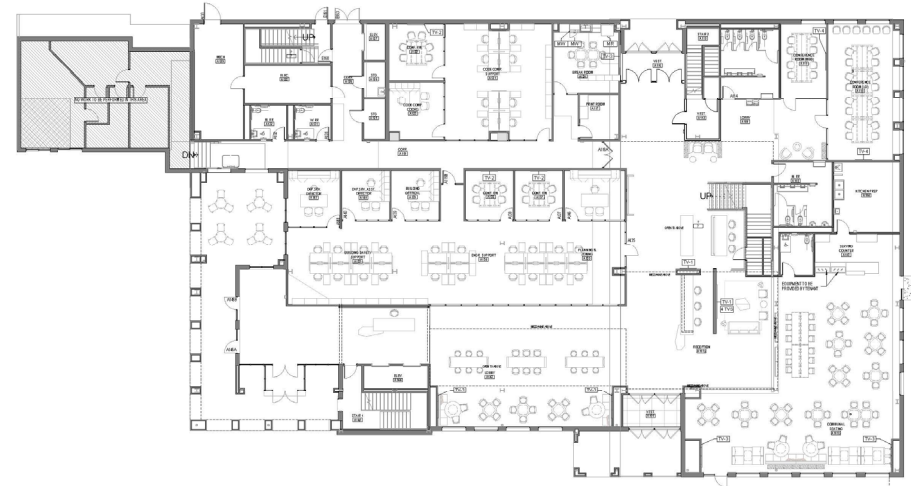
Description: The project generally consists of renovations to 17,629 sq. ft. of City Hall 1st Floor. Renovations include a new mezzanine, deli, offices, assembly areas, and sprinkler system.

Status: Contractor has completed the project.

Next Step: Project close-out is pending.



L1 | MEZZANINE FFE PLAN
10.0.00



A1 | FIRST FLOOR FFE PLAN
10.0.01

City Hall 1st Floor Renovations (1/1)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.
Contractor: D. Wilson Const. Co.
CM: Easton Acquisitions, Inc.
Notice to Proceed: Nov. 1, 2019
Contract Time: 550 + 150 (ETC October, 2021)

Time to Date: 613 (100.49%)

Contract Amount: \$23,165,208.00

Change Orders: -\$55,727.68

Current Contract: \$23,109,480.32

Placed to Date: \$20,178,951.69 (87.32%)

Description: The project generally consists of approximately 72,796 sq. ft. of new aquatic facility with an alternate second level build out of 1,212 sq. ft. Features include a 50-meter competition pool, diving pool, and spectator seating. The project also includes site work, landscaping, and irrigation. The location is at 3001 N. Cage Blvd.

Status: Contractor continues with construction (all trades) within the building envelope footprint, as well as the parking lot footprint (base work and paving will be left until the end). Currently working on the perimeter clay cap.

Next Step: Contractor will remove large equipment from the building and have it enclosed. Work will begin on north side parking lot.



06-10-2021

Aquatic Facility (1/3)



Pharr
Engineering



CONSTRUCTION



06-07-2021

Aquatic Facility (3/3)



Pharr
Engineering



CONSTRUCTION

Engineer: **TEDSI Infrastructure Group, Inc.**

Contractor: **International Consulting Engineers**

CM: **Brownstone Consultants, LLC**

Notice to Proceed: **Sept. 8, 2020**

Contract Time: **545 + 26 (ETC April 02, 2022)**

Time to Date: **301 (52.71%)**

Contract Amount: **\$7,463,934.37**

Change Orders: **\$48,137.23**

Current Contract: **\$7,512,071.60**

Placed to Date: **\$ 1,645,472.00 (21.90%)**

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: Concrete is being poured several times per week for 15-foot and 12-foot lanes. Flexible base is currently being prepared for the super wide load lane. Change Order No. 1 in the amount of \$48,137.23 was approved at the CC Regular Meeting on June 07, 2021.

Next Step: The contractor will continue work on the super wide load lane.



06-22-2021

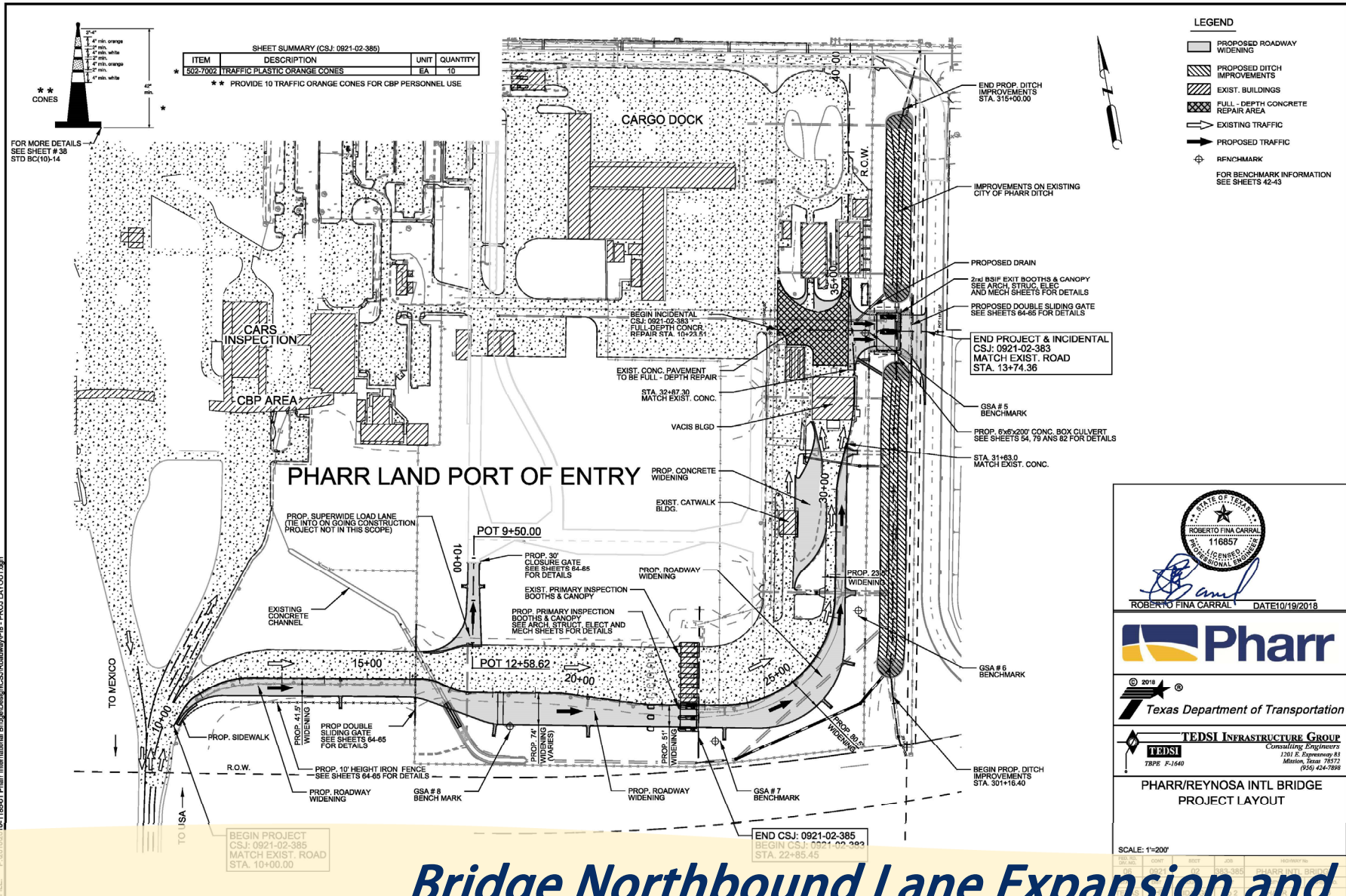
*Bridge Northbound Lane Expansion and
2nd BSIF Exit (1/3)*



Pharr
Engineering



CONSTRUCTION



DATE: 10/19/2018
 FILE: P:\2018\02\03\Pharr International Bridge Design\CSJ\Roadway\PH - PROJ LAYOUT.dgn
 10/13/18 AM



Pharr
 Engineering



**Bridge Northbound Lane Expansion and
 2nd BSIF Exit (2/3)
 CONSTRUCTION**

06-22-2021



*Bridge Northbound Lane Expansion and
2nd BSIF Exit (3/3)*



Pharr
Engineering



CONSTRUCTION

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021
Contract Time: 120 (ETC Aug. 10, 2021)
Time to Date: 85 (18.33%)
Contract Amount: \$1,494,704.00
Change Orders: \$0.00
Current Contract: \$1,494,704.00
Placed to Date: \$213,567.13 (8.03%)
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.
Status: TxDOT UIR Permit was approved on May 17, 2021. No mobilization yet.
Next Step: Contractor to submit schedule, submittals, and start construction.



04-26-2021

Lift Station No. 30 (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: **Dunham Engineering, LLC**
Contractor: **Viking Industrial Painting, LLC**
CM: **City of Pharr**
Notice to Proceed: **March 8, 2021**
Contract Time: **120 (ETC July 5, 2021)**
Time to Date: **120 (100%)**
Contract Amount: **\$477,300.00**
Change Orders: **\$0.00**
Current Contract: **\$477,300.00**
Placed to Date: **\$477,300.00 (100%)**
Description: The project generally consists of **rehabilitating and repainting of a 0.5 MG welded steel pedestal style elevated storage tank located at 506 W. Interstate 2.**
Status: **Project is complete.**
Next Step: **A Final Inspection is scheduled for Tuesday, July 06, 2021, at 11 AM with the TWDB.**



04-23-2021

Exp. 83 Elevated Storage Tank Rehabilitation (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: **Carollo Engineers, Inc.**

Contractor: **Ferguson Service Systems, Inc.**

CM: **Brownstone Consultants, LLC**

Notice to Proceed: **Oct. 19, 2020**

Contract Time: **300 (ETC Aug. 14, 2021)**

Time to Date: **260 (86.67%)**

Contract Amount: **\$1,065,000.00**

Change Orders: **\$0.00**

Current Contract: **\$1,065,000.00**

Placed to Date: **\$207,500.00 (19.48%)**

Description: The project generally consists of constructing a new WWTP digester area motor control center and replacement of the existing digester area MCC. The project is located at 2400 S. Veterans Blvd.
Status: **Contractor installed electrical manholes and continues work on duct bank. Yard lines have been relocated.**
Next Step: **Work on duct bank continues.**



06-10-2021



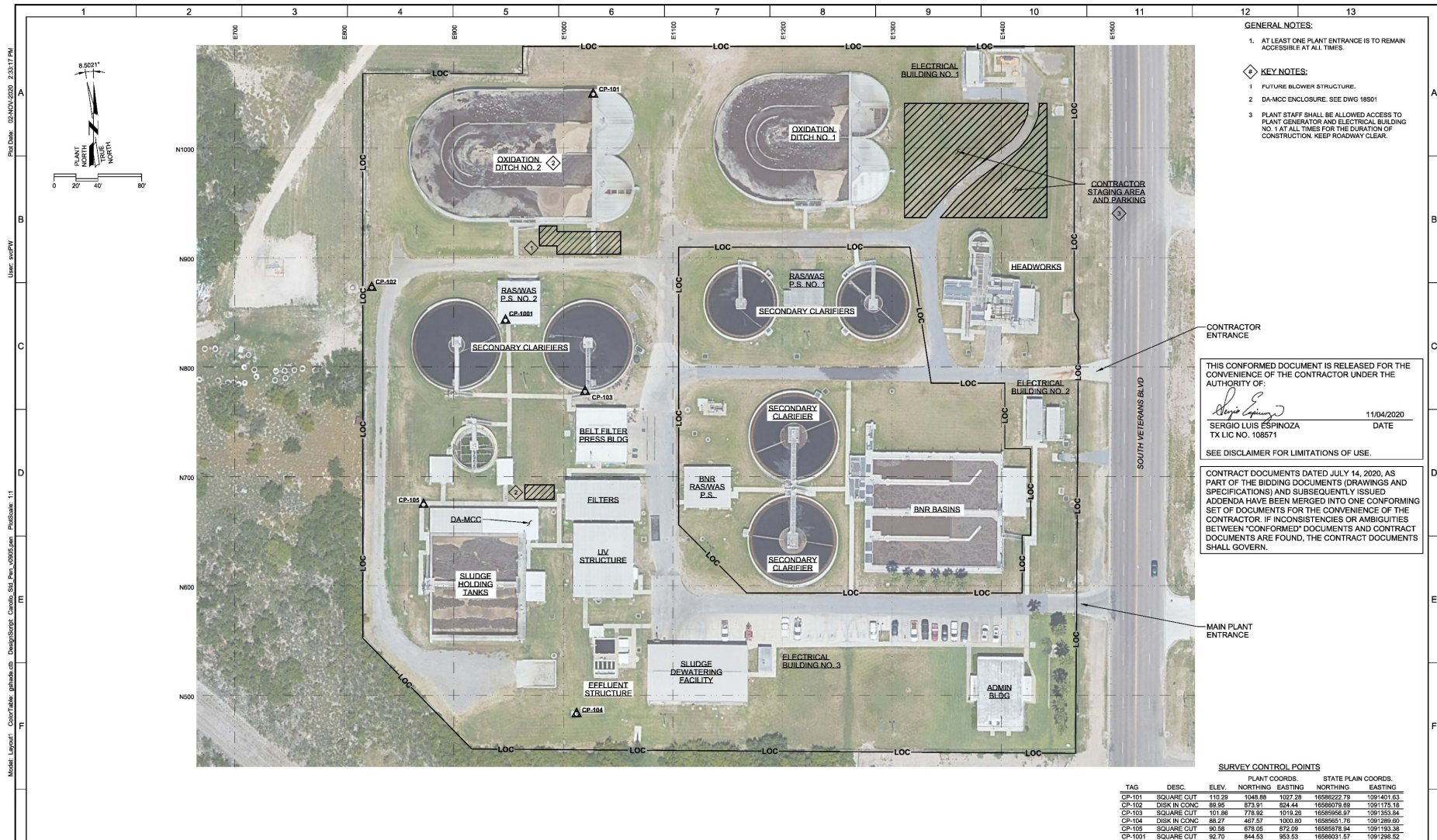
*WWTP Oxidation Ditch No. 2 and
Electrical Improvements Phase I (1/2)*

CONSTRUCTION



Pharr
Engineering





GENERAL NOTES:

1. AT LEAST ONE PLANT ENTRANCE IS TO REMAIN ACCESSIBLE AT ALL TIMES.

KEY NOTES:

1. FUTURE BLOWER STRUCTURE.
2. DA-MCC ENCLOSURE. SEE DWG 18501.
3. PLANT STAFF SHALL BE ALLOWED ACCESS TO PLANT GENERATOR AND ELECTRICAL BUILDING NO. 1 AT ALL TIMES FOR THE DURATION OF CONSTRUCTION. KEEP ROADWAY CLEAR.

THIS CONFORMED DOCUMENT IS RELEASED FOR THE CONVENIENCE OF THE CONTRACTOR UNDER THE AUTHORITY OF:

Sergio Luis Espinoza
 SERGIO LUIS ESPINOZA DATE 11/04/2020
 TX LIC NO. 108571

SEE DISCLAIMER FOR LIMITATIONS OF USE.

CONTRACT DOCUMENTS DATED JULY 14, 2020, AS PART OF THE BIDDING DOCUMENTS (DRAWINGS AND SPECIFICATIONS) AND SUBSEQUENTLY ISSUED ADDENDA HAVE BEEN MERGED INTO ONE CONFORMING SET OF DOCUMENTS FOR THE CONVENIENCE OF THE CONTRACTOR. IF INCONSISTENCIES OR AMBIGUITIES BETWEEN "CONFORMED" DOCUMENTS AND CONTRACT DOCUMENTS ARE FOUND, THE CONTRACT DOCUMENTS SHALL GOVERN.

SURVEY CONTROL POINTS

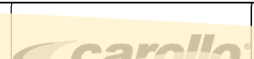
TAG	DESC.	ELEV.	PLANT COORDS.		STATE PLAIN COORDS.	
			NORTHING	EASTING	NORTHING	EASTING
CP-101	SQUARE CUT	110.29	1048.88	1027.28	16585222.79	1091401.63
CP-102	DISK IN CONC	89.95	873.91	624.44	16586079.89	1091175.18
CP-103	SQUARE CUT	101.86	776.92	1019.26	16585956.97	1091353.84
CP-104	DISK IN CONC	88.27	467.57	1000.80	16585851.78	1091286.60
CP-105	SQUARE CUT	90.58	676.05	872.09	16585876.84	1091193.38
CP-1001	SQUARE CUT	92.70	844.83	953.53	16586031.87	1091286.82

CONFORMED DOCUMENTS

REVISIONS

DATE NOVEMBER 2020

ORIGINAL SEALED BY
 LEONARD H. ALLEN, JR.
 07/14/2020
 TX 111033



CITY OF PHARR
 WWTP OXIDATION DITCH NO. 2 & ELECTRICAL
 IMPROVEMENTS PROJECT, PHASE 1

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING

JOB NO. 11398A.10
 DRAWING NO. 00005

WWTP Oxidation Ditch No. 2 and Electrical Improvements Phase I (2/2) CONSTRUCTION



Pharr
 Engineering



Engineer: R. Gutierrez Eng. Corp. / City of Pharr

Contractor: TBD

CM: City of Pharr

Notice to Proceed: TBD

Contract Time: 314 (ETC November 2022)

Time to Date: 0 (0%)

Contract Amount: TBD (EST \$1.8 – 2.8 MIL)

Change Orders: \$0.00

Current Contract: TBD

Placed to Date: \$0 (0%)

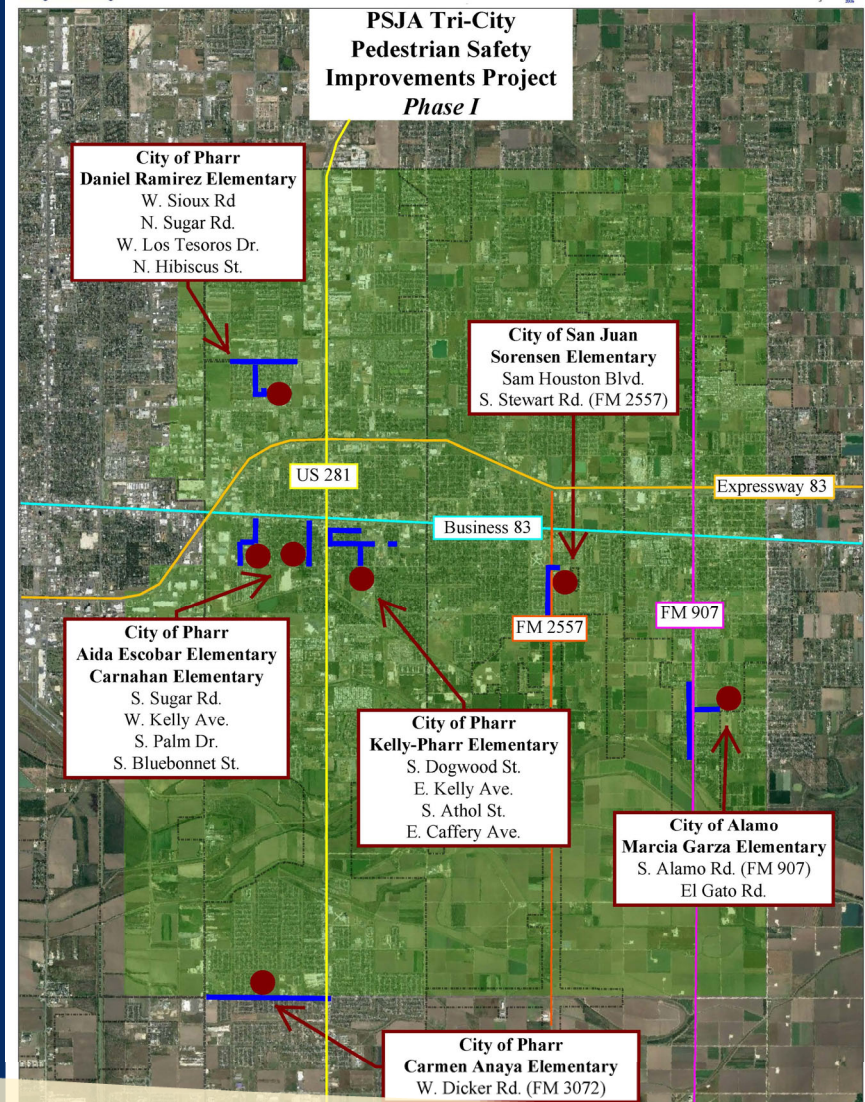
Description: The project generally consists of new sidewalk at seven (7) locations in the Tri-City area. Total length is ~6.5 miles.

Status: Bids were opened on April 26, 2021. Letter of Recommendation for Award for submitted to TxDOT on May 18, 2021.

Next Step: TxDOT's response is expected before end of 90-day bid holding period on July 25, 2021.



Location Map



*PSJA Tri-City Pedestrian Safety
Improvements Phase I (1/1)*
CONSTRUCTION



Pharr
Engineering



Architect: City of Pharr
Contractor: RDH Site & Concrete, LLC
CM: City of Pharr

Notice to Proceed: April 4, 2021

Contract Time: 90 (ETC July 3, 2021)

Time to Date: 93 (103.33%)

Contract Amount: \$616,150.00

Change Orders: \$0.00

Current Contract: \$616,150.00

Placed to Date: \$0.00 (0%)

Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b) 1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.

Status: Contractor has poured concrete at Downtown Parking Lot. Testing of base is complete at Overflow.

Next Step: Parks & Rec. to install irrigation sleeves in Overflow and Downtown Parking Lot.



06-10-2021



06-25-2021

Various Parking Lot Improvements (1/1)



Pharr
Engineering



CONSTRUCTION

Architect: Alvarado Architects & Associates, Inc.

Contractor: FSG

CM: City of Pharr

Notice to Proceed: July 26, 2021

Contract Time: TBD (120 max.)

Time to Date: 0 (0%)

Contract Amount: TBD (EST \$250,000)

Change Orders: \$0.00

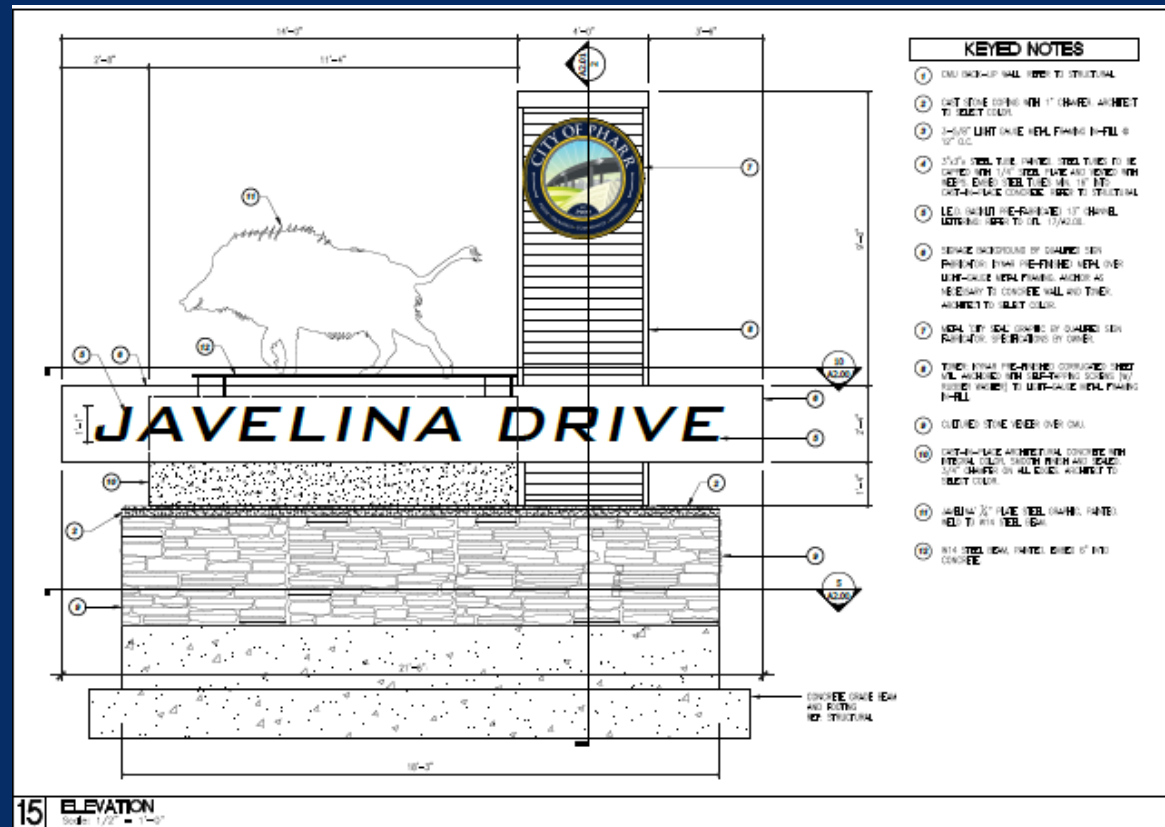
Current Contract: TBD

Placed to Date: \$0 (0%)

Description: The project generally consists of new monument signs at two corners of S. Cage Blvd. and Javelina Dr.

Status: Bids were opened on June 08, 2021. Contracts are being prepared and will be released to Contractor.

Next Step: Execute contracts.



Javelina Drive Monument Signs(1/1)



CONSTRUCTION



DEPARTMENT MISSION STATEMENT

"To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services."



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 26, 2021

MEETING DATE: August 2, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending O-2016-34 and adopting the Development and Maintenance Codes 2017 and 2018. ***(3rd and Final Reading)***

Classification: Regular

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

Issue: Development Services is updating the current Development and Maintenance Code ordinance to be in compliance with ISO's Building Code Effectiveness Grading Schedule.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Imelda Barrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 7/26/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/30/2021

ORDINANCE NO: O-2021-_____

AN ORDINANCE AMENDING ORDINANCE NO. O-2016-34 AND ADOPTING THE DEVELOPMENT AND MAINTENANCE CODES 2017, AND 2018; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

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

Section 1: City of Pharr Development and Maintenance Codes adopted:

- 2018 International Building Code, excluding E, L, M
- 2018 International Energy Conservation Code, excluding appendices RA and RB
- 2017 National Electrical Code
- 2018 International Residential Code to include Appendices A through Q, excluding L and I
- 2018 International Plumbing Code, excluding A
- 2018 International Swimming Pool and Spa Code
- 2018 International Fuel Gas Code
- 2018 International Existing Building Code
- 2018 International Property Maintenance Code
- 2018 International Fire Code

Section 2: Addendums

A. Schedule of Permit Fees Total Valuation

\$1,000.00 and less

Fees

No Fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged, re-inspections included.

\$1,000.00 to \$50,000.00

\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00.

\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00.

\$100,000.00 to \$500,000.00	\$460.00 for the first \$500,000.00 plus \$3.00 for each additional thousand or fraction thereof to and including \$500,000.00.
\$500,000.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.
	Plan checking fee for commercial buildings shall be equal to one-half of the building permit fee. The plan checking fee is in addition to the building permit fee.

B. Moving Permits (Manufactured Homes Excluded)

- 1) A new wood frame house (driveway included): \$100.00.
 - a) A building code compliance report must be submitted to this department prior to moving the house. The inspections for the house must have been made by the jurisdiction having authority where the house was built or by a certified building inspector.
 - b) The seller or buyer must submit to the Development Services Department a site plan showing the house setbacks and location of the driveway.
 - c) The house mover must be licensed and bonded with the City of Pharr. With the approval of the house mover, the seller or buyer may obtain the moving permit.

- 2) A used house older than five (5) years (driveway included): \$100.00.
 - a) The house must comply with the 2018 International Residential Code.
 - b) The building official or his deputy must conduct a visual inspection of the house prior to it being moved.
 - c) A \$100.00 inspection fee, in addition to the moving permit, shall be paid by the seller or buyer before the moving permit is issued.
 - d) If the application for the moving permit is approved, the seller or buyer must submit to this department a site plan showing the house setbacks and location of the driveway.
 - e) The house mover must be licensed and bonded with the City of Pharr. With the approval of the house mover, the seller or buyer may obtain the moving permit.
 - f) \$0.50 per mile of travel round trip from Pharr City Hall (non- refundable), if outside city limits.

C) Demolition Permits

- 1) \$50.00 for a building of 500 sq. ft. or less + .10¢ per sq. ft. after 500 sq. ft.

D) Inspections' Certificate of Occupancy

- 1) It shall be illegal to occupy a house or building without a certificate of occupancy issued by the City of Pharr.
 - a) The construction of the house must be finished completely.
 - b) All-weather surface parking must be provided.
 - c) All utilities must be connected, (water, electricity and sewer drain)
 - d) All landscaping must meet ordinance requirements.

E) Manufactured Homes

- 1) [New manufactured homes] A \$50.00 placement fee (driveway included) shall be charged for the placement of a new manufactured home in a legally recorded subdivision for manufactured homes.
 - a) Prior to moving the home, the seller or buyer must submit to this department a manufactured home application and obtain the City of Pharr Planning Divisions approval.
- 2) [Used manufactured homes] A \$50.00 placement fee (driveway included) shall be charged for the placement of a used manufactured home in a legally recorded subdivision for manufactured homes.
 - a) The building official or his deputy must conduct a visual inspection of the manufactured home prior to it being moved.
 - b) A \$100.00 inspection fee shall be paid by the seller or buyer before the placement fee permit is issued. \$0.50 per mile of travel round trip from City Hall (non-refundable), if outside city limits.
 - c) If the manufactured home is in good condition and it complies with all applicable codes, the seller or buyer must submit to this department a manufactured home application. Prior to moving the home, the seller or buyer must obtain the City of Pharr Planning Divisions approval.

F) Valuations

- 1) The City of Pharr will determine the valuations of a building or an alteration by the use of "Valuation Data" as attached (see exhibit 1).

G) Contractors Responsibilities

It shall be the duty of every contractor or builder who makes contracts for the construction or repairs of buildings or structures for which a permit is required to submit to the Building Safety Division a License & Permit Bond in the amount of five-thousand dollars (\$5,000.00) or a one hundred thousand dollars (\$100,000.00) General Liability Insurance and pay license fee of fifty dollars (\$50.00) annually. The term of such license shall be twelve (12) months after the license was issued. Said license may be revoked by the

Development Services Director upon complaint from the Building Official for violation of said code. The contractor may appeal such ruling before the Board of Adjustments and Appeals by filing a written application for appeal, stating the grounds therefore within seven (7) days from the time of such revocation. The contractor shall be ineligible to apply for a new license after such revocation for a period of six months.

A contractor or builder shall be identified as a person who makes contract for construction purposes and makes his/her livelihood in the construction business.

- 1) All house movers shall furnish a good and sufficient bond in the sum of five thousand dollars (\$5,000.00) to be approved by the building official, conditioned upon compliance with all building regulation and related ordinances of the City of Pharr and laws of the State of Texas and the United States.
- 2) The contractor/builder or house mover shall be responsible for code compliance and for any damages caused to City property.
- 3) The building contractor shall maintain the construction site clean of all debris. Building inspections will not be conducted until the construction debris is removed. A dumpster or a fenced area for debris is required at the construction site. A fifty dollar (\$50.00) re-inspection fee must be paid by the building contractor if an inspection was denied because of construction debris.

H) Schedule of Permit Fees Mechanical (mechanical work, other than gas piping systems)

- 1) For issuing each permit ten dollars (\$10.00).
- 2) Fee for inspecting heating, ventilating, duct work, air-conditioning, exhaust, venting, combustion air, pressure vessel, solar, fuel oil and refrigeration systems and appliance installations shall be:

Fees

1 - 2	\$20.00 for the first ton plus \$20.00 for the additional ton. A fraction of a ton is \$10.00.
2 - 4	\$40.00 for the first 2 tons plus \$10.00 for each additional ton. A fraction of a ton is \$5.00.
4 -10	\$60.00 for the first 4 tons plus \$5.00 for each additional ton. A fraction of a ton is \$2.50.
More than 10	\$90.00forthe first 10tons plus\$2.00foreach additional ton or fraction thereof.

Note: 400 square feet of air conditioned area = 1 ton air conditioning = 12,000 BTU 3412 BTU= 1 KWH

- 3) Fee for inspecting repairs, alterations and additions to an existing system or for re-inspections shall be \$10.00.
- 4) Fee for inspecting boilers \$30.00.
For S 1: 1 British Thermal Unit= 0.2931W, 1 BHP= 33,475 BTU/hr.

- 5) Fee for temporary operation of a heating, ventilating, refrigeration, or air-conditioning system or portion thereof \$20.00.

TYPE OF CONSTRUCTION	EXHIBIT 1				
	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
Apartment (R)	\$37.00	\$35.00	\$33.00	\$33.00	\$32.00
Automobile Parking					
Structure (S)	\$26.00	\$24.00	\$21.00	\$21.00	\$21.00
Church (A)	\$43.00	\$40.00	\$36.00	\$35.00	\$35.00
Convalescent (I)	\$51.00	\$48.00	\$43.00	\$43.00	\$41.00
Dwelling (R)	\$41.00	\$40.00	\$37.00	\$36.00	\$34.00
Educational (E)	\$42.00	\$40.00	\$36.00	\$36.00	\$36.00
Factory-Industrial	\$26.00	\$24.00	\$20.00	\$20.00	\$20.00
Hazardous (H)	\$22.00	\$20.00	\$18.00	\$18.00	\$18.00
Hospital (I)	\$73.00	\$70.00	\$68.00	\$68.00	\$64.00
Hotel (R)	\$41.00	\$39.00	\$35.00	\$34.00	\$33.00
Office	\$44.00	\$41.00	\$37.00	\$33.00	\$32.00
Private Garage and/or Shed (S)	\$20.00	\$18.00	\$16.00	\$16.00	\$16.00
Public Garage (S)	\$26.00	\$24.00	\$21.00	\$19.00	\$19.00
Restaurant (A or B)	\$44.00	\$43.00	\$39.00	\$37.00	\$37.00
Retail Store (M)	\$35.00	\$32.00	\$28.00	\$27.00	\$26.00
Service Station (B)	\$41.00	\$39.00	\$35.00	\$35.00	\$34.00
Theater (A)	\$48.00	\$46.00	\$37.00	\$36.00	\$36.00
Warehouse (S)	\$21.00	\$19.00	\$17.00	\$17.00	\$17.00
Carport	NP	NP	NP	\$7.00	\$6.00

Patio	NP	NP	NP	\$8.00	\$8.00
Screened Patios	NP	NP	NP	\$19.00	\$19.00

A deduction of \$1,400.00 shall be made to structures that are not air conditioned with the exception of storage and factory occupancies.

- 6) In all buildings, except 1 & 2 family dwellings, where self-contained air-conditioning units less than 2 tons are to be installed, the fee charged shall be that of the total tonnage combined (refer to Section 2, sub-section A-2).

Section 3: Repealing Clause

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

Section 4: Severability Clause

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

Section 5: Penalty

Anyone who violates this ordinance shall upon conviction thereof be fined in any amount not less than one and no/100 (\$1.00) dollar nor more than one thousand dollars (\$1,000). Each day that the violation continues to exist is a separate offense.

Section 6: Publication, Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be in force on January 1, 2022 following such publication in the official newspaper.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

2018 Significant Changes from the 2012 IBC

For:
City of Pharr, TX



1

International Building Code

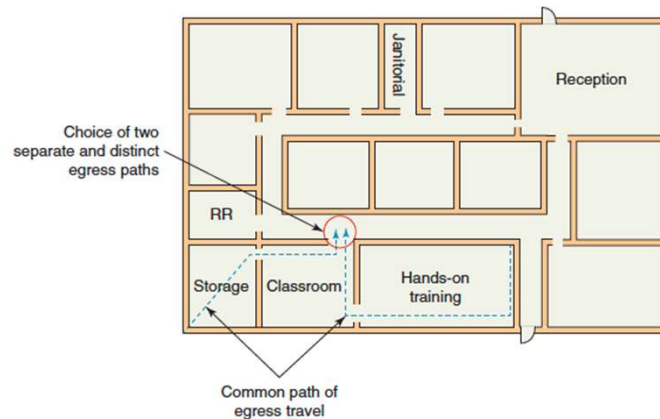


2

1017.3, 202 Measurement of Egress Travel

2018

- Additional language clarifies that the common path of egress travel limitations must be applied to each room or space on every story.



3

1607.12.5 Photovoltaic Panel Systems

2015

- Design requirements for roof structures supporting photovoltaic (PV) solar panels and modules have been added to Section 1607.



4

1705.12.6 Fire Sprinkler Clearance

2018

- Section 1705.12.6 adds a provision for special inspection of minimum clearance of fire sprinkler components to mechanical, electrical and plumbing systems.



5

2304.10.6 Load Path

2015

- The minimum required thickness of steel straps used to splice discontinuous framing members has been modified to be consistent with the standard thickness established in the new AISI Product Data Standard, S201.



6

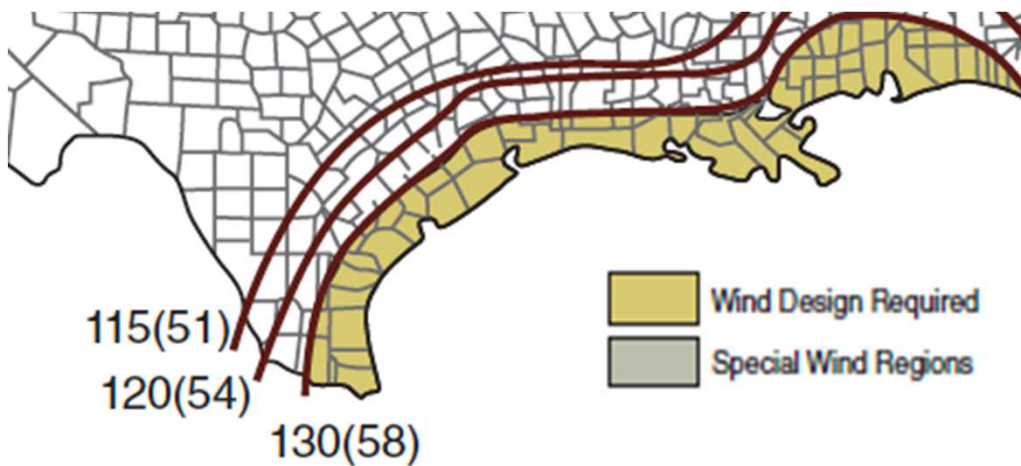
International Residential Code



7

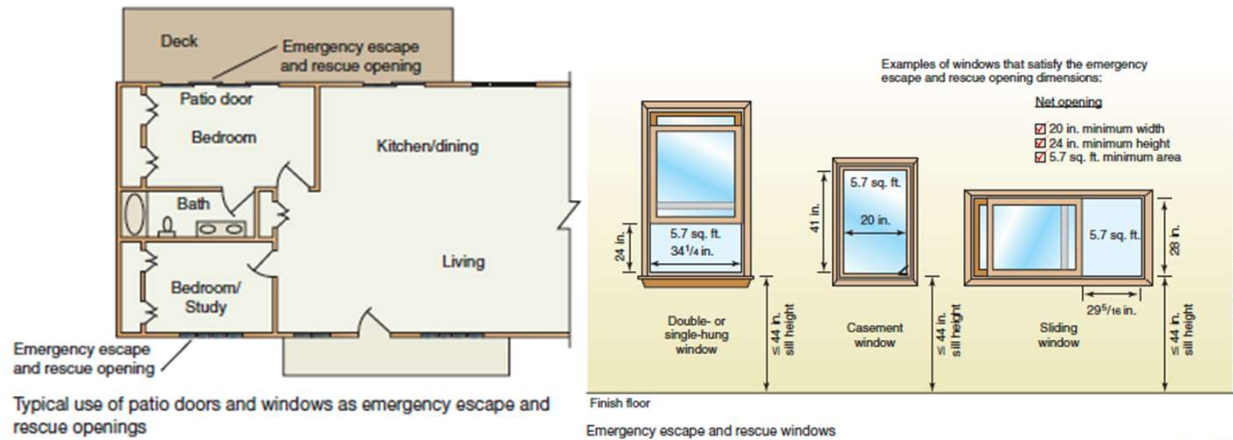
R301.2 Wind Design Criteria

2015



8

2015 R310 Emergency Escape and Rescue Openings



9

International Mechanical Code

10

Table 403.3.1.1 Manicure & Pedicure Station 2015 Exhaust Rate

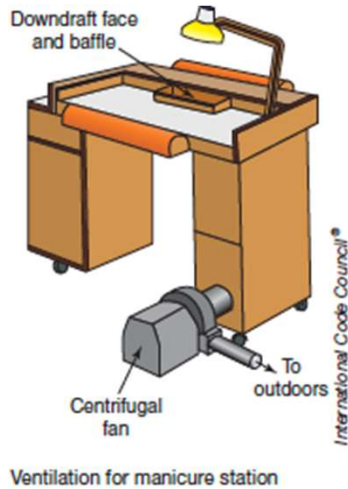


TABLE 403.3.1.1 Minimum Ventilation Rates

Occupancy Classification	Occupant Density #/1000 Ft ² ^a	People Outdoor Airflow Rate in Breathing Zone, R _p Cfm/Person	Area Outdoor Airflow Rate in Breathing Zone, R ^a Cfm/Ft ² ^a	Exhaust Airflow Rate Cfm/Ft ² ^a
Specialty shops				
Nail salons ^{b, h}	25	20	0.12	0.6

- h. For nail salons, each ~~nail~~ manicure and pedicure station shall be provided with a source capture system capable of exhausting not less than 50 cfm per station. Exhaust inlets shall be located in accordance with Section 502.20. Where one or more required source capture systems operate continuously during occupancy, the exhaust rate from such systems shall be permitted to be applied to the exhaust flow rate required by Table 403.3.1.1 for the nail salon.



11

504.4 Sealing of Clothes Dryer Exhaust Ducts 2018

- The code now speaks to the sealing of clothes dryer exhaust ducts.



Joints in dryer exhaust duct must be sealed.



12

504.5, 504.8.4.3 Dryer Exhaust Duct Power Ventilators 2015

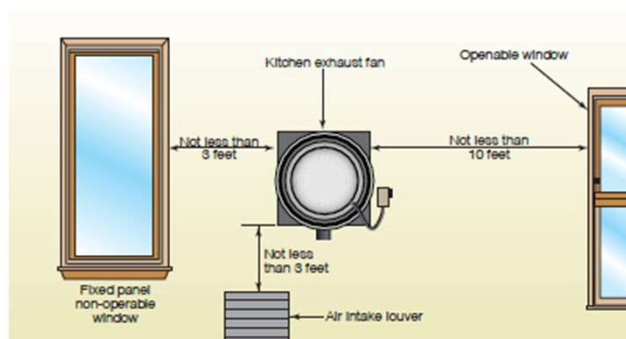
- New text recognizes the use of dryer exhaust duct power ventilators (DEDPVs) for installations that exceed the allowable exhaust duct length for clothes dryers.



13

506.3.13 Type I Hood Exhaust Termination 2018

- The intent was clarified regarding clearance to openings to prevent other requirements from being overlooked.



Clearances to openings for Type I exhaust duct terminations



14

International Plumbing Code



15

308.10 Thermal Expansion Tank Support

2018

- A thermal expansion tank cannot be supported by the piping connected to the tank.



One method of independent tank support



Unsupported thermal expansion tank



16

504.6 Temperature & Pressure Relief Discharge 2015 Piping

- The temperature and pressure relief valve discharge pipe termination must have an air gap suitable to protect the potable water supply distribution system of the building.



T and P discharge to the floor



17

International Fire Code



18

2015

611 Hyperbaric Facilities

- A new Section 611 on hyperbaric facilities has been added to the IFC.
- According to the provisions of this section, these facilities shall be inspected, tested and maintained in accordance with NFPA 99.
- Records shall be kept and made available to the fire code official.



19

2018

903.3.1.2.3 Protection of Attics in Group R Occupancies

- Sprinkler protection of acceptable alternative methods for the protection of attics are now addressed for mid-rise buildings housing multifamily occupancies and equipped with an NFPA 13R sprinkler system.



20

2303.2.1 Height of Emergency Disconnect Switch

2018

- This new section provides specific height limitations for emergency disconnect switches for fuel dispensing operations.



The emergency disconnect switch must be in a location that is provided with ready access.



21

International Fuel Gas Code

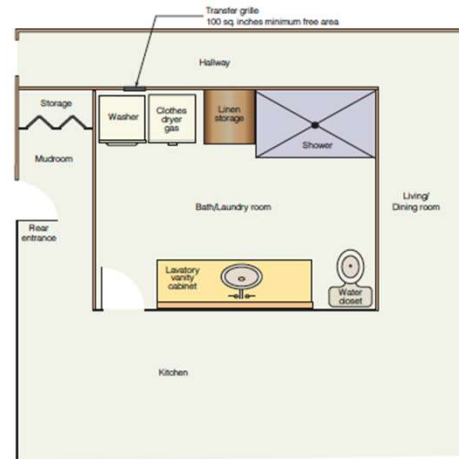


22

2018

303.3 Gas-Fired Clothes Dryer in Bathrooms

- A new option was added to allow a gas-fired clothes dryer to be installed in a toilet room or bathroom.



A gas clothes dryer is permitted in a bathroom where a permanent opening is installed for ventilation/makeup air.

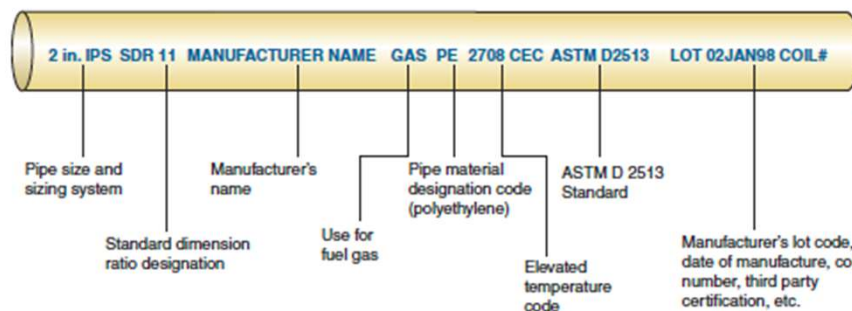


23

2015

403.6 Plastic Pipe, Tubing and Fittings

- PVC and CPVC pipe are expressly prohibited materials for supplying fuel gas.



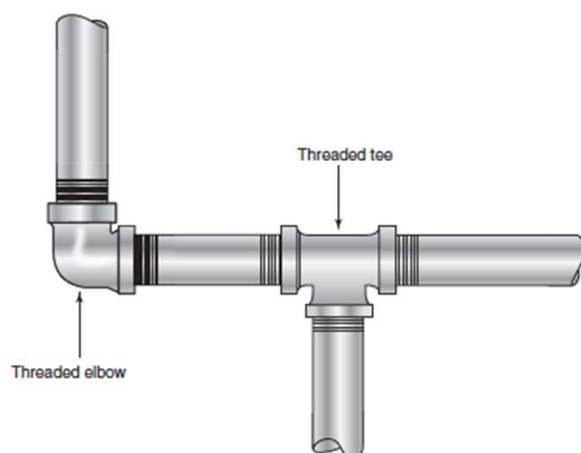
Approved polyethylene gas piping with markings in accordance with the code and ASTM D 2513



24

404.5 Fittings in Concealed Locations

2015



Threaded elbows, tees and couplings for Schedule 40 steel gas piping are permitted in concealed locations.

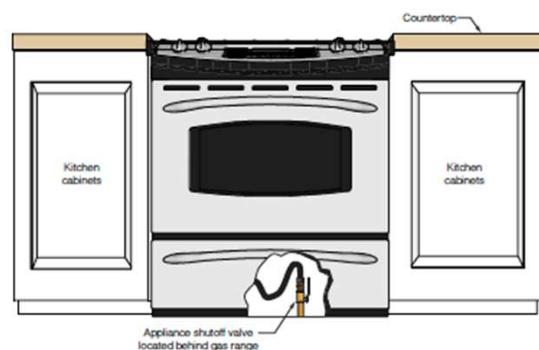


25

409.5.1 Access to Shutoff Valves for Movable Appliances

2018

- For shutoff valves installed behind movable appliances, the required access is provided by moving the appliance.



Shutoff valves behind movable appliances are considered as meeting the requirement for access.



26

Thank You For Your Time





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: July 26, 2021

MEETING DATE: August 2, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-17 relating to the number of authorized civil service positions within the Fire and Police Departments. **(2nd Reading)**

Classification: Regular

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

Issue: Reclassification between the rank of Firefighter and Engineer necessary to accommodate addition to fleet.

Fiscal Consideration: The difference between Firefighter pay \$40,700 and Engineer pay \$44,700 (x3) for a total of \$12,000.00

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/26/2021
Approved - 7/30/2021
Approved - 7/30/2021
Approved - 7/30/2021
Final Approval - 7/30/2021

ORDINANCE NO. O-2021-_____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2021-17 OF THE
CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

**BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF
PHARR, TEXAS AS FOLLOWS:**

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	112	0	112
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	0	2
Assistant Chief	1	0	1
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	45	-3	42
Engineer	19	3	22
Lieutenant/Asst. Fire Marshal	14	0	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

- 3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

PASSED AND APPROVED ON THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED:

MEETING DATE: August 2, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Gilberto Espino has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 0.5 acres, out of the south 5 acres, more or less, out of Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. **COZ#210637**

Classification: Regular

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

Issue: Gilberto Espino has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C).

Fiscal Consideration: n/a

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

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/30/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: August 02, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#210637

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: June 25, 2021

1. Applicant: Gilberto Espino, owner
2. Requested Action: Re-zoning request from Agricultural and/or Open Space District (A-O) to General Business District (C).
3. Nature / Intent of Request: In order to develop and construct a commercial plaza.
4. Routing to Staff:

A. Roy Rodriguez, Assistant Director	<u>RR</u> Initials	<u>7-27-2021</u> Date	☒ Approval ☐ Denial
B. Planning Staff Recommendations	<u>AR</u> Initials	<u>7/27/21</u> Date	☒ Approval ☐ Denial
C. Planning and Zoning Commission	_____ Initials	<u>07/26/2021</u> Date	☒ Approval ☐ Denial
D. City Attorney	_____ Initials	_____ Date	☐ Approval ☐ Denial
E. City Manager	_____ Initials	_____ Date	☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 02, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 0.5 acres, out of the south 5 acres, more or less, out of Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd.

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:

Gilberto Espino has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to develop and construct a commercial plaza.

The subject site is located on the west side of South Cage Boulevard and has a physical address of 2816 South Cage Boulevard. The property is legally described as being 0.5 acres, out of the south 5 acres, more or less, out of Lot 236, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned Agricultural and/or Open Space District (A-O). The property and the property to the north, south and west were zoned to Agricultural and/or Open Space District (A-O) when the property was annexed to the City of Pharr on May 4, 1976. The property to the north was rezoned to General Business District (C) on December 4, 2007. The properties to the east were rezoned to Planned Unit Development (PUD) on December 21, 1982. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Commercial use in the Land Use Plan.

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

Eight (8) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received one (1) telephone call for information only and one (1) telephone call in support of the item.

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

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

CITY COMMISSION OPTIONS:

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



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Gilberto Espino, owner

APPLICANT

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

CURRENT ZONE

2816 South Cage Boulevard

ADDRESS

General Business District (C)

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress, and is in line with the future land use plan.

If approved, the owner must comply with all City Ordinances and City Department requirements.

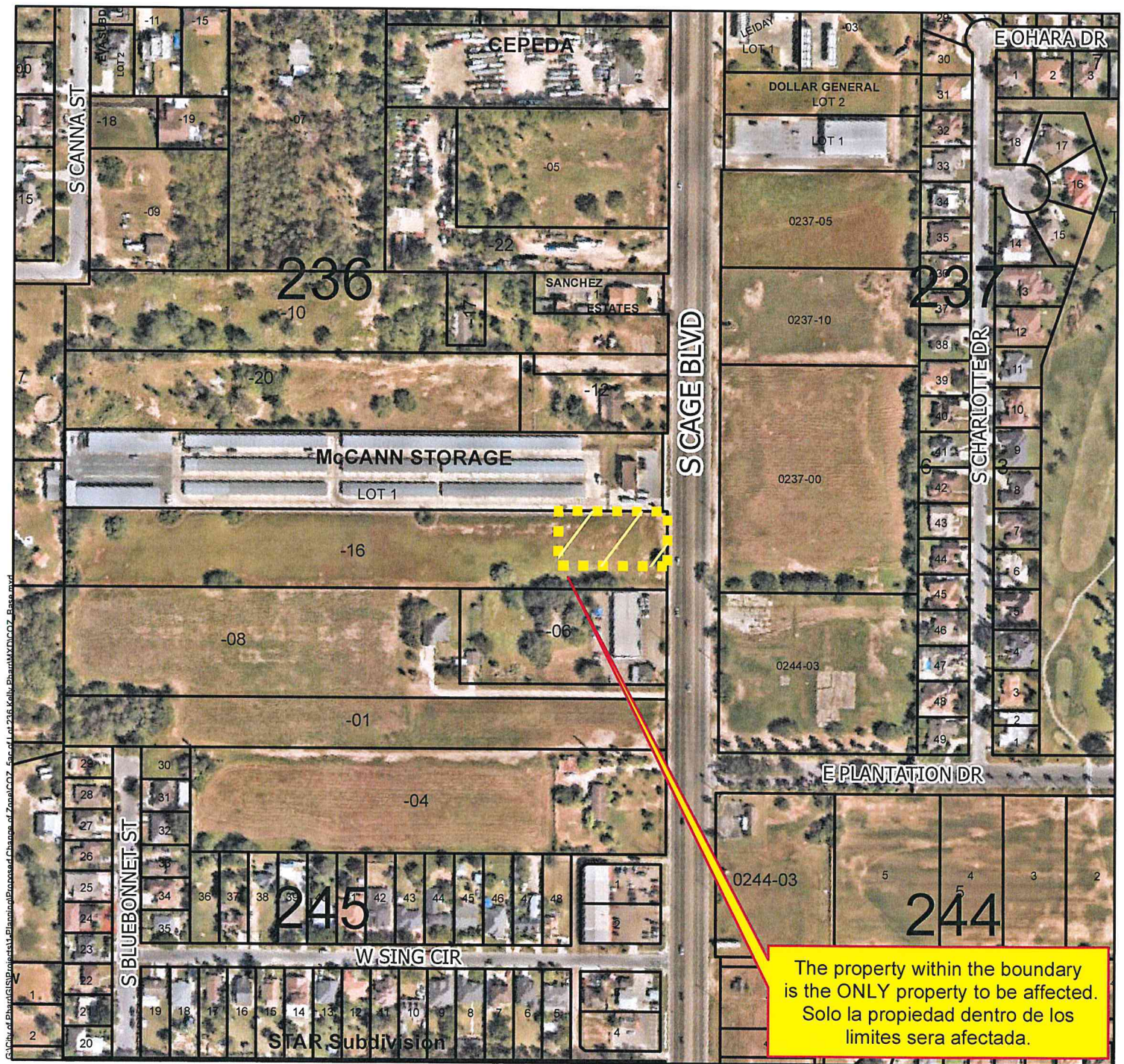
Anaisa Licerio

PREPARED BY

July 20, 2021

DATE

Proposed Change of Zone
 .5ac out of Lot 236 Kelly Pharr Subdivision
 Espino Construction LLC/ Gilberto Espino

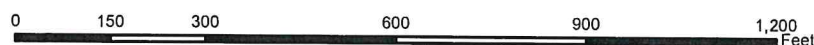


The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

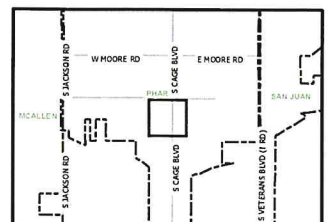
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 300 feet

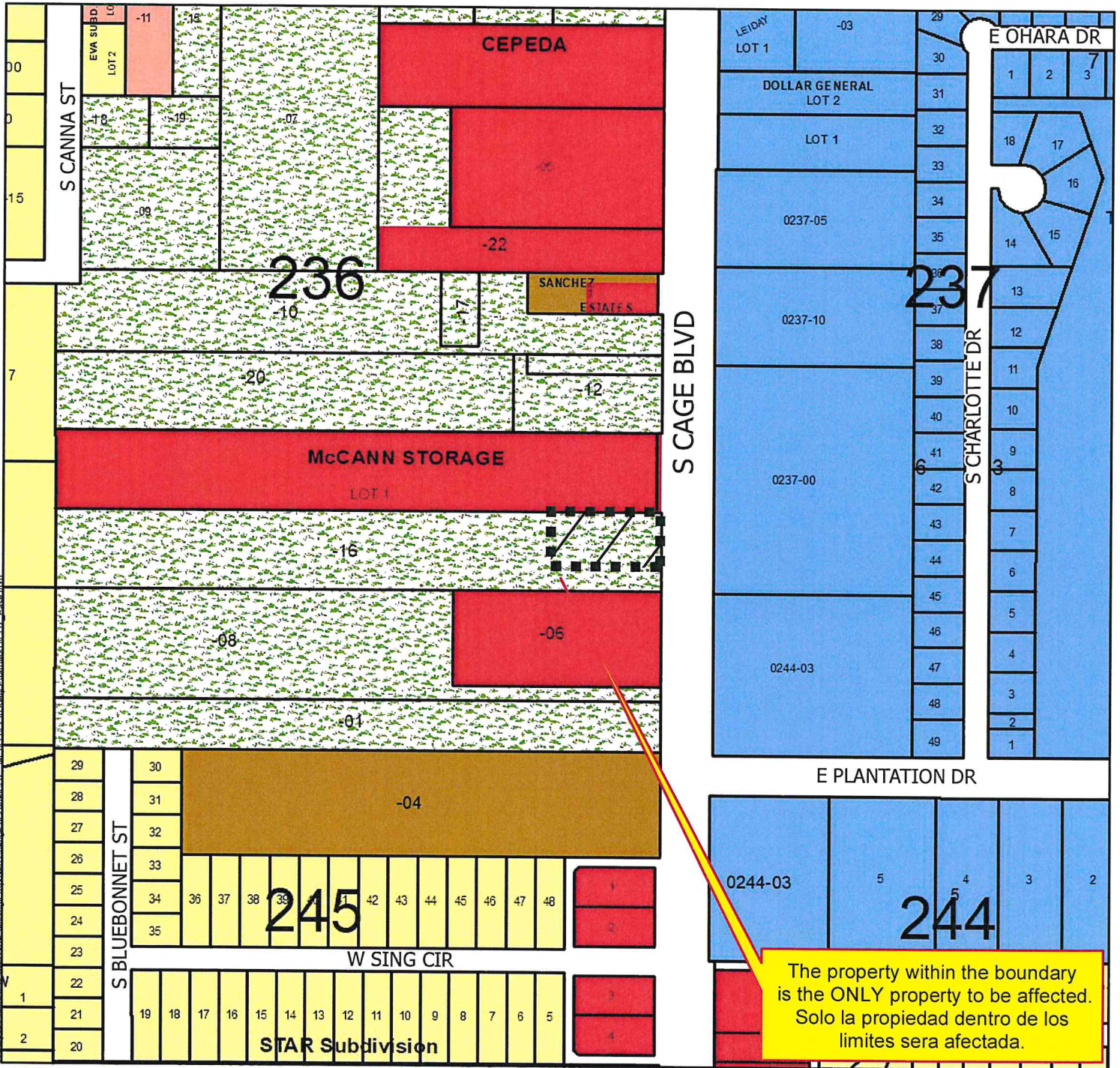
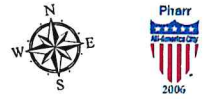


All information displayed on this map is subject
 to verification by field survey or by the agency
 responsible for maintaining the information.
 This map is intended for general information only.



Date: 6/28/2021

Proposed Change of Zone
 .5ac out of Lot 236 Kelly Pharr Subdivision
 Espino Construction LLC/ Gilberto Espino



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

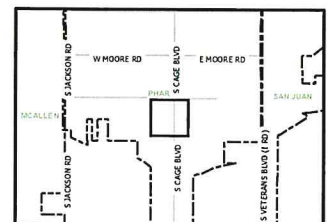
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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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

Scale: 1 inch = 300 feet



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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Gilberto Espino 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 Residential Multi-Family District (R-MF). The property is legally described as being 4.19 acres, out of the south 5 acres, more or less, out of Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. **COZ#210638**

Classification: Regular

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

Issue: Gilberto Espino 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 Residential Multi-Family District (R-MF). **COZ#210638**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) 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 Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 7/28/2021

Approved - 7/28/2021

Approved - 7/28/2021

Final Approval - 7/30/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: August 02, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#210638
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: June 25, 2021

1. Applicant: Gilberto Espino, owner
2. Requested Action: Re-zoning request from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF).
3. Nature / Intent of Request: In order to develop and construct duplexes.

4. Routing to Staff:

A. Roy Rodriguez, Assistant Director	<u>RR</u> Initials	<u>7/27/21</u> Date	☒ Approval ☐ Denial
B. Planning Staff Recommendations	<u>AR</u> Initials	<u>7/27/21</u> Date	☒ Approval ☐ Denial
C. Planning and Zoning Commission	<u> </u> Initials	<u>07/26/2021</u> Date	☒ Approval ☐ Denial
D. City Attorney	<u> </u> Initials	<u> </u> Date	☐ Approval ☐ Denial
E. City Manager	<u> </u> Initials	<u> </u> Date	☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, AUGUST 02, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF). The property is legally described as being 4.19 acres, out of the south 5 acres, more or less, out of Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd.

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:

Gilberto Espino 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 Residential Multi-Family District (R-MF) in order to develop and construct duplexes.

The subject site which is located on the west side of South Cage Boulevard and has a physical address of 2816 South Cage Boulevard. The property is legally described as being 4.19 acres, out of, the south 5 acres, more or less, out of, Lot 236 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned Agricultural and/or Open Space District (A-O). A portion of the property and the properties to the north, east and south were zoned to Agricultural and/or Open Space District (A-O) when the property was annexed to the City of Pharr on May 4, 1976. A portion of the property and the property to the north and south were zoned to Agricultural and/or Open Space District (A-O) when the property was annexed to the City of Pharr on June 7, 1983. The property to the west was zoned to Agricultural and/or Open Space District (A-O) when the property was annexed to the City of Pharr on November 11, 1994. Later, the property to the west was rezoned to Single Family Residential District (R-1) on February 21, 1995 and the property to the north was rezoned to General Business District (C) on December 4, 2007. The properties to the east were rezoned to Planned Unit Development (PUD) on December 21, 1982. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Single Family Residential use in the Land Use Plan.

The Residential Multi-Family District (R-MF) is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Eleven (11) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received one (1) telephone call for information only and one (1) telephone call in support of the item.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) 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 Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) 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

Gilberto Espino, owner
APPLICANT

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

2816 South Cage Boulevard
ADDRESS

Residential Multi-Family District (R-MF)

	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

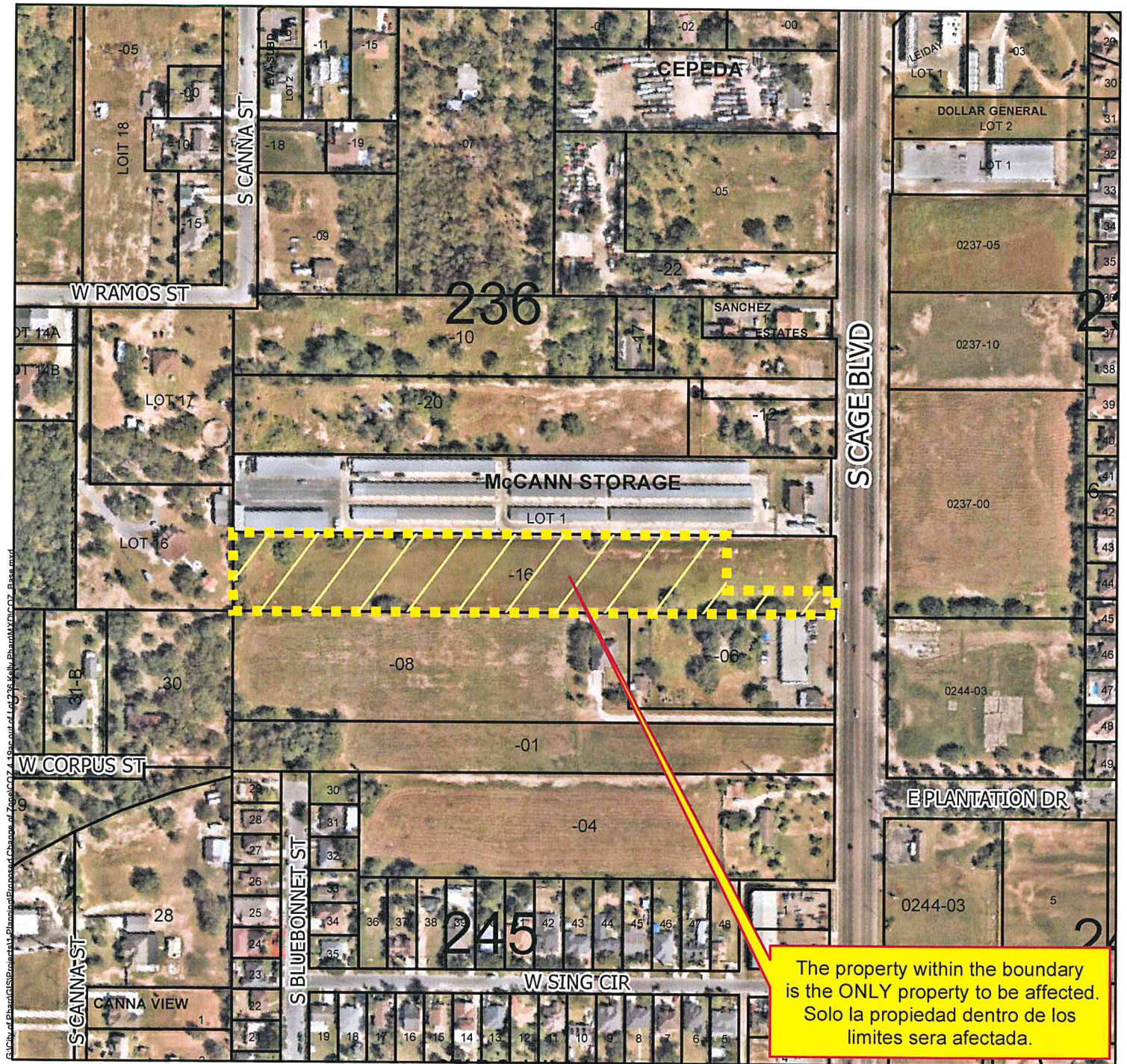
The property meets area requirements and has adequate ingress and egress.

If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio
PREPARED BY

July 20, 2021
DATE

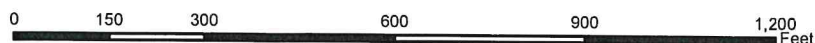
Proposed Change of Zone
4.19ac out of Lot 236 Kelly Pharr Subdivision
Espino Construction LLC/ Gilberto Espino



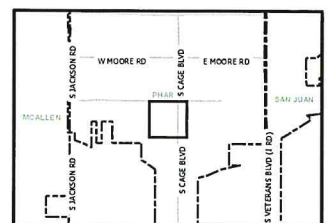
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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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

Scale: 1 inch = 300 feet

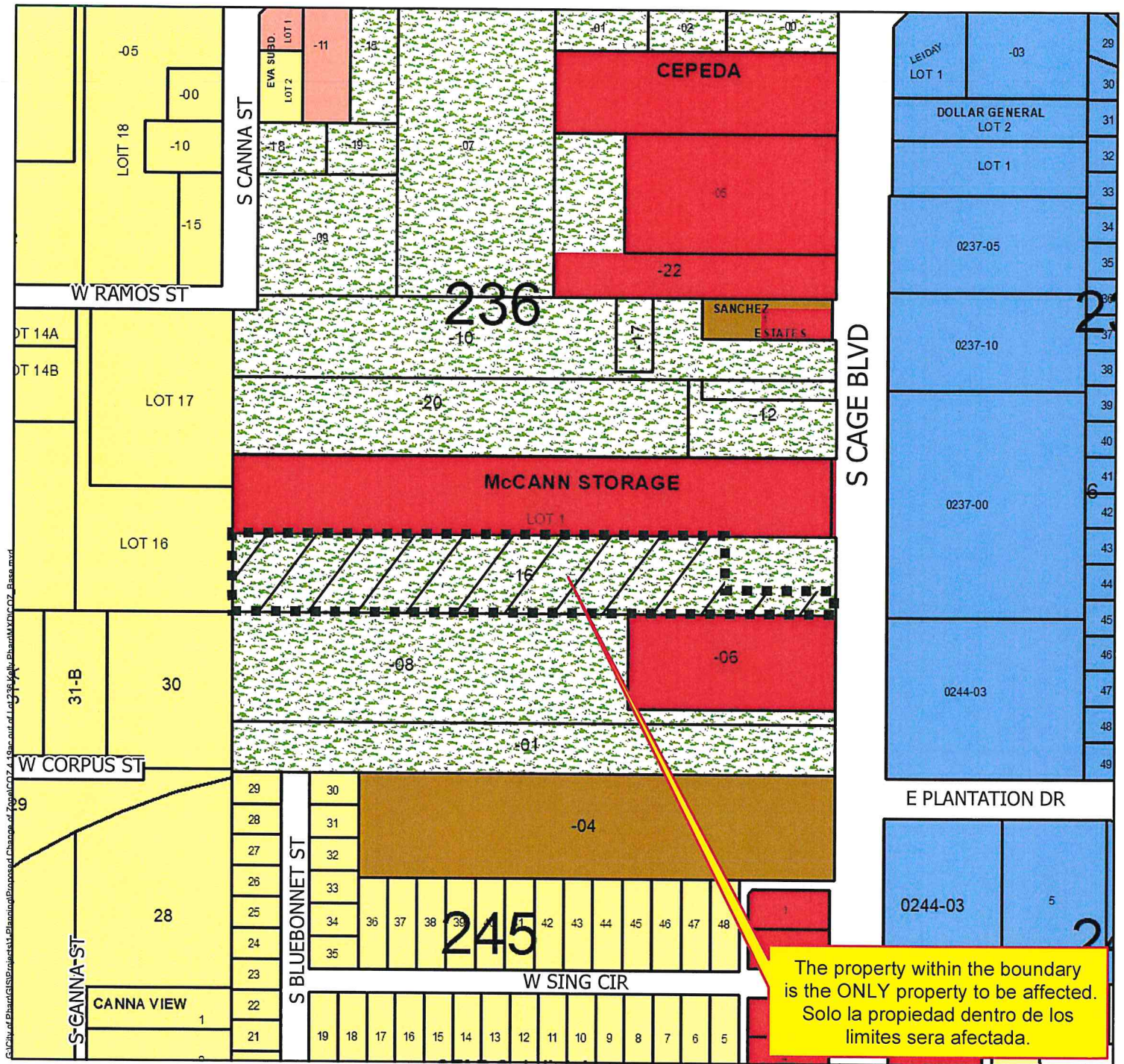


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Date: 6/28/2021

Proposed Change of Zone
4.19ac out of Lot 236 Kelly Pharr Subdivision
Espino Construction LLC/ Gilberto Espino



G:\City of Pharr\GIS\Projects\4.19ac out of Lot 236\4.19ac out of Lot 236\Map\Map02_Base.mxd

- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
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| Residential Multi-Family | Business District | Hidalgo ISD |
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| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

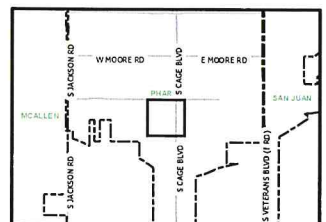
City of Pharr, Texas
Engineering Department
956.402.4242

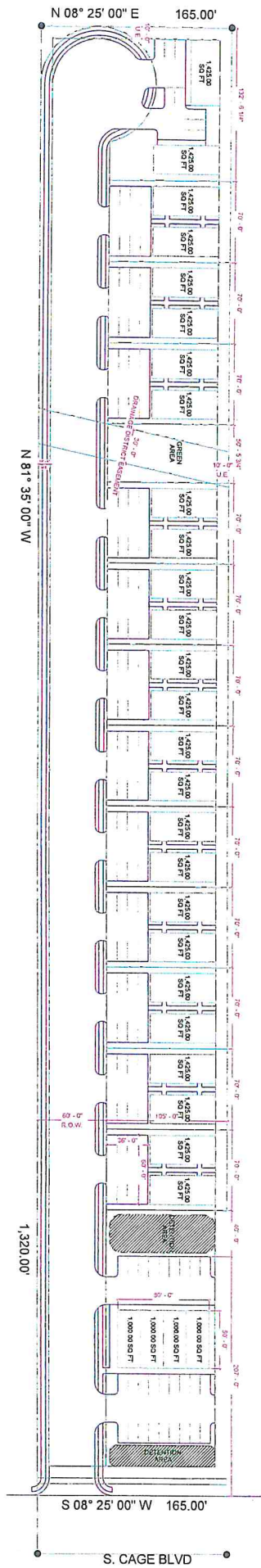
Date: 6/28/2021

Scale: 1 inch = 300 feet



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S 81° 35' 00" E

1,320.00'

S 08° 25' 00" W 165.00'

S. CAGE BLVD



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

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

Classification: Regular

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

Issue: Rudy's Texas Bar-B-Q, L.L.C./Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). **CUP#040644**

Fiscal Consideration: n/a

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 Limited Industrial District (L-I) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/30/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 02, 2021

Conditional Use Permit **Renewal** for ABC –

Rudy's Country Store Bar-B-Q

Background:

Rudy's Texas Bar-B-Q / Carlos Torres, d/b/a Rudy's Country Store Bar-B-Q, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 17th renewal for Rudy's Country Store Bar-B-Q.

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

Recommendations:

Staff recommends **approval** of the renewal 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_RUDY'S TEXAS BAR-B-Q LLC dba RUDY'S COUNTRY STORE BAR-B-Q_2004



MEMORANDUM

DATE: MONDAY, AUGUST 02, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#040644 (RUDY'S COUNTRY STORE BAR-B-Q)
--

GENERAL INFORMATION:

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

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

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

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

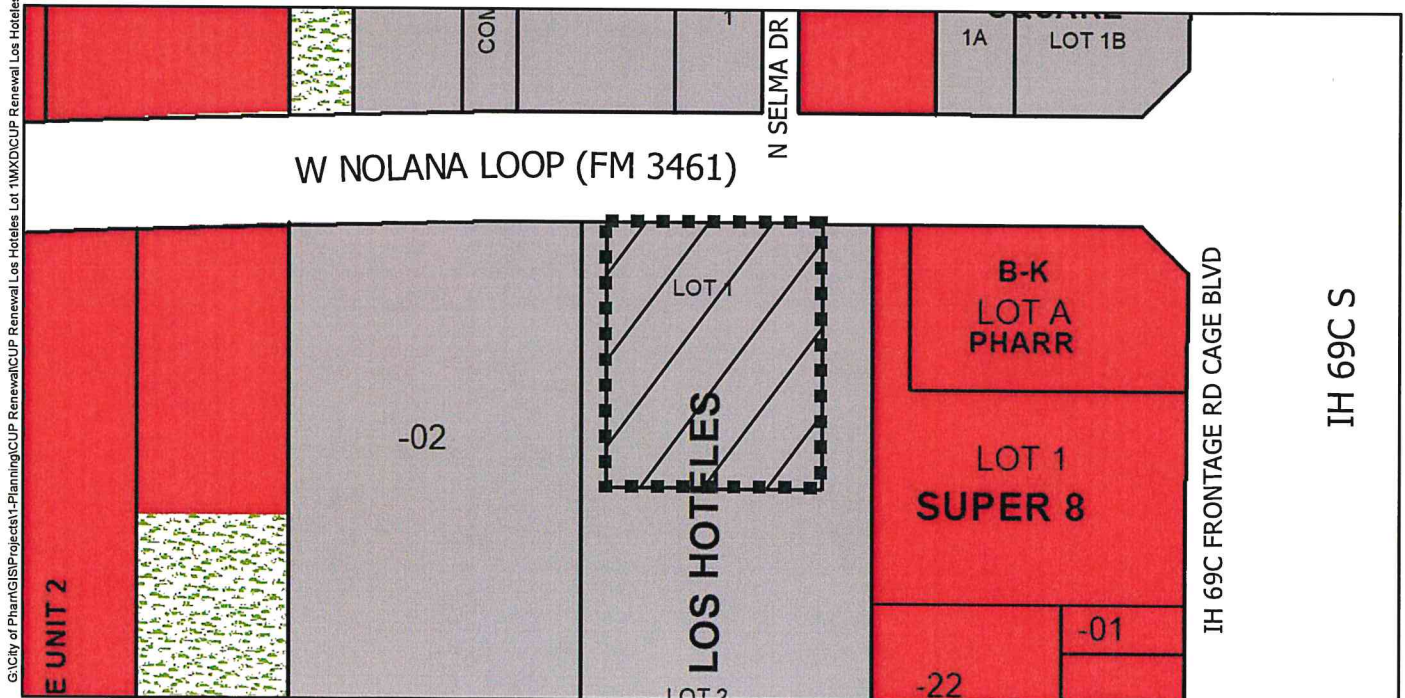
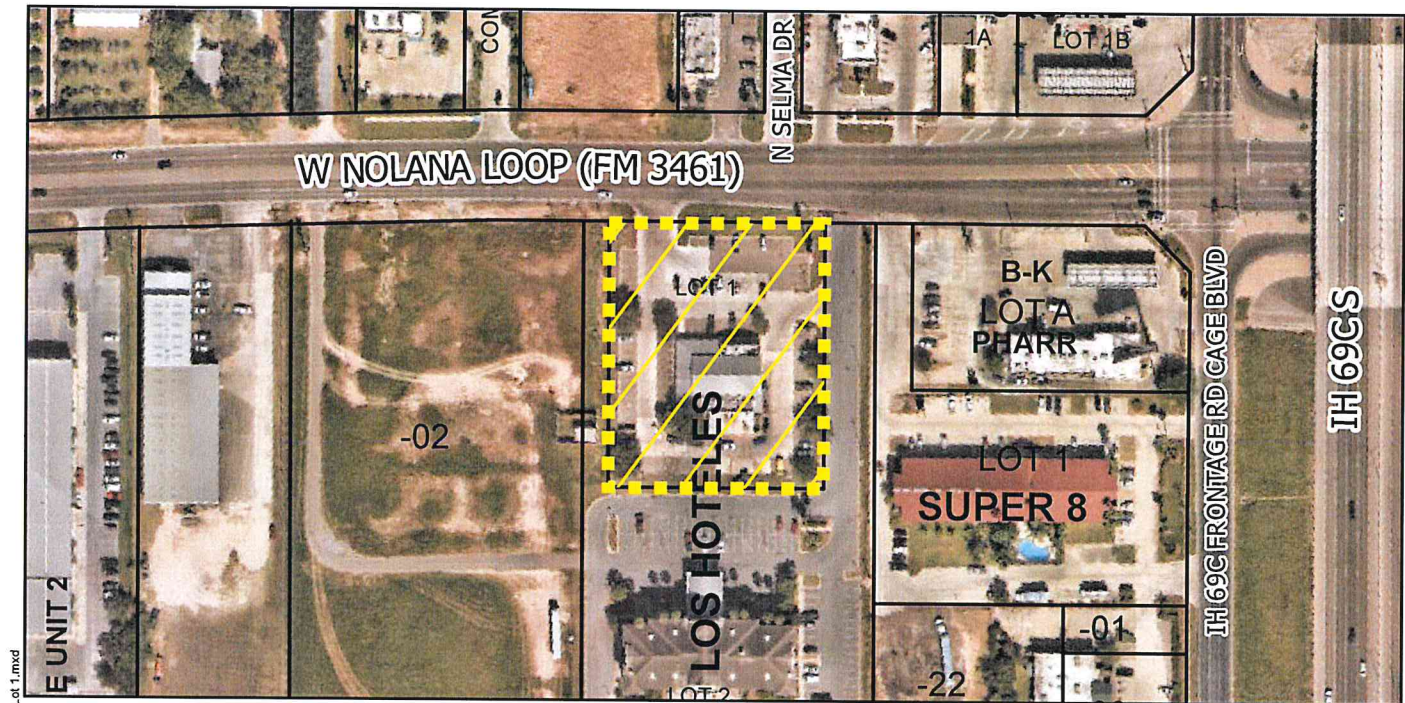
PLANNING DIVISION:

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 Limited Industrial District (L-I) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.



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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. **CUP#190641**

Classification: Regular

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

Issue: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#190641**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 7/28/2021

Approved - 7/28/2021

Approved - 7/28/2021

Final Approval - 7/30/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 02, 2021

Conditional Use Permit **Renewal** for ABC –

Sepi's

Background:

Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Sepi's.

The property is located at 212 West State Street. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: MONDAY, AUGUST 02, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#190641 (SEPI'S)
--

GENERAL INFORMATION:

APPLICANT: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 212 West State Street.

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

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

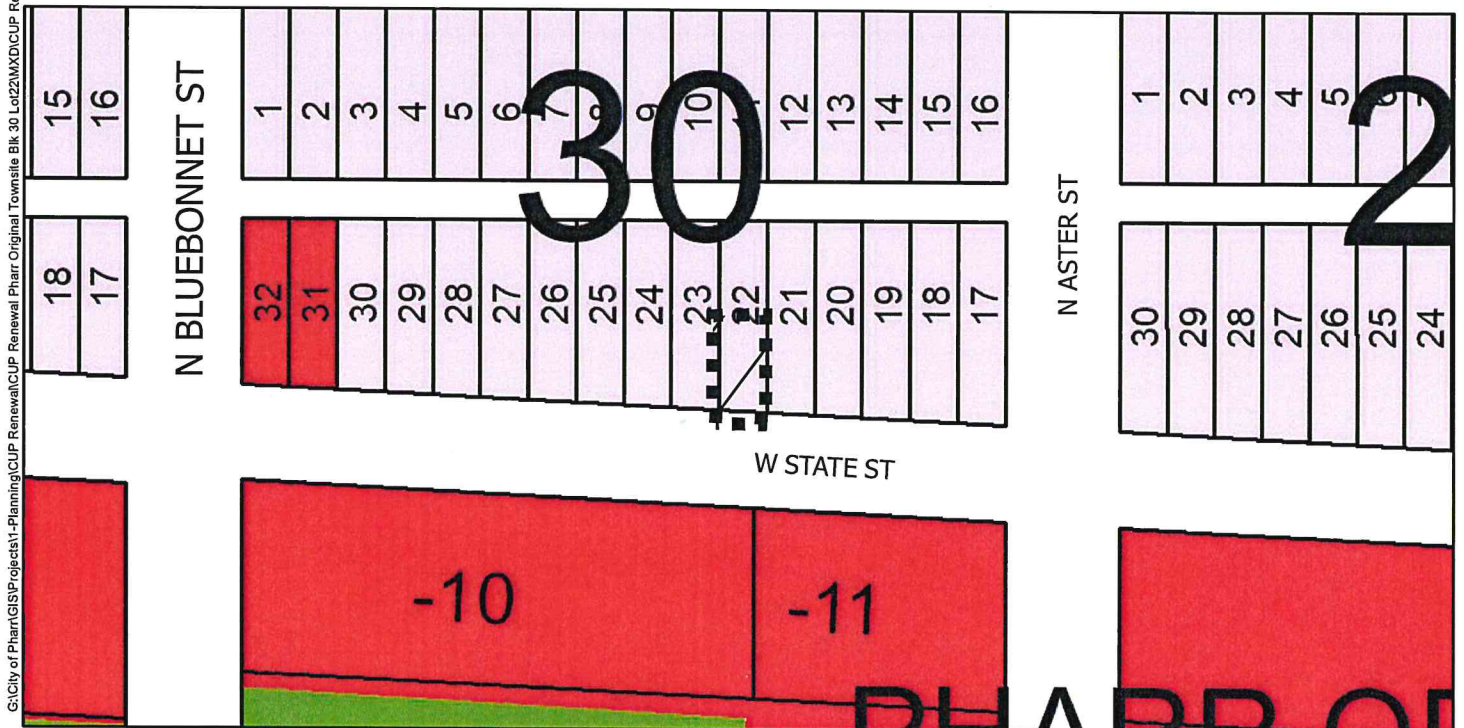
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED:

MEETING DATE: August 2, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.1.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Barrera Infrastructure Group, Inc., representing Jacinto Andres Garcia, Owner, is requesting final plat approval of the proposed Andres Garcia Subdivision. The property is legally described as being a 1.00 acre gross tract of land lying and being the east portion of Lot 5, Block 11, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Greg Drive. **SUB#201032**

Classification: Regular

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

Issue: Barrera Infrastructure Group, Inc., representing Jacinto Andres Garcia, Owner, is requesting final plat approval of the proposed Andres Garcia Subdivision. **SUB#201032**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/30/2021
Final Approval - 7/30/2021



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 02, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: ANDRES GARCIA SUBDIVISION FILE NO. SUB#201032

GENERAL INFORMATION:

APPLICANT: Barrera Infrastructure Group, Inc., representing Jacinto Andres Garcia, Owner, is requesting final plat approval of the proposed Andres Garcia Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.00 acre gross tract of land lying and being the east portion of Lot 5, Block 11, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas.

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

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

PROPERTY PROPOSED USE: Residential Lot.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Andres Garcia 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.

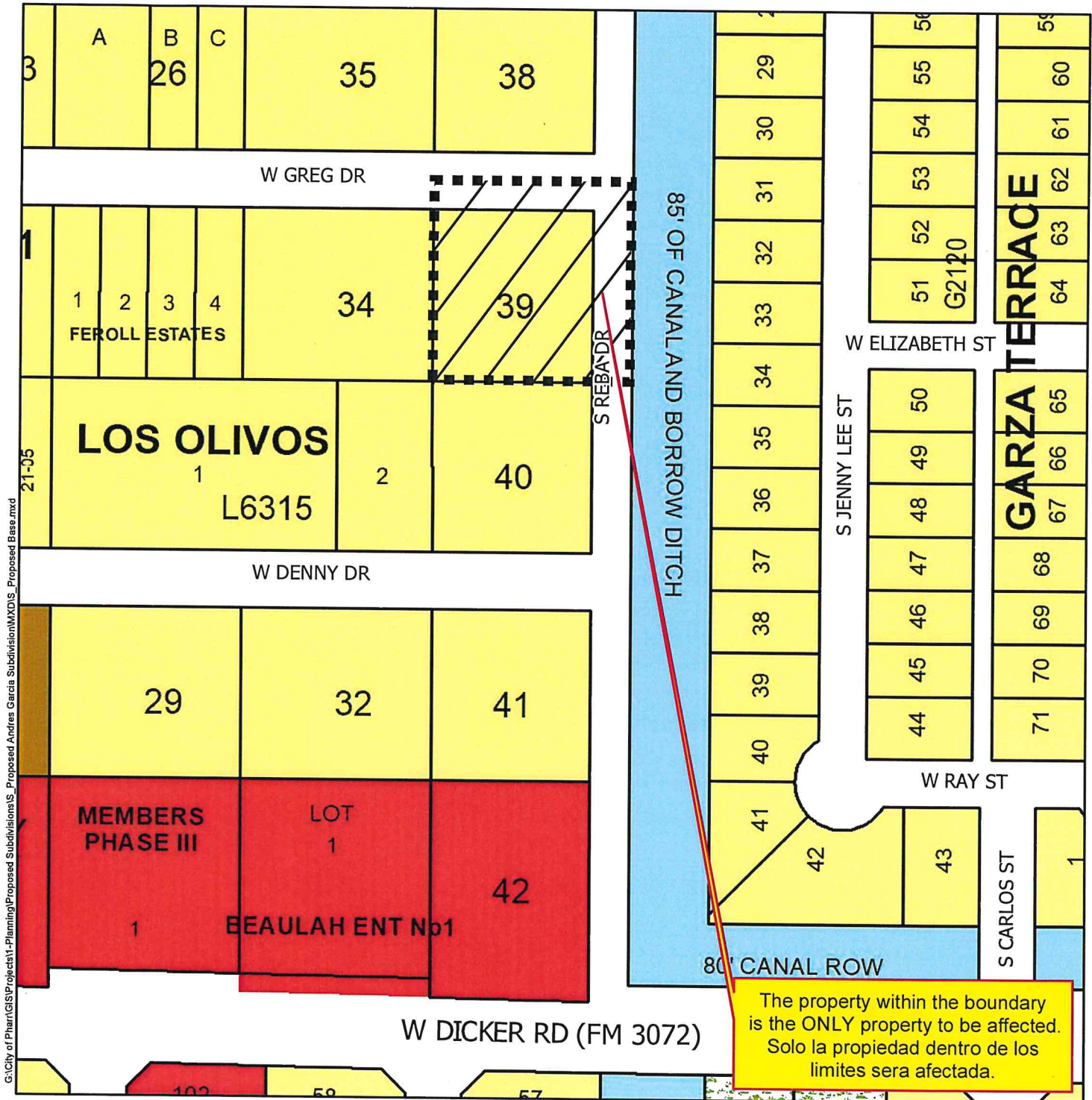
WATER: 1. In compliance.

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 Andres Garcia Subdivision.



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



- City of Pharr, Texas
Engineering Department
956.702.5355



Date: 11/30/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.2.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt Inc., representing Humberto Tijerina and Evanagelina A. Tijerina, Trustees, are requesting preliminary plat approval of the proposed Master Plan Circle K Pharr Subdivision. The property is legally described as being a 6.998 acres situated in the City of Pharr, consisting of 6.498 acres out of Lot 220 Kelly-Pharr Subdivision and 0.500 of one acre being all of Lot 1, Ordonez Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1800 Block of South. **SUB#210513**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Humberto Tijerina and Evanagelina A. Tijerina, Trustees, are requesting preliminary plat approval of the proposed Master Plan Circle K Pharr Subdivision. **SUB#210513**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Master Plan Circle K Pharr Subdivision subject to the listed conditions.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/30/2021



MEMORANDUM

DATE: MONDAY, AUGUST 2, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: MASTER PLAN CIRCLE K PHARR SUBDIVISION FILE NO. SUB#210513
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Humberto Tijerina and Evanagelina A. Tijerina, Trustees, are requesting preliminary plat approval of the proposed Master Plan Circle K Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 6.998 acres situated in the City of Pharr, consisting of 6.498 acres out of Lot 220 Kelly-Pharr Subdivision and 0.500 of one acre being all of Lot 1, Ordonez Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1800 Block of South Cage Blvd.

ZONING: The property is currently zoned General Business District (C) and Agricultural Open Space District (A-O). The adjacent zones are Planned Unit Development District (PUD) to the north and General Business District (C) to the east, Office Professional District (OP) to the south and Agricultural Open Space District (A-O) to the west. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Circle K convenient store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Master Plan Circle K Pharr Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Provide street light layout.
2. Show irrigation easement along W. Moore Rd.
3. Power poles to be relocated to the new R.O.W. line.
4. A right turn lane shall be designed by project engineer at intersection of W. Moore Rd. and S. Cage Blvd.

EASEMENTS:

1. Easements shall not overlap.
2. Show gas line easement.
3. Show all existing easements.
4. City of Pharr easement shall read: 15' or 10' Exclusive easement to City of Pharr dedicated by plat.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1.

OTHER:

1. Revise metes and bounds do no match plat layout.
2. Provide correct layout for location map.
3. A T.I.A. will be done by project engineer.
4. Duplicated owners dedication signature block.
5. Add Master to owners dedication signature block.
6. Fill out the blanks for plat note #4.
7. Label all monuments.
8. Moore Rd. 24" sanitary sewer improvements reimbursement: $\$402.90/\text{acre}(6.998) = \$2,819.49$.
9. Provide signatures for engineer and surveyor.
10. Change scale to 1" = 100'.

11. Provide all pertinent City of Pharr details.
12. Add plat note: Owners to maintain R.O.W. and perimeter of subdivision.
13. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Master Plan Circle K Pharr Subdivision.



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: Master Plan Circle K Pharr Subdivision Preliminary Plat Review

Reviewed by: Dago Soto

July 1, 2021

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **FACTORY YELLOW** from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on payment by city to indicate location of the fire hydrant. **FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.**
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (**FIRE LANE – TOW AWAY ZONE**).
11. Any new subdivision with **GATED COMMUNITY SECURITY SYSTEMS** must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

➤ **Call out existing Fire Hydrants.**

➤ **Shall require an additional Fire Hydrant at the Northwest area of property along W. Moore Rd.**

➤ **Shall require a 12 in water main from W. Moore Rd to the end of property a long S. Cage Blvd.**

➤

➤

➤

➤

STAFF REVIEW MEETING FOR: *CIRCLE K PHARR MASTER PLAN SUBDIVISION*

COMMENTS: Initials: O.D.L. / J.R. / R. B. JUNE 29, 2021

WATER:

- Will need to show 18" water line on east of S. Cage (call out)
- Will need install 12" water line to and through the property on east side
- Will need to replace 90° elbow with 8"tee with 2" flush out to the west for future use
- Will need to install 16" steel casing on W. Moore Rd.
- Follow City of Pharr Construction Standards Manual

SEWER:

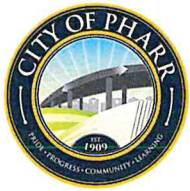
- Will need to verify sewer line location in the area
- Will need to relocate lot 2 6" sewer service to the north side of the existing manhole
- Will probably need to relocate lot 1 6" sewer service to different area pending site plan
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____



Pharr Public Work



SUBDIVISION: **Plat Review Meeting**

Circle K Subdivision

DATE: 06/29/2021

Pharr Tx, 78577

Plat Notes:

- No comments

General Notes:

- Show drainage details
- Show paving details
- Obtain an open cut permit from Public Works
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan w/Notice of Intent at pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance and Notice to Proceed (NTP) is issued.



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: Circle K Pharr Subdivision

DATE: July 1, 2021

REVIEW: Preliminary (comments plans dated 6-14-2021)

PLAT

1. Signature from R.P.L.S.
2. Note no. 8---Revise note to say... "5.0'-ft sidewalk with ADA ramps and landings shall be required along all streets at the time of building permit phase.
3. Add note---Owners to maintain detention/retention area.

SITE PLAN

1. Provide all pertinent City of Pharr detail. (Sidewalk with ADA ramps and landings, waterline bedding, water and sewer service, all utility crossings, sanitary sewer profile, fire hydrants, gate valve.
2. Top left corner, have 90-degree elbow be replaced with two 45-degree elbows.

DRAINAGE

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

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

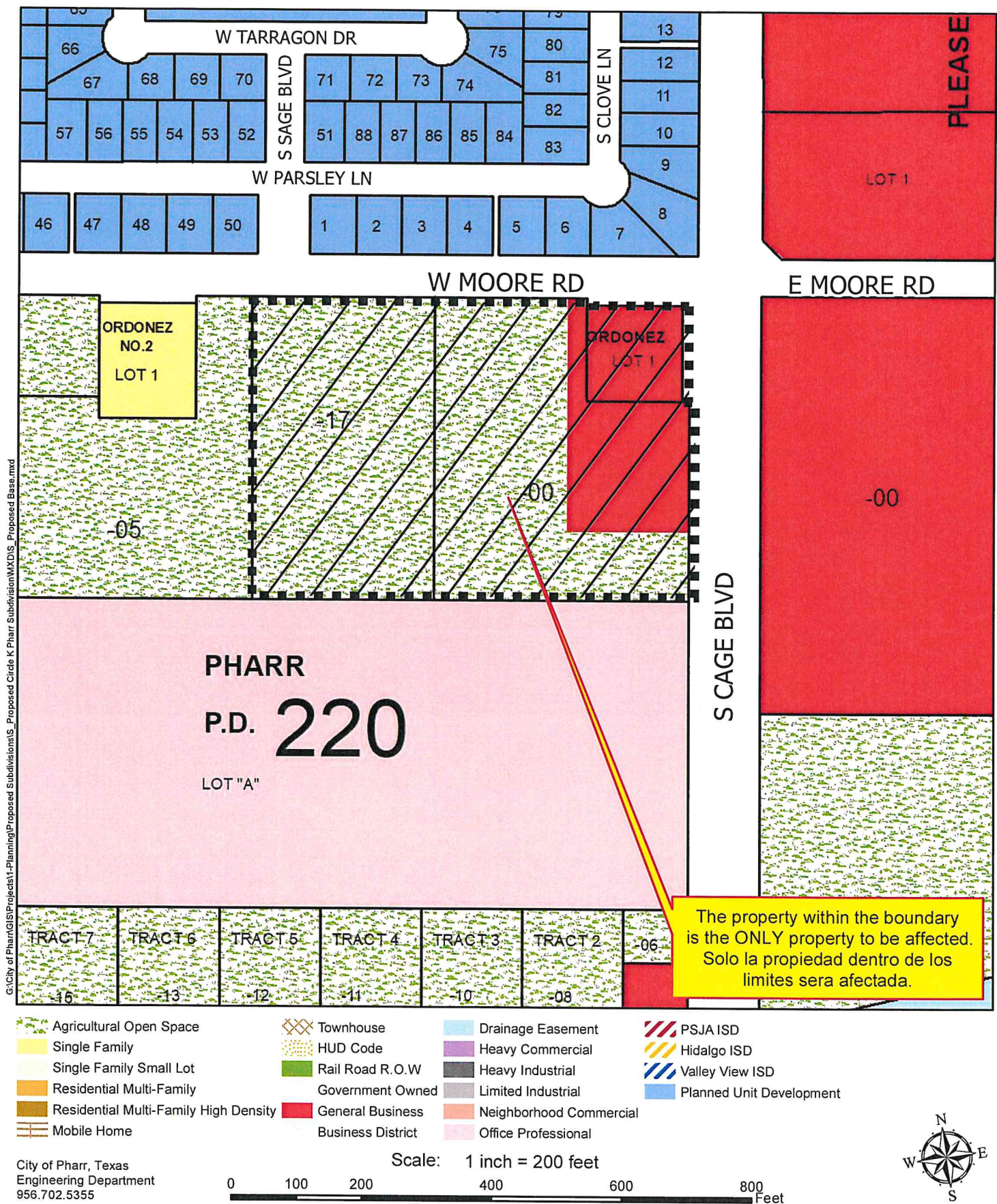
ADDITIONAL COMMENTS

1. 1/3 paved ROW along W. Moore Rd. must include the following:
 - 3" HMA
 - 10" Base
 - 10" Stabilized Subgrade
 - 24" Reinforced Curb & Gutter

5' Sidewalk



Pharr
Engineering





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

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

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.3.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt Inc., representing Rosa Maria A. Vigon, Manager for F.H. Investments, LTD, A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Plan Tractor Supply South Pharr Subdivision. The property is legally described as being a 13.355 acres out of Lot 317 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 6800 block of S. Cage Blvd. **SUB#210617**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Rosa Maria A. Vigon, Manager for F.H. Investments, LTD, A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Plan Tractor Supply South Pharr Subdivision. **SUB#210617**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Master Plan Tractor Supply South Pharr Subdivision subject to the listed conditions.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/30/2021
Final Approval - 7/30/2021



MEMORANDUM

DATE: MONDAY, AUGUST 2, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: MASTER PLAN TRACTOR SUPPLY SOUTH PHARR SUBDIVISION FILE NO. SUB#210617
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Rosa Maria A. Vigon, Manager for F.H. Investments, LTD, A Texas Limited Partnership, is requesting preliminary plat approval of the proposed Master Plan Tractor Supply South Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 13.355 acres out of Lot 317 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 6800 block of S. Cage Blvd.

ZONING: The property is currently zoned Heavy Commercial District (HC) and Residential Mobile Home District (R-MH). The adjacent zones are General Business District (C) and Single Family Residential District (R-1) to the north, General Business District (C) and Residential Mobile Home District (R-MH) to the south, Single Family Residential District (R-1), Residential Mobile Home District (R-MH) and Neighborhood Commercial District (N-C) to the east and General Business District (C) to the west. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Tractor Supply store.

VARIANCES:

None requested.

RECOMMENDATIONS:

Development Services recommends preliminary plat approval of the proposed Master Plan Tractor Supply South Pharr Subdivision subject to the following conditions:

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

1. Provide street light layout.
2. Power poles to be relocated to the new R.O.W. line.
3. Show street name along front of property.

EASEMENTS:

1. Easements shall not overlap.
2. Show all existing easements.
3. Show document number for abandonment for HCID #2, easements and fee simple R.O.W.
4. City of Pharr easement shall read: 15' or 10' Exclusive easement to City of Pharr dedicated by plat.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1.

OTHER:

1. Show future phases on master plat.
2. Correct lot numbers.
3. Change scale to 1"=100'.
4. Add the directional to metes & bounds: example north, south, east and west.
5. Revise metes and bounds do no match plat layout.
6. Provide correct layout for location map.
7. Add Master to owners dedication signature block.
8. Fill out the blanks for plat note #4.
9. Plat note #5 remove the extra 8 on the northing.

10. Label all monuments.
11. Provide signatures for engineer and surveyor.
12. Provide all pertinent City of Pharr details.
13. Add plat note: Owners to maintain R.O.W. and perimeter of subdivision.
14. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Master Plan Tractor Supply South Pharr Subdivision.

STAFF REVIEW MEETING FOR: MASTER PLAN TRACTOR SUPPLY SOUTH PHARR SUBDIVISION

COMMENTS: Initials: O.D.L. / J.R. / R. B. JUNE 29, 2021

WATER:

- Will need install 12" water line on S. Cage
- On the lower north west corner of lot 1 will required 2 45° elbows instead of the 90°
- On the lower south west corner of lot 1 will need a 12" gate valve on the south side of the tee
- On the lower south east corner of lot 1 will need to install a tee with water valves on the east and west side of the tee
- Will need to show all proposed utilities in master plan for all 3 lots
- Will need to show all existing surrounding utilities in the area
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to adjusted all existing manhole to grade
- Will need to replace all manhole rim and cover with composite rim and covers with City of Pharr logo
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: Tractor Supply South Pharr Subdivision. Preliminary Plat Review

Reviewed by: Dago Soto

July 1, 2021

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **FACTORY YELLOW** from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on payment by city to indicate location of the fire hydrant. **FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.**
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (**FIRE LANE – TOW AWAY ZONE**).
11. Any new subdivision with **GATED COMMUNITY SECURITY SYSTEMS** must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

➤ **Additional Fire Hydrants shall be every 300 Feet**

➤ **Call out all existing Fire Hydrants**

➤ **12-inch water main along S. Cage Blvd**

➤ **Call out the existing water main shown on Utility Map.**

➤ **Call out existing streets. Call out direction of Streets.**

➤ **On Master Plan Show connections for the future development east of property**

➤



Pharr Public Work



SUBDIVISION: Plat Review Meeting
Tractor Supply Subdivision
Pharr Tx, 78577

DATE: 06/29/2021

Plat Notes:

- No comments

General Notes:

- Show drainage details
- Show paving details and profile of S. Moon Lane.
- Obtain an open cut permit from Public Works
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan at pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance and Notice to Proceed (NTP) is issued.



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: Tractor Supply South Pharr
Subdivision

DATE: July 1, 2021

REVIEW: Preliminary (comments plans dated 6-14-2021)

PLAT

1. Signature from P.E.
2. Signature from R.P.L.S.
3. Note No. 5---Check northing, it should read as follows: **Northing:**
16572873.206.
4. Note No. 15---Revise note to say... "5.0'-ft sidewalk with ADA ramps shall be required along all streets, at the time of building permit phase.

SITE PLAN

1. Include all pertinent City of Pharr. (Water bedding, street profile of E. Thomas Rd. widening, sidewalk, ADA ramps & landings, sanitary sewer services, waterline services, utility crossings, and street profile of S. Moon Ln.)
2. As per thoroughfare plan S. Moon Ln. shall be extended to E. Thomas Rd.
3. Ensure that overhead powerlines are not in the way of street widening.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.

CLOSEOUT DOCUMENTS

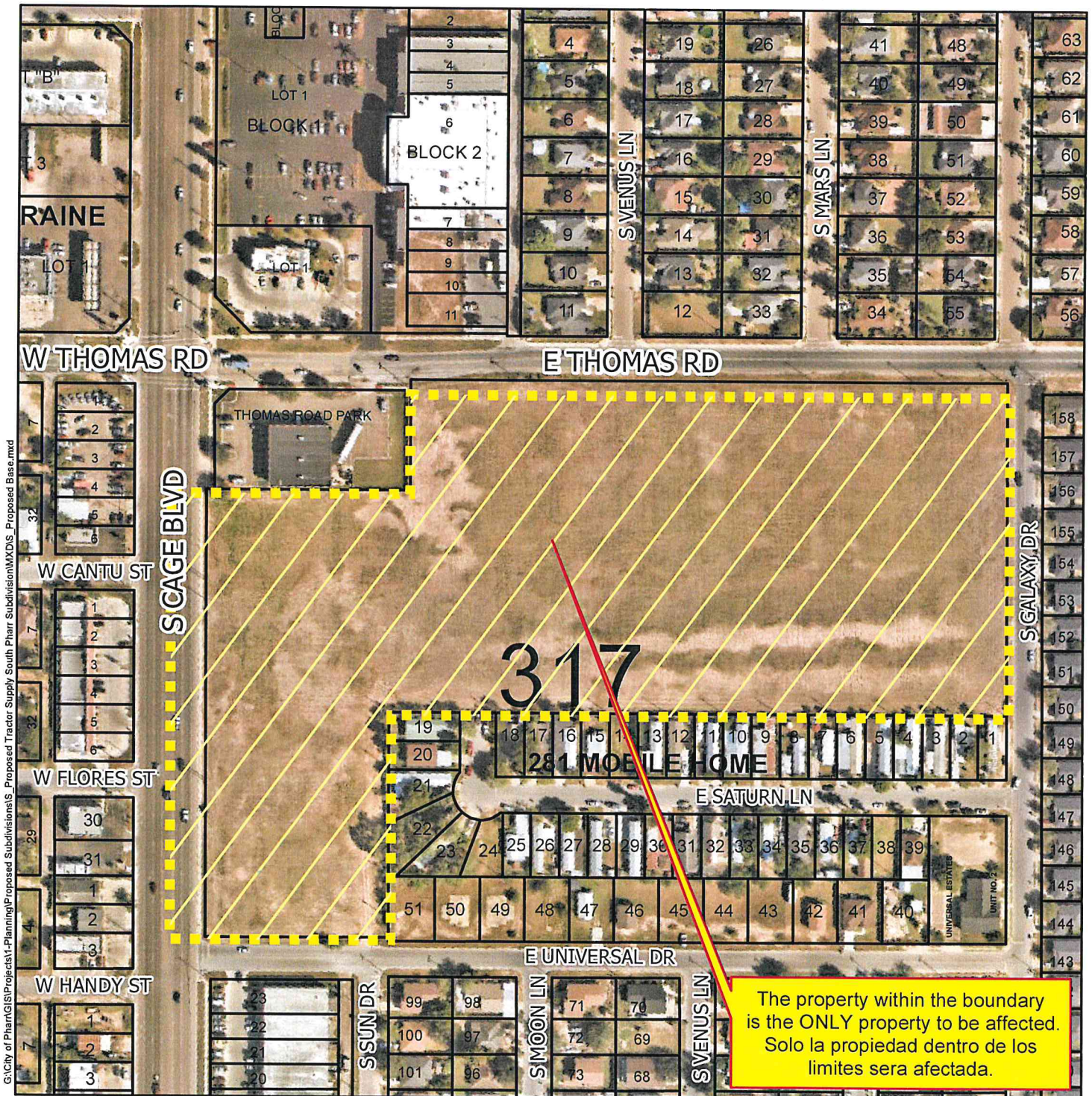
- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

ADDITIONAL COMMENTS

1. 1/3 paved ROW along E. Thomas Rd. must include the following:

- 3" HMAC
- 10" Base
- 10" Stabilized Subgrade
- 24" Reinforced Curb & Gutter
- 5' Sidewalk

Proposed Subdivision
Tractor Supply South Pharr Subdivision
Melden & Hunt inc.



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Tractor Supply South Pharr Subdivision\MXD\1-Proposed Base.mxd

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

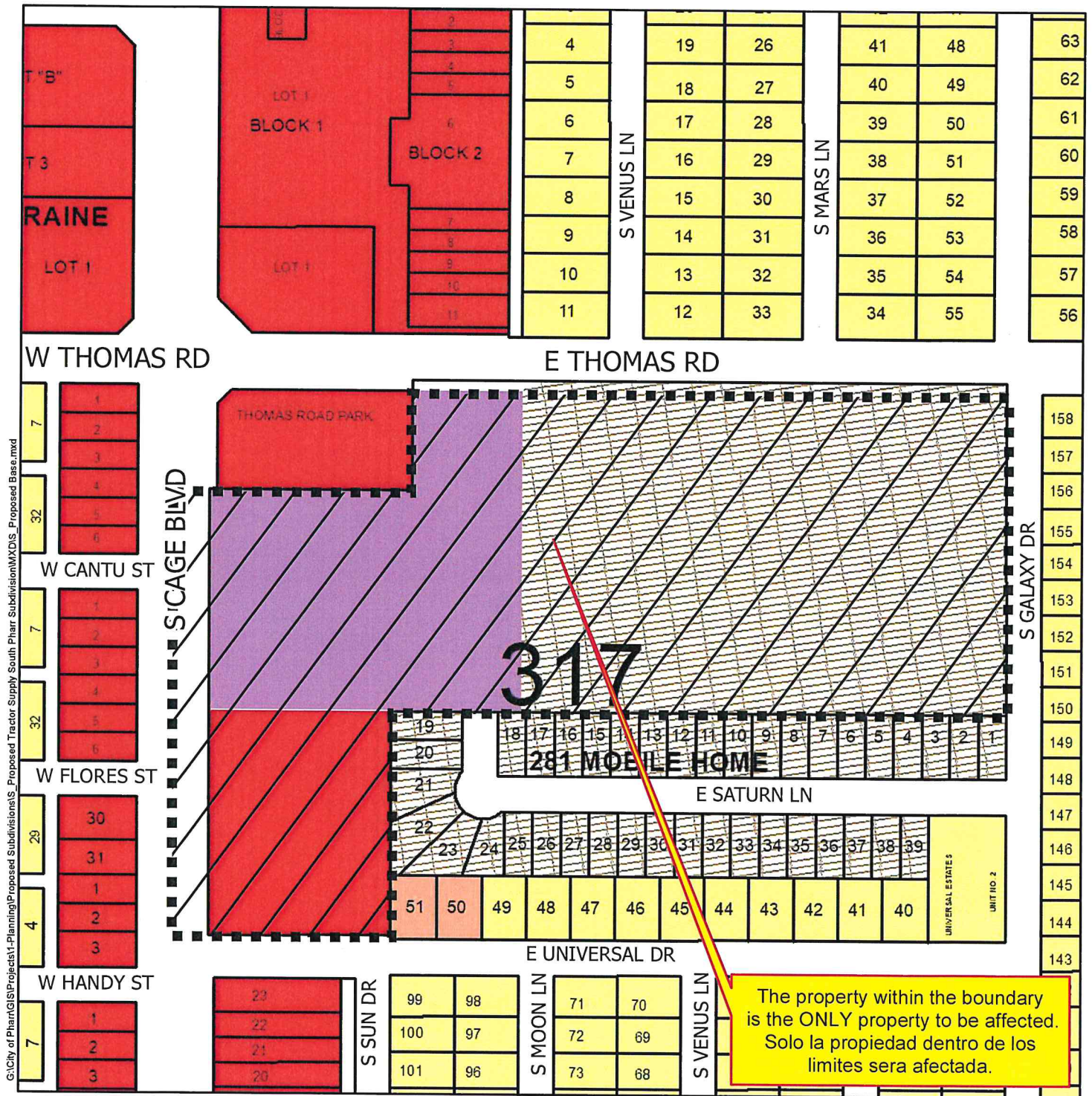
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 6/28/2021

Proposed Subdivision
Tractor Supply South Pharr Subdivision
Melden & Hunt inc.



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

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: July 27, 2021

MEETING DATE: August 2, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance adopting a fee schedule for municipal fiber optic services. *(3rd and Final Reading)*

Classification: Regular

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

Issue: The Board of Commissioners of the City of Pharr desires to provide reliable, high-speed internet to the residents and businesses of Pharr, for the benefit and growth of economic and community goals and finds that providing fiber-optic services will provide reliable, high-speed internet serves a public purpose. Therefore, the City desires to adopt a schedule of fees, charges, expenses and a collection procedure for municipal fiber optic services and other such matters pertaining to this ordinance

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Approve/Deny/Table

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Melanie Cano
Jose Pena
Patricia Rigney
City Management Office

Created/Initiated - 7/27/2021
Approved - 7/29/2021
Approved - 7/29/2021
Approved - 7/29/2021
Final Approval - 7/30/2021

ORDINANCE NO. O-2021-_____

AN ORDINANCE CREATING AND ADOPTING THE MUNICIPAL FIBER OPTIC SERVICE FEE SCHEDULE, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Pharr desire to provide reliable, high-speed internet to the residents and businesses of Pharr, for the benefit and growth of economic and community goals; and

WHEREAS, the Board of Commissioners find that providing fiber-optic services will provide reliable, high-speed internet serves a public purpose; and

WHEREAS, the Board of Commissioners has approved a municipally owned fiber-optic broadband network in order to provide fast and reliable internet service to residential and commercial customers; and

WHEREAS, a community survey was conducted for residents and businesses to determine the appropriate monthly service rates; and

WHEREAS, home-ruled cities may take actions authorized by the City charter and not specifically prohibited or preempted by the Texas Constitution, state, or federal law; and

WHEREAS, Cities may regulate a range of local services to promote the general welfare of the City's residents; and

WHEREAS, the City, as a home-rule municipality, can provide a service and charge a user fee for its use; and

WHEREAS, the Board of Commissioners seeks to establish user fees for the cost of providing the services; and

WHEREAS, the City desires to adopt a schedule of fees, charges, expenses and a collection procedure for municipal fiber optic services and other such matters pertaining to this ordinance.

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

SECTION 1: Ordinance No. 2021-__ is hereby created and adopted.

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

Residential	Speed (Mbps)	Monthly Rate
Blue Plan	500	\$25.00
Gold Plan	1,000	\$50.00

2. **Small Business Commercial Monthly Rates** – shall apply to small and medium sized businesses requiring a wireless modem.

Small Business	Speed (Mbps)	Monthly Rate
Gold Plan	200	\$100.00

3. **Enterprise Commercial Monthly Rates** – shall apply to businesses that require dedicated fiber connection.

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	200	\$250.00
Blue Plan	600	\$350.00
Gold Plan	1,000	\$500.00

B. DEPOSIT FEES

A deposit of one month service shall be made for residential, small business, and enterprise commercial connections to the city's broadband internet services. Deposit shall be reimbursed or applied to any unpaid bill after service is discontinued.

C. MISCELLANEOUS FEES

Type	Fee
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Wireless Modem	\$5.00
<u>Static IP Addresses</u>	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

(*Note) – Standard modem is included at no charge.

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas.

Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 6: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT 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 _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 21, 2021

MEETING DATE: August 2, 2021

FROM: Sonia Cantu, CDBG Secretary

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution for Community Development Block Grant Action Plan 2021.

Classification: Regular

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

Issue: Action Plan 2021

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval of the Action Plan 2021

Alternatives:

n/a

Exclude Material from Public Packet? No

Reason:

n/a

ROUTING:

Sonia Cantu
Cynthia Garza
City Management Office

Created/Initiated - 7/21/2021
Approved - 7/26/2021
Final Approval - 7/30/2021

CITY OF PHARR, HIDALGO COUNTY, TEXAS
2021 ONE-YEAR
ACTION PLAN

HUD MATRIX CODE	ACTIVITY DESCRIPTION	RECOMMENDATIONS
03O	<u>FIRE STATION EQUIPMENT</u>	
	Thermal Imaging Cameras	\$ 26,000
	LUCAS-Chest Compressions Devices	\$ 50,000
15	<u>CODE ENFORCEMENT</u>	
	Development Services Department (Code Enforcement Officer Salary)	\$ 32,500
05W	<u>FOOD BANKS</u>	
	Food Bank of the RGV (Food Pantry)	\$ 32,000
05M	<u>HEALTH SERVICES</u>	
	Su Casa de Esperanza (Early Childhood/Prenatal Program)	\$ 20,000
	Access Esperanza Clinic (Female Physical Exam)	\$ 5,000
	Comfort House (Caregiver Salary)	\$ 3,000
05A	<u>SENIOR SERVICES</u>	
	Amigos Del Valle (Meals on Wheels)	\$ 20,000
	Area Agency on Aging (Medial Equipment Assistance)	\$ 4,000
	Silver Ribbon (Utility Assistance)	\$ 3,000
05E	<u>TRANSPORTATION SERVICES</u>	
	Lower Rio Grande Valley Development Council (Valley Metro Transit System)	\$ 60,000
05I	<u>CRIME AWARENESS/PREVENTION</u>	
	Development Services Dept. (Education Outreach Material)	\$ 5,000
05N	<u>ABUSED AND NEGLECTED CHILDREN</u>	
	Children’s Advocacy Center (Forensic Interviewer Salaries)	\$ 15,000
	CASA of Hidalgo County, Inc. (2 Court Appointed Social Advocates)	\$ 3,000
14A	<u>REHAB: SINGLE-UNIT RESIDENTIAL</u>	
	Affordable Homes of South Texas Inc. (Rehabilitation/Reconstruction Assistance)	\$200,000
19F	<u>PLANNED REPAYMENTS OF SECTION 108 LOAN</u>	
	11 TH Year Repayment	\$450,250
21A	<u>GENERAL PROGAM ADMINISTRATION</u>	
	Planning and Administration	\$230,243
	TOTAL:	\$1,158,993.00

STATE OF TEXAS

COUNTY OF HIDALGO

R E S O L U T I O N

CITY OF PHARR

NO. _____

WHEREAS, the City of Pharr, Texas has received formal notification from the U.S. Department of Housing and Urban Development (HUD) on its Program Year (PY) 2021 One-Year Action Plan allocation, and

WHEREAS, the City of Pharr's One-Year Action Plan allocation for Program Year 2021 of the Community Development Block Grant (CDBG) Program has been set at \$1,158,993.00 by HUD

WHEREAS, the City of Pharr has followed its Citizens Participation Process in identifying the demands and needs of the residents to award CDBG funds to Community Development activities in the City as outlined in Exhibit "A".

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

SECTION 1: The Board of City Commissioners approves that the City of Pharr hereby submits its PY 2021 Community Development Block Grant One-Year Action Plan to the U.S. Department of Housing and Urban Development.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to The One-Year Action Plan.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE 2nd DAY OF AUGUST 2021

CITY OF PHARR

Dr. AMBROSIO HERNANDEZ, MAYOR

ATTEST

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: July 26, 2021

MEETING DATE: August 2, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action on Resolution authorizing the Pharr Police Department to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG).

Classification: Regular

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

Issue: The Pharr Police Department seeks funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) for the purchase of 38 new ATE GEN2 Ballistic Helmets for special operations. The Pharr Police seeks this equipment to ensure the safety of its police personnel on high risk evidentiary search warrants, critical incidents, and crisis situations. The Pharr Police Department seeks to use the \$16,927.00 dollars awarded for this item.

Fiscal Consideration: There is no match for this grant and there will be no cost incurred by the City of Pharr

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this grant and return the funding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/26/2021
Approved - 7/27/2021
Approved - 7/30/2021
Approved - 7/30/2021
Approved - 7/30/2021
Final Approval - 7/30/2021

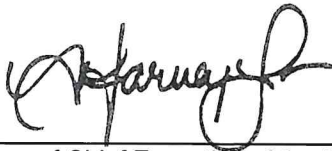
**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of
Local Government

Andy Harvey Jr.

Printed Name of Chief Executive

City of Pharr Police Department

Name of Applicant Unit of Local Government

07/23/2021

Date of Certification

Chief of Police

Title of Chief Executive

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2021 Local Solicitation
(CFDA # 16.738)
PROGRAM ABSTRACT 2**

Name: Andy Harvey Chief of Police- City of Pharr Police Department
Title Project: Police Officer ATE GEN2 Ballistic Helmet
Federal Amount Request: \$16,927
Applying Category: Law Enforcement Program
Proposed Timeline: October 1, 2021 – September 30, 2022
Category 1: Eligible Allocation Amounts of Less than \$25,000

JAG funds will be used to enhance Pharr PD Law enforcement programs' capabilities. The top four identifiers associated with this project are: 1) Community Policing, 2) Equipment– General, 3) Surveillance and 4) Officer Safety.

Project Goal:

This project aims to purchase 38 new ATE GEN2 Ballistic Helmets that are NIJ Level IIIA rated that will allow officers protection during drug and human trafficking raids or crowd control riots to be used for safety and security by holding the line.

Description of the Issue:

Despite the news and social media provided 24/7 coverage of how bad things were getting during the pandemic and George Floyd during riots.

A cursory review of the historical development of our efforts to prevent crime underscores the point that we need better innovation equipment has been the driving force leading to improve officer safety during hostile assignments. It is these specific shortcomings which this proposed project directly addresses. As a result, the need to deter, prevent, solve, and control border-centric crime problems by purchasing ATE GEN2 Ballistic Helmets equipment has never been more urgent.

One prime example that the ATE GEN2 Ballistic Helmets save an officer was one night in Seattle, where a unit of bicycle officers was moving down a crowded street when the last officer was knocked down. Quickly getting to his feet, he unleashed pepper spray on the crowd closing around him but could not see the suspect approaching from behind. With a couple of measured steps, the suspect raised and swung a metal baseball bat in full force, striking the officer in the back of the head with an audible crack. The officer protection by the helmet and save his life or other life threatening injuries.

Impact Indicators:

The following output/outcome indicators will be notable milestones in quantitatively evaluating the program's effectiveness in due course:

- 1) # of helmets purchased
- 2) # of human trafficking raids conducted
- 3) # of drug raids conducted

RESOLUTION NO. R-2021-____

**Edward Byrne Memorial Justice Assistance Grant (JAG)
Program FY 2021 Local Solicitation
CFDA #16.738**

WHEREAS, the City of Pharr (Police Department) applied for, and received a direct award grant in the amount of \$16,927 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year (FY) 2021 Local Solicitation Application due August 09, 2021; and

WHEREAS The Pharr Police Department finds it in the best interest of the citizens of the City of Pharr that the Edward Byrne Memorial Justice Assistance Grant (JAG) Program be operated for the fiscal year 10-1-2021 to 09-30-2022; and

WHEREAS, the US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) has allocated \$16,927 in grant funds to the City of Pharr Police Department for supporting law enforcement, crime prevention and criminal justice programs; and

WHEREAS Pharr Police Department agrees that in the event of loss or misuse of the US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) funds, Pharr Police Department assures that the funds will be returned to the Justice Assistance Grant (JAG) in full; and

WHEREAS Pharr Police Department designates **Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Pharr Police Department approve submission of the grant US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) Division.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

APPROVED:

Mayor Ambrosio Hernandez

ATTEST:

City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, _____, 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 July __, 2021, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the ____ day of July 2021, ad.

City of Pharr

City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED:

MEETING DATE: August 2, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing seven (7) members to the Pharr Public Facilities Corporation No. 1 Board.

Classification: Regular

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

Issue: Oscar Elizondo Jr.; Edmundo Maldonado; and Mario Bracamontes are no longer a member of the Governing Body; and the terms of Ambrosio Hernandez; Eleazar Guajardo; Roberto "Bobby" Carrillo; and Ricardo Medina are expired; and seven (7) members need to be appointed/reappointed.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to appoint/reappoint seven (7) members.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Patricia Rigney
City Management Office

Created -

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

§
§
§

**RESOLUTION
NO. R-2021-**

WHEREAS, Resolution No. R-2011-53 authorized and created the Pharr Public Facilities Corporation #1 pursuant to Chapter 303 of the Texas Local Government Code; and

WHEREAS, in accordance with Article 9 of the Articles of Incorporation, the Pharr Public Facilities Corporation #1 shall be managed and composed of no less than three (3) persons, of all whom shall be members of the Governing Body and shall serve for a term of not more than six (6) years; and

WHEREAS, Oscar Elizondo Jr.; Edmundo Maldonado; and Mario Bracamontes are no longer a member of the Governing Body; and the terms of Ambrosio Hernandez; Eleazar Guajardo; Roberto "Bobby" Carrillo; and Ricardo Medina are expired; and

WHEREAS, seven (7) members need to be appointed/re-appointed.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #1:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Said Directors shall serve a term of not more than six (6) years or until a successor is appointed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of August, 2021.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED:

MEETING DATE: August 2, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing seven (7) members to the Pharr Public Facilities Corporation No. 3 Board.

Classification: Regular

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

Issue: Oscar Elizondo, Jr.; Edmund Maldonado; and Mario Bracamontes are no longer members of the governing body; and the terms of Ambrosio Hernandez; Eleazar Guajardo; Roberto "Bobby" Carrillo; and Ricardo Medina are expired; and seven (7) members need to be appointed/reappointed.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to appoint/reappoint seven (7) members.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Patricia Rigney
City Management Office

Created -

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2021-

WHEREAS, Resolution No. R-2011-86 authorized and crated the Pharr Public Facilities Corporation #3 pursuant to Chapter 303 of the Texas Local Government Code; and

WHEREAS, in accordance with the Article Seven of the Bylaws of Incorporation, the Pharr Public Facilities Corporation #3 shall be composed of seven (7) members, of all whom shall be members of the Governing Body and shall serve for a term of two (2) years; and

WHEREAS, Oscar Elizondo, Jr.; Edmund Maldonado; and Mario Bracamontes are no longer members of the governing body; and the terms of Ambrosio Hernandez; Eleazar Guajardo; Roberto "Bobby" Carrillo; and Ricardo Medina are expired; and

WHEREAS, seven (7) members need to be appointed/re-appointed.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #3:

<u>NAME:</u>	<u>TERM:</u>
1.	2 YEARS
2.	2 YEARS
3.	2 YEARS
4.	2 YEARS
5.	2 YEARS
6.	2 YEARS
7.	2 YEARS

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of August, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, to approve the Selection Committee's ranking of Request for Proposals (RFP), Pharr Comprehensive Pedestrian Safety & Wellness Plan, and authorize City Manager to negotiate and enter into an agreement with top-ranked respondent, Halff Associates, Inc.

Classification: Regular

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

Issue: A total of three (3) responses to the RFP, Pharr Comprehensive Pedestrian Safety & Wellness Plan (CSJ: 0921-02-389), were received on Wednesday, June 30, 2021. A Committee evaluated and ranked the responses based on the scoring criteria in the RFP that included Project Approach, Experience and References, Ability to Perform Work, and Past Performance. Ranking is as follows: (1) Halff Associates, Inc., (2) Able City, LLC, and (3) Quantum Engineering Consultants, Inc. The ranking has been approved by TxDOT, and staff is requesting City Commission approval of ranking and permission to begin negotiations with the top-ranked firm.

Fiscal Consideration: There is no fiscal consideration associated with this action. Once negotiations are completed, and the agreement approved by future City Commission action, funding will be as follows:

Federal Participation: \$134,000

Local Government Participation: \$120,000

Total: \$254,000

Staff Recommendation: Staff recommends approval to authorize City Manager to negotiate and enter into an agreement with top-ranked respondent, Halff Associates, Inc.

Alternatives: Reject responses and re-advertise.

Exclude Material from Public Packet? No

Reason: No exclusions.

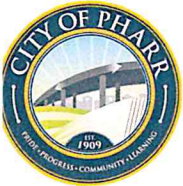
ROUTING:

Maria Rangel
Omar Anzaldua
Karla Saavedra
Patricia Rigney

Created/Initiated - 7/28/2021
Approved - 7/30/2021
Approved - 7/30/2021
Approved - 7/30/2021

City Management Office

Final Approval - 7/30/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

July 16, 2021

Joseph E. Leal, P.E.
Texas Department of Transportation
Pharr District - Project Development
Project Manager
600 W. Interstate 2
Pharr, TX 78577

RE: CSJ: 0921-02-389
Pharr Comprehensive Pedestrian Safety & Wellness Plan

SUBJECT: Scoring and Ranking of Responses to RFP

Dear Mr. Leal,

The City of Pharr is requesting TxDOT's concurrence with the Selection Committee's scoring and ranking of responses, before proceeding with City Commission approval and negotiations with top ranked firm. Described below are the timeline of events and results of the Committee's review.

The advertisement period began on Wednesday, June 09, 2021 and ended on Wednesday, June 30, 2021 (21 calendar days). A Notice to Bidders was published in the Advance News Journal on Wednesday, June 09, and June 16, 2021, and in The Monitor on Sunday, June 13 and 24, 2021. Additionally, an invitation was emailed to registered firms with the City of Pharr's ProcureWare® and posted on the same site for the public to view.

The deadline for questions was on Tuesday, June 22, 2021, and the deadline to submit responses was on Wednesday, June 30, 2021. A total of three (3) responses to the RFP were received from the following firms: (1) Able City, (2) Half Associates, Inc., and (3) Quantum Engineering Consultants, Inc. The three responses, along with the scoring sheets, were emailed to the three (3) members of the Committee and all members responded by Tuesday, July 13, 2021. The Committee ranked the responses as follows: (1) Half Associates, Inc., (2) Able City, and (3) Quantum Engineering Consultants, Inc. The Committee's scoring is included as an attachment.

Please provide your concurrence or dissent to this recommendation at your earliest convenience. If additional documentation is needed or you have questions and comments, you may contact me at my email omar.anzalduea@pharr-tx.gov or cell phone (956) 540-9122.

Sincerely,

Omar Anzalduea Jr., P.E.
City Engineer, City of Pharr
118 S. Cage Blvd., 1st Floor
Pharr, TX 78577

Attachment: Scoring Sheet

Cc: Ignacio Amezcua, Purchasing Director, City of Pharr
Maria Rangel, Project Engineer, City of Pharr

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

Page 1 of 1

Pharr Comprehensive Pedestrian Safety & Wellness Plan
CSJ #0921-02-389

RFPs Received: June 30, 2021 3 PM

Average Scores

Scoring Criteria		Project Approach	Experience and References	Ability to Perform Work	Past Performance	Total Score	Rank	Required Forms
Maximum Points		35	35	20	10	100		
Firm Name	Firm Location							
Able City	Mission, TX	29.08	26.83	17.67	9.00	82.58	2	✓
Halff Associates, Inc.	McAllen, TX	33.67	34.00	19.00	9.33	96.00	1	✓
Quantum Engineering Consultants, Inc.	El Paso, TX	30.67	23.92	16.33	8.67	79.58	3	✓

Evaluator: 01, PE



Evaluator: 02



Evaluator: 03





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: July 30, 2021

MEETING DATE: August 2, 2021

FROM: Ignacio Amezcua, Director

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Graybar from Fort Worth, TX on the purchase of the material for the Fiber Optic Network - Core Build Phase II Project in the amount of \$556,032.11 through OMNIA Partners Purchasing Cooperative Contract number EV2370

Classification: Regular

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

Issue: City of Pharr went out for informal proposals through Purchasing Cooperatives. Total of three vendors participated.
Project# 2021-01-510-SO18-001 Material

Fiscal Consideration: \$40,000,000

Staff Recommendation: Staff recommends to purchase the material for the Fiber Optic Network - Core Build Phase II Project from Graybar in the amount of \$556,032.11 through OMNIA Partners

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Ignacio Amezcua

Created/Initiated - 7/30/2021

Ignacio Amezcua

Approved - 7/30/2021

Jose Pena

Approved - 7/30/2021

Omar Anzaldua

Approved - 7/30/2021

Patricia Rigney

Approved - 7/30/2021

Karla Saavedra

Approved - 7/30/2021

Anali Alanis

Approved - 7/30/2021

City Management Office

Final Approval - 7/30/2021

Project Name Fiber Optic Network - Core Build Project
Owner City of Pharr
Project Number 2021-01-510-C0006-001
Date July 30, 2021



Material Tabulation

Contractors	Materials	OSP A Material	OSP B Material	OSP C Material	ISP Material Bridge	ISP Material DRC	ISP Material PD	ISP Material Comm
Telepro	\$ 756,800	\$ 189,285	\$ 275,708	\$ 209,059	\$ 25,520	\$ 9,334	\$ 16,778	\$ 31,116
Graybar	\$ 556,032	\$ 139,234	\$ 201,476	\$ 149,876	\$ 19,212	\$ 8,949	\$ 15,549	\$ 21,736
STX Underground	Not Submitted	NA	NA	NA	NA	NA	NA	NA

Serving State & Local Government, Education, Special Districts, and Non-Profits

Graybar is the awarded supplier of electrical, lighting, data communications and security products and related products, services and solutions through OMNIA Partners, Public Sector, the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement.

U.S. Communities is now OMNIA Partners, Public Sector.

CONTRACT # EV2370

Electrical, Lighting, Data/Communication, Networking,
Wireless, Security and Related MRO Supplies.

Service Solutions to Support Products

Why OMNIA Partners, Public Sector, through Graybar?

We are a leading distributor of electrical, lighting, data/communications, networking, security and related MRO products. With 289 locations across North America, Graybar is a local distributor backed by the strength of a FORTUNE 500 company.

The Graybar-OMNIA Partners, Public Sector Program:

- Satisfies solicitation requirements
- Lead public agency managed contracts
- No cost to participate
- Contracts allow your organization to maximize savings on the products you need while reducing procurement time.
- Ensures accurate contract pricing, terms and agency specific requirements.

Eligible Agencies

- State Agencies, Counties, Cities, Towns and Villages
- Specials Districts: Water, MUD's, Transportation, Airports
- Public and Private Higher Education
 - » Colleges, Universities, Technical Schools
- Public and Private K-12
 - » School Districts, Charter Schools and Other
- Non-Profits: Churches, Education, Healthcare and Other

Value Added Services

A complete and comprehensive offering of value added services to support the products included in our contract. Services may include, but not limited to: assessment, repair, renovation, installation, testing, inventory, emergency, recovery, training and other related services that may be offered through Graybar.

eCommerce – Inventory Management

Connect with Graybar through Graybar.com, private marketplaces or PunchOut. Graybar supports our customer's eProcurement initiatives by interfacing with a variety of ERP systems, software providers and marketplaces. We make it easy for customers to find products, place orders, check on transactions and much more – 24/7.

Customer Focus

Graybar has developed an unmatched selection of value added services and solutions to support the products we distribute daily. We are committed to satisfying our customers through delivery of consistent, reliable and quality service.

Graybar Financial Services

Graybar Financial Services® (GFS) can provide states, local governments and educational institutions financing for products covered in our contract and related services, whether for volume purchases, projects, or otherwise.

How to Register

Simply register at www.omniapartners.com/publicsector.

Registration does not obligate you to purchase through the program, but it does introduce you to a wide range of products and services at outstanding prices.

Graybar Program Managers

Rob Rhoads, East ▪ (202) 445-8992 ▪ robert.rhoads@graybar.com

Jeff Peskuski, Central ▪ (630) 640-4905 ▪ jeff.peskuski@graybar.com

Adam Sass, West ▪ (925) 216-2858 ▪ adam.sass@graybar.com

Contracts: Products and Services

Electrical and MRO



Power Distribution



Motor and Power Control



Plant, Industrial and Utility Products



Voice and Data Communication



Fiber and Copper Cable and Connectivity



Wireless and Mobile Communication



Metering, Tools and Testing



Lamps and Lighting Products



LED Indoor/Outdoor Lighting



LED Roadway and Parking Lighting



Energy Management and Lighting Controls



Security Products



Entrance Protection



Paging and Notification



Safety



Inventory and Stores Solutions



Lighting and Power Services/ROI



eBusiness



Recycling Services



PROUD MEMBER OF THE:





July 29, 2021

Ignacio Amezcua
City of Pharr
Purchasing Director
118 S. Cage Blvd
Pharr, TX 78577

Re: Construction Project Management
Fiber Optic Network – Core Build
Project No. 2021-01-510-C006-001

Dear Mr. Amezcua,

Please accept this letter to communicate our recommendation for acceptance of the Phase II Core Bid material pricing as submitted by Graybar / Omnia Partners in the amount of Five Hundred Fifty-Six Thousand and Thirty-Two Dollars with Eleven Cents (\$556,032.11). The pricing submitted was the lowest qualified amount presented during the procurement process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carlos Del Angel'. The signature is fluid and stylized, with a large loop at the beginning and a long, sweeping underline.

Carlos Del Angel
Senior Project Manager
Brownstone Consultants, LLC



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: July 30, 2021

MEETING DATE: August 2, 2021

FROM: Ignacio Amezcua, Director

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with STX Underground LLC from Brownsville, TX for the labor of the Fiber Optic Network - Core Build Phase II Project in the amount of \$1,019,593.00 through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract number 200201-3132

Classification: Regular

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

Issue: City of Pharr went out for informal proposals through Purchasing Cooperatives. Total of three vendors participated.

Project# 2021-01-510-SO18-001 Labor

Fiscal Consideration: \$51,000,000

Staff Recommendation: Staff recommends for the Fiber Optic Network - Core Building Phase II Project Labor pricing submitted by STX Underground in the amount of \$1,019,593

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Ignacio Amezcua

Created/Initiated - 7/30/2021

Ignacio Amezcua

Approved - 7/30/2021

Jose Pena

Approved - 7/30/2021

Omar Anzaldua

Approved - 7/30/2021

Patricia Rigney

Approved - 7/30/2021

Karla Saavedra

Approved - 7/30/2021

Anali Alanis

Approved - 7/30/2021

City Management Office

Final Approval - 7/30/2021

Project Name Fiber Optic Network - Core Build Project
Owner City of Pharr
Project Number 2021-01-510-C0006-001
Date July 30, 2021



Labor Tabulation

Contractors	Labor	OSP A Labor	OSP B Labor	OSP C Labor	ISP Labor Bridge	ISP Labor DRC	ISP Labor PD	ISP Labor Comm	No. of Calendar Days
Telepro	\$ 1,286,361	\$ 342,527	\$ 492,523	\$ 374,371	\$ 35,644	\$ 10,570	\$ 12,488	\$ 18,238	240
Graybar	\$ 2,099,174	\$ 551,794	\$ 787,074	\$ 608,669	\$ 70,488	\$ 21,415	\$ 22,048	\$ 37,686	Not Submitted
STX Underground	\$ 1,019,593	\$ 269,529	\$ 382,173	\$ 303,236	\$ 25,565	\$ 9,805	\$ 21,060	\$ 8,225	60

The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway North, Pittsburg, Texas 75686

Limited Assignment of TIPS Construction Contract
This is a Tri-Party Assignment Agreement.

The intent of this form (the “Agreement” or the “Assignment”) is to permit the named Assignee, an authorized contractor of the Assignor, to perform work under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor and named herein. This contractual assignment of rights is not exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the agreement of TIPS.

The Assignor, retains all contract rights to the named contract(s), but is temporarily assigning limited, non-exclusive rights under the referenced contract to the assignee for the purpose of performing and completing the construction or related project(s) as specifically granted by the Assignor, in writing, from time to time and as permitted under the assigned TIPS contract award(s).

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties at the addresses provided in the signature block herein.

This assignment may be terminated by the Assignor or the Assignee for cause, no cause or for convenience with ten (10) days written notice to the other two (2) parties. The assignee is not granted rights to assign their rights under the assignment to any party or for any purpose.

TIPS Contract name and number: Trades, Labor and Materials (JOC) - 200201

Assignor (original TIPS contract holder): Stringer Construction Management

Assignee (company assigned contract): STX Underground LLC

Assignment number: (provided by TIPS) 3132

Effective Date of Assignment(s): 7/23/21 - 1/31/22

The Assignor, non-exclusively and as limited herein, assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee (“Assignee”) for the limited time and purpose as described herein until Assignor’s TIPS contract(s) expires by its terms or this assignment agreement is terminated as provided herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract and must comply with all applicable federal, state and local law, regulations and rules. The Assignor’s TIPS Agreement, the incorporated Request for Competitive Sealed Proposal and the Assignor’s response to the TIPS Request for Competitive Sealed Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit “A” are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Agreement, Assignor expressly authorizes TIPS to release all portions of Assignor’s solicitation response(s) and TIPS Contract(s) to Assignee including all pricing and documentation deemed confidential by Assignor. It is the responsibility of each party to obtain and read

each document named in Exhibit “A” prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit “A.”

Any and every project performed under this assignment by the Assignee shall require and be approved by the Assignor and TIPS by execution of the TIPS form entitled “Specific Project Approval for TIPS Vendor Contract Assignment”. TIPS shall enter the executed “Specific Project Approval for TIPS Vendor Contract Assignment” form in the Assignor’s file at the TIPS offices as a record of the permitted transaction under this assignment. All “Specific Project Approval for TIPS Vendor Contract Assignment” forms executed by the parties under this assignment shall be incorporated into this assignment document by reference as if copied verbatim herein.

Assignee is hereby notified that failure to timely submit a response to the next upcoming published TIPS Solicitation which encompasses Assignees offered goods or services may result in issuance of Rescission Notice of this Assignment. Termination of this and any other Assignment to which Assignee is a party may be set forth promptly and imposed immediately at TIPS sole discretion. It is the duty of Assignee to contact TIPS upon execution of this Assignment to identify the next upcoming published TIPS Solicitation which encompasses Assignees offered goods or services to which they must timely submit a response.

Any project performed under this assignment by the Assignee for another party approved by TIPS and the Assignor by execution of the form entitled “Specific Project Approval for TIPS Vendor Contract Assignment” to this assignment, and entered into by the Assignee with another party to provide goods or services under the assigned contract, shall survive the termination of this assignment or the termination of the Assignor’s original contract with TIPS until completion of the contracted project.

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit “A,” shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit “A” and is up to 2% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 2% of the total price of any sale under the assigned TIPS contract(s).

Payment and Performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee. **Prior to execution of this Agreement, Assignee must provide to TIPS proof of bonding capacity equivalent to the estimated cost of the anticipated project subject to this Assignment.** Assignee may need to provide additional capacity in the event that the estimated cost of the project subject to this Assignment increases. When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Assignee will meet the TIPS Member’s local and state purchasing requirements. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee due to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and shall be added to the purchase order or Contract.

Prior to execution of this Agreement, Assignee must provide to TIPS a completed TIPS Reference Form, provided by TIPS, in which Assignee must provide at least three (3) current and valid references from unaffiliated entities that have used Assignee’s services within the last three years. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without positive responses from three (3) of the provided references.

In consideration thereof, the Assignor acknowledges receipt of \$500.00 paid by cash by the Assignee.

Other additional consideration may be demanded and received by the assignor from the Assignee in relation to this assignment.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignor over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Dr. David Fitts

Signature: David Wayne Fitts

Title: Executive Director - Region 8 ESC

Address: 4845 US Highway 271 North

City, State Pittsburg, TX

Zip: 75686 Date: 7/26/21

Name of Assignor Company: Stringer Construction Management

Printed Name of Authorized Signatory: Myron Stringer

Signature: Myron Stringer

Title: Vice President

Address: 3702 Hillside Dr.

City, State Texarkana, TX

Zip: 75503 Date: 7/26/21

Name of Assignee Company: STX Underground LLC

Printed Name of Authorized Signatory: Rolando Martinez Jr.

Signature: Rolando Martinez

Title: President

Address: 144 Country Club Rd #2

City, State Brownsville TX

Zip: 78520 Date: 07/26/21

Primary Contact Name: Rolando Martinez Jr.

Primary Contact Phone: 956-312-6530

Primary Contact Email: stxundergroundllc@gmail.com

EXHIBIT “A” DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW

Exhibit “A” includes:

1. Assignor’s TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Competitive Sealed Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
3. Assignor’s response to the TIPS Request for Competitive Sealed Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor’s TIPS Vendor Agreement:

TIPS Request for Competitive Sealed Proposal:

Assignor’s Response to the TIPS Request for Competitive Sealed Proposal:

If all named documents for Exhibit “A” are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit “A” prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit “A.”

Assignor’s TIPS Vendor Agreement: Stringer Construction Management
https://www.tips-usa.com/assets/Vendorspdf/200201_Trades_Labor_Materials_JOC_Contract_Stringer_Construction_Management.pdf

TIPS Request for Competitive Sealed Proposal: RCSP 200201 - Trades, Labor and Materials (JOC)
<https://tips-usa.com/assets/Commoditypdf/200201%20RCSP%20Trades%20Labor%20and%20Materials.pdf>



July 30, 2021

Ignacio Amezcua
City of Pharr
Purchasing Director
118 S. Cage Blvd
Pharr, TX 78577

Re: Construction Project Management
Fiber Optic Network – Core Build
Project No. 2021-01-510-C006-001

Dear Mr. Amezcua,

Please accept this letter as a means to communicate our recommendation for acceptance of the Phase II Core Bid labor pricing as submitted by STX Underground in the amount of One Million Nineteen Thousand Five Hundred and Ninety-Three Dollars (\$1,019,593.00). The aforementioned pricing submitted was the lowest qualified amount presented during the procurement process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CDelAngel', is written over a circular blue ink stamp. The stamp contains some illegible text.

Carlos Del Angel
Senior Project Manager
Brownstone Consultants, LLC



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: July 26, 2021

MEETING DATE: August 2, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Hidalgo Police Department and Pharr Police Department over Jurisdictional and Interagency Support. **(TABLED)**

Classification: Regular

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

Issue: Memorandum of Understanding between Pharr Police Department and Hidalgo Police Department to collaborate on Jurisdictional and Interagency Support. This partnership is intended to outline each department's responsibility regarding Valley View ISD Schools in both cities. The Hidalgo Police Department has agreed to provide School Resource Police Officers for Valley View Schools within Pharr jurisdiction. The Hidalgo Police Department has agreed to have jurisdiction over school matters & school property and Pharr Police has agreed to continue with jurisdiction of all areas outside of school property.

Fiscal Consideration: There will be no additional costs to Pharr Pd for this Memorandum of Understanding.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this Memorandum of Understanding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/26/2021
New -

JURISDICTIONAL AND INTERAGENCY SUPPORT
MEMORANDUM OF UNDERSTANDING

HIDALGO POLICE DEPARTMENT AND PHARR POLICE
DEPARTMENT

WHEREAS. The Texas Education Code, Section 51.203 confers on commissioned peace officers of state institutions, jurisdiction in all the counties in which property is owned, leased, rented, or otherwise under the control of the institution, and

WHEREAS, The Texas Local Government Code confers on commissioned peace officers of the City of Pharr, jurisdiction within the city limits and for certain purposes throughout the county.

BE IT THEREFORE AGREED AS FOLLOWS: That the Hidalgo Police Department (HPD) and the Pharr Police Department (PPD) shall abide by the following articles:

ARTICLE 1:

HPD will assume primary jurisdiction within property owned, operated, rented, or leased by Valley View Independent School District within the City of Pharr (Valley View ISD/HPD jurisdiction site), and PPD shall retain concurrent jurisdiction.

ARTICLE 2:

HPD may exercise police powers outside of VVUSD property as required by and/or authorized by law. PPD may exercise police powers within Valley View ISD property located within the city of Pharr as required and/or authorized by law.

ARTICLE 3:

The department exercising primary jurisdiction will have on scene incident command.

ARTICLE 4:

Follow-up investigations will be conducted by the department having primary jurisdiction of the incident.

ARTICLE 5:

Federal Clery Act Compliance

- A. Pursuant to the Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, postsecondary schools are required to disclose statistics for certain crimes that occurred on campus and on public property within and

immediately adjacent to school-owned buildings and property.

- B. HPD is required to disclose statistics that are reported to the department as well as to local and state law enforcement agencies.

ARTICLE 6:

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Chief of Police
Hidalgo Police Department

Chief of Police
Pharr Police Department

Date

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: July 28, 2021

MEETING DATE: August 2, 2021

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with DPC Industries, Inc. from Corpus Christi, TX for the Purchase and Delivery of Chlorine & Calcium Hypo-Chlorite.

Classification: Consent

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

Issue: Contract Extension with DPC Industries, Inc. for Chlorine & Calcium Hypo-Chlorite this will be the final extension with this vendor. (Chlorine \$997.00/Ton, Chlorine \$164.75/150 lbs., and Calcium Hypo-Chlorite \$170.00/100 lbs.) Project# 1819-60-582-SP013-011

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the supply contract with DPC Industries, Inc. from Corpus Christi, Texas for an additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Gutierrez
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 7/28/2021
Approved - 7/29/2021
Approved - 7/30/2021
Approved - 7/30/2021
Approved - 7/30/2021
Final Approval - 7/30/2021



CITY OF PHARR

SUPPLY CONTRACT FOR PURCHASE OF CHLORINE AND SODIUM HYPO-CHLORITE

GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **CHLORINE AND SODIUM HYPO-CHLORITE** (Circle one or all) for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.
5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.
6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.
7. It shall be the responsibility of the vendor to pay for any and all tests of **ITEM(S)** and repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated **ITEM(S)**.
8. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

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

**CITY OF PHARR SUPPLY CONTRACT FOR PURCHASE OF CHLORINE AND
SODIUM HYPO-CHLORITE - CONTRACT GENERAL CONDITIONS AND
AGREEMENT Continued:**

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

Accepted this 9th day of August, 2019.

Cooper Davis
AUTHORIZED SIGNOR

Cooper Davis
TYPE/PRINT NAME

RGV - Territory Manager
TITLE

DPC INDUSTRIES, INC.
LEGAL COMPANY NAME

CITY OF PHARR
OWNER

Alex Meade
ALEX MEADE,
CITY MANAGER

Walter Ruckelshaus
WITNESS

**FINAL EXTENSION OF AGREEMENT
FOR PURCHASE & DELIVERY OF CHLORINE & CALCIUM HYPO-CHLORITE**

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE & DELIVERY OF CHLORINE & CALCIUM HYPO-CHLORITE, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **DPC Industries, Inc.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 5245 Sunbelt, Corpus Christi, TX 78408.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase & Delivery of Chlorine & Calcium Hypo-Chlorite, August 9, 2019 by which CONTRACTOR serves as the primary vendor to provide Chlorine & Calcium Hypo-Chlorite to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1819-60-582-SP013-011** and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of August 9, 2022. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for the Purchase & Delivery of Chlorine & Calcium Hypo-Chlorite has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20____ by the **CITY** of Pharr.

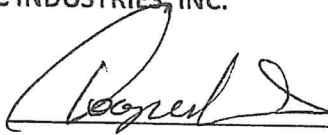
CITY OF PHARR

By: _____
Ed Wylie, Interim City Manager

By: _____
Attest

DATED this 16th day of July, 2021 by DPC Industries, Inc.

DPC INDUSTRIES, INC.

By: _____

RGV Territory Manager

Title



Witness

Adrienne Davis

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: July 29, 2021

MEETING DATE: August 2, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the Contract with SEA Consulting Engineers for Professional Engineering Services for the design and related construction phase services for the 2nd span of Pharr-Reynosa Bridge Project.

Classification: Regular

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

Issue: The proposed scope of work will include the final design, plans, specification, estimates and construction phase services related to the 2nd Bridge Span.

Fiscal Consideration: Original Contract Amount \$1,656,735.44

Amendment No. 1 \$3,988,334.00

Revised Contract Total **\$5,645,069.44**

Staff Recommendation: Staff recommends approval authorizing the amend the Contract with SEA Consulting Engineers for Professional Engineering Services for the design and related construction phase services for the 2nd span of Pharr-Reynosa Bridge Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 7/29/2021

Approved - 7/29/2021

Approved - 7/29/2021

Approved - 7/29/2021

Approved - 7/30/2021

Final Approval - 7/30/2021



**STRUCTURAL ENGINEERING
ASSOCIATES, INC.**
CONSULTING ENGINEERS

3838 N.W. LOOP 410
SAN ANTONIO, TX 78229

E-mail: (210) 735-9202
sea@seatx.com FAX (210) 735-2074

TBPE FIRM REGISTRATION No. F-199

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
MARTIN R. COVARRUBIAS, P.E.
FARREN S. BASSE, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
MELVIN K. LARA, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.
SAMIN DEHKHARGHANIAN, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
DAVID A. ROCHA, P.E.
ALLEN G. SHIAU, P.E.
SAM O. PALOMERO, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.
JAIME OZUNA JR., P.E.

July 28, 2021

Mr. Omar Anzaldua, Jr., P.E., City Engineer
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services Scope and Fee Proposal (REVISED)

Dear Mr. Anzaldua,

Per your request, we have reviewed and revised our previous professional services scope and fee proposal, which covers moving the project forward beyond the permitting and preliminary engineering stage. Our proposal remains broken into four separate sections:

- Plans, Specifications, and Estimate Preparation
- Bid Phase Services
- Construction Phase Services
- Continued Stakeholder Coordination and Final Permits

A written scope of services along with a detailed breakdown of the fee for each additional services section is included and attached to this cover letter. The total revised amount for the combined additional services is \$ 3,988,334. We anticipate that upon approval, these additional services will be added as addendum #1 to our existing contract for professional services.

We sincerely appreciate the City of Pharr allowing our SEA project team to continue the project design development and to usher the project to final construction completion and operations. As always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,

Sidney A. Mielke, P.E.
Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA
Luis Bazan, Bridge Director



WRITTEN DETAIL OF PROFESSIONAL SERVICES
for
EXPANSION OF THE PHARR-REYNOSA INTERNATIONAL BRIDGE

4. PLANS, SPECIFICATIONS AND ESTIMATE

The SEA Project Team will develop and submit for review and comment, sets of plans, specifications and construction estimates at a maximum of 3 design review phases, being 60%, 90% and 100% phases of completion. At the discretion of the City of Pharr, the plans may be developed to the 90% complete phase for the initial submission for review and comment. Specific elements included for the PS&E preparation include the following:

- New International Bridge Design (Entire Bridge)
- Create New International Bridge Construction Plans Set
- Create New International Bridge Construction Specifications Set
- Check Mexico's International Bridge Design (Entire Bridge)
- New Bridge Design of Approach Roadways Civil Components
- New Bridge Roadway and Approach Roadway Lighting Design
- New Bridge and Approach Roadway Striping and Signage
- New Overhead Sign Bridge, OSB Signage, Video Traffic Monitoring Design
- Existing Bridge Lighting Retrofit & Upgrade Design
- Geotechnical Borings and Geotechnical Design Recommendations Report – U.S. Side
- Review Mexico Geotechnical Design and Issue Design Recommendations Report
- Prepare Opinion of Probable Construction Cost (Estimate) for Project

The following deliverable will be developed and submitted for this work task:

- **Signed and Sealed Construction Plans, Specifications and Opinion of Probable Cost**

5. BID PHASE SERVICES

The SEA Project Team will assist the City of Pharr staff with the bid phase of the project. Specific elements for the bid phase services include:

- Bid Document Preparation
- Bid Phase Coordination with Stakeholders
- Pre-Bid Meeting Attendance
- Pre- bid Meeting Notes preparation
- Prepare Addenda as Required
- Attend Bid Opening & Prepare Bid Tabulation, Evaluation & Award Recommendation

The following will be developed and submitted for this work task:

- **Bid Tabulation and Award Recommendation**



WRITTEN DETAIL OF PROFESSIONAL SERVICES
for
EXPANSION OF THE PHARRR-REYNOSA INTERNATIONAL BRIDGE

6. CONSTRUCTION PHASE SERVICES

The SEA Project Team will assist the City of Pharr and its other consultants during the Construction Phase of the project. Specific elements included for the construction phase services include:

- Shop drawing & RFI review, response and administration
- Usual & Customary Construction Phase Observations - U.S. Side
- Limited Construction Phase Observations – Mexico Side
- Limited Construction Phase Project Management – Coordination of Construction Materials Testing & Resident Project Representative (CMT & RPR to be furnished by the City of Pharr)
- Substantial and Final Completion Walk Throughs, Observations and Reports – U.S. Side
- Completion Review and Report – Mexican Side

The following deliverables will be developed and submitted for this work task:

- **Substantial Completion Observation Report / Check List**
- **Final Completion Observation Report / Check List**
- **Mexican Side Review Report**
- **Record Plans Review (Record plans to be prepared and submitted by Contractor)**

7. STAKEHOLDER AGENCY CONSULTATIONS/COORDINATION & FINAL PERMITS

The SEA Project Team will continue ongoing consultations, coordination activities, and attendance at select Bi-National Bridges and Border Crossing Meetings. The SEA Team will also prepare applications for, submit, and coordinate the granting of the final permits required prior to commencement of construction activities.

- Federal and State agency Coordination & Consultation - Design and Construction Phases
- U.S. Coast Guard Permit
- IBWC Final Approval and License Agreement
- Supplemental Archeological On-Site Investigations (If required by FHWA)

The following deliverables will be developed and submitted for this work task:

- **U.S. Coast Guard Permit for Construction**
- **IBWC Final Approval and/or License Agreement for Construction**

The fee for this activity is being submitted as a budget not to exceed amount without approval. Amendments may be required if additional time is required to complete this task. Billings for this item will be on a actual hours and expenses expended basis.



WRITTEN DETAIL OF PROFESSIONAL SERVICES
for
EXPANSION OF THE PHARRR-REYNOSA INTERNATIONAL BRIDGE

3A. OVERALL PROJECT MANAGEMENT

For the PS&E development and the Construction Phase of the project, SEA will provide a required amount of internal and external management activities, which is not otherwise specifically identified within the scope of work. This project management as well as heretofore, unidentified attendance at meetings and briefings are minimally included within this scope item. No specific deliverables exist for this work task.

The fee for this activity is being submitted as a budget not to exceed amount without approval. Amendments may be required if additional time is required to complete this task. Billings for this item will be on a actual hours and expenses expended basis.

ADDITIONAL SERVICES FOR AMENDMENT NO. 1

The fee described in this amendment #1 for this project shall provide compensation to the Consultant for all amendment #1 services called for under this Agreement to be performed by him or under his direction, except the services as set forth in Attachment D to the original Professional Services Contract executed between the City of Pharr and Structural Engineering Associates, Inc., which shall continue to be considered as Additional Services.

CITY OF PHARR, TEXAS**PHARR-REYNOSA INTERNATIONAL BRIDGE****INTERNATIONAL BRIDGE EXPANSION - PLANS, SPECIFICATIONS & ESTIMATE PREPARATION****REVISION #1****7/28/2021****18-Jun-21****STRUCTURAL ENGINEERING ASSOCIATES, INC.**

PROPOSED MANHOURS/FEES - TOTAL FEE PROPOSAL

Task Description	Project Manager	Sr. Structural Engineer	Structural Engineer	Jr. Eng'r/ EIT	CADD Operator	Clerical	Other Direct Expenses	Total Hours	Total Fee
4 PLANS, SPECIFICATIONS & ESTIMATE									
A1 INT'L BRIDGE DESIGN - SEA	504	1040	2080	2080	520			6224	\$964,376.00
A2 INT'L BRIDGE CONST. PLANS - SEA	250	520	1040	1040	4160			7010	\$863,970.00
A3 INT'L BRIDGE CONST. SPECS - SEA	40	80	120	160		60		460	\$68,900.00
B CHECK MEXICO BRIDGE DESIGN - SEA	80	160	320	320				880	\$141,040.00
C APPR ROADWAY DESIGN & SPECS- PD								0	\$148,050.00
D NEW BRIDGE LIGHTING DESIGN - PD								0	\$137,350.00
E BRIDGE&APPR STRIPING & SIGNAGE-PD								0	\$32,600.00
F ITS OSB & CCTV DESIGN - PD								0	\$179,200.00
G EXIST BRIDGE LIGHTING UPGRADE -TBD								0	\$75,000.00
H INSTALL SURVEY CONTROL - PD								0	\$54,500.00
I UTILITY COORDINATION - PD								0	\$13,400.00
J GEOTECH BORINGS & REPORT - RK								0	\$89,850.00
K REVIEW MEXICO GEOTECH & REPORT-RK								0	\$20,900.00
									\$2,789,136.00
3A2 OVERALL PROJ MANAGEMENT (PS&E)	440	220						660	\$137,940.00
Hourly Rates	1314 \$209.00	2020 \$209.00	3560 \$168.00	3600 \$116.00	4680 \$98.00	60 \$85.00		15234	\$2,927,076.00

REVISION #1
7/28/2021
18-Jun-21

[illegible]

REVISION #1
7/28/2021
18-Jun-21

Task Description	Project Manager	Sr. Structural Engineer	Structural Engineer	Jr. Eng'r/EIT	CADD Operator	Clerical	Other Direct Expenses	Total Hours	Total Fee
6 CONSTRUCTION PHASE SERVICES									
A1 SHOP DRAWING/RFI/CONST ADMIN	80		80	160				320	\$48,720.00
A2 LIMITED CONSTR OBSV (US SIDE) - SEA	540		540				\$70,000.00	1080	\$273,580.00
A3 CONST. OBSERVATION CIVIL - PD								0	\$89,100.00
A4 LIMITED CONSTR MANAGEMENT (US SIDE)	320						\$35,000.00	320	\$101,880.00
A5 LIMITED CONSTR OBSERVATION (MEX SIDE)	160						\$25,000.00	160	\$58,440.00
B SUBSTANTIAL/FINAL COMPL (US SIDE)	20		40	40			\$10,000.00	100	\$25,540.00
C FINAL CONSTR REVIEW (MEX SIDE)	20		40	40			\$10,000.00	100	\$25,540.00
FULL TIME RESIDENT PROJECT REPRESENTATIVE		(TO BE PROVIDED BY THE CITY OF PHARR)						0	\$0.00
CONSTRUCTION MATERIALS TESTING		(TO BE PROVIDED BY THE CITY OF PHARR)						0	\$0.00
3A3 OVERALL PROJ MANAGEMENT CONST)	0							0	\$0.00
Hourly Rates	1140 \$209.00	0 \$209.00	700 \$168.00	240 \$116.00	0 \$98.00	0 \$85.00		2080	\$622,800.00

CITY OF PHARR, TEXAS
PHARR-REYNOSA INTERNATIONAL BRIDGE
INTERNATIONAL BRIDGE EXPANSION - CONTINUED STAKEHOLDER COORDINATION & FINAL PERMITS

REVISION #1
7/28/2021
18-Jun-21

STRUCTURAL ENGINEERING ASSOCIATES, INC.
PROPOSED MANHOURS/FEES - TOTAL FEE PROPOSAL

Task Description	Project Manager	Sr. Structural Engineer	Structural Engineer	Jr. Eng'r/ EIT	CADD Operator	Clerical	Other Direct Expenses	Total Hours	Total Fee
7A CONTINUED PROJECT COORDINATION/CONSULTATIONS									
FED&STATE COORDINATION - SEA	320						\$12,000.00	320	\$78,880.00
-KA								0	\$211,120.00
SUBTOTAL CONTINUED FEDERAL & STATE AGENCY COORDINATION / CONSULTATION									\$290,000.00
7B FINAL REQUIRED PERMITS									
US COAST GUARD & IBWC PERMITS - SEA	80			80				160	\$26,000.00
-KA								0	\$25,200.00
								0	\$51,200.00
2B-1 SUPPLEMENTAL ARCHEOLOGICAL INVESTIGATIONS									
ARCH. AGENCY COORDINATION - RK								0	\$2,606.00
ARCHEOLOGICAL INVESTIGATIONS - RK								0	\$15,706.00
REPORTING & CURATIONS - RK								0	\$7,438.00
SUBTOTAL SUPPLEMENTAL ARCHEOLOGICAL INVESTIGATIONS									\$25,750.00
3A2 OVERALL PROJ MANAGEMENT								0	\$0.00
Hourly Rates	400 \$209.00	0 \$209.00	0 \$168.00	80 \$116.00	0 \$98.00	0 \$85.00		480	\$366,950.00

Lump Sum Services

PAPE-DAWSON LABOR		<i>Cost</i>	<i>% of Fee</i>
1	Roadway & Drainage Design	\$137,500.00	21%
2	Illumination	\$127,600.00	19%
3	Signing and Pavement Markings	\$32,600.00	5%
4	Intelligent Highway Signs	\$166,400.00	25%
5	Survey	\$54,500.00	8%
6	Project Management	\$33,100.00	5%
7	Utility Coordination	\$13,400.00	2%
8	Bid Phase Services	\$13,000.00	2%
9	Construction Phase Services	\$89,100.00	13%
TOTAL LUMP SUM PROJECT COST		\$667,200.00	

PAPE-DAWSON

Task		
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1. Roadway & Drainage Design

- Overall site plan (1 sheet)
- Layout Sheets (15)
- Typical Section Sheets (2)
- Grading Sheets (3)
- Horizontal Alignment Data Sheets (2)
- Drainage Sheets (2)
- Road & Draiage Standards (12)
- Special Detail Sheets (2)
- TCP Sheets (5)
- TCP Standards (10)
- Cross-Sections (25)
- SWPPP Sheets (15)
- SWPPP Standards (6)
- Quantity & Estimate Sheets (3)
- Hydraulic Data Sheets (3)
- Scour Calcs (1)
- 30% Estimate, Utility and Plan Review Meeting
- 60% Estimate, Utility and Plan Review Meeting
- Final Estimate, Utility and Plan Review Meeting

Roadway & Drainage Design	Subtotal	\$137,500.00
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2. Illumination

- Layout Sheets (15)
- Conduit/Conductor Schedule (15)
- Circuit Diagrams (3)
- Electric Service Summary Sheet (1)
- Standard Drawings (20)
- 30% Estimate, submittal, review
- 60% estimate, submittal, review
- Final estimate, submittal review
- Existing Bridge Lighting Upgrade

Illumination	Subtotal	\$127,600.00
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PAPE-DAWSON

Task		
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3. Signing and Pavement Parkings

- Layout Sheets (15)
- Detail Sheets for Crossovers (3)
- Detail Sheets for End Points (2)
- Standard Drawings (30)
- 30% Estimate, submittal, review
- 60% estimate, submittal, review
- Final estimate, submittal review

Signing and Pavement Parkings	Subtotal	\$32,600.00
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4. Intelligent Highway Signs

- Layout Sheets (15)
- Overhead Sign Bridge Views with HIS (5)
- Communication Network Layout (1)
- Special Detail Sheets (5)
- Special Electric Power Design Details
- Standard Drawings (30)
- 30% Estimate, submittal, review
- 60% estimate, submittal, review
- Final estimate, submittal review

Intelligent Highway Signs	Subtotal	\$166,400.00
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5. Survey

- Coordination with CBP, BP, City, Mexican Officials
- Re-stake bore holes (approx. 25)
- Additional survey at US station
- Survey of utility lines after SUE
- Additional survey for H&H, scour
- Additional survey for cross-sections
- Generate planimetric drawing in Microstation

PAPE-DAWSON

Task		
QC planimetric drawing		
Direct Expenses		

	Survey	Subtotal	\$54,500.00
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6. Project Management

- Coordinate w/ SEA
- Coordinate w/ Caxcan
- Project Invoices
- Direct Expenses
- Project Closeout

	Project Management	Subtotal	\$33,100.00
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7. Utility Coordination

- Utility conflict matrix (update each submittal)
- Utility Coordination report (update each submittal)
- Two initial utility coordination meetings

	Utility Coordination	Subtotal	\$13,400.00
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8. Bid Phase Services

- Special Specs
- Addenda Support
- Attend Pre-Bid Meeting
- Answer Contractor Questions
- Evaluate Bids

	Bid Phase Services	Subtotal	\$13,000.00
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PAPE-DAWSON

Task		
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9. Construction Phase Services

- Shop Drawing Review- Rdwy & Drainage
- Shop Drawing Review- Signage & Pvmt Mkgs
- Shop Drawing Review- Illumination
- Shop Drawing Review- Intelligent Highway Signage
- Respond to RFIs
- Construction Meetings (Virtual Monthly Mtgs @ 16 mos)
- Virtual Pre-Con Meeting
- Substantial & Final Walk Throughs (2 mtgs x 3 people)
- Misc Trip (2 mts x 3 people)
- Meeting minute review & observation reports
- Review Pay Applications
- Mileage (4 trips)

Construction Phase Services	Subtotal	\$89,100.00
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Totals	\$667,200.00
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Proposal No. PMA21-033-00 (Revised)
July 12, 2021

Mr. Sidney "Sid" A. Mielke, P.E.
Senior Project Manager
Structural Engineering Associates, Inc.
3838 Northwest Loop 410
San Antonio, Texas 78229

**Re: Revised Proposal for Geotechnical Engineering Services
Proposed Pharr-Reynosa International Bridge Expansion
About 0.6-Miles South of the Intersection of
S. Cage Road and W. Military Highway
Pharr, Hidalgo County, Texas**

Dear Mr. Mielke:

On the basis of our telephone conversation held with you on Monday, September 23, 2019, the documents received by our office from you via electronic-mail attachment on Monday, September 30, 2019, and the electronic-mail transmittal received by our office from you on Friday, June 4, 2021, and on Thursday, July 8, 2021, **RABA KISTNER Consultants, Inc. (RKCI)** is pleased to submit this proposal for Geotechnical Engineering Services to Structural Engineering Associates, Inc. (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions at the subject site and to provide foundation and pavement design and construction recommendations for the proposed bridge structure expansion. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

FIRM QUALIFICATIONS AND EXPERIENCE

RKCI is recognized as one of the Southwest's largest consulting firms offering our engineering specialties. We provide professional program and project management services and self-perform:

- Geotechnical Engineering;
- Construction Materials Engineering, Testing, and Observation;
- Building Envelope Testing and Consulting
- Environmental Permitting; and
- Cultural Resources

Our multi-disciplined team consists of civil, environmental, geotechnical, materials, and facilities engineers; LEED APs; environmental geologists; scientists; archaeologists; technicians; and support personnel.



RKCI's Geotechnical and Construction Materials Engineering and Testing staff and laboratories are among the largest in the State of Texas. For over 30 years, our firm has played an integral role in the expansion of the Rio Grande Valley of Texas. We have two primary local facilities—offices in McAllen and Brownsville. The McAllen facility, the largest geotechnical engineering laboratory in the Valley, has more than 5,200 square feet of air-conditioned space encompassing advanced technology in the geotechnical and materials testing laboratory. We are honored that public agencies and businesses in the Valley have recognized our engineering capabilities and have allowed us the opportunity to provide consultation on their projects. This local familiarity adds to the quality of services we are able to provide to Structural Engineering Associates, Inc.

RKCI's McAllen laboratory is both accredited by AASHTO and validated by the U.S. Army Corps of Engineers for the disciplines of soils testing, aggregate testing, asphalt testing, and Portland cement/concrete testing. As part of these accreditations, our quality assurance programs and documentation are reviewed to verify the training of our employees, the calibration of our testing equipment, and the correct implementation of the testing procedures.

We have performed geotechnical services and construction materials observation and testing services on a significant number of commercial and federal projects within the Valley and have extensive experience in the Pharr-Reynosa area. Our previous work in the vicinity facility provides with an insight into the anticipated subsurface conditions that will affect the design and construction of the proposed bridge expansion.

A more complete statement of qualifications of our firm is available upon request.

PROJECT DESCRIPTION

We understand that the proposed project consists of the design and construction of an about 7,000 ft long, about 57 ft wide, bridge structure expansion to the existing Pharr-Reynosa International Bridge structure. The existing Pharr-Reynosa International Bridge structure is situated about 0.6-miles south of the intersection of S. Cage Road and W. Military Highway in Pharr, Hidalgo County, Texas.

Further, we understand that our scope of services will not include field and laboratory services for the part of the project located in Mexico. The field and laboratory services in Mexico will be performed by another party, and their report will be provided to us for review and for deep foundation recommendations.

The proposed bridge expansion is expected to create moderate to heavy loads to be carried by the foundation system, which is anticipated to consist of a deep foundation system. The pavement systems are anticipated to consist of a combination of flexible (asphalt) and/or rigid (concrete) pavements.

FIELD STUDY

On the basis of the information provided to us by the CLIENT, geologic evidence, and our experience with subsurface conditions in the vicinity of this site, we propose to conduct the following drilling scheme.

Proposed Structure	Number of Borings	Depth, ft. *
International Bridge Expansion	20	75

* below the existing ground surface elevation, or auger refusal, whichever occurs first.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. We understand that the ground surface elevations, station numbers and offset information will be provided to **RKCI** to include in our Wincore logs.

Samples will be taken using Texas Cone Penetration (TCP) tests. In addition, split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards will be used for laboratory testing purposes. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be grouted with cement-bentonite mix.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface strata. The laboratory testing is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strength tests, dry unit weight tests, unconsolidated-undrained (UU) triaxial shear strength tests, hydrometers, consolidations, corrosivity tests (including electrical resistivity, pH, and chloride and sulfate content determination), consolidated-undrained (CU) triaxial shear strength tests grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards. For pavement design analyses, a California Bearing Ratio (CBR) test value will be assumed based on the laboratory classification test results in order to estimate the shear strength characteristics of the subgrade soils.

ENGINEERING ANALYSIS AND REPORT

U.S. Side of the Project

The results of our field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written engineering report. Included therein will be recommendations concerning the design and construction of the foundation and pavement systems for the proposed international bridge expansion. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
 - deep foundation recommendations;
 - L-Pile parameters;
 - available soil-bearing pressures;
 - settlement and global stability analysis for the embankments, where applicable; and
 - groundwater considerations.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - deep foundation excavations;
 - potential reuse of on-site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction requirements.
- Seismic region condition evaluations.

Also included in the report will be general guidelines for the construction of pavements for the proposed roadway alignment. These guidelines will be based on the results of classification testing completed on specimens from the pavement areas and on our experience with similar soils.

Mexico Side of the Project

RKCI's staff of engineers will conduct a cursory review of the Geotechnical Engineering Report prepared by others for the Mexico side of the proposed project, once the report is provided to **RKCI**. Upon completion of the cursory review, our report will include the following information and recommendations:

- Foundation design considerations and recommendations, including:
 - deep foundation recommendations;
 - L-Pile parameters; and
 - groundwater considerations.
- Foundation construction considerations, including:

- deep foundation excavations; and
- excavation considerations.

Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations. Also, specific information concerning anticipated traffic loadings and frequencies for the pavement areas will be critical in the preparation of pavement recommendations.

The final report will be submitted in a PDF format via electronic-mail attachment. Only upon the CLIENT's request, we will reproduce the report in a spirally-bound copy.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within five working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rig and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site. The field exploration and laboratory testing phases of the study are expected to take approximately thirty working days to complete. The engineering report will be submitted within an additional fifteen working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is \$110,750.00. Should unusual subsurface conditions be encountered in the field which indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI requests to be provided with a site plan of the project site, illustrating the location of the proposed international bridge expansion. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig will be provided by the CLIENT prior to our field exploration services. We request that prior to our mobilization on site, the CLIENT coordinate access to the site for the purposes of the field exploration activities, as well as written documentation and field markings of the locations of all existing utilities within the project site. **RKCI** cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in multiple design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to perform the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

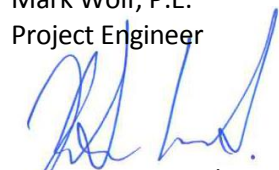
Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted By:



Mark Wolf, P.E.
Project Engineer



Katrin M. Leonard, P.E.
Vice President

(Signature)

(Typed or Printed Name)

(Title)

(Date)

MW/KL

Copies submitted: Above (1)

Enclosures: Attachments I and II



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

Proposal No. PSF21-184-00
June 9, 2021



12821 W. Golden Lane
San Antonio, TX 78249

Mr. Sidney Mielke, P.E.
Senior Project Manager
Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, Texas 78229

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Cultural Resources Investigations
Proposed Pharr-Reynosa International Bridge Expansion Project
Hidalgo County, Texas
Lat: 26.076590 Lon: -98.203663**

Dear Mr. Mielke:

Raba Kistner Inc. (RKI) is pleased to submit this proposal to Structural Engineering Associates, Inc. (CLIENT), for cultural resources investigations for the aforementioned project. The proposed undertaking will involve the expansion of the existing, approximately 1.5-mile long, Pharr-Reynosa International Bridge, encompassing 22 acres, as well as improvements to approximately 16-acres of Port of Entry (POE) property. In total, the Project Area encompasses approximately 38-acres in Hidalgo County, Texas. Funding for the project will come from federal transportation funds provided by the Texas Department of Transportation (TxDOT), a political subdivision of the State. As such the project is subject to review under Section 106 of the National Historic Preservation Act (NHPA) and the Antiquities Code of Texas (ACT) (Texas Natural Resources Code, Title 9, Chapter 191). These legislations call for the assessment of all improvement activities that have a potential to disturb historically significant resources and subsurface deposits on projects with federal involvement and lands owned by the State or one of its political subdivisions. Oversight of compliance with Section 106 is provided by TxDOT, while the ACT is administered by the Texas Historical Commission (THC).

In anticipation of the proposed undertaking, **RKI** proposes to conduct an intensive archaeological investigation comprised of a pedestrian survey augmented with shovel testing within the limits of the Area of Potential Effect (APE). For this project, the APE is defined as the entire 38-acre facility footprint consisting of the 22-acre, 1.5-mile long segment of the Pharr-Reynosa International Bridge and the 16-acre area within the boundaries of the POE. During the pedestrian survey, **RKI** Archaeologists will utilize shovel testing to search for shallowly buried cultural deposits, and will document any historic standing structures within the APE. If feasible, using only survey-level efforts and field methods, the staff will document and assess the State Antiquities Landmark (SAL) and National Register of Historic Places (NRHP)-eligibility of cultural resources identified during the survey.

TASK 1: AGENCY COORDINATION, SCOPE OF WORK, AND PROJECT MANAGEMENT

Prior to field investigations, **RKI** will prepare a Scope of Work (SOW) that will be submitted to TxDOT and the THC for review. The SOW will describe the proposed undertaking and outline the methods to be employed during the investigations. If the SOW is accepted by the reviewing agencies, the THC will issue a Texas Antiquities Committee (TAC) permit to conduct the work. Once the permit is issued, **RKI** will conduct

the intensive archaeological investigations for the proposed project. Project management will consist of project set-up, coordination of schedules with the CLIENT and subcontractors, scheduling **RKI** staff, and establishing management and safety protocols.

TASK 2: ARCHAEOLOGICAL INVESTIGATIONS

Pedestrian Survey with Shovel Testing

The pedestrian survey will be conducted by a team of two (2) archaeologists walking along transects no greater than 30 meters (m) (100 feet) apart for the entire 38-acre APE. During the pedestrian survey, archaeologists will conduct a visual inspection of the ground surface and erosional profiles of cut banks for cultural materials. As a part of any archaeological survey, existing standing structures and/or above-ground resources within the APE will be photo-documented.

In addition to visual inspection of the ground surface, subsurface testing will be conducted via shovel testing. Shovel tests will be excavated in 100-m (328-foot) intervals to a maximum depth of 1 m (3 feet) below surface, if possible. The shovel tests will measure between 13 to 14 inches (32 to 35 centimeters [cm]) in maximum diameter and will be excavated in 8 inch (20 cm) arbitrary levels. All soils will be screened through a ¼-inch mesh to observe artifacts. If a given shovel test is positive for cultural materials, additional shovel tests will be excavated to delineate the positive shovel test and determine the site boundaries. A shovel test form will be filled out for each excavated unit. The form will contain information on the soils encountered, the artifacts recovered, disturbances noted and references to samples retained and photographs taken.

Artifact Collection Policy

RKI will apply a limited artifact collection policy during this study, meaning that only unique and temporally-diagnostic artifacts will be collected during the intensive archaeological investigations. Furthermore, depending on the temporal affiliation of any identified features, collection and documentation may also include a sample of the features content. Diagnostic materials and feature samples can aid in assessing the ages of the deposits and features. By collecting only temporally-diagnostic artifacts, **RKI** will limit permit-mandated curation costs. All artifacts and project-related documentation produced during the investigations will be curated in accordance with THC requirements for State Held-in-Trust collections, and federal regulation 36 CFR Part 79.

TASK 3: REPORTING AND CURATION

Following the completion of the field investigations, **RKI** staff will produce a technical draft report of findings. The draft will be produced in accordance with the Rules of Practice and Procedure of the THC, as outlined in Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. It will describe the cultural setting of the APE, investigative methodology, and the study's findings. The draft report will also include recommendations for either further work or no further work, with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2). The report will then be submitted to the CLIENT for review. Upon approval by the CLIENT, **RKI**

will submit copies of the draft report to TxDOT and the THC for their review. Following the completion of the review, **RKI** will make revisions, if any, and prepare the final report under the ACT permit.

ITEMS TO BE PROVIDED BY CLIENT

- Property Access
- Project footprint file (CAD, kml, shapefile, or .pdf)
- Previous environmental related studies, if applicable

Limitations

1. *Access:* **RKI** assumes unfettered access the APE. Any right-of-entry permissions, gate combinations, etc. required to access restricted areas should be provided by the CLIENT to **RKI** prior to field mobilization.
2. *Backhoe trenching/Additional site testing/data recovery:* **RKI** assumes no backhoe trenching or additional site testing/data recovery will be required for the proposed project. If, during the investigations deposits are discovered, and the reviewing agency requests backhoe trenching or additional investigations, the costs associated with such investigations will be addressed in a subsequent change order.
3. *Documentation of Cultural Resources:* **RKI** assumes the documentation of a maximum of two (2) new archaeological sites for the project based on its cultural and environmental setting. Should additional archaeological sites or cultural resources (including above ground structures) be encountered, the costs associated with documenting those resources will be addressed in a subsequent change order.
4. *Unmarked Burials:* In the event that human remains are encountered in any subsurface context, work will halt immediately, precautions will be taken, and a new proposal and fee will be submitted to ensure compliance with the amended Texas Health and Safety Code for unmarked burials¹.
5. *Special Analysis:* No special analyses will be conducted as part of this scope.

COST AND SCHEDULE

We will complete the intensive cultural resources survey for a **LUMP SUM FEE** according to the table below. If the agencies require additional archaeological investigations, **RKI** will consult with the CLIENT and provide a new cost for additional efforts.

¹ <http://www.capitol.state.tx.us/tlodocs/81R/billtext/doc/HB02927F.doc>

Standard Services	Total
Task 1: Agency Coordination, Scope of Work, and Project Management	\$2,606.00
Task 2: Archaeological Investigations	\$15,706.00
Task 3: Reporting and Curation	\$7,438.00
Standard Services Estimated Total	\$25,750.00

RKI is prepared to begin agency consultation for the project within five business days upon receipt of notice to proceed. Cultural resources investigations will be completed within an estimated seven (7) days. A technical report of investigations will be completed within 20 to 25 business days from the completion of field investigations.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.

Accepted By _____
(Signature)


Antonio E. Padilla, M.A., RPA
Assistant Director Cultural Resources

(Typed or Printed Name)

AEP/srw

(Title)

Attachments:

I – Standard Terms and Conditions

Date _____

II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

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Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

King Advising, LLC

OUTLINE of ADDITIONAL SCOPE OF SERVICES for EXPANSION OF THE PHARR INTERNATIONAL BRIDGE

2G. AGENCY COORDINATION AND CONSULTATION DURING THE ENVIRONMENTAL, DESIGN DEVELOPMENT AND PROCUREMENT PHASES OF THE PROJECT

Continuous consultation with federal, state and local agencies is critical throughout all phases of an international bridge project. Prior consultations have been successful in expediting the review and approval of the Presidential Permit. It is important to continue those consultations as the environmental and design activities move forward.

While the focus of the consultations will be with the Federal Executive Branch agencies, we will also consult with the necessary Texas agencies, such as TxDOT.

A key part of these consultations will be the regular participation in the important binational coordinating mechanisms: the U.S.-Mexico Binational Bridges and Border Crossings Group (BBBXG) and the U.S.-Mexico Joint Committee on Transportation Planning (JWC).

These coordination meetings will be integrated into previously identified coordination activities, whenever possible to minimize duplication of effort and expenses. This item of work also includes time and expenses to attend periodic, but as of yet unscheduled meetings such as the BBBXG or JWC.

The fee for this activity is being submitted as a budget not to exceed amount without approval. Amendments may be required if additional time is required to complete this task. Billings for this item will be on an actual hours and expenses expended basis.

2H. PREPARATION AND SUBMISSION OF COAST GUARD, IBWC AND OTHER PERMITS

King Advising LLC will assist SEA in the preparation of the necessary permits required by the U.S. Coast Guard, the International Boundary and Water Commission, the U.S. Corp of Engineers and others as required.

2I. AGENCY COORDINATION AND CONSULTATION DURING THE CONSTRUCTION PHASE OF THE PROJECT

Consultations with the multiple federal and state agencies will continue throughout the construction phase of the project to ensure that all stakeholders are kept informed of the status of the project to assist in the resolving any issues that may come up.

The fee for this activity is being submitted as a budget not to exceed amount without approval. Amendments may be required if additional time is required to complete this task. Billings for this item will be on an actual hours and expenses expended basis.

July 28, 2021

	Item	Hours	Fee @ \$315/hr	Travel Hours	Fee @ \$157.50/hr	Travel Costs	Total Costs	Comments
2G	Coordination and consultation assistance for the City of Pharr with Federal and State stakeholders during the Environmental, Design Development and Procurement Phases of the project. Includes telephone, video and conference calls, emails and correspondence to federal agencies and monthly status updates. Includes travel by two (2) to participate in three (3) meetings.	328	\$103,320	96	\$15,120	\$15,600	\$134,040	Assumes a 18 month project duration (Sept 2021 - February 2023). Assumes 6 trips at an estimated travel cost of \$2600 per person. Includes travel to City of Pharr, and participation in meetings of the BBBXG and JWC.
2H	Assist in the preparation and submission of the applications for Coast Guard, IBWC and other Permits	80	\$25,200				\$25,200	Assist SEA in preparation and submission of applications for Coast Guard, IBWC and other permits.
	Subtotal for Environmental, Design Development, Procurement, and Permitting						\$159,240	
	Item	Hours	Fee @ \$320/hr	Travel Hours	Fee @ \$160.00/hr	Travel Costs	Total Costs	Comments
2I	Coordination and consultation assistance for the City of Pharr with Federal and State Stakeholders during the Construction Phase of the project. Includes telephone, video and conference calls, emails and correspondence to federal agencies and monthly status updates. Includes travel by two (2) to participate in one meeting.	208	\$66,560	32	\$5,120	\$5,400	\$77,080	Assumes a 16 month project duration (March 2023 - June 2024). Assumes 2 trips at an estimate travel cost of \$2700 per person.
	Subtotal for Construction Phase						\$77,080	
	Total Fee Proposal						\$236,320	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: July 30, 2021

MEETING DATE: August 2, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, is any, on collective bargaining labor agreement between Pharr Police Officers Association and the City of Pharr for FY2021-2022 thru FY2023-2021

Classification: Regular

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

Issue: Police union submitted their intent to bargain on a timely manner, contract in place has been at impasse for two years.

Fiscal Consideration: \$582,700 for next FY

\$982,300 over 3 years

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/30/2021
Approved - 7/30/2021
Approved - 7/30/2021
Final Approval - 7/30/2021



COLLECTIVE BARGAINING LABOR AGREEMENT

BETWEEN THE

CITY OF PHARR, TEXAS

AND THE

PHARR POLICE OFFICERS ASSOCIATION (PPOA)

FY 2021-22 THROUGH FY 2023-24



CITY HALL ▪ 118 S CAGE BLVD ▪ PHARR, TEXAS 78577 ▪ PHARR-TX.GOV

SIGNATURE & EXECUTION PAGE

**THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED,
REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED
BELOW:**

THE CITY OF PHARR, TEXAS

(Approved by Pharr City Commission action on _____, 2021)

By: _____
Ambrosio Hernandez, Jr.
Mayor

By: _____
Edward Wylie
City Manager

By: _____ Dated: _____
Imelda Barrera
Asst. City Clerk

**PHARR POLICE OFFICERS ASSOCIATION
(PPOA)**

(Approved by PPOA Membership on _____, 2021)

By: _____
Daniel Leal
President, PPOA

_____ Dated: _____
Jose De Hoyos
Secretary, PPOA

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GRIEVANCE FORMS

2 pages

APPENDIX “A” – PAY TABLE

5 pages

ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are as follow: 1) the CITY OF PHARR, TEXAS, and 2) the PHARR POLICE OFFICERS ASSOCIATION (PPOA)

Section 2. The CITY OF PHARR, TEXAS, hereafter referred to as the “the CITY OF PHARR”, or the “CITY”, is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipalities under the Constitution and the Laws of the State of Texas.

Section 3. The PHARR POLICE OFFICERS ASSOCIATION (PPOA or ASSOCIATION) is an Association, as such is defined in Chapter 174, Texas. Local Gov’t Code (“TLGC”) for the purpose of representing full-time certified and commissioned police officers concerning compensation, hours, grievances, and other conditions of employment affecting police officers covered under Chapter 174, TLGC.

Section 4. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS AGREEMENT

Section 1. It is the intent and purpose of this Agreement to give effect to the rights and privileges bestowed upon the CITY OF PHARR police officers by virtue of a duly recognized adoption election that established collective bargaining authority to the police officers employed by the CITY OF PHARR. It is further the purpose of this Agreement to satisfy any and all obligations imposed upon the CITY OF PHARR under Chapter 174, Texas Local Gov’t Code, to bargain collectively with a recognized association or union for the police officers.

Section 2. It is further the intent and purpose of this Agreement to establish procedures that will allow the PARTIES to resolve, in a fair and orderly manner, and with minimal disruption to police department operations, any grievances, complaints, or disputes that may arise from time to time relating to the implementation and enforcement of the terms of this Agreement.

Section 3. Definitions & Use of Terms. For purposes of this Agreement, the language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage; provided, however, that the terms defined in the Glossary of Terms contained in this Agreement shall otherwise prevail.

ARTICLE 3. RECOGNITION CLAUSE & RELATED MATTERS

Section 1. The CITY OF PHARR hereby recognizes the PHARR POLICE OFFICERS ASSOCIATION (PPOA) as the majority bargaining agent (MBA) for all qualified law enforcement officers, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 143, TLGC.

Section 2. This Labor Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall encompass three fiscal years, from October 1, 2021 through September 30, 2024.

Section 2. Hold-Over Provisions. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this agreement under its terms, all terms of this current Agreement shall remain in full force and effect until replaced by a successor Agreement, but in no event shall continue longer than 2029.

Section 3. Whenever wages, rates of pay, or any other matters requiring an appropriation of monies by the CITY are included as a matter of collective bargaining, it shall be the obligation of the ASSOCIATION to serve written notice of the request for collective bargaining on the CITY OF PHARR no less than one hundred twenty (120) days prior to the conclusion of the CITY's fiscal year. Such notice shall be in writing and shall be delivered to the City Manager and the City Clerk.

Section 4. Thereafter, it shall be the obligation of the parties to meet within a reasonable time (ten business days) after receipt of the written notice, and thereafter, to confer in good faith for the purposes of addressing collective bargaining issues. The initial meeting after notice is given shall be for the purposes of setting, dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of triggering any applicable statutory dates or deadlines. Thereafter, the PARTIES may extend deadlines by mutual agreement, in writing, executed by the Chief Negotiator for each PARTY.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. Civil Service Law. The PARTIES understand and agree that under the provisions of § 174.006, Texas Local Gov't Code, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174 unless the collective bargaining contract specifically provides otherwise. To the extent that provisions of this Labor Agreement address matters contained in Chapters 141, 142, or 143, TLGC, the contractual terms contained herein shall prevail.

Section 2. Other Laws: Nothing in this agreement is intended to detract from any rights, privileges, duties that an individual police officer may have under civil rights or anti-discrimination laws, whether state or federal, which a public employee would otherwise have.

Section 3. Other Rules & Regulations. The duly adopted Police Department Rules & Regulations and any other Standard Operating Procedure, shall continue to apply and be enforced by management, except as, otherwise, specifically provided for in this Labor Agreement

ARTICLE 6. MANAGEMENT RIGHTS

Section 1. The PARTIES understand and agree that the CITY OF PHARR, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapters 143 and 174, Texas Local Gov't Code.

Section 2. The powers, privileges, authority, and responsibilities retained by the CITY OF PHARR includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- A. General management and administrative control and authority over the Police Department, including its properties, facilities, and equipment, operations, and staffing;
- B. Determination of the Police Department's overall budget from year to year;
- C. Determination of which Police Department programs, functions, and operations to implement;
- D. Determination over the Police Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- E. Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures created, adopted, or amended under the authority of the Chief of Police, the City Manager, or the City Commission.
- F. Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- G. Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- H. Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;
- I. Control of performance, production and service standards within the Police Department.

ARTICLE 7. MAINTENANCE OF STANDARDS

Section 1. All fiscal benefits, privileges, and working conditions existing in the Police Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2. The PARTIES expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational need of the Department and the CITY and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3. This Article is intended to supplement the preceding Article on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the Article on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 8. PROMOTIONAL ELIGIBILITY REQUIREMENTS

Section 1. Promotional Exam Grading: That parties hereby agree to modify § 143.033(c), TLGC, relating to the calculation of promotional examination grades, to provide that a police officer's seniority points, if any, shall not be added to that officer's raw test score unless the officer first receives a passing grade of seventy (70) or better on the written test.

Section 2. Time In Grade Modification. To qualify for the civil service examination for the classification of Sergeant, a member must first have a minimum of five (5) years of experience in the next lower classification. The Parties agree that a member's probationary first year is counted towards the five (5) year minimum provided by this Article.

Section 3. To qualify for the civil service examination for the classification of Lieutenant, the employee must qualify pursuant to 143.028 TLGC.

Section 4. Deputy Chief. The Deputy Chief Positions will be selected from supervisory personnel at the rank of Sgt. or above.

Section 5. The foregoing modifications provisions are specifically authorized under §174.006(a), TLGC and the parties intend to give it full effect to the foregoing modifications.

ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION

Section 1. Base Pay Per Rank. See Pay Table, Appendix A

Section 2. Seniority Pay. See Pay Table, Appendix A.

Section 3. Longevity Pay. See Pay Table, Appendix A.

Section 4. Certification Pay. See Pay Table, Appendix A.

Section 5. Education Pay. See Pay Table, Appendix A.

Section 6. Assignment Pay. See Pay Table, Appendix A.

Section 7. Authorization for Foregoing Pays. Each of the foregoing pays, which require authorization as per the requirements of Chapter 143, TLGC, are hereby authorized by virtue of the approval of this Labor Agreement by the City Commission, and will be paid if the individual officer satisfies the conditions for receiving such pay.

Section 8. Both Parties acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The parties agree to initiate negotiations as to the wage salary and certificate pay provisions in of this Agreement upon the occurrence of either of the following two conditions:

- A. Where the electorate of the City of Pharr subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or,
- B. Where the City makes a good faith determination that because of an act of God, or a natural disaster, the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

Section 9. Subject to unexpected financial constraints, any freezes on wages will be across the board freezes along with non-civil service employees.

Section 10. Any resolution of issue(s) reached during a Collective Bargaining which may have a budgetary impact shall require the City Manager's recommendation, which would be non-binding on the City Council. Provisions of this Agreement may be revised and modified due to budgetary constraints or changes in the law

ARTICLE 10. OVERTIME PAY

Section 1. Overtime Pay. Except as otherwise provided in this Labor Agreement, all police officers shall earn and accrue overtime pay or comp time based on a forty hours worked workweek, such practice being in accordance with the Department's existing practices.

ARTICLE 11. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF PHARR for its civilian employees, as designated by the City Commission through official action at any given time.

Section 2. "Holiday" shall mean the actual holiday and not the City's designated day off for non-bargaining unit employees.

Section 3. Officers will receive holiday pay at their regular rate for the holiday regardless of whether they work it or not.

Section 4. Officers who work on a designated holiday shall receive, in addition to their regular rate of pay, 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.

Section 5. If the officer so elects, comp time may be substituted for the premium pay for hours actually worked.

Section 6. An officer scheduled to work on a holiday may request leave to take the holiday off. If approved, the officer will still be paid the regular rate of pay for that holiday, but will not receive the premium pay at time and a half. The officer shall not be required to submit comp time or annual leave as a condition to taking the day off.

ARTICLE 12. PAID TIME OFF: VACATION LEAVE

Section 1. Accrual Rate. Officers shall earn and accrue vacation leave at the rate of fifteen (15) working days vacation leave in each year, except as otherwise provided in this Agreement; provided, however, that officers with twenty years or more of seniority shall accrue vacation leave at the rate of twenty (20) working days per year.

Section 2. Carry-Overs. Bargaining unit employees shall be allowed to carry over any unused vacation days from year to year, but may not accumulate more than a total of two years' worth of annual leave at any time. Accrual of vacation leave beyond two years' worth of such leave shall not be recognized or credited, except as provided for below. This provision specifically overrides contrary provisions under §143.046(c), TLGC and the carry-over provisions contained herein are specifically approved by the CITY's governing body upon approval of this Labor Agreement.

- A. Grandfathering Provision. Bargaining unit members who, at the execution and implementation of the Agreement have been allowed to accrue more than two years' worth of annual leave shall not lose that leave time in excess of two years, but shall not accrue any additional time in excess of two years.
- B. Under such circumstances, any accrual of vacation leave shall be abated indefinitely unless and until the accrued vacation leave bank falls below the two year cap, at which time vacation leave shall again continue to accrue up to the cap.

Section 3. Scheduling. Scheduling of vacation leave shall be handled in accordance with the operational needs of the department, as determined by the Chief of Police and/or the City Manager.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate. Police Officers shall earn and accrue sick leave time in accordance with the minimum requirements of §143.045, TLGC – fifteen working days each twelve months, pro-rata as per the statute.

Section 2. Accumulation of Sick Leave Time. Police Officers shall accumulate sick leave time in accordance with the minimum requirements of §143.045, TLGC and payout of any accrued sick leave benefits shall also be in accordance with §143.045, TLGC.

Section 3. Purpose of Sick Leave. Sick leave time is a privilege to be used for the sole purpose of wage continuation when a bargaining unit member is incapacitated due to a bona-fide illness, medical treatment and/or exposure to contagious disease that may jeopardize the health of others.

Section 4. Procedure for Notification. The procedure for notification of sick leave shall be handled in accordance with the directives set by the Chief of Police after consultation with ASSOCIATION representation. Any changes to the notification directive also require consultation with ASSOCIATION representation.

Section 5. Protocol. When sick leave is taken because of the illness, injury, or disability of the police officer personally, that employee shall concern themselves with their personal recovery and shall make every effort to effectuate a return to duty status as soon as reasonably possible.

Section 6. Use of Sick Leave for Others As Allowed by Law. Any time taken by an employee under the authority of the Family Medical Leave Act, or any other similar law, shall be charged against a police officer's accrued sick leave time. Sick leave utilization in connection with the requirements of a state or federal law may only be taken when the conditions for such leave, as prescribed by the applicable law, are satisfied. Abuse of any such privileges may subject the employee to disciplinary action.

Section 7. Administrative Investigation Privileges. City management reserves the right to investigate usage of sick leave by a police officer, and may require, upon reasonable suspicion, an employee to provide documentary proof in support of sick leave usage when requested to do so by supervisory management. Failure to cooperate in any such investigation may subject the member to disciplinary action.

Section 8. Sick Leave Donation Program. Bargaining unit members shall be allowed to use any sick leave donation program that exists under the CITY's civilian personnel policy, if any, provided, however, that the approving authority for any such program as it applies to police department personnel shall be the Chief of Police.

ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any bargaining unit employee, said employee shall be granted paid leave of up to three (3) working days per calendar year and within two weeks of the death.

Section 2. For purposes of this Article only, the term "immediate family" is defined as spouse, son, daughter, parents, grandparents, brother, sister, nieces, nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts and first cousins and anyone who resides in the household of the employee and is dependent on the employee for support.

Section 3. The Police Chief or his designee may upon the request of the employee, allow additional time off, subject to the operational needs of the department. Sick leave may not be used for bereavement leave purposes.

ARTICLE 15. INSURANCE BENEFITS

Section 1. Life Insurance. The CITY will provide the same level of term life insurance protection to every full time, permanent member of the bargaining unit as it does for its civilian employees.

Section 2. Should there be an increase in life insurance coverage for civilian employees, a similar increase shall be provided to the bargaining unit.

Section 3. Medical Insurance: The CITY will furnish to each bargaining unit employee, the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY's civilian employees at any given time. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY OF PHARR and its employees at any given time.

ARTICLE 16. PENSION BENEFITS

Section 1. The CITY shall contribute to the pension funds of individual bargaining unit members an amount equivalent to what the CITY provides to the CITY's civilian employees under the Texas Municipal Retirement System at any given time.

ARTICLE 17. SUBSTANCE ABUSE TESTING

Section 1. For purposes of this Labor Agreement, the baseline substance abuse testing policy shall be that designated by the CITY for its civilian employees, as established by the City Commission through official action.

Section 2. Provided, however, that given the heightened levels of substance abuse prevention and avoidance for public safety personnel, the Department may also establish, by departmental policy a substance abuse policy that is stricter than that afforded to civilian personnel.

Section 3. The parties understand and agree that in addition to the for cause standards of substance abuse allowed by state and federal law, the Department shall also establish a substance abuse testing program that will result in all officers being tested for substance abuse at least one each year.

Section 4. In this regard, the parties understand and agree that administrative orders to submit to a substance abuse test shall be random and given on little or no notice by administration.

ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES

Section 1. Pay Cycle. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the CITY's authority to alter, modify, or otherwise change its pay cycles for police personnel so long as any modification is in accordance with state and/or federal law.

Section 2. Compensatory Time. Compensatory time may be allowed in accordance with the requirements of the Fair Labor Standards Act and at the discretion of the Police Chief or the City Manager.

ARTICLE 19. CYCLE & SHIFT EXCHANGES

Section 1. Cycle Exchange. The Chief of Police or his designate may grant the request for any two (2) members of the bargaining unit, who are qualified and of equal rank, to exchange cycles of work if such trade will not disrupt normal police department operations. This exchange will be for the entire three month cycle of duty. The Chief's or his designee's determination shall be final and not appealable.

Section 2. Under no circumstances will overtime or workout of out classification pay be demanded by an employee for time worked during the "traded time". Overtime will be earned by the working officer as current practice dictates.

Section 3. Shift Exchange. Any two members of the Police Department of equal rank and who are equally qualified may exchange a working shift, with the approval of the supervising Sergeant for the shift in which the exchange takes place. The officer who is scheduled to work must give notice and secure approval no less than two (2) hours prior to roll call. If for any reason the substitute officer fails to show, it will reflect as an unscheduled absence for the officer originally scheduled to work.

Section 4. The exchange repayment will be between the two officers and the City will not be a party to any repayment due. Any overtime associated with the exchanged shift will be paid to the officer who is actually performed the work.

ARTICLE 20. ACCOMODATION FOR ASSOCIATION ACTIVITY

Section 1. Bulletin Board. The CITY shall allow for space on an existing bulletin board within the Police Department, which the ASSOCIATION may use to communicate matters relating to ASSOCIATION business to its members. Articles placed on such board shall be limited to local, state, or national meetings, announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates or issues or any matters or materials that are degrading or derogatory to the City, or to any public officials, will be allowed on the board and must be removed by the ASSOCIATION President, or his designate, upon request of the Police Chief, the City Manager, or their designate.

Section 2. Bargaining Sessions. For purposes of attending collective bargaining negotiations, up to four members of the ASSOCIATION's bargaining team, if scheduled to be on duty at the time a bargaining meeting or conference takes place, shall have the privilege of attending bargaining sessions without loss of pay or benefits; provided, however, that any such time spent shall be treated as on duty time and the police officer representative shall remain on call for all purposes.

Section 3. Other Union Activity. Two board members, from the recognized bargaining agent shall be permitted, without loss of pay, to attend the annual convention of the designated ASSOCIATION if such convention occurs during duty time of that officer and subject to the staffing needs of the department. Such paid leave time shall not exceed three (3) working days per calendar year. Travel time and associated expenses would not be at the expense of the City.

Section 4. Payroll Dues Deductions. The CITY agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the ASSOCIATION, from the pay of those police officers who individually request, in writing, that such deductions be made from their paycheck.

- A. The total amount of deductions shall be remitted once each month, together with the names of the police officer's from whom deductions were made by the CITY, to the Treasurer of the ASSOCIATION. The CITY shall forward to the ASSOCIATION a copy of all authorization or cancellation of voluntary deduction of ASSOCIATION dues by any police officer.

- B. This dues deduction provision is not intended to be exclusive and the CITY may offer, in its discretion, dues deduction to any other employee organization in accordance with its policies and practices.

ARTICLE 21. CONTINUING EDUCATION AND TRAINING

Section 1. A police officer who wishes to attend classes on their own time and obtain certification or credits for police related courses approved by the department may petition for reimbursement of tuition, subject to the availability of funds. Any such request must first be pre-approved by the Police Chief before the course is taken and the course must be successfully completed.

ARTICLE 22. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS

Section 1. The PARTIES understand and agree that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The PARTIES further understand and agree that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2. In connection with any investigation into possible rules violations involving or implicating any member of the bargaining unit, the procedural requirements contained in this Article shall apply, as well as all other rights given to police officers under Chapter 143, TLGC.

Section 3. Order to Give Sworn Statement. If the Police Chief determines that an officer who is the subject of an alleged rules violation should be required to give a sworn statement in connection with an allegation, then an Order to give a statement must meet the following guidelines and criteria:

- A. The Order to give a statement, if any, must be signed and issued by the Police Chief, or his designee and must provide the following minimum information:
- 1) A factual statement of sufficient specificity to fairly and adequately alert the officer about the incident or incidents that are believed to form the basis of the underlying investigation and provide an opportunity to provide a meaningful response;
 - 2) A listing of the possible rules violations implicated by the underlying factual statement sufficient to put the officer on notice of what rules and regulations have arguably been alleged;
 - 3) A Garrity Warning statement to assure that any statement provided is limited to use in the administrative proceeding;
 - 4) A time, place and date for provision of the statement in accordance with other requirements in this Article.

- 5) The right to have legal representation present during the course of giving a statement; provided, however that the legal representative may not interfere or interrupt the statement process.
- B. The Order to give a statement, if any, must be issued and served with no less than three (3) days notice to the officer in question.
- C. The scheduling of the Order shall be set during normal business hours, unless extenuating circumstances require otherwise. Modifications to time, place, and date may be handled by agreement. A copy of the statement shall be provided to the officer once transcribed.
- D. A statement shall be taken by one interviewer, who shall be a classified peace officer appointed by the Police Chief. The officer shall respond truthfully to all questions asked by the examining officer, but the witness shall not be subjected to offensive language or threatened with transfer, removal or disciplinary action during the interview; provided, however, that any admonishments about the consequences of untruthful statements contained in the Order to give statement shall not be considered a violation of this Article.

Section 4. Pre-Disciplinary Due Process Hearing. As a condition precedent to any disciplinary action imposed by the Police Chief, a police officer is entitled to receive a Pre-Disciplinary Due Process Hearing in accordance with the provisions of this Article.

Section 5. The Notice of Pre-Disciplinary Due Process Hearing shall contain the following minimum information;

- A. The pertinent contents of the internal investigative file shall be disclosed or shared with the officer as part of the Notice of Pre-Disciplinary Due Process hearing. The contents of the investigative file, shall be disclosed or shared with the officer or his representative no less than 48 hours in advance of the Due Process hearing. The officer shall be entitled to receive copies, upon request, of those portions of the investigative file requested by the officer.
- B. In addition, the Notice shall list all the possible rules violations implicated by the factual summary, and which may serve as the basis of disciplinary action, if any.

Section 6. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with no less than three days notice to the police officer. The Due Process hearing shall be scheduled during normal business hours, unless extenuating circumstances dictate otherwise.

Section 7. Disciplinary Action. If the Police Chief imposes formal disciplinary action, as such is defined under Chapter 143, TLGC, both as to substantive, as well as procedural matters, then all the statutory requirements for such action shall continue to apply. The Police Chief's decision shall be based only on the contents of the internal investigative file developed under his direction.

Section 8. The Notice of Disciplinary action shall contain the following information:

- A. The factual basis of the underlying disciplinary action, including date, time, place and incident;
- B. The rules and regulations violations upon which the disciplinary action is based;

C. The officer's right to appeal and appellate procedures

Section 9. To appeal from a disciplinary action, the officer must properly invoke the appeal process by filing a letter addressed to the Civil Service Director within ten (10) business days of personal receipt of the Notice of Disciplinary Action. The appeal notice must identify the disciplinary action from which the appeal is taken and must specify the reasons for the appeal. The appeal notice must further specify whether the appeal is being taken to the Civil Service Commission or whether the provisions for a 3rd party hearing examiner under Section 143.057, TLGC are being invoked

- A. In addition, the Chief of Police is authorized to allow the officer to satisfy a disciplinary suspension of up to FORTY (40) work hours by substituting accrued paid time off that the officer may have as accrued comp time or vacation time. This option is allowable only if the officer accepts responsibility for the misconduct alleged in a duly filed charging instrument and waives his/her right to appeal the discipline imposed. This provisions override and control any statutory provision to the contract contained in Chapter 143, TLGC.

Section 10. If the Police Chief elects to conclude an investigation into an alleged rules violation prior to the statutory deadline for action recognized under Section 143.052, TLGC, then the subject matter of that particular allegation shall be deemed to have been closed and concluded. Upon concluding an investigation the Chief or his designee will notify the officer that subject matter is closed and concluded.

Section 11. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. Allegations that a provision of this Article have been violated may not, and shall not, be grounds for a grievance or arbitration brought under those Articles relating to the enforcement of the contractual provisions of this Agreement. However, the Civil Service Commission or the hearing examiner before whom any disciplinary appeal is pending may give such weight to claims of breach of this Article as that adjudicative body finds appropriate and may impose an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 23. PHYSICAL FITNESS REQUIREMENTS

Section 1. Objective. The Pharr Police Department Safety Health and Physical Fitness Policy is designed to address the issue of good health and physical fitness for commissioned officers. The physical readiness testing is designed to determine the basic minimal functions necessary for a Pharr Police Officer and is directly related to the officers' job duties. Monitoring members' fitness for duty is essential for the safety and welfare of the members of the Department and the community. The purpose of this policy is to ensure that all members of this department remain fit for duty and able to perform their job functions.

Section 2. Policy. The Pharr Police Department strives to provide a safe and productive work environment and ensure that all members of this department can safely and effectively perform the essential functions of their jobs. Under limited circumstances, the Department may require a professional evaluation of a member's physical and/or mental capabilities to determine his/her ability to perform essential functions.

Section 3. Physical Fitness Testing During Employment for Commissioned Personnel. To comply Physical Fitness Programs and Standards: All full time, commissioned officers will be subject to physical fitness testing as follows:

1. One required Testing Period to operate through the fiscal year (October through September)
 - a. Between October 1st and September 30th, all commissioned employees must pass the Physical Readiness testing (PRT). Each commissioned employee is allowed three attempts to pass the required minimum standard. All PRT attempts must be completed by September 30th.

Section 4. Pre-Testing General Health Screening. All employees are required to have a preventive, general health screening conducted by a physician not longer than one year prior to participating in the PRT testing. A Preventative General Screening Pharr Training Division clearance form must be approved for participating by the employee's physician and maintained by the employee. The pre-screening clearance shall be done at least one month prior to testing. Any officer failing to comply with this section of the policy will result in a test failure and may be subject to disciplinary action.

- a. The Department certified fitness tester must view the clearance to verify a physician has approved the employee to participate in PRT testing. Certified fitness testers should not take possession of the clearance.
- b. Employee shall use their provided health insurance to obtain the required clearance.
- c. If the clearance form, completed by a physician, does not authorize participation in the PRT, the employee shall be required to submit to the 143.081 process.

1. Physical Readiness Testing (PRT).

The PRT performance standards are found in the next page. All commissioned employees must meet a minimum of 60% score for their age and gender. The employee may choose the Standard PRT, Combat Fitness Evaluation or any one of the Rowing options to complete their PRT. Employees will be allowed three attempts per testing period to pass the PRT. All attempts must be completed within the testing period.

An employee who fails to pass PRT is required to report that failure to the employee's immediate supervisor.

All PRT or organized fitness training events must have an AED and certified AED operator or department approved equivalent present. If an AED is not available, the Certified Fitness Tester shall summons an EMS service to remain at location for the duration of the test. EMS will remain at location to assess any officer in pain and discomfort and will be dismissed by the Certified Fitness tester.

At the end of each testing period, agency wide commissioned officer results will be reviewed by the PTD. The minimum percentage passing score may be adjusted with the recommendation of Chief of Police with approval by City Manager to address potentially disparate impact of the presumptive passing score on any class of individuals.

a. Standard PRT

Push-ups, with no time limit.

Abdominal crunches, a maximum number within two minutes.

One and a half (1½) mile run.

b. Combat Fitness Evaluation

Three rounds of:

One-minute wall ball

One-minute sumo deadlift high pull

One-minute box jump/step-ups

One-minute push press

One-minute row

One-minute rest between rounds

c. Rowing

2000 Meter Row – Damper 5

4 Minute Row Test – Damper 5

500 Meter Row – Damper 5

2. Documentation

The department certified fitness tester, conducting the physical readiness testing, will be required to document the results. The certified fitness tester will provide a copy of the completed results to the employee and the employee's immediate supervisor. The original will be forwarded the PD Training Coordinator.

The Department certified fitness tester will weigh each employee before administering any PRT testing and record the weight on the proper form. The tester is also responsible for ensuring the accuracy of the data on the form.

Weight will be measured on a calibrated digital or balance beam scale in the required physical training (PT) uniform, without running shoes.

The only authorized attire for the weigh-in will be approved regular cotton t-shirt, basketball shorts, running shorts, and socks. No other uniform or clothing garment is permitted. Shoes will be removed prior to evaluation.

3. Waivers

All waivers must be requested in writing and the request approved by the employee's Chief of Police or his/her designee. When the need for the waiver is foreseeable, the

employee must submit the request 30 to 45 days prior to the beginning of the testing period so that the process is completed during the testing period.

a. **Medical Waivers:** An employee must report to the training coordinator any medical condition that could affect the employee's ability to participate in the PRT. All medical waiver requests must be accompanied by a letter from a physician describing the physical condition that prohibits participation in the PRT. Letters from physicians for temporary or extended waivers must be issued within one month of the testing period.

Employees unable to perform some or all of the physical condition testing may apply for one of the following waivers:

1. **Temporary Waiver.** An employee with a temporary physical condition that prohibits them from participating in the PRT may request a temporary waiver. A temporary waiver may be granted per testing period.
2. **Extended Waiver.** An employee with a permanent physical condition that prohibits them from participating in the PRT may request an extended waiver. An extended waiver may be granted for a period determined by the Chief of Police or designee. After one testing cycle, if the employee remains unable to test, they will be subject to discipline up to and including termination.
3. The Chief of Police may request additional information from the employee or their attending physician if needed to assist with determining whether to approve a request.
4. An extended Waiver request may not exceed one year.

Section 5. Consequences of Failing to Comply with PRT Requirements

Commissioned officers who have not passed the PRT, not received a waiver, and have not otherwise attained compliance with this policy will be subject to the following:

- a. Inability to Promote until in compliance with this Article
- b. No special assignments and no outside employment
- c. No Authorized Over-time, except in cases of emergency
- d. Subject to discipline up to and including termination.

Section 6. Education. PTD is responsible for developing and implementing health and fitness education and training to assist commissioned employees in their efforts to improve their overall health and achieve individual fitness goals.

Commissioned officers desiring to improve their health and fitness are encouraged to participate in training and education offered by the PTD.

Section 7. Awards and Exemptions. The objective of the award and exemption program is to support and encourage all employees in the maintenance of good health and fitness. The Chief of Police or his designee are responsible for administering the award program for the commissioned employees.

1. Administrative Leave.

a. The Department shall grant administrative leave on a progressive award scale of no more than eight (8) hours per fiscal year for commissioned employees who exceed the minimum PRT fitness standards. All leave must be used within the fiscal year.

1) Administrative Leave will be granted at the following percentiles:

- a) 80%-89% 4 hours
- b) 90%-100% 8 hours

b. Each testing period is an independent process where an employee may earn administrative leave up to 8 hours per fiscal year. Any hours not used within the fiscal year shall be forfeited.

5. Fitness Star

a. Granting of a Fitness Star will be dependent upon the aggregate performance beyond the PRT minimum standards. The employee must attain a cumulative average to equal 90% or more.

For example, a 32-year-old male takes the PRT completing 80 sit-ups for a score of 96%, 68 push-ups for a score of 99%, and runs the one and a half mile in 11:24 for a score of 75%. The three percentage scores are added together and divided by three for an average score ($96+99+75=270$, $270/3=90$.) The employee finishes with an average score of 90%, earning the Fitness Star.

b. Once awarded, the Fitness Star Award may be worn on the uniform. The Fitness Star Award may be worn only if the officer continues to achieve 90% or more in each testing period.

c. A fitness pin with no star distinction may be worn by commissioned officers who achieve 80 to 89.9 % on their PRT. The pin may be worn only if the officer continues to achieve 80 to 89.9% in each testing period.

d. It will be the responsibility of the Pharr Police Department Training Division to confirm fitness distinction.

6. Recognition Awards

- a. The Department may publicize the names of employees awarded the Fitness Star and or Fitness Pin.

Section 8. Performance Expectations

1. Pharr Personnel shall follow this Article in conjunction with Pharr PD's Rules and regulations.
2. Failure to abide by this Article shall result in discipline up to and including termination.

ARTICLE 24. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

Section 3. Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information:

- A. A brief statement of the grievance, including a description of the facts or events upon which it is based;
- B. The sections(s) of the Agreement alleged to have been violated,
- C. The remedy or adjustment sought; and,
- D. The bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

Section 4. Grievances regarding interpretations of this labor agreement shall proceed along the following Steps:

Step 1: An aggrieved employee must initiate a grievance with the Association Grievance Committee within TWENTY (20) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance. A courtesy copy of the grievance shall be forwarded to the Police Chief by the Association Grievance Committee within (3) business days of the receipt of the grievance by the ASSOCIATION. The Association Grievance Committee shall within their sole discretion determine if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Police Chief in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall within TWENTY (20) business days after receipt of the grievance, proceed to Step 2 of the procedure.

Step 2: Any grievance that the Association Grievance Committee determines has merit shall be formally submitted to the Police Chief within five (5) business days of the Step 1 decision of the Association Grievance Committee. After receipt of the grievance, the Police Chief shall evaluate the grievance and shall within ten (10) business days submit his response in writing to the Association Grievance Committee. The Police Chief or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

Step 3: If the grievance is not resolved at Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the Step 2 decision by the Police Chief. The City Manager, or his designated representative, shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options. If the City Manager does not render a decision in this matter within ten (10) business days, the grievance shall be treated as having been denied on the 10th day

Step 4: If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the date of the City Manager's decision to invoke arbitration. Notice of an intent to arbitrate shall be submitted to the City Manager and the Police Chief, but it shall remain the responsibility of the ASSOCIATION to take the necessary and timely steps to invoke the arbitration procedures outlined herein.

Section 5. Any of the administrative deadlines contained in the foregoing Steps, except for the invocation of arbitration, may only be extended or otherwise modified by agreement of the PARTIES in writing as necessary to address the substance of the grievance in a reasonable manner.

ARTICLE 25. ARBITRATION PROCEDURES

Section 1. If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days of the City Manager's final written decision at Step 4 request a list of seven (7) neutrals from either the American Arbitration Association ("AAA"). The list of neutrals shall consist of arbitrators who are certified by the National Academy of Arbitrators ("NAA").

Section 2. Nothing in this Agreement shall preclude the PARTIES from agreeing to a mutually acceptable arbitrator, but failure to agree upon an arbitrator shall not toll the deadlines for invoking arbitration. Copies of any correspondence or communications by the ASSOCIATION to an arbitration agency shall be served upon the City Manager, the City Clerk, and the Chief of Police or their designee.

Section 3. Within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the PARTIES shall use a strike procedure whereby an arbitrator is selected by having each PARTY strike in turn one (1) name from the list until only one name remains. The PARTY representatives shall determine which PARTY makes the first strike by a coin toss, such coin toss to be handled by the Case Manager at either AAA or FMCS. The remaining individual on the list of qualified neutral shall serve as the Arbitrator.

Section 4. The arbitrator so selected shall, through the proper agency be promptly notified of his selection and the parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

Section 5. The hearing shall be scheduled within thirty days of the selection of the arbitrator, unless otherwise agreed to by the parties in writing.

Section 6. If the matter is submitted to arbitration under the foregoing terms; the Arbitrator shall adhere to the follow procedures and time-tables:

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and/or,
- B. Those agreed upon by written agreement of the parties.

Section 7. The arbitrator's decision shall be in writing and shall be based on the testimony, documents, and exhibits made a part of the arbitration record.

Section 8. The Award shall be issued within thirty (30) days after conclusion of the evidentiary hearing, unless an extension is otherwise agreed upon by the PARTIES. A copy of the Award shall be mailed or delivered to the President of the Local and to the City Manager and City's Police Chief and their legal representative.

Section 9. With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement.

Section 10. Except as otherwise provided for in this Agreement, the arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

Section 11. The cost of the arbitration, including transcription costs shall be borne equally between the ASSOCIATION and the CITY.

Section 12. Any and all time limits set forth in this article may be extended by written mutual consent, but if not so extended the limit must be strictly observed. Failure of the ASSOCIATION or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action need be taken. Failure of the CITY to respond within the time limits shall constitute a denial of the grievance and the Grievant or the ASSOCIATION may proceed to the next step.

Section 13. It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum; provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

Section 14. Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure, except as provided below.

ARTICLE 26. MISCELLANEOUS PROVISIONS

Section 1. The CITY shall print and distribute sufficient numbers of this Agreement and to allow for one (1) copy of the Agreement to each bargaining unit member.

Section 2. Parking. The City shall provide, without cost to officers on duty, adequate parking space, either off-street or adjacent to duty station.

ARTICLE 27. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the applicable thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period. It is further agreed that provisions of this Agreement may be amended, in writing, by mutual consent (agreement) of the parties, upon thirty (30) days notice of a desire for an amendment or clarification to the opposing party.

Section 3. Any Appendices to this Agreement shall be incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 28. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

Agreement – refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, negotiated between the CITY OF PHARR and the ASSOCIATION;

Association – refers to the duly recognized bargaining agent under Chapter 174, TLGC; see also Union;

Bargaining Agent – refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF PHARR police officers under Chapter 174;

Bargaining Unit – all full time police officers employees, except the Police Chief, as defined by Chapter 174, TLGC.

Budget (Fiscal) Year- refers to a city’s fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Business Days – shall be defined as Monday through Friday during normal business hours of 8:00 o’clock am to 5:00 o’clock p.m.

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year.

CBA – refers to a Collective Bargaining Agreement and, when specified, to this Agreement;

Chapter 143 – refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;

Chapter 174 – refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;

Civil Service – refers to the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code and related civil serviced statutes;

Civil Service Commission or CSC – refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC for the City of Pharr;

City or City of Pharr – refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF PHARR, TEXAS;

City Manager – refers to the City Manager appointed under the City Charter or his or her designated representative;

City Management – refers to the chain of authority within the City’s administrative structure starting within the Police Department and rising through to the City Manager and, if necessary, the City Commission;

Classified Service – refers to the civil service classifications, including all rights, obligations, privileges, procedures, and protocols established by Chapter 143 and related civil service statutes;

Department – unless otherwise specified, refers to the CITY OF PHARR Police Department;

Employee – unless otherwise specified, shall refer to police officer personnel who qualify as members of the bargaining unit;

Execution Date – refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF PHARR in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date – refers to the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of the labor agreement;

FLSA – refers to the Fair Labor Standards Act;

Grievance – is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of the Agreement as raised by the Grievance procedures in this Agreement.

Immediate Family Member – except as otherwise specifically provided for in this agreement, has the same meaning as contained in the Family Medical Leave Act and is limited to the employee, the employee's spouse and any minor children.

Labor Agreement – is this Collective Bargaining Agreement negotiated between the City and the majority bargaining agent (MBA).

Longevity Pay – refers to the longevity pay component used by the City to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143; treated separately from Seniority Pay.

Majority Bargaining Agent (MBA) – refers to the duly designated association recognized by the City Commission as the sole and exclusive bargaining agent for the City's qualified law enforcement officers as per Chapter 174, TLGC.

Member – refers to a police department employee who is a bargaining unit member;

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & a ½ Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Paid Time Off – refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.

Parties – refers to the CITY OF PHARR and the ASSOCIATION jointly.

Pay Cycle – refers to the period of time in which the City issues pay checks for services rendered and for purposes of calculating the City's overtime pay obligations to individual employees under state or federal law.

Police Chief – refers to the Police Chief appointed as the department head for the Police Department, and includes the Police Chief’s designated representative.

Police Department – refers to that department of the City of Pharr responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department.

Police Officer(s) – refers to those CITY employees certified or licensed by the State of Texas to engage in law enforcement related activity authorized by their law enforcement certification and their commission by the City of Pharr, Texas.

Seniority Pay – refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee.

TCOLE – formerly TCLEOSE, shall refer to the Texas Commission on Law Enforcement;

Time & a Half Pay – shall refer to a rate of pay that is agreed to by the parties, but which is not otherwise mandated by state or federal law. Different from Overtime Pay, which is a rate of pay mandated by state or federal law, as opposed to by negotiated agreement.

Union –refers to the duly recognized bargaining agent under Chapter 174, TLGC; see also Association.

END OF DEFINITIONS

Grievance No. _____

EMPLOYEE STANDARD GRIEVANCE FORM

Grievance Submittal

Employee must use this form, or one substantially like it, for filing grievances with the Association grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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1. **Factual Basis of the Grievance.** Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature _____ Date _____

Association Representative _____ Date _____

Police Chief/designee _____ Date _____

Grievance No. _____

GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone
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Division	Title/Rank	Station/Shift	Phone
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Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

Grievance Committee Representative Date:

APPENDIX “A”
COLLECTIVE BARGAINING AGREEMENT
FY2021-2022 thru FY 2023-2024

1. BASE PAY AMOUNTS – ANNUALLY

Classification	FY 2021-2022	FY 2022-2023	FY 2023-2024
Police Cadet	30,000.00	30,000.00	30,000.00
Patrol Officer (Probationary)	37,500.00	37,500.00	37,500.00
Patrol Officer	48,776.00	50,728.00	52,757.00
Sergeant	55,786.00	58,018.00	60,339.00
Lieutenant	61,471.00	63,874.00	66,429.00
Deputy Chief	Management Rights	Management Rights	Management Rights
Asst. Chief	Management Rights	Management Rights	Management Rights

*For reference purposes only. The use of this chart is not intended to, nor shall it be interpreted as, a derogation of the CITY’s exclusive authority and management right to determine the both the nature of the rank structure to be used in the police department, as well as the number of budgeted positions to be allocated to each identified rank within the police department.

Probationary Police Officers as defined under Chapter 174, TLGC must meet the definition of a police officer under Chapter 174, TLGC before being fully entitled to the benefits of this Labor Agreement.

Effective date means first full pay period after any stated date.

2. SENIORITY PAY - ANNUALLY

Seniority pay is available to all members of the bargaining unit after completion of the entry-level probationary period using the anniversary of the last date of hire as a City of Pharr police officer as follows:

YEARS	FY 2021-2022	FY 2022-2023	FY 2023-2024
1	\$250.00	\$250.00	\$250.00
2	\$500.00	\$500.00	\$500.00

3	\$1,500.00	\$1,500.00	\$1,500.00
4	\$2,000.00	\$2,000.00	\$2,000.00
5	\$3,500.00	\$3,500.00	\$3,500.00
6	\$3,750.00	\$3,750.00	\$3,750.00
7	\$4,000.00	\$4,000.00	\$4,000.00
8	\$5,000.00	\$5,000.00	\$5,000.00
9	\$5,250.00	\$5,250.00	\$5,250.00
10	\$5,500.00	\$5,500.00	\$5,500.00
11	\$5,750.00	\$5,750.00	\$5,750.00
12	\$6,000.00	\$6,000.00	\$6,000.00
13	\$6,500.00	\$6,500.00	\$6,500.00
14	\$6,750.00	\$6,750.00	\$6,750.00
15	\$7,500.00	\$7,500.00	\$7,500.00
16	\$7,750.00	\$7,750.00	\$7,750.00
17	\$8,000.00	\$8,000.00	\$8,000.00
18	\$8,500.00	\$8,500.00	\$8,500.00
19	\$9,000.00	\$9,000.00	\$9,000.00
20	\$10,000.00	\$10,00.00	\$10,000.00
21	\$10,300.00	\$10,300.00	\$10,300.00
22	\$10,600.00	\$10,600.00	\$10,600.00
23	\$10,900.00	\$10,900.00	\$10,900.00
24	\$11,200.00	\$11,200.00	\$11,200.00
25	\$11,500.00	\$11,500.00	\$11,500.00
26	\$11,800.00	\$11,800.00	\$11,800.00
27	\$12,100.00	\$12,100.00	\$12,100.00

Appendix “A”
Pay Table

28	\$12,400.00	\$12,400.00	\$12,400.00
29	\$12,700.00	\$12,700.00	\$12,700.00
30+	\$13,000.00	\$13,000.00	\$13,000.00
31	\$13,300.00	\$13,300.00	\$13,300.00
32	\$13,600.00	\$13,600.00	\$13,600.00
33	\$13,900.00	\$13,900.00	\$13,900.00
34	\$14,200.00	\$14,200.00	\$14,200.00
35	\$14,500.00	\$14,500.00	\$14,500.00

Seniority Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

3. LONGEVITY PAY

Longevity pay is available for only certified police officers after completion of the entry-level probationary period as set forth below. Longevity pay satisfies the minimum statutory requirements set out in Chapter 141, TLGC.

YEARS	ANNUAL AMOUNT	CUMULATIVE AMOUNT
1	\$75.00	
2	\$75.00	\$150.00
3	\$75.00	\$225.00
4	\$75.00	\$300.00
5	\$75.00	\$375.00
6	\$75.00	\$450.00
7	\$75.00	\$525.00
8	\$75.00	\$600.00
9	\$75.00	\$675.00

10	\$75.00	\$750.00
11	\$75.00	\$825.00
12	\$75.00	\$900.00
13	\$75.00	\$975.00
14	\$75.00	\$1,050.00
15	\$75.00	\$1,125.00
16	\$75.00	\$1,200.00
17	\$75.00	\$1,275.00
18	\$75.00	\$1,350.00
19	\$75.00	\$1,425.00
20	\$75.00	\$1,500.00
21	\$75.00	\$1,575.00
22	\$75.00	\$1,650.00
23	\$75.00	\$1,725.00
24	\$75.00	\$1,800.00
25	\$75.00	\$1,875.00
26	\$75.00	\$1,950.00
27	\$75.00	\$2,025.00
28	\$75.00	\$2,100.00
29	\$75.00	\$2,175.00
30	\$75.00	\$2,250.00
31	\$75.00	\$2,325.00
32	\$75.00	\$2,400.00
33	\$75.00	\$2,475.00

Appendix “A”
Pay Table

34	\$75.00	\$2,550.00
35	\$75.00	\$2,625.00

Longevity Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

4. CERTIFICATION PAY

Certification pay is available to all certified police officers in the department and is set out below. Certification pay is not cumulative.

Certification Pay Titles	Annual Certification Pay
Basic	\$-0-
Intermediate	\$1,200.00
Advanced	\$1,800.00
Master	\$2,600.00

Certification Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

5. EDUCATION PAY

Education pay is available to all certified police officers in the department for successful completion (a passing grade) of courses that are part of a degree plan at an accredited college or university as follows:

HOURS COMPLETED	ANNUAL PAY
60 hours	\$1,200.00
90 hours - Associates Degree	\$1,600.00
Bachelors Degree	\$2,100.00
Master Degree	\$2,600.00

Education Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing

amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

6. ASSIGNMENT PAY

Assignment pay is limited to authorize positions and is available for persons who perform certain specified job duties as follows:

JOB DUTIES POSITIONS	ANNUAL PAY	AUTHORIZED ASSIGNMENTS
CID Detectives	\$2,500	26
CID Lieutenant	\$2,500	1
CID Supervisor	\$2,500	2
I.A. Investigator	\$2,100	1
Training Coordinator	\$1,200	1
Field Training Officer	\$1,200	10
K-9 (Canine Unit)	\$1,200	6
SWAT Team	\$1,200	10
Hostage Negotiator	\$1,200	6
Intoxilizer Operator	\$1,200	8
Physical Fitness Specialist	\$1,200	2
Crime Prevention	\$1,200	4
Fire Arms (Range Master)	\$1,200	1
Senior Officer	\$1,200	6

The allocation of assignment pays lies entirely within the discretion of the Chief of Police, and such assignments shall be made with regard to the operational needs of the department, as determined by the Chief of Police; provided, however, that no officer may hold more than two assignments.

Assignment Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Assignment pays are paid only during the times that the police officer is formally assigned to the identified duties.

END OF APPENDIX "A"
END OF DOCUMENT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: July 30, 2021

MEETING DATE: August 2, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, is any, on collective bargaining labor agreement between Pharr Professional Firefighters' Association and the City of Pharr for FY2021-2022 thru FY2023-2021

Classification: Regular

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

Issue: Fire union submitted their intent to bargain on a timely manner, contract in place has been at impasse for two years.

Fiscal Consideration: Approximately \$800 k first Year including benefits

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/30/2021
Approved - 7/30/2021
Approved - 7/30/2021
Final Approval - 7/30/2021



COLLECTIVE BARGAINING LABOR AGREEMENT
BETWEEN THE
CITY OF PHARR, TEXAS
AND THE
PHARR PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, IAFF LOCAL #4213

FOR FY 2021 THROUGH FY 2024
(OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024)



CITY HALL ▪ 118 S CAGE BLVD ▪ PHARR, TEXAS 78577 ▪ PHARR-TX.GOV

SIGNATURE & EXECUTION PAGE

**THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND
APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

THE CITY OF PHARR, TEXAS

(Approved by Pharr City Commission on _____, 2021)

By: _____
Ed Wylie
City Manager

By: _____
Imelda, Barrera
Asst. City Clerk

_____ Date

**THE PHARR PROFESSIONAL FIRE FIGHTER'S ASSOCIATION,
IAFF LOCAL #4213**

(Approved by PPFFA Membership; Letter dated _____, 2021)

By: _____
Mike Navarro
President, IAFF - PPFFA Local #4213

_____ Date
Mickey Lee Rojas
Vice President, Local #4213

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GRIEVANCE FORMS

2 pages

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4 pages

ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are as follow: 1) the City of Pharr, Texas, and 2) the PHARR PROFESSIONAL FIRE FIGHTER’S ASSOCIATION, Local 4213, International Association of Fire Fighters (“IAFF”).

Section 2. The CITY OF PHARR, TEXAS, hereafter referred to as the “the CITY OF PHARR”, “the CITY” or “the EMPLOYER”, is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipalities under the Constitution and the Laws of the State of Texas.

Section 3. The PHARR PROFESSIONAL FIRE FIGHTER’S ASSOCIATION, IAFF LOCAL #4213, hereafter referred to as “the ASSOCIATION”, or “LOCAL #4213”, is an Association, as such is defined in Chapter 174, Texas. Local Gov’t Code for the purpose of representing fire fighters concerning compensation, hours, grievances, and other conditions of employment affecting fire fighters.

Section 4. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS AGREEMENT

Section 1. It is the intent and purpose of this Agreement to give effect to the rights and privileges bestowed upon the CITY OF PHARR fire fighters by virtue of a duly recognized adoption election that established collective bargaining authority to the fire fighters for the CITY OF PHARR. It is further the purpose of this Agreement to satisfy any and all obligations imposed upon the CITY OF PHARR under Chapter 174, Texas Local Gov’t Code, to bargain collectively with a recognized Association for the fire fighters.

Section 2. It is further the intent and purpose of this Agreement to establish procedures that will allow the PARTIES to resolve, in a fair and orderly manner, and with minimal disruption to fire department operations, any grievances, complaints, or disputes that may arise from time to time relating to the implementation and enforcement of the terms of this Agreement.

Section 3. Definitions & Use of Terms. For purposes of this Agreement, the language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage; provided, however, that the terms defined in the Glossary of Terms contained in this Agreement shall otherwise prevail.

ARTICLE 3. RECOGNITION CLAUSE & RELATED MATTERS

Section 1. The CITY OF PHARR hereby recognizes the PHARR PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 4213, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the PPFFA) as the sole and exclusive bargaining agent for all fire fighters, in accordance with Chapter 174, Texas Local Gov’t Code, as well as the applicable provisions of Chapter 143, Texas Local Gov’t Code.

Section 2. These provisions would also apply to any successor in interest of the PPFFA.

ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall encompass three (3) fiscal years, from October 1, 2021 through September 30, 2024; provided, however, that the implementation of adjustments to pay shall be prospective only, that is, effective from the date of ratification by both parties forward. No retroactive application of pays is intended or agreed upon.

Section 2. Hold-Over Provisions. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this agreement under its terms, all terms of this current Agreement shall remain in full force and effect until replaced by a successor Agreement.

Section 3. Whenever wages, rates of pay, or any other matters requiring an appropriation of monies by the CITY are included as a matter of collective bargaining, it shall be the obligation of the ASSOCIATION to serve written notice of the request for collective bargaining on the CITY OF PHARR no less than one hundred twenty (120) days prior to the conclusion of the CITY's fiscal year. Such notice shall be in writing and shall be delivered to the City Manager and the City Clerk.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. Civil Service Law. The PARTIES understand and agree that under the provisions of §174.006, Texas Local Gov't Code, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174 unless the collective bargaining agreement specifically provides otherwise.

Section 2. Other Laws: Nothing in this agreement is intended to detract from any rights, privileges, duties that an individual fire fighter may have under civil rights or anti-discrimination laws, whether state or federal, which a public employee would otherwise have.

Section 3. Other Rule & Regulations. The duly adopted Fire Department Standard Operating Procedures, shall continue to apply and be enforced by management, except as otherwise specifically provided for in this Labor Agreement.

Section 4. In the absence of a prior controlling authority, an applicable provision of the City's Personnel Policy Manual shall be applied.

ARTICLE 6. MANAGEMENT RIGHTS

Section 1. The PARTIES understand and agree that the CITY OF PHARR, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapters 143 and 174, Texas Local Gov't Code.

Section 2. The powers, privileges, authority, and responsibilities retained by the CITY OF PHARR includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

City of Pharr – IAFF Local #4213

FY 2021 FY 2024

-Page-2-

- A. General management and administrative control and authority over the Fire Department, including its properties, facilities, and equipment, operations, and staffing;
- B. Determination of the Fire Department's overall budget from year to year;
- C. Determination of which Fire Department programs, functions, and operations to implement;
- D. Determination over the Fire Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- E. Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures created, adopted, or amended under the authority of the Fire Chief
- F. Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- G. Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- H. Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;
- I. Control of performance, production and service standards within the Fire Department.

ARTICLE 7. MAINTENANCE OF STANDARDS

Section 1. All economic benefits, privileges, and working conditions existing in the Fire Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2. The PARTIES expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational need of the Department and the CITY and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3. This Article is intended to supplement the preceding Article on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the Article on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 8. DUTIES & RESPONSIBILITIES

Section 1. The duties and responsibilities of the bargaining unit members shall be established in accordance with the approved ranks and classifications and the needs of the Fire Department as determined by the CITY.

Section 2. Employees shall not be required or assigned to perform duties which are not reasonably related to firefighting, fire prevention, rescues, salvage, overhaul work, training and maintenance of all firefighting equipment and apparatus. It is understood that the regular duties shall continue to include general maintenance and cleaning of fire stations and grounds (e.g. lawns), maintenance of fire equipment and fire hydrant testing.

ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION

Section 1. Base Pays (§141.031; §143.041). See Attached Appendix A

Section 2. Seniority Pay (§143.041). See attached Appendix A.

Section 3. Longevity Pay (§141.032; §143.041). See attached Appendix A.

Section 4. Certification Pay (§143.044). See attached Appendix A.

Section 5. Educational Incentive Pay (§143.044). See attached Appendix A.

Section 6. Assignment Pay (§143.042). See attached Appendix A.

Section 7. Special Provision; Unexpected Fiscal Constraints. Both parties acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The parties agree to initiate negotiations as to the wage salary and certificate pay provisions in Article 9 of this Agreement upon the occurrence of either of the following two conditions;

- A. Where the electorate of the City of Pharr subjects the City to a rollback tax election which results in a reduction of revenue due to a reduction in the City's tax rate;
- B. Where the City makes a good faith determination that because of an act of God or a natural disaster that the projected revenue to the City for a fiscal year would be unable to support the implementation of a wage rate agreed upon. Such determination shall be made by July 1st preceding the fiscal year affected and shall, as soon as is practicable, be communicated to the President of the Association.

Section 8. Subject to unexpected fiscal constraints, any freezes on wages will be across the board with other non-civil service employees.

ARTICLE 10. OVERTIME PAY

Section 1. Overtime Pay. All fire fighters shall earn and accrue overtime pay in accordance with the minimum requirements under state and/or federal law, requiring payment of overtime pay during a pay cycle.

Section 2. Employees who are called back to work when off duty, and who in fact return to work, shall be guaranteed a minimum of two (2) hours of pay. Such pay shall be at the overtime rate of pay if the conditions for payment of an overtime rate imposed by law are satisfied; otherwise the regular rate of pay shall prevail.

ARTICLE 11. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF PHARR for its civilian employees.

Section 2. Fire Administration & Fire Prevention Personnel. Fire Administration and Fire Prevention personnel who work a regular forty (40) hours work week shall be allowed to observe the holidays designated by the CITY as they occur. The holiday shall be treated as paid time off and the personnel shall receive their regular rate of pay.

Section 3. Fire Suppression Personnel. Fire Suppression personnel scheduled for duty during a city designated holiday shall earn a rate of pay as set forth below:

- B. Fire suppression personnel who are coming on duty on a City holiday shall earn a rate of pay one and half times their regular rate of pay for 15 hours of time; Fire suppression personnel who are coming off duty on a City holiday shall earn a rate of pay of one and a half time their regular rate of pay for 9 hours of time.
- C. Fire suppression personnel who are not scheduled for duty on a City designated holiday will receive pay for that holiday at their regular rate of pay for a period of nine (9) hours.

ARTICLE 12. PAID TIME OFF: VACATION LEAVE

Section 1. Accrual Rate. Employees shall earn and accrue vacation leave at the rate of fifteen (15) working days vacation leave in each year, except as otherwise provided in this Agreement.

Section 2. Twenty Year Employees. Employees who have accumulated twenty (20) years of service shall be entitled to accumulate a total of twenty (20) working days of vacation leave in each year.

Section 3. Carry-Overs. Bargaining unit employees shall be allowed to carry over any unused vacation days from year to year, but may not accumulate more than a total of two years' worth of annual leave at any time. Accrual of vacation leave beyond two years' worth of such leave shall not be recognized or credited, except as provided for below. This provision specifically overrides contrary provisions under §143.046(c), TLGC and the carry-over provisions contained herein are specifically approved by the CITY's governing body upon approval of this Labor Agreement.

- A. Grandfathering Provision. Bargaining unit members who, at the execution of the Labor Agreement for FY 2003 - 2005, had been allowed to accrue more than two years' worth of annual leave shall not lose that leave time in excess of two years, but shall not accrue any additional time in excess of two years.

Section 4. Scheduling. Optional vacation selection may be offered to classified employees during the first two weeks of September of each budget year. The first choices of vacation dates shall be based on seniority in rank and shall be limited to six working days (3 shifts) for suppression personnel. The second round of vacation selection dates shall be based on departmental seniority and shall also be limited to a maximum of six days (3 shifts). The third

round of vacation selection for 20 year and above classified employees shall be based on seniority in rank and shall also be limited to a maximum of six days (3 shifts). MEMBERS who do not wish to schedule annual leave during the month of September may schedule days throughout the fiscal year on an as needed basis as long as there are available dates. This provision specifically overrides contrary provisions under §143.046, TLGC.

Section 5. Only three (3) classifieds employee per shift shall be allowed to be on vacation leave at any given time. It is understood that the Fire Chief may at his discretion allow more than three (3) classified employees per shift be on vacation leave, subject to the staffing needs of the Department.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate. Fire fighters shall earn and accrue sick leave time in accordance with the minimum requirements of §143.045, TLGC – fifteen working days each twelve months, pro-rata as per the statute.

Section 2. Accumulation of Sick Leave Time. Fire fighters shall accumulate sick leave time in accordance with the minimum requirements of §143.045, TLGC and payout of any accrued sick leave benefits shall also be in accordance with §143.045, TLGC.

Section 3. Purpose of Sick Leave. Sick leave time is a privilege to be used for the sole purpose of wage continuation when a bargaining unit member is incapacitated due to a bona-fide illness, medical treatment and/or exposure to contagious disease that may jeopardize the health of others.

Section 4. Procedure for Notification. In those circumstances when a bargaining unit member is going to invoke sick leave as paid time off, the member must notify the shift supervisor of his/her absence with as much notice as reasonably possible, but in no event less than one (1) hour notice, along with a brief description of the nature of the illness or injury, unless extraordinary circumstances beyond the control of the employee prevent compliance with this requirement. The failure to provide such notification may subject the employee to disciplinary action.

Section 5. Protocol. When sick leave is taken because of the illness, injury, or disability of the firefighter personally, that employee shall concern themselves with their personal recovery and shall make every effort to facilitate their return to duty. Further, that employee shall not absent themselves from their place of confinement except to receive medical treatment or to fill a prescription for such treatment, or other necessary absence.

Section 6. Use of Sick Leave for Others As Allowed by Law. Any time taken by an employee under the authority of the Family Medical Leave Act, or any other similar law, shall be charged against a firefighter's accrued sick leave time. Sick leave utilization in connection with the requirements of a state or federal law may only be taken when the conditions for such leave, as prescribed by the applicable law, are satisfied. Abuse of any such privileges may subject the employee to disciplinary action.

Section 7. Administrative Investigation Privileges. City management reserves the right to investigate usage of sick leave by a firefighter, and may require, upon reasonable suspicion, a

member to provide documentary proof in support of sick leave usage when requested to do so. Failure to cooperate in any such investigation may subject the member to disciplinary action.

ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any bargaining unit employee, said employee shall be granted paid leave up to 72 consecutive hours for Fire Suppression shifts and 3 calendar days for non-shift classified employees per fiscal year for the purpose of attending a funeral, travel time and/or other necessary business pertaining to the funeral.

Section 2. For purposes of this Article only, the term “immediate family” is defined as spouse, son, daughter, parents, grandparents, brother, sister, nieces, nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts and first cousins and anyone who resides in the household of the employee and is dependent on the employee for support.

Section 3. The Fire Chief or his designee may upon the request of the employee, allow additional time off, subject to the operational needs of the department. Sick leave may not be used for bereavement leave purposes

ARTICLE 15. INSURANCE BENEFITS

Section 1. Life Insurance. The CITY shall provide life insurance benefits to each bargaining unit employee equivalent to what the CITY provides to the CITY’s civilian employees at any given time.

Section 2. Medical Insurance: The CITY will furnish to each bargaining unit employee, the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY’s civilian employees at any given time. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY OF PHARR and its employees at any given time.

ARTICLE 16. PENSION BENEFITS

Section 1. The CITY shall contribute to the pension funds of individual bargaining unit members an amount equivalent to what the CITY provides to the CITY’s civilian employees under the Texas Municipal Retirement System at any given time.

ARTICLE 17. UNIFORMS & PROTECTIVE EQUIPMENT

Section 1. Basic Uniforms & Apparel. The CITY shall issue to fire prevention and fire suppression personnel a set of uniforms (apparel) and linen at no cost to fire personnel. Issuance of uniforms and equipment shall be in accordance with the applicable SOP established by the Fire Chief for these purposes.

Section 2. Quality & Standards. All such protective clothing shall meet the minimum requirements of the Texas Commission on Fire Protection.

Section 3. A Standard issuance uniform shall be provided for all classified employees.

Section 4. Maintenance, Cleaning, Repair of Protective Equipment. The CITY shall provide for the cleaning, decontamination, maintenance, and repair of protective equipment on an as needed basis. Fire personnel shall be responsible to alerting management to the necessity of cleaning, decontamination, maintenance or repair as necessary.

Section 5. Maintenance, Cleaning, Repair of Basic Uniforms & Apparel. Each respective Firefighter shall be responsible for the routine cleaning and maintenance of the uniforms and apparel issued to them.

ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, PAY CYCLES, & STANDBY PAY

Section 1. Shift Cycles – Fire Suppression. The normal work shift cycle for fire suppression personnel shall be as follows: 1) 24 hrs on; 24 hrs off; 2) 24 hrs on; 24 hrs off; 3) 24 hrs on; 96 hrs off, and then repeated. Hours of work shall commence at 0900 hours and end at the same time the following day.

Section 2. Shift Cycles – Fire Prevention. The work shift cycle for fire prevention personnel shall be forty (40) hours a work week, scheduled between 8-10 hours a day at the discretion of the Fire Chief.

Section 3. Pay Cycle. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the CITY's authority to alter, modify, or otherwise change its pay cycles for fire personnel so long as any modification is in accordance with state and/or federal law.

Section 4. Shift Classified Employees (Fire Suppression Division) who are called in to work duty hours beyond their regular shift schedule shall be called utilizing the rotating list. Classified Shift Employees who are on-duty when called upon for unscheduled hours shall remain in place on the rotating list for call back.

Section 5. Compensatory Time. Compensatory time may be allowed in accordance with the requirements of the Fair Labor Standards Act.

Section 6. When an employee is officially designated On Call, the employee shall receive the same as other city of Pharr employees called out while on Call shall receive overtime pay for that actual time called out with a minimum of one hour, provided, however, that such on call overtime pay will be paid in accordance with FLSA rules and regs, and shall be paid only for prevention personnel.

ARTICLE 19. FIRE SUPPRESSION - SUBSTITUTION OF TIME

Section 1. Bargaining unit members shall be allowed a maximum of 72 hours worth of shift substitutions per month, subject to the approval of the Shift Lieutenant and reviewed by Fire Administration on enforcement of rules and regulations. Furthermore, a Substitution of Time together with regular scheduled and unscheduled hours shall not exceed 72 consecutive hours.

Section 2. Request for substitution shall be made as much in advance as possible up to (1) hour prior to the commencement of the shift.

Section 3. A shift substitution of time shall count against the classified employee scheduled to work due to the contract is between the two parties. Classified Employees requesting and

accepting substitution of time shall complete necessary forms required by the department that shall be located at Fire Station #2 to be solely under the supervision of the Lieutenant until electronic format is developed and implemented. The paper forms shall be submitted to Fire Administration for review and compliance. Non-Compliance will forfeit substitution of time requests.

Section 4. A shift substitution of times shall be paid back within 90 days from the date of the original shift exchange.

Section 5. A shift substitution of time may not be allowed if either the requestor or requestee would by their absence miss a scheduled training that otherwise cannot be made up.

Section 6. The substitution of time requestor is responsible for all signatures and approval by the On-Shift Lieutenant.

ARTICLE 20. ASSOCIATION BUSINESS LEAVE & PRIVILEGES

Section 1. Bulletin Board. The CITY shall allow for space on an existing bulletin board in each station in a conspicuous place, which the Local may use to communicate matters relating to union business to its members.

- A. Articles placed on such board shall be limited to local, state, or national meetings, announcements, legislative reports, safety bulletins, etc.
- B. No materials endorsing political candidates or issues or any matters or materials that are degrading or derogatory to the employer, or any other public officials will be allowed on the board and must be removed by the ASSOCIATION President, or his designate, upon request of the Fire Chief or his designate.

Section 2. Bargaining Sessions. For purposes of attending collective bargaining negotiations, the duly elected or appointed ASSOCIATION President, and the ASSOCIATION Secretary, or designee from the Local's Board of Directors, if scheduled to be on duty at the time a bargaining meeting or conference takes place, shall have the privilege of attending bargaining sessions without loss of pay or benefits; provided, however, that any such time spent shall be treated as on duty time and the fire fighter representative shall remain on call for all purposes.

Section 3. Other Union Activity. In addition to the foregoing privileges, paid or unpaid leave time for the purpose of ASSOCIATION business shall be allowed in the same manner and method allowed for Shift Exchanges under either this Labor Agreement or the Standard Operating Procedure applicable to shift exchanges.

Section 4. It is understood and agreed that any time spent by a designated union representative while on duty, for employment grievance, or disciplinary representation and that is conducted within the Fire Department and/or City facilities (stations, offices, City Hall etc.) shall be without loss of pay. Similarly, union representation by a representative who is not on duty shall not trigger any pay obligations by the City.

Section 5. Payroll Deduction of Dues. In connection with recognition, the CITY agrees to deduct, once each month, dues and assessments in an amount certified to be current by the

Treasurer of the Union, from the pay of those fire fighters who individually request, in writing, that such deductions be made from their paycheck.

- A. The total amount of deductions shall be remitted once each month, together with the names of the fire fighters from whom deductions were made by the CITY, to the Treasurer of the ASSOCIATION. The CITY shall forward, upon written request, to the Association a copy of all authorization or cancellation of voluntary deduction of Union dues by any fire fighter.
- B. This dues deduction provision is not intended to be exclusive and the CITY may offer, in its discretion, dues deduction to any other employee organization in accordance with its policies and practices.

Section 6. This authorization shall remain in full force and effect during the term of this Agreement or as long as the Association remains the exclusive bargaining agent.

ARTICLE 21. CONTINUING EDUCATION AND TRAINING

Section 1. Any Classified Employee who wishes to attend classes on their own time and obtain certification or credits for fire related or other courses approved by the department may petition for reimbursement of tuition, subject to the availability of funds. Any such request must first be pre-approved by the Fire Chief before the course is taken and the course must be successfully completed.

ARTICLE 22. HEALTH, SAFETY & FITNESS ISSUES

Section 1. It shall be a condition of employment for each bargaining unit member to be personally responsible for satisfying minimum requirements imposed by the Civil Service Commission and/or the TCFP for maintaining personal physical and mental health to function in the rank and position held by that member.

Section 2. The City and the Union shall meet and allow the Union to make recommendations on a fitness program for existing employees which is not punitive in nature, but is instead aimed at promoting physical fitness among all employees of the Department.

ARTICLE 23. SUBSTANCE ABUSE TESTING

Section 1. For purposes of this Labor Agreement, the baseline substance abuse testing policy shall be that designated by the CITY OF PHARR for its civilian employees, as established by the City Commission through official action.

Section 2. Provided, however, that given the heightened levels of substance abuse prevention and avoidance for public safety personnel, the Department may also establish, by departmental policy a substance abuse policy that is stricter than that afforded to civilian personnel.

Section 3. The parties understand and agree that in addition to the for cause standards of substance abuse allowed by state and federal law, the Department shall also establish a substance abuse testing program that will result in all personnel being tested for substance abuse at least one each year.

Section 4. In this regard, the parties understand and agree that administrative orders to submit to a substance abuse test shall be random and given on little or no notice by administration.

ARTICLE 24. INTERNAL INVESTIGATION PROCEDURE & FIREFIGHTER BILL OF RIGHTS

Section 1. The PARTIES understand and agree that the Fire Chief, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Fire Department, subject to such procedures required by law. The PARTIES further understand and agree that the Fire Chief retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2. Pre-Disciplinary Due Process Meeting. As a condition precedent to any disciplinary action imposed by the Fire Chief, a fire fighter shall be provided a pre-disciplinary due process meeting with the Chief in accordance with the provisions of this Article.

Section 3. The Notice of Pre-Disciplinary Due Process Meeting shall contain the following minimum information;

- A. A description of the misconduct that is being alleged against the firefighter.
- B. A summary of the rules, regulations, and policies alleged to have been violated.
- C. And the range of possible disciplinary action being under consideration by the Fire Chief.

Section 4. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with reasonable notice to the fire fighter, and shall be scheduled during normal business hours, unless extenuating circumstances dictate otherwise. The time period between the service of the Notice and the actual meeting with the Fire Chief shall be excluded from the administrative limitations period.

Section 5. If the Fire Chief decides to impose a disciplinary suspension, the procedures and deadlines under Chapter 143, TLGC shall apply, except as otherwise provided in this Article.

Section 6. If the fire fighter decides to appeal from a disciplinary action, the procedures and deadlines under Chapter 143, TLGC shall apply, except as otherwise provided in this Article.

Section 7. The Fire Chief is authorized to allow the firefighter to satisfy a disciplinary suspension of up to FORTY (40) work hours by substituting accrued paid time off that the fire fighter may have as accrued comp time or vacation time. This option is allowable only if the fire fighter accepts responsibility for the misconduct alleged in a duly filed charging instrument and waives his/her right to appeal the discipline imposed. This provision override and control any statutory provision to the contract contained in Chapter 143, TLGC.

Section 8. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. Allegations that a provision of this Article have been violated may not, and shall not, be grounds for a grievance or arbitration brought under those Articles relating to the enforcement of the contractual provisions of this Agreement. However, the Civil Service Commission or the independent hearing examiner before whom any disciplinary appeal is pending may give such weight to claims of breach of this Article as the Commission or hearing examiner finds

appropriate and may impose an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 25. VOLUNTEER FIRE DEPARTMENT

Section 1. Past Utilization Recognized. The ASSOCIATION hereby specifically acknowledges the existence of and the corps of Volunteer Firefighters for the CITY OF PHARR.

Section 2. The PARTIES understand and agree that the Volunteer Firefighters are not members of the bargaining unit, as such is defined by statute, nor are volunteer personnel entitled to the benefits of this Agreement.

Section 3. For purposes of this contract cycle, the ASSOCIATION agrees, consistent with the terms of this Agreement, to continue to work alongside the Volunteer Firefighters and to cooperate with the utilization of Volunteer Firefighters by the City to supplement the fire service and to control costs.

Section 4. It is agreed that the Volunteer Firefighters may, in consistent with the terms of this Agreement, continue to serve in the capacity of backup and support of the paid firefighters.

Section 5. The parties specifically agree that volunteer firefighters may be utilized to backfill any entry level unmanned position, on a temporary basis, so long as the volunteer has the qualifications and experience to backfill the unmanned entry level position.

Section 6. Volunteers shall not be entitled to any permanent position within the fire service and shall not be compensated for volunteer services.

ARTICLE 26. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however, employees retain all rights, privileges under Chapter 143, TLGC and the Civil Service Commission with respect to disciplinary matters.

Section 3. Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information: 1) a brief statement of the grievance and the facts or events on which it is based; 2) the sections(s) of the Agreement alleged to have been violated, 3) the remedy or adjustment sought; and 4) the bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

Section 4. Grievances arising from bargaining unit members and/or the ASSOCIATION shall proceed along the following Steps:

- A. Step 1. An aggrieved employee must initiate a grievance with the Association Grievance Committee within fifteen (15) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance.
- B. A copy of notice or receipt of the grievance shall be forwarded to the Fire Chief by the Association Grievance Committee within (3) business days of the receipt of the grievance. The Association Grievance Committee shall within their sole discretion determine if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Fire Chief in writing that no further proceedings will be necessary.
- C. If the Association Grievance Committee determines that the grievance is valid, it shall within fifteen (15) business days after receipt of the grievance, proceed to Step 2 of the procedure.
- D. Step 2. Any grievance found to be valid by the Association Grievance Committee shall be submitted to the Fire Chief within five (5) business days of the Step 1 Ruling. After receipt of the grievance, the Fire Chief shall within ten (10) business days submit his response in writing to the Association Grievance Committee.
- E. Step 3. If the grievance is not resolved in Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the Step 2 decision by the Fire Chief.
- F. The City Manager or his designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options. If the City Manager does not render a decision in this matter within ten (10) business days, the grievance shall be treated as having been denied on the 10th day.
- G. Step 4. If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the receipt of the City Manager's decision to submit the matter to arbitration. The arbitration procedure will be implemented by the ASSOCIATION delivering a letter so stating to the City Manager or his designee.
- H. Any of the administrative deadlines contained in the foregoing Steps may be extended or otherwise modified by written agreement of the PARTIES.

ARTICLE 27. ARBITRATION PROCEDURES

Section 1. If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days request a list of seven (7) neutrals from the American Arbitration

Association (“AAA”). The party with the burden of proof on the grievance shall be responsible for requesting a list of neutrals.

Section 2. Otherwise, within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the PARTIES shall use a strike procedure whereby an arbitrator is selected by having each PARTY strike in turn one (1) name from the list until only one name remains. The PARTY that invoked arbitration shall make the first strike. The remaining individual on the list shall serve as the Arbitrator.

Section 3. The arbitrator so selected shall, through the proper agency be promptly notified of his selection and the parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

Section 4. If the matter is submitted to arbitration under the foregoing terms; the Arbitrator shall adhere to the follow procedures and time-tables.

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and,
- B. Those agreed upon by written agreement of the parties.

Section 5. The arbitrator’s decision shall be in writing and shall be based on the testimony, documents, and exhibits made a part of the arbitration record.

Section 6. The Award shall be issued within thirty (30) days after conclusion of the evidentiary, unless an extension is otherwise agreed upon by the PARTIES. A copy of the Award shall be mailed or delivered to the President of the Local and to City Manager and City’s Fire Chief and their legal representative.

Section 7. With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement.

Section 8. Except as otherwise provided for in this Agreement, the arbitrator’s authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

Section 9. The cost of the impartial arbitrator shall be shared equally between the ASSOCIATION and the CITY. If a transcript of the proceedings is requested, then the PARTY so requesting shall pay for such transcript, unless otherwise agreed.

Section 10. Any and all time limits set forth in this article may be extended by written mutual consent, but if not so extended the limits must be strictly observed. Failure of the ASSOCIATION or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action need be taken. Failure of the CITY to respond within the time limits shall constitute a denial of the grievance and the Grievant or the ASSOCIATION may proceed to the next step.

Section 11. It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal form provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

Section 12. Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure, except as provided below.

Section 13. In the event that any provisions of the Chapter 143, TLGC pertaining to the hearing examiner, or other rights of disciplinary appeal or the act itself should be repealed either through legislation or local election. It is understood and agreed, that the appeal of disciplinary suspensions, termination, demotions, and promotional pass-over shall then, and only then, be subject to the contract grievance procedure established herein.

ARTICLE 28. MISCELLANEOUS PROVISIONS

Section 1. Publication of Labor Agreement. The CITY shall post this labor agreement on its website. A hard copy may be requested from the City Clerk subject to a printing fee.

Section 2. Fire Communications Personnel. The ASSOCIATION acknowledges the CITY's historic utilization of civilians in fire communications positions. The Association agrees that the CITY may continue to utilize civilian / non-civil service personnel to fulfill the functions in fire communications and agrees that it will not raise any challenge to the continuation of this historic practice in the CITY.

Section 3. Fire Inspector(s) and Public Fire Educator / Fire Safety Personnel. The ASSOCIATION acknowledges the CITY's historic utilization of civilians as fire inspectors and public fire education and safety personnel. The Association agrees that the CITY may continue to utilize civilian / non-civil service personnel to fulfill these functions and agrees that it will not raise any challenge to the continuation of this historic practice in the CITY.

- A. The parties further agree, however, that as the current civilians who hold the fire inspector and public fire education positions vacate the position held, the CITY, through appropriate action by the City Commission, will at that time convert the vacant civilian position into a civil service position at the rank of Engineer for the purpose of carrying out the fire inspector and public fire education functions. No more than four such positions shall be authorized, one of which shall include a trainer.
- B. A vacancy created under this provision shall be filled in the same manner as any other civil service vacancy is filled, that is, by a promotional test drawing from the rank immediately below that of Engineer. The statutory procedures,

notices, and deadlines applicable to the civil service promotional testing process shall apply to these newly created civil service positions.

- C. The parties further agree to a limited reopener of this provision if the civil service director is unable to obtain a promotional list within a at least two efforts to create a promotional list are exhausted.

ARTICLE 29. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the applicable thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period.

Section 3. Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 30. APPOINTED POSITIONS AND PROMOTIONS

Section 1. Captain. One (1) ranked “Captain” position will be created effective October 1, 2021 and will be an appointed position and will report directly to the Asst. Fire Chief or Fire Chief

Section 2. Battalion Chief. Three (3) ranked “Battalion Chief” positions will be created effective October 1, 2021 and will be filled in accordance with Chapter 143 TLGC as a tested position.

Section 3. One of the Three current Deputy Chief Positions will be eliminated.

- A. Existing personnel filling the position of the Deputy Chief shall be grandfathered into this position. Once one Deputy Chief is vacated, for any reason, it shall convert to a Captain Position as described by Article 30, Section 1.
- B. The remaining Deputy Chief position will remain a tested position to be filled in accordance with Chapter 143 TLGC.

Section 4. In accordance with Chapter 143, TLGC, if a person who has been appointed to one of the foregoing positions is removed from the appointed position, that person shall be reinstated in the department and placed in a position with a rank not lower than that held by the person immediately before appointment to the position. The person retains all rights of seniority in the department.

Section 5. In accordance with Chapter 143, TLGC, if a person holding an appointed position is charged with an offense in violation of civil service rules and is dismissed from the civil service or discharged from his appointed position, the person has the same rights and privileges of a hearing before the commission and in the same manner and under the same conditions as a classified employee.

Section 6. Promotion to the rank of Engineer.

- A. Effective October 1, 2021 all employees currently in the rank of Engineer will be required to obtain the following certification within the year of effective date:
 - a. Driver Operator - Pumper; and
 - b. Driver Operator – Aerial;
 - c. These certifications are exempt from the cap of 4 certifications as noted in the Pay table attached as “Appendix A”
- B. Failure to obtain the required certifications within the year will result in the following:
 - a. Employee will become ineligible for promotion until required certifications are met;
 - b. No authorized overtime; except in cases of emergency (holiday pay does not count as overtime);
 - c. Employee will be prohibited to exchange time.
- C. All employees in the Firefighter rank who wish to promote to the rank of “Engineer” will be required to have the required certifications of Driver Operator – Pumper and Driver Operator – Aerial. All firefighters have one year from October 1, 2021 to attain the 2 certifications. Anyone who does not have the required certifications by October 1, 2022 will not to be eligible to test for the rank of Engineer.
- D. All employees at the Firefighter rank shall not be eligible to be an Acting-Driver unless they attain the required certifications of Driver Operator – Pumper and Driver Operator – Aerial. This section will go into effect on Oct 1, 2022. Any firefighter who does not have the two required certifications by October 1, 2022 will not be eligible to be Acting Driver until certifications are obtained.

ARTICLE 31. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

Agreement - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement negotiated between the CITY OF PHARR and the ASSOCIATION;

Association – refers to the duly recognized and exclusive bargaining agent selected by a majority of the firefighters pursuant to Chapter 174, TLGC.

Bargaining Agent - refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF PHARR fire fighters under Chapter 174;

Bargaining Unit - all full time fire department employees, except the Fire Chief, members of the Volunteer Fire Department, any civilian employees;

Budget (Fiscal) Year- refers to a city’s fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Business Days – shall be defined as Monday through Friday during normal business hours of 8:00 o’clock am to 5:00 o’clock p.m.

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year.

CBA - refers to a Collective Bargaining Agreement and, when specified, to this Agreement;

Chapter 143 - refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;

Chapter 174 - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;

Civil Service - refers to the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code;

Civil Service Commission or CSC – refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC for the City of Pharr;

City - refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF PHARR, TEXAS;

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

City Management – refers to the administrative chain of authority within the City’s administrative structure starting within the Fire Department and rising through to the City Manager and, if necessary, the City Commission;

Classified Service - refers to the civil service classifications, including all rights, obligations, privileges, procedures, and protocols established by Chapter 143;

Department - unless otherwise specified, refers to the CITY OF PHARR Fire Department;

Employee – unless otherwise specified, shall refer to fire fighter personnel who qualify as members of the bargaining unit;

Execution Date – refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF PHARR in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the CITY OF PHARR, TEXAS;

Fire Administration & Fire Prevention – refers to Fire Department personnel who are not fire suppression personnel and who typically work a 40-hour workweek.

Fire Chief - refers to the Fire Chief appointed as the department head for the Fire Department, and includes the Fire Chief's designated representative;

Fire Department - refers to that department of the City of Pharr responsible for fire prevention, fire suppression, and fire safety functions for the City.

Fire Fighter(s) - refers to those CITY employees certified or licensed by the State of Texas to engage in fire fighting risk prevention and suppression services and who hold a position a budgeted and/or classified position within the City whose duties involve or include the provision of such services.

FLSA - refers to the Fair Labor Standards Act;

Grievance - is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of the Agreement as raised by the Grievance procedures in this Agreement.

Immediate Family Member - except as otherwise specifically provided for in this agreement, has the same meaning as contained in the Family Medical Leave Act and is limited to the employee, the employee's spouse and any minor children.

Labor Agreement - is this Collective Bargaining Agreement negotiated between the parties.

Local #4213 - refers to PHARR PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, IAFF LOCAL #4213, which is recognized under this Agreement as the exclusive bargaining agents under Chapter 174 for fire department fire fighters;

Longevity Pay - refers to the longevity pay component used by the City to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143 treated separately from Seniority Pay.

Member – refers to a fire department employee who is a bargaining unit member;

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & a ½ Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Paid Time Off – refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.

Parties – refers to the CITY OF PHARR and the ASSOCIATION jointly.

Pay Cycle – refers to the period of time in which the employer issues pay checks for services rendered and for purposes of calculating the employer's overtime pay obligations to individual employees.

Seniority Pay – refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee.

Shift Day – when applied to fire suppression personnel refers to one twenty-four (24) hours work period as part of a work cycle; it also amounts to two (2) working days, that is two (2) twelve hour (12) shifts; and a twelve (12) hour shift is one working day.

Standard Operating Procedure (also “SOP”) – shall refer to the City of Pharr Fire – Rescue: Policy & Standard Operating Procedure Manual, as amended, and in effect at any given time. Nothing in this Agreement making references to any SOP shall be construed as a restriction, limitation, or derogation of the authority of the CITY to create, alter, amend, or modify an SOP when necessary.

TCFP – shall refer to the Texas Commission on Fire Protection;

Time & a Half Pay - shall refer to a rate of pay that is agreed to by the parties, but which is not otherwise mandated by law. Different from Overtime Pay, which is a rate of pay mandated by state or federal law, as opposed to by negotiated agreement.

Working Day – refers to one (1) twelve (12) hour period that otherwise comprise a ½ Shift Day, as defined above.

Grievance No. _____

CITY OF PHARR, TEXAS
FIRE DEPARTMENT STANDARD GRIEVANCE FORM

Grievance Submittal

Employee must use this form, or one substantially like it, for filing grievances with the Union grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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A. Factual Basis of the Grievance. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature

Date

Association Representative

Date

Fire Chief/designee

Date

Grievance Forms
City of Pharr – IAFF Local #4213

Grievance No. _____

FIRE DEPARTMENT GRIEVANCE FORM
UNION GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone
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Division	Title/Rank	Station/Shift	Phone
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Union Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION Forward for Adjustment Reject Grievance

Grievance Committee Representative

Date

Association Representative

Date

APPENDIX “A”
COLLECTIVE BARGAINING AGREEMENT
Fiscal Year 2021 – Fiscal Year 2024

1. BASE PAY AMOUNTS *

CLASSIFICATION	Current	FY 21-22	FY 22-23	FY 23-24
Fire Fighter Trainee **	\$27,000.00	\$27,000.00	\$27,000.00	\$ 27,000.00
Fire Fighter I (probationary) ***	\$37,500.00	\$37,500.00	\$37,500.00	\$ 37,500.00
Fire Fighter II	\$40,700.00	\$43,549.00	\$44,855.00	\$46,200.00
Engineer	\$44,700.00	\$47,829.00	\$49,263.00	\$50,741.00
OFFICER LEVEL		FY 21-22	FY 22-23	FY 23-24
Lieutenant/Asst. Fire Marshal	\$49,662.00	\$53,138.00	\$54,732.00	\$56,374.00
Captain	N/A	\$56,348.00	\$58,038.00	59,779.00
Battalion Chief	N/A	\$59,558.00	\$61,344.00	\$63,184.00
Deputy Chief/Fire Marshal	\$55,662.00	\$65,978.00	\$67,957.00	\$69,996.00

* For calculation purposes annual base pay as outlined above is rounded off to the nearest whole dollar. Base pay shall be paid out on a pro-rata basis utilizing the City’s usual and customary payroll calendar.

** Firefighter trainees are not members of the Collective Bargaining Unit as they do not meet the definition of a Firefighter under Chapter 174, TLGC, and are included here for reference purposes only. Trainees are at will and shall be carried in a probationary status while in the training academy.

*** Newly certified firefighters shall be carried as probationary firefighters for a period of one full year, beginning from the date of their TCFP certification and successful completion of the fire academy. An entry level firefighter who is already TCFP certified when hired, shall serve in a probationary status for a period of one full year beginning from date of hire.

This provision is intended to override any statutory provision to the contrary in Chapter 143, TLGC relating to probationary status.

**** The position of Assistant Chief is an appointed position under Chapter 143, TLGC. The City reserves the right to appoint that position and to determine the appropriate salary and benefits to be allowed to this position.

***** The CITY reserves the right to determine the number of budgeted positions that it will maintain in any of the ranks specified above.

2. SENIORITY PAY

Seniority pay is available to all members of the bargaining unit after completion of the entry-level probationary period as follows:

YEARS OF SERVICE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
One year	\$250.00	\$250.00
Two years or more	\$250.00	\$500.00
Three years or more	\$1,000.00	\$1,500.00
Four years or more	\$500.00	\$2,000.00
Five years or more	\$1,500.00	\$3,500.00
Six years or more	\$250.00	\$3,750.00
Seven years or more	\$250.00	\$4,000.00
Eight years or more	\$1,000.00	\$5,000.00
Nine years or more	\$250.00	\$5,250.00
Ten years or more	\$250.00	\$5,500.00
Eleven years or more	\$250.00	\$5,750.00
Twelve years or more	\$250.00	\$6,000.00
Thirteen years or more	\$500.00	\$6,500.00
Fourteen years or more	\$250.00	\$6,750.00
Fifteen years or more	\$750.00	\$7,500.00
Sixteen years or more	\$250.00	\$7,750.00
Seventeen years or more	\$250.00	\$8,000.00

Eighteen years or more	\$500.00	\$8,500.00
Nineteen years or more	\$500.00	\$9,000.00
Twenty years or more	\$1,000.00	\$10,000.00
Twenty – one years or more	\$300.00	\$10,300.00
Twenty – two years or more	\$300.00	\$10,600.00
Twenty – three years or more	\$300.00	\$10,900.00
Twenty – four years or more	\$300.00	\$11,200.00
Twenty – five years or more	\$300.00	\$11,500.00
Twenty – six years or more	\$300.00	\$11,800.00
Twenty – seven years or more	\$300.00	\$12,100.00
Twenty – eight years or more	\$300.00	\$12,400.00
Twenty – nine years or more	\$300.00	\$12,700.00
Thirty years or more	\$300.00	\$13,000.00
Thirty-one years	\$300.00	\$13,300.00
Thirty-two years	\$300.00	\$13,600.00
Thirty-three years	\$300.00	\$13,900.00
Thirty-four years	\$300.00	\$14,200.00
Thirty-five years	\$300.00	\$14,500.00

Seniority Pay is paid out pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the labor agreement by both parties.

3. LONGEVITY PAY

Longevity pay is available for only certified firefighters after completion of the entry-level probationary period as follows:

YEARS OF SERVICE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
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One year	\$75.00	
Two years or more	\$75.00	\$150.00
Three years or more	\$75.00	\$225.00
Four years or more	\$75.00	\$300.00
Five years or more	\$75.00	\$375.00
Six years or more	\$75.00	\$450.00
Seven years or more	\$75.00	\$525.00
Eight years or more	\$75.00	\$600.00
Nine years or more	\$75.00	\$675.00
Ten years or more	\$75.00	\$750.00
Eleven years or more	\$75.00	\$825.00
Twelve years or more	\$75.00	\$900.00
Thirteen years or more	\$75.00	\$975.00
Fourteen years or more	\$75.00	\$1,050.00
Fifteen years or more	\$75.00	\$1,125.00
Sixteen years or more	\$75.00	\$1,200.00
Seventeen years or more	\$75.00	\$1,275.00
Eighteen years or more	\$75.00	\$1,350.00
Nineteen years or more	\$75.00	\$1,425.00
Twenty years or more	\$75.00	\$1,500.00
Twenty – one years or more	\$75.00	\$1,575.00
Twenty – two years or more	\$75.00	\$1,650.00
Twenty – three years or more	\$75.00	\$1,725.00
Twenty – four years or more	\$75.00	\$1,800.00
Twenty – five years or more	\$75.00	\$1,875.00
Twenty – six years or more	\$75.00	\$1,950.00
Twenty – seven years or more	\$75.00	\$2,025.00

Twenty – eight years or more	\$75.00	\$2,100.00
Twenty – nine years or more	\$75.00	\$2,175.00
Thirty years or more	\$75.00	\$2,250.00

5. CERTIFICATION PAY: TEXAS COMMISSION ON FIRE PROTECTION

Section 1. Certification pays will be capped at four (4) certifications total for each Firefighter. Certification Pay shall be paid on a pro-rata basis as follows:

TCFP CERTIFICATION	ANNUAL PAY	CUMULATIVE PAY
Fire Investigator	\$ 300.00	\$300.00
Arson Investigator	\$ 300.00	\$600.00
Public Educator I	\$300.00	\$300.00
Public Educator II	\$300.00	\$600.00
Fire Inspector / Plans Examiner	\$300.00	\$300.00
Wildland Firefighter	\$300.00	\$300.00
Fire Instructor I	\$300.00	\$300.00
Fire Instructor II	\$300.00	\$600.00
Fire Instructor III	\$300.00	\$900.0
Hazardous-Materials Technician	\$600.00	\$600.00
Hazmat Incident Commander	\$300.00	\$900.00
Fire Officer		
Level I	\$300.00	\$300.00
Level II	\$300.00	\$600.00
Level III/IV	\$300.00	\$900.00
Incident Safety Officer	\$300.00	\$300.00
Driver-Operator Pumper	\$300.00	\$300.00
Driver-Operator Aerial	\$300.00	\$600.00
EMT	\$1,200.00	\$1,200.00

Section 2. The following certifications are exempt from the cap of 4 as noted above in Section 1.

LEVEL	2021-2024	CUMULATIVE
BASIC	---	---
INTERMEDIATE	\$900.00	\$900.00
ADVANCED	\$1,200.00	\$2,100.00

MASTER	\$1,500.00	\$3,600.00
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6. EDUCATION PAY

Education pay is available to all certified firefighters in the department for successful completion (a passing grade) of courses that are part of a degree plan at an accredited college or university. It shall be paid on a pro-rata basis as follows:

HOURS COMPLETED	ANNUAL PAY	CUMULATIVE PAY
60 hours +	\$600.00	\$600.00
90 hours - Associates Degree	\$400.00	\$1,000.00
Bachelors Degree	\$1,500.00	\$2,500.00
Master Degree	\$1,500.00	\$4,000.00
Ph.D	\$1,500.00	\$5,500.00

7. ASSIGNMENT PAY

Assignment pay is limited to authorize positions and is available for persons who perform certain specified job duties, as specified below. It shall be paid out on a pro-rata basis as follows:

AUTHORIZED ASSIGNMENT (Fire Suppression))	JOB DUTIES POSITIONS	ANNUAL PAY
7	Fire Instructor II (Certified by TCFP)	\$700.00
3	Fire Investigator	\$850.00
12	Haz-Mat Technicians	\$1,200.00
1	Fire Arms Instructor	\$700.00
4	Fire Investigator	\$850.00
3	Fire Instructor II	\$700.00
4	Arson Investigator (TECLOE License)	\$3000.00

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