



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, FEBRUARY 19, 2024**

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

1. CALL TO ORDER:

- A) Roll call and possible action on the excusing of any absent member of the governing board.
- B) Pledge of Allegiance/Invocation.

2. PROCLAMATIONS:

- A) Proclamation proclaiming National Engineers Week.

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

4. PUBLIC HEARINGS: *(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

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

A) Submission of Sales Tax Collection Report for February 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

B) City Events of Interest.

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

A) Approval of Minutes for February 5, 2024 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-06 to adopt new and updated Personnel Policies. **(2nd Reading) This item supports SE - Service Excellence.** (HR)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-38 to adopt an updated Purchasing Policy Manual. **(2nd Reading) This item supports SE - Service Excellence.** (PURCHASING)

D) Consideration and action, if any, on Ordinance adopting a new Procurement Card Policy Manual. **(2nd Reading) This item supports SE - Service Excellence.** (PURCHASING)

E) Consideration and action, if any, on Memorandum of Understanding between the Texas Department of Public Safety and Pharr Police Department for certification of commercial vehicles and weight enforcement. **This item supports SSC - Safe and Secure Community.** (POLICE)

F) Consideration and action, if any, ratifying the purchase of a 2024 Mercedes Sprinter Van for \$82,491.88 from ED Hicks Imports, LTD. from Corpus Christi, TX. **This item supports SE - Service Excellence.** (PURCHASING)

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

1. The City of Pharr, owner, 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 3.4 acres, more or less, out of Lot 7, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is located at 4800 North Jackson Road. COZ#240103 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
2. Cross Development CC Pharr, LLC., representing Heavy Investments, LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.09 acres, more or less, out of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is located at 1400 East Ferguson Avenue. COZ#240101 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
3. Diana L. Bojorquez De Robles, DBA Royal Garden, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.21 acres, more or less, out of Lots 12 and 13, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 213 East Ferguson Avenue, Suite C. CUP#240101 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
4. Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.3 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite M. CUP#191272 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
5. Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being a 1.27 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1901 West Interstate Highway 2. CUP#170846 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
6. Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1501 South Cage Boulevard, Suite A. CUP#211065 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
7. Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1300 East Business Highway 83, Suite 6. CUP#201258 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
8. O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. CUP#160633 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

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9. Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. CUP#161155 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance approving the extension of the boundaries of Tax Increment Reinvestment Zone (TIRZ) #2. **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution in support of Citrus Village, L.P. to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Citrus Village Apartments. **(TABLED)** **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution designating members to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

D) Consideration and action, if any, on Resolution declaring eight (8) vehicles from the Pharr Police Department Fleet as surplus property and authorizing the sale of said vehicles, via GovDeals.com. **This item supports SSC - Safe and Secure Community.** (POLICE)

E) Consideration and action, if any, on Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, Series 2024, for the design, acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. **This item supports IF - Infrastructure.** (ADMINISTRATION)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Change Order No. 3 with Asago Construction, LLC for the amount of \$12,647.34 and an additional 158 work week days for the PSJA Tri-City Sidewalk Safety Pedestrian Improvements Phase I. (ENGINEERING)

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B) Consideration and action, if any, on release of Final Payment and Retainage in the amount of \$125,109.57 to Castle Enterprises, LLC and acceptance of the Fir Avenue Paving Improvements Project as complete. (ENGINEERING)

C) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Nueva Luz Foundation for the implementation of a Wellness Program for Pharr employees. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to enter into a Service Contract subscription with Carbyne, Inc. from New York, NY for next generation video for 9-1-1 services for Pharr Public Safety Communications (NPPGov Cooperative Purchasing Program and Contract No. PS20300). **This item supports SSC - Safe and Secure Community.** (PURCHASING)

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

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

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

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

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

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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.

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

11. 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. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and imelda.perez@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 16th day of February 2024 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 16th day of February 2024


HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____

Proclamation



HEREAS, National Engineers week is celebrated yearly since 1951 to increase public awareness and appreciation of the engineering profession and the work that more than 2 million engineers in this country do; and

WHEREAS, our city is made great by engineers that perform exemplary service by ensuring the quality of capital improvement projects that preserve and enhance the health, safety and welfare of the public; and

WHEREAS, engineering has been called the invisible or stealth profession because everything around us and things we use every day have been engineered in some way shape or form, yet we may not see the engineers behind the scenes or know much about their profession; and

WHEREAS, the City of Pharr is dedicated to strengthening and promoting the engineering profession through educational offerings among students and the community; and

WHEREAS, Engineers build the foundation for progress and development and contribute greatly to society by turning ideas into reality.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the week of February 18 – 24, 2024 as:

“National Engineers Week”

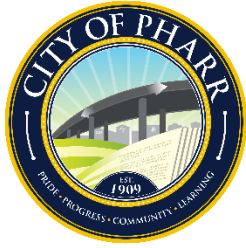
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of February 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: February 19, 2024

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
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: February 14, 2024

MEETING DATE: February 19, 2024

FROM: Jamison Merrick, Asst. Director of
Office of Organizational & Strategic
Excellence

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for February 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 0.48% YTD TRUE GROWTH compared to last YTD February 2023 and 0.01% INCREASE compared to last February 2023 payments.

Fiscal Consideration: n/a

Staff Recommendation: Presentation only.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Jamison Merrick
Jamison Merrick
City Management Office

Created/Initiated - 2/14/2024
Approved - 2/15/2024
Final Approval - 2/15/2024



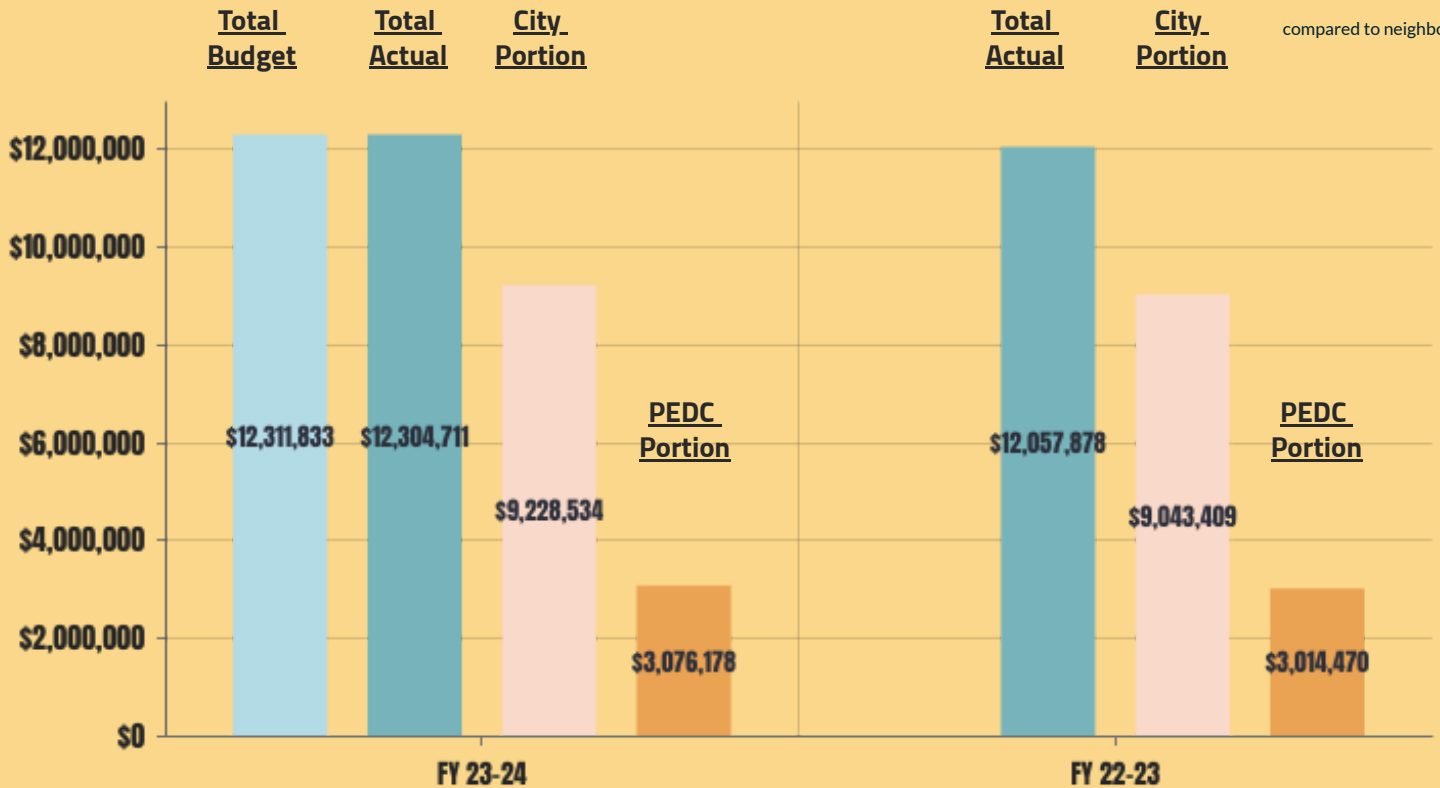
CITY OF PHARR SALES TAXES

as of February 2024
FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 9

compared to neighbor Cities



0.48% YTD

Increase in Sales Tax from
Last Year*



0.01%

Compared to February
2023 Cash Basis.



-0.06%

Less than Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 2.05%.

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED:

MEETING DATE: February 19, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: February 15, 2024

MEETING DATE: February 19, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for February 5, 2024 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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
City Management Office

Created/Initiated - 2/15/2024
New -

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, FEBRUARY 5, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, February 5, 2024 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Comm. Itza Flores

STAFF PRESENT: Jonathan, City Manager
David Friedlein, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Imelda Perez, Assistant City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, Asst. HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Danny Ramirez, E.M.S. Chief
C.J. Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Cynthia Gutierrez, Public Health Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

Comm. Chavez was not present at the time of roll call but arrived at 4:02 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING FEBRUARY 2024 AS BLACK HISTORY MONTH

Jonathan Flores, City Manager, introduced the item.

Mayor Hernandez read proclamation proclaiming February 2024 as Black History Month and presented proclamation to Imayo York.

Imayo York, Village In The Valley, thanked the commission for recognizing Black History Month and their continued support.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Jonathan Flores, City Manager, introduced the item and stated Ruben Alfaro, City Engineer, was in the audience and questions could be entertained at this time.

Mayor Hernandez asked for status on the Pharr International Bridge Project.

Ruben Alfaro, City Engineer, briefly reported the permit from Army Corps of Engineers had been received and stated the project would start in April 2024.

B) CITY EVENTS OF INTEREST

Jonathan, City Manager, introduced the item.

1. PRESENTATION BY THE NATIONAL ALZHEIMER'S ASSOCIATION ON NOTICE OF GRANT AWARD TO THE PHARR PUBLIC HEALTH DEPARTMENT FOR THE HEALTHY BRAIN INITIATIVE

Maxine Vieyra, Program Manager for Alzheimer's Association for San Antonio and South Texas Chapter, and Greg Sciuto, Executive Director, announced the City of Pharr was the first city awarded the Healthy Brain Initiative Award by the Alzheimer's Association.

Cynthia Gutierrez, Public Health Director, stated she was very excited about the Healthy Brain Initiative Award and mentioned the City of Pharr was partnering with the Alzheimer's Association to implement public health strategies that promote and educate residents regarding brain health and supporting people with dementia. She further stated the initiatives would be monthly support group meetings and additional activities would be available to help residents cope with the diagnosis.

Mayor Hernandez stated he was very honored with everyone involved with this initiative.

At this time, Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on city events.

Yuri Gonzalez, Chief Communications Officer, reported the "Walk with Your Pet" event was taking place on Wednesday, February 7, 2024 at Pharr Vanguard Academy Nature and Birding Center. She stated this was part of the It's Time Texas Community Challenge and encouraged residents to come out with their pets to walk.

Yuri Gonzalez, Chief Communications Officer, also reported the "Say I Do" event would take place on Wednesday, February 14, 2024, Valentine's Day, at Pharr One – French Garden exterior grounds. Ms. Gonzalez stated they would be hosting wedding ceremonies and all those wishing to participate must obtain a wedding license seventy-two hours prior to event. She further provided a video recap of last year's event.

Yuri Gonzalez, Chief Communications Officer, further reported the "Night Under the Stars" concert also taking place on Wednesday, February 14, 2024 at 8:00 p.m. at Pharr One location. Vanessa Soto, Special Events Coordinator, added Creative Arts Studio, school of music, would have students perform with live classical and modern music and invited the public to attend this free event.

Yuri Gonzalez, Chief Communications Officer, announced the City of Pharr was hosting a Job Fair on Thursday, February 15, 2024 at Pharr EMS located at 3000 N. Cage Blvd. from 9:00 a.m. to 4:00 p.m. She stated this event was open to the public and encouraged anyone looking to join our organization to come out and apply. She stated there would be interviews on the spot and screenings for the various job openings.

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Yuri Gonzalez, Chief Communications Officer, further reported on upcoming It's Time Texas events. She stated a "Yoga" event would take place on Wednesday, February 21, 2024 at the P.S.J.A. North 6:00 p.m. to 7:00 p.m. The "Walk with The Mayor" event on Friday, February 23, 2024 at the P.S.J.A. Stadium at 5:30 p.m. and the "Zumba" event would take place on Wednesday, February 28, 2024 at The Hub Parking Lot located at 200 S. Cage Blvd. from 6:00 p.m. to 7:00 p.m. She further mentioned these were free events and encouraged the public to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, announced the 16th Annual St. Patrick's Day 5K Walk/Run would take place on Saturday, March 2, 2024 at 1000 S. Fir St. with race start time at 8:00 a.m. She encouraged the public to participate and stated information could be obtained by calling the Pharr Parks and Recreation Department and provided a video recap of last year's event.

Mayor Hernandez advised the events planning departments to consider coordinating these events in the North, Central and South side of Pharr to encourage participation from all our residents.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JANUARY 2, 2024 - REGULAR CALLED MEETING AND JANUARY 15, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT TO USE PHARR MEMORIAL LIBRARY AS A POLLING LOCATION FOR THE UPCOMING 2024 ELECTION DAY. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (LIBRARY)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR CITY'S WATER RATE STUDY. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (FINANCE)**
- D) CONSIDERATION AND ACTION, ON REQUEST FROM ARISE FOR POLICE AND FIRE DEPARTMENT ASSISTANCE DURING THEIR INTERNATIONAL WOMEN'S DAY MARCH ON FRIDAY, MARCH 8, 2024. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)**
- E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. M&S GROUP, INC., D/B/A WING DADDY'S SAUCE HOUSE, REQUESTED RENEWAL OF CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE**

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PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 4A & 5A, PARADISE COMMERCIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 601 SOUTH JACKSON ROAD. CUP#200318 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

2. ROGELIO IBANEZ, JR., REPRESENTING TEYSHA GROUP, LLC., OWNER, REQUESTED 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 5.33 ACRES, MORE OR LESS, OUT OF LOT 223, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1100 EAST MOORE ROAD. COZ#231103 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
3. ELBOW'S MAC AND CHEESE TEXAS, LLC., REQUESTED RENEWAL OF CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.067 ACRES, MORE OR LESS, OUT OF LOT A, MEDICAL RIDGE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1401 SOUTH JACKSON ROAD, SUITES 3 & 4. CUP#220950 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

F) PLATS:

1. RUBEN ALFARO, P.E., REPRESENTING THE CITY OF PHARR, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED PHARR HEALTH SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING AN 11.227 ACRE TRACT OF LAND BEING THE NORTH 594.00 FT. OF THE WEST 823.30 FT. OF LOT 7, BLOCK 4, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 4800 NORTH JACKSON ROAD. SUB#240102 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced the consent agenda and recommended approval.

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

Ordinance No. O-2024-01 is filed with the City Clerk's Office.

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

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

The time being 4:29 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to

MINUTES: REGULAR CALLED MEETING
February 5, 2024

discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:33 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2020-06 TO ADOPT NEW AND UPDATED PERSONNEL POLICIES. (1ST READING) THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (HR)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2021-38 TO ADOPT AN UPDATED PURCHASING POLICY MANUAL. (1ST READING) THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING A NEW PROCUREMENT CARD POLICY MANUAL. (1ST READING) THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF CITRUS VILLAGE, L.P. TO SUBMIT AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2024 COMPETITIVE 9% HOUSING TAX CREDITS FOR CITRUS VILLAGE APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)**

MINUTES: REGULAR CALLED MEETING
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Jonathan Flores, City Manager, introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ALLOWING PARTICIPATION WITH NPPGOV. FOR COOPERATIVE PURCHASES AND/OR SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-06 is filed with the City Clerk's Office.

- F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE DONATION OF CITY-OWNED EMERGENCY MEDICAL SERVICES EQUIPMENT TO RGV CAREERS FOUNDATION INC. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (EMERGENCY MEDICAL SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-07 is filed with the City Clerk's Office.

- G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE DONATION OF CITY-OWNED EMERGENCY MEDICAL SERVICES EQUIPMENT TO CRUZ VERDE, MEXICO. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (EMERGENCY MEDICAL SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-08 is filed with the City Clerk's Office.

- H) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING SURPLUS OF EMS EQUIPMENT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (EMERGENCY MEDICAL SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-09 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

- A) **CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF A 2024 CHASSIS FOR THE FIRE DEPARTMENT FROM CHASTANG FORD IN THE AMOUNT OF \$72,400.00 (BUYBOARD COOPERATIVE PURCHASING CONTRACT NO. 724-23). THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)**

Jonathan Flores, City Manager, introduced the item.

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

- B) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE FIBER AND SUPPLIES NECESSARY TO FINALIZE THE CITYWIDE FIBER PROJECT FROM GRAYBAR, INC, OUT OF FORT WORTH, TX, THROUGH OMNIA COOPERATIVE CONTRACT #EV2370 IN AN AMOUNT NOT TO EXCEED \$461,319.86. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) **CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BORDER INFRASTRUCTURE CONSULTING FOR PROFESSIONAL INFRASTRUCTURE LOBBYING SERVICES IN MEXICO. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (BRIDGE)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:36 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 5th DAY OF FEBRUARY 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: February 6, 2024

MEETING DATE: February 19, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-06 to adopt new and updated Personnel Policies. ***(2nd Reading) This item supports SE - Service Excellence.***

Classification: Consent

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

Issue: Adopt new and updated Personnel Policies.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Veronica Ramirez
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/6/2024
Approved - 2/13/2024
Approved - 2/13/2024
Final Approval - 2/13/2024

ORDINANCE NO. O-2024-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2020-06 ADOPTING A NEW AND UPDATED PERSONNEL POLICY AND PROCEDURES MANUAL AND REPEALING, SUPERSEDING, AND RENDERING NULL AND VOID ALL PRIOR ORDINANCES ADOPTING THE PREEXISTING PERSONNEL POLICY AND PROCEDURES MANUAL, AS AMENDED FROM TIME TO TIME

WHEREAS, the majority of the services rendered by the City of Pharr to its citizens and residents are provided by a broad range of employees and other personnel hired by the City of Pharr; and

WHEREAS, the hiring, orientation, training, discipline, and evaluation of the City's workforce is guided by an existing Personnel Policy and Procedures Manual, as amended; and

WHEREAS, the existing Personnel Policy and Procedures Manual needs to be updated, modified, and revised to incorporate changes in the law affecting personnel management in the public sector, as well as to take into account the growing size and abilities of the City's workforce; and

WHEREAS, the adoption of a new City of Pharr Personnel Policies and Procedures Manual will supersede and render null and void all previously enacted ordinances that address personnel policies and procedures so as to incorporate all new changes, modifications, and updates into a single stream-lined document; and

WHEREAS, the Board of Commissioners has commissioned the preparation of an updated and modified Personnel Policy and Procedures Manual, which is attached as an exhibit to this Ordinance and is hereby incorporated by reference for all purposes.

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

SECTION 1. ADOPTION OF UPDATED PERSONNEL POLICY AND PROCEDURES MANUAL

The Board of Commissioners hereby adopts the new City of Pharr Personnel Policies and Procedures Manual, which is as Exhibit "A" to this Ordinance and is incorporated by reference for all purposes.

SECTION 2. REPEALER; SPECIFIC ORDINANCES

The following Ordinances, which relate to the adoption of the existing Personnel Policy and Procedures Manual, as amended from time to time over the years, are, with the adoption of this Ordinance, hereby superseded, repealed and rendered null and void; specifically Ordinance Nos. O-2007-29; O-2007-54; O-2008-19; O-2008-53; O-2009-06; O-2010-51; O-2011-42; O-2012-39; O-2012-44; O-2016-32; O-2017-35, and O-2020-06.

SECTION 3. REPEALER; GENERALLY

Any other Ordinances not mentioned in Section 2 that address subject matter areas that are now addressed in the Personnel Policy and Procedures Manual, attached as Exhibit "A" to this Ordinance, are also hereby superseded, repealed and rendered null and void to the extent that any such Ordinances or parts thereof are in conflict with the subject matter and content of the attached Exhibit "A".

SECTION 4: SEVERABILITY CLAUSE

If any part of this Ordinance is found to be invalid or unconstitutional by a court having competent jurisdiction, then that invalidity or unconstitutionality shall not affect the remaining parts, and those remaining parts shall continue to be in full force and effect, and to that extent this ordinance is considered severable.

SECTION 5: EFFECTIVE DATE

The Ordinance shall take effect 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 FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of February, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, 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 February, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of March, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Pharr



PERSONNEL POLICY MANUAL

Adopted: February 3, 2020
Revised: March 4, 2024

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

Leadership Traits

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

Professionalism in your work and appearance.

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

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

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

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

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

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

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

Integrity in your work and in your life.

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

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

Discipline in what you do.

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

Set clear expectations and boundaries, and always be consistent.

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

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

Everyone is expected to perform their duties in an ethical, fair, legal manner free of conflict of interests. You must adhere to moral, professional, and legal standards of conduct in the fulfillment of your professional responsibilities in order to enhance your performance and meet expectations.

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

Leadership Principles

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

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EXHIBIT A – Nepotism Chart

CHAPTER 1. GENERAL STATEMENT

Section 1. General Statement. The policies and procedures set forth in this manual provide guidelines for city management and the employees during the employment relationship. This manual contains general statements of the City of Pharr personnel policies and does not, because it is impossible to do so, contain the finer details for implementation and application in particular circumstances.

Section 2. No Contract Created or Intended. Further, this Personnel Policy Manual is not intended to, nor does it in fact, serve as an express or implied contract or promise of employment. Neither this manual nor the policies and procedures set forth in it create contractual rights regarding the status of job descriptions, maintenance of standards, personnel action, or otherwise. This manual is intended as a guide for management and employees that addresses expectations and objectives in connection with personnel management.

Section 3. Retention of Authority to Modify Policy. The City of Pharr retains the authority to add policies in this Personnel Policy Manual or revoke or modify them from time to time in the form of supplemental policies and directives to fulfill the needs of the various city departments. Employees are charged with the responsibility of remaining aware of changes to the policies and procedures communicated to them by written memos and directives by management.

Section 4. Effective Date. The provisions of this updated personnel manual shall take effect upon their final approval by the Board of Commissioners. The effect of final approval shall generally be immediate, except where a retroactive application is required by law, or in a situation where a prior version of this manual supplies a rule of decision.

Section 5. Expectation of Compliance. The City of Pharr expects its employees to comply with all applicable rules of behavior and conduct in the performance of duties, including all rules, regulations, and policies relating to safety rules and standards.

Section 6. Customer Service Orientation. Every city employee is expected to know and understand that the employee works for all the citizens of Pharr and that exemplary customer service is a job requirement that applies to every budgeted position authorized by the Board of Commissioners.

CHAPTER 2. EMPLOYMENT AT-WILL

Section 1. General Statement. Employment at the City of Pharr is at-will. Either an employee or the city can terminate an employment relationship at any time, with or without cause, and with or without notice. Nothing contained in this manual or in the City of Pharr policies should be construed as a contract of employment or otherwise. No verbal statements or promises made by anyone at the time of hire or thereafter contrary to this policy are binding on the city in any manner.

Section 2. Board of Commissioners.

CHAPTER 3. MANAGEMENT FUNCTIONS

Section 1. The City of Pharr retains the right to exercise customary managerial functions, including, but not limited to, the right to:

- A. Select, hire, assign, supervise, correct, and discharge employees.
- B. Decide and change performance standards and expectations and evaluate employees' performance.
- C. Decide and change reporting times, quitting times and shifts.
- D. Transfer employees within departments or into other departments and other job classifications.
- E. Decide and change the size and qualifications of the workforce.
- F. Decide and change the methods by which operations are carried out.
- G. Manage and control the premises and equipment.

- H. Assign duties to employees according to operational needs and requirements.
- I. Establish, change, and abolish policies, practices, procedures, rules, and regulations.

CHAPTER 4. CITY ORGANIZATIONAL STRUCTURE POLICY

Section 1. Home Rule Municipality. The City of Pharr is a home-rule municipality governed by an elected Board of Commissioners.

Section 2. City Manager Administration. The City Manager, as the Chief Executive Officer for the city, is hired by and is accountable to the elected Board of Commissioners. Except as otherwise provided in this manual, or as required by law, the City Manager has final authority over the day-to-day management of all employees who work for the City of Pharr.

- A. The city is organized in a top-down pyramid structure, and it is organized into administrative departments. The design of the administrative structure, including the design and functions of each department, is determined by the Board of Commissioners and the City Manager.

Section 3. Staffing. The staffing needs of the city, and of each specific department, is also controlled by the City Manager and the Board of Commissioners. The number of budgeted and recognized positions is handled through the budget process, considering the needs of the city and any fiscal restraints that exist in any particular budget year.

Section 4. Administration. The City Manager shall have final authority and responsibility for the administration and enforcement of the policies set forth in this manual. Executive staff will assist the City Manager in setting and enforcing standards of employee conduct, welfare, and morale citywide.

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

Section 6. Departmental Policies. Department directors with prior approval of City Manager may prepare and enforce supplemental personnel policies for the administration of personnel matters regarding their department.

- A. These departmental policies and procedures shall serve as supplements to this Personnel Policy Manual. In the event of conflict in any section, this Personnel Policy Manual shall prevail.

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

- A. To provide fair and equal employment opportunity for qualified persons;
- B. To promote and increase efficiency and responsiveness to the public;
- C. To maintain recruitment, advancement, and to enhance the attractiveness of a City of Pharr career and encourage each employee to give their best effort to the city and the public; and
- D. To promote pride and high morale among City of Pharr employees with examples set forth in Pharr PRIDE Leadership Principles and Traits.

CHAPTER 5. EQUAL EMPLOYMENT OPPORTUNITY POLICY

Section 1. The City of Pharr realizes that equal employment opportunity benefits the city and its employees through the full utilization of all human resources.

Section 2. The City of Pharr has and will continue to provide equal employment opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against, or harassment of applicants or employees because of race, color, sex, religion, national origin, age, disability, veteran status, genetic information, or any other protected status. The City of Pharr will continue to recruit, hire, promote, transfer, take corrective action, and make all personnel decisions,

including those related to compensation and benefits, non-discriminately and in accordance with applicable law. Further, the city will make reasonable accommodation for applicants and employees with known disabilities who can perform the essential job functions with or without such accommodations.

Section 3. The City of Pharr requires all employees to bring to the city's attention any information regarding any incident of possible discrimination or harassment so that the matter can be investigated, and appropriate action taken. Violations of this policy will result in corrective action and/or termination of employment.

CHAPTER 6. DIVERSITY, EQUITY, AND INCLUSION

Section 1. The City of Pharr is committed to fostering, cultivating, and preserving a culture of diversity, equity and inclusion that inspires respect for all employees, customers, vendors, contractors, and others in the work environment.

Section 2. Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and city's achievement as well.

Section 3. We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

Section 4. The City of Pharr's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- A. Respectful communication and cooperation between all employees.
- B. Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- C. Work/life balance through flexible work schedules to accommodate employees' varying needs.
- D. Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

Section 5. All employees of the City of Pharr have a responsibility to always treat others with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other city-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Section 6. Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action, which may include termination of employment. Employees who believe they have been subjected to any kind of discrimination that conflicts with the city's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

Section 7. Right to Terminate or Amend Policy: The City reserves the right to modify, suspend, change, or terminate this Policy at any time, as allowed by law. This Policy does not create any contractual rights or obligations, whether expressed or implied. Subject to local law, the English-language version will prevail.

CHAPTER 7. OPEN DOOR

Section 1. The City promotes a positive work culture that encourages all employees to voice their thoughts, ideas, issues, and concerns. The policy and guidance apply to all City employees who want to discuss any work-related issue or concern with any supervisor or manager beyond informal discussions with their immediate supervisor.

Section 2. The City strives to establish and maintain an environment that encourages all employees to raise concerns and differing views promptly and without fear of reprisal. The free and open exchange of views or ideas, conducted in a non-threatening environment, provides a forum where concerns and alternative views can be considered and addressed in an efficient and timely manner. This environment leads to improved decision making and supports the City's mission.

Section 3. A City employee is expected to make use of the ODP in good faith in accordance with this policy to discuss any issue or concern, raise differing views, and propose solutions as early as possible in the decision-making process with their immediate supervisor on a regular, ongoing basis. On occasion, however, an employee may wish to initiate a discussion regarding a work-related issue or concern with the next level of management. An employee may request an Open-Door meeting with their next level of management with their intermediate supervisor.

Section 4. Promote early discussion and consideration of differing views or alternative approaches, innovative, or improvement ideas.

Section 5. Provide a city employee with a channel for communicating an issue or concern that impacts their work environment with any city supervisor, manager, or next level of management.

CHAPTER 8. REFERENCE CHECKS

Section 1. The City of Pharr does not provide, and no director or supervisor is authorized to provide employment-related letters of recommendation. However, the City of Pharr will respond to all employment reference check inquiries from other employers. The Human Resources department alone is authorized to provide reference information on current and former employees.

Section 2. Responses to these inquiries will usually be limited to the first day of work, last day of work, job title, and rehire status. However, if an employee has authorized in writing the release of wage rate or salary, that information will also be revealed.

CHAPTER 9. FIRE & POLICE DEPARTMENT PERSONNEL

Section 1. State civil service laws, as well as collective bargaining laws and contracts cover certain city employees in the Police and Fire Departments.

Section 2. Personnel management for members of the respective bargaining units are governed by applicable collective bargaining contract provisions (if any), by civil service statutes, by local civil service rules and regulations, and by departmental rules and regulations and standard operating procedures, in that order.

- A. To the extent that a labor agreement has incorporated by reference provisions of this manual, the applicable provisions shall be treated as forming a part of the labor agreement.

Section 3. Except as provided above, the provisions of this Personnel Policy Manual shall apply in the absence of a provision, rule, regulation, or directive contained in any one or more of the foregoing instruments. To the extent that the provisions of this Personnel Policy Manual supply the applicable rule, the provisions of this manual shall be binding on civil service employees.

Section 4. Application and interpretation of the provisions of this manual are at the discretion of the City Manager and the respective department director for the Fire and Police departments.

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

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

CHAPTER 10. CATEGORIES OF EMPLOYEES

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

- A. **Regular Full-Time Employees** are those who are scheduled to be at work a minimum of forty hours per week on a regular basis.
 - 1) These employees currently receive full benefits;
 - 2) Paid time off categories of leave will accrue on a prorated basis.
- B. **Regular Part-Time Employees** are those who are regularly assigned to work less than full-time.
 - 1) These employees shall not receive any fringe benefit, except those required by law.
- C. **Temporary or Seasonal Employees** who are expected to remain employed for only a limited period of time not to exceed 6 months or for a special task or project will be carried as temporary employees.
 - 1) These employees shall not receive any fringe benefit, except those required by law.

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

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

CHAPTER 11. ORIENTATION STATUS

Section 1. New Employees. All newly hired employees shall be employed on an orientation status for a period of six (6) months from the date of hire.

Section 2. Transferred Employees – Intra-departmental Transfers. Any existing employee who is transferred from one job position to another within the same department shall be employed on an orientation status for a period of three (3) months from the date of transfer.

Section 3. Transferred Employees – Inter-departmental Transfers. Any existing employee who is transferred from one job position to a position in a different department shall be employed on an orientation status for a period of three (3) months from the date of transfer.

Section 4. Transferred employees do not have an entitlement to any specific pay or benefits connected to the former position held. Pay and benefits shall be determined by the job description of the job position and the qualifications of the employee relative to the job description.

Section 5. Employees who are promoted to management positions shall be carried on an orientation status for a period of six (6) months from the date of promotion.

Section 6. The orientation period is intended to allow both the employee and the employee's supervisors to evaluate the knowledge, skills, and abilities of the employee in the designated position.

Section 7. Within the orientation period the employee may request or will receive counseling, feedback, and evaluations (verbal or in writing) with respect to job performance.

Section 8. A rehired or otherwise reinstated employee shall be treated as a new employee for purposes of orientation status.

Section 9. Vacation Leave. During the time that an employee is on orientation status, that employee shall accrue, but shall not be entitled to utilize, vacation leave that accrues during the orientation period.

- A. This limitation on the use of accrued leave shall apply only to newly hired or rehired employees, and those employees going from non-civil service to civil service or from civil service to non-civil service.

Section 10. Sick Leave. During the time that an employee is on orientation status, that employee shall accrue, and shall be allowed, to utilize accrued sick leave during orientation period.

Section 11. In addition, an employee on orientation status may not grieve or otherwise appeal any personnel decision or action taken against that employee.

CHAPTER 12. FLSA: EXEMPT AND NON-EXEMPT EMPLOYEES

Section 1. General Statement. For purposes of determining the city's obligations, if any, to pay overtime rates as per federal law, all employees are classified as either "exempt" or "non-exempt" in accordance with the guidelines established by federal law.

Section 1. "Exempt" employees are those who are not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

- A. The determination of who is exempt is based upon an employee's actual job duties and meeting the criteria established by FLSA.

Section 2. "Non-exempt" employees are those employees who are covered by the overtime provisions of the Fair Labor Standards Act.

- A. Non-exempt employees who work over forty (40) hours per week are entitled to an overtime rate of pay, or compensatory time, in accordance with the FLSA.
- B. Paid time off, such as sick leave and vacation leave, while compensated, does not count as productive time, that is, "work time" for purposes of calculating whether the city must pay an overtime rate of pay.
- C. City mandated training time will be considered as productive time, that is, "worked time" for purposes of calculating whether the city must pay an overtime rate of pay.

Section 3. Any overtime hours worked by non-exempt employees must be approved by the employee's department director or designee. Non-approved overtime work shall be compensated, as required by law, but may result in corrective action and/or termination of employment.

CHAPTER 13. RESIDENCE REQUIREMENTS

Section 1. City employees are not required to reside in the continental United States and are not required to live within the City of Pharr city limits.

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

Section 3. The city is not responsible for any travel costs incurred in commuting to and from work or duty stations when coming on or off duty.

CHAPTER 14. NEPOTISM: STATE LAW

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

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

- A. An officer of this municipality; an officer for purposes of this definition includes the following:
 - 1) Any elected official of the Board of Commissioners; and,
 - 2) The City Manager.

Section 3. Relationships Covered By Nepotism under State Law. Consistent with the provisions of Chapter 573, Texas Government Code, as well as the self-imposed nepotism restrictions adopted by this policy, this policy applies to relationships within the third degree by consanguinity or within the second degree by affinity, as those terms are defined in Chapter 573, Texas Government Code, as amended.

Section 4. Prohibition Applicable to Public Officials. A public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a regular position that is to be directly or indirectly compensated from public funds or fees of office if:

- A. The individual is related to the public official within a degree described by Section 573.002 of the Texas Government Code; or
- B. The public official holds the appointment or confirmation authority as a member of a local board and the individual is related to another member of that board, within a degree described by Section 573.002.

Section 5. Board of Commissioners as Public Officials. As applied to the Board of Commissioners, the state law nepotism prohibitions apply to the following appointed positions under the City Charter, specifically:

- A. The appointment of municipal officers and other management personnel, specifically:
 - 1) The City Manager;
 - 2) The City Attorney;
 - 3) The City Clerk and Assistant City Clerk;
 - 4) The City Auditor; and,
 - 5) The Municipal Judge(s).
- B. The appointment of any boards, panels, committees recognized under the City Charter and who would be directly or indirectly compensated from public funds or fees.

Section 6. Appointed Officers as Public Officials. As applied to appointed officers of the city who meets the definition of public official, the state law prohibitions on nepotism also applies to the appointed officers set forth above.

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

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

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

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

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

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

- A. The individual is employed in the position before the election or appointment of the public official to whom the individual is related in a prohibited degree; and,
- B. That prior employment of the individual is continuous for at least:
 - 1) Thirty (30) days, if the public official is appointed;
 - 2) Six (6) months, if the public official is elected at an election other than the general election for state and county officers; or,
 - 3) One year, if the public official is elected at the general election for state and county officers.
- C. If an individual continues in a position, the public official to whom the individual is related in a prohibited degree may not participate in any deliberation or voting on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or discharge of the individual if that action applies only to the individual and is not taken regarding a bona fide class or category of employees.
- D. Any subsequent changes to the continuous employment exceptions in Chapter 573 of the Texas Government Code will control over this policy.

Section 11. Creation of a Nepotism Relationship. If a prohibited nepotism relationship is created by marriage, adoption, or by operation of law or fact, the individual to whom the public official is related in a prohibited degree shall be separated from employment as an administrative separation.

Section 12. Construction & Authority. The City Manager reserves and retains the right to act upon and resolve on a case-by-case basis familial relationship issues within the city's personnel workforce that do not in fact violate this policy, but which may create an appearance of favoritism or impropriety.

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

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

CHAPTER 15. NON-PROFESSIONAL EMPLOYEE RELATIONS

Section 1. Purpose. The City of Pharr intends to maintain a work environment that is free from intimate, romantic, or dating relationships between supervisors and their subordinates or between employees involved in any other power-differentiated relationship. Power-differentiated relationships can lead to sexual harassment (or the appearance of harassment) and adversely affect city morale, operations, and productivity because of favoritism, bias, or unfair treatment (or the appearance of favoritism, bias, or unfair treatment).

- A. A "power-differentiated relationship" is any supervisor-subordinate work relationship or other work relationship in which one employee supervises or manages (directly or indirectly) another employee or makes decisions concerning another employee's terms, conditions, or privileges of employment. The city does not otherwise discourage friendship or social activities among its employees.

Section 2. When an intimate, romantic, or dating relationship develops between a supervisor and a subordinate, the supervisor involved in the relationship must report it to their manager or to the Human Resources Director.

Section 3. Once a power-differentiated relationship is reported, the city may attempt to modify the work relationship, through transfer within the city or by any other available options. The city may also give the employees the option to either terminate their relationship or to continue it, at which point one employee will be required to resign.

CHAPTER 16. REHIRE & NO REHIRE

Section 1. The city may, in its sole discretion, rehire a former employee if the former employee is qualified to perform the duties of a particular position.

Section 2. Applicants' ineligible for rehire as a matter of standing city policy are any former employee who meets one or more of the following conditions:

- A. A former employee who was terminated for policy violations; or,
- B. A former employee who resigned while under investigation for misconduct; or,
- C. A former employee who left employment other than in good standing at the time of separation of employment.
 - 1) The determination of good standing at the time of separation shall be made by the immediate supervisor and noted on final personnel action form (PAF).
- D. The discovery of data destruction, including texts, pictures, emails, documents from devices like cell phones, computers reflect negatively on the city and shall have consequences for rehire eligibility.
- E. In such cases, the initial personnel action form reflects good standing, a new personnel action form indicating not in good standing will be re-issued to reflect the changed status.
 - 1) When an intimate, romantic, or dating relationship develops between a supervisor and a subordinate, the supervisor involved in the relationship must report it to their manager or to the Human Resources Director.

CHAPTER 17. EMPLOYMENT OR APPOINTMENT TO A POSITION

Section 1. Employment shall be based on the qualifications of applicants as ascertained through fair and practical selection methods, which may include testing of job knowledge, skills, and abilities. The city reserves the right to determine whether a job applicant is fit for the appointment to any particular position.

Section 2. The city reserves the authority to require clearance on background checks, physical, medical, and psychological examination, including a drug screening, in connection with any offer of employment.

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

CHAPTER 18. ACCESS TO PERSONNEL FILE

Section 1. The City of Pharr maintains personnel files and records for the City of Pharr employees. These files contain documentation regarding many aspects of the employee's tenure with the city, such as performance appraisals, corrective action notices, letter of commendation, etc. The City of Pharr maintains any required medical information in a separate confidential file.

Section 2. An employee's personnel records belong to the City of Pharr and not to the employee. An employee may request copies of their records, subject to the provisions of the Texas Public Information Act and the customary copy charges.

Section 3. An employee has the privilege of inspecting their official personnel file, upon written request made to the department director or human resources. Review and inspection of an employee's personnel file shall be under the supervision of the department director or human resources or designee.

Section 4. The employee may request a copy of any document in their own personnel file. Such copies will be made by the Human Resources Director or designee. The employee may also submit information for inclusion in their file, such as a response to a performance appraisal or new credentials earned. The employee may also request the correction or removal of inaccurate, irrelevant, outdated, or incomplete information from their records.

Section 5. The City of Pharr reserves the right to withhold from an employee's access any documents in their file which the city, in its sole judgment, deems to invade, impair, compromise, or in any way affect the rights or legitimate expectations of others to privacy or confidentiality. The city further reserves the right to withhold comments which it deems private, confidential, or privileged.

Section 6. The City of Pharr will respect and protect the employee's privacy. It will not voluntarily disclose or disseminate personnel or medical records, salary, benefits, or terms of employment without the employee's prior permission. However, supervisors may be allowed to review parts of employees' files on a need-to-know basis. Regulatory agency representatives during their business may be permitted access to personnel files. Further, emergency, or medical personnel on a need-to-know basis will be able to review medical records during an emergency medical situation.

CHAPTER 19. CHANGES IN EMPLOYEE PERSONAL DATA

Section 1. Each employee is responsible for notifying their department director and/or human resources in writing, about the following subject matter(s):

- A. Change of address, whether it be mailing or residential;
- B. Change of phone number, whether it be listed or unlisted;
- C. Change in marital status or in number of dependents to the extent that such change impacts health insurance coverage and income tax withholding;
- D. Change of beneficiary for life insurance and retirement benefits;

- E. Change in banking information that could impact direct deposit account on file;
- F. Any additional schooling, training, certificates or degrees earned during the course of employment;
- G. Any changes in social security or driver's license numbers;
- H. Any arrest for any offense other than a minor traffic offense.

CHAPTER 20. HOURS OR WORK; WORK CYCLES

Section 1. The city's basic work schedule shall coincide with the established hours of business, which run from Monday through Friday, and shall be a core workweek of forty (40) hours.

Section 2. Depending on the purposes and function of each department, the city, acting through its management personnel (City Manager and department directors), may establish work schedules that provide for city services outside of the usual business cycle on an as needed basis, but shall generally adhere to a forty-hour work period.

Section 3. Lunch breaks, rest stops, and any other such breaks shall be established by the management personnel on an as needed basis.

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

CHAPTER 21. TELEWORK

Section 1. The City considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking is intended to create flexible conditions that will help employees accomplish their work effectively without disruption to city services. Teleworking may be appropriate for some employees and jobs, but not for others. Teleworking is not an entitlement; rather, it is an accommodation made on a case-by-case basis by a manager, and it in no way changes the terms and conditions of employment with the City.

Section 2. Telework arrangements should not impede the mission and core values for the City – internal and external customer service is critical to the success of the organization and if teleworking negatively impacts customer service, the arrangement may be revoked for an individual or entire department.

Section 3. The duties, responsibilities, and conditions of employment remain the same as if the employee was not telecommuting. The employee must continue to comply with City of Pharr policies and procedures while working remotely.

Section 4. Teleworking is a mutually agreed upon work arrangement between the city and the employee. The city and/or department director and/or supervisor, with or without cause, may revoke or modify the telework agreement at any time.

Section 5. Teleworking by one employee should not negatively impact the workload or productivity of others by shifting responsibilities or creating delays and additional steps in workflows or processes. Teleworking will not affect compensation, benefits, work status, or work responsibilities. Teleworking should not negatively impact customer service offered to the public or impede processes that are required to follow internal policies.

Section 6. Teleworking arrangements may result in the sharing of on-site workspace. The City of Pharr reserves the right to adjust workspaces for sharing among teleworkers as the space needs of the organization continue to be maximized.

Section 7. Violations of this directive can lead to loss of teleworking privileges as well as possible disciplinary action up to, and including, termination.

Section 8. Individuals requesting telework arrangements must be employed with City of Pharr for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record. Exceptions to this eligibility criteria require approval by the City Manager or designee.

Section 9. Eligibility. Before entering into any teleworking agreement, the employee, supervisor, and Department Director, will evaluate the suitability of such an arrangement, reviewing the following areas:

- A. Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telework including strong time management and organizational skills, self-motivation, dependability, and strong computer literacy. Additionally, the employee is not suitable for telework arrangements if actively on a level of discipline. Because such an assessment can take time, it is necessary for the employee to have successfully completed their first 6 months of employment. An exception to this requirement may be considered and granted by the City Manager or designee through a memo submitted by the Department Director.
- B. Job responsibilities. The employee, supervisor and Director will discuss the job responsibilities and determine if the job is appropriate for a teleworking arrangement. Human Resources can provide guidance in this assessment.
- C. Other Considerations. The employee and supervisor will review the physical workspace needs, the appropriate location for the telework and the scheduling needs of the division in establishing a successful telework arrangement.

Section 10. Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Section 11. Emergency or Other Event. In the event of a wide scale emergency or other citywide event that could impact the community and/or operations, the City Manager, or an authorized designee, reserves the right to declare an emergency event status or temporary operation status and either implement, suspend, or modify this policy. In the event of an emergency, designated employees must be ready to assist in managing the emergency event and these designated employees will be considered essential for the continuity of governmental operations.

CHAPTER 22. TIME-KEEPING & PAYROLL RECORDS

Section 1. Employees are required to accurately and timely record their hours of work for payroll purposes via the time keeping system in place. This must include any hours that would qualify for overtime pay or compensatory time.

- A. Non-exempt employees are required four (4) punches a day.
- B. Exempt Managers, Supervisors, and exempt employees in non-supervisory roles are required one (1) punch a day and are required to clock in immediately upon arrival to work.

Section 2. Time records are official government records that involve the expenditure of public funds. Therefore, they must be maintained accurately and truthfully. Improper or illegal alteration or mutilation of city personnel records can lead to disciplinary action or even criminal liability exposure.

Section 3. The city retains the unilateral authority to alter or change its pay cycles at any time, the City will give advance notice of such a change before it is implemented.

Section 4. Voluntary deductions authorized by the employee may include payments for health insurance premiums, credit union, personal insurance premiums, etc. Details for voluntary deductions should be requested from the department director or human resources.

Section 5. All employees are required to participate in mandatory direct deposit.

CHAPTER 23. SALARY, WAGES, BENEFITS

Section 1. Authority of Board of Commissioners. The final determination of applicable salary, wages, and benefits shall be made by the Board of Commissioners as part of its authority to manage the city's fiscal budget.

Section 2. Staffing Levels & Authorized Positions. Similarly, the final determination of the staffing levels and/or number of positions to be authorized shall be made by the Board of Commissioners as part of its authority to manage the city's fiscal budget.

Section 3. Compensation Package. The Board of Commissioners shall determine the form and nature of the compensation package for authorized positions, including but not limited to categories of pay such as salary, wages, seniority pay, education pay, certification pay, and any and all other categories of pay that the Board of Commissioners authorizes by separate action.

Section 4. Benefits Package. The Board of Commissioners shall determine the form and nature of the benefits package for city employees, including but not limited to health insurance, workers' compensation insurance, various categories of paid time off such as holidays, vacation days, sick leave, retirement, and other such benefits that may be authorized by separate Board of Commissioners action.

Section 5. The terms, conditions, and details of the foregoing pay, and benefits package shall be set by separate action as may be taken from time to time by the Board of Commissioners.

CHAPTER 24. OVERTIME WORK & PAY

Section 1. Overtime will be authorized or directed only when it is in the interest of the city and is the most practical and economical way of meeting workloads and deadlines.

Section 2. All overtime must be authorized by the department director prior to a non-exempt employee working overtime, except in cases of emergency. Unauthorized overtime will be paid, as required by law, but failure to secure prior approval of overtime compensation may subject the employee to disciplinary action, which may include termination of employment.

Section 3. Non-exempt city employees entitled to overtime pay will be paid one and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of forty (40) within a work period.

Section 4. Holidays, vacation leave, sick leave, jury duty, military leave, and other absences from productive work will not be counted as time worked for purpose of overtime pay computations under FLSA.

Section 5. The accrual of overtime by the City of Pharr FLSA Non-Exempt personnel is allowed when, in the judgment of the employee's department director, overtime is necessary.

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

CHAPTER 25. ADVERSE INCIDENT PAY

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

Section 2. Adverse Incident Procedures.

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

Section 3. Impact Periods.

- A. Pre-Impact Period - This is the time prior to a potential adverse incident and includes emergency response activities and mitigation measures by the City of Pharr's departments in preparing or responding to an adverse incident or potential adverse incident. This period may begin when the City Manager, or designee, notifies department directors, assistant directors, or managers that an adverse incident has the potential to occur and/or the city Emergency Operations Center (EOC) is activated.
- B. Impact Period - This is the time during which emergency response activities continue and/or restoration of critical services are conducted to protect life safety, property and the environment, and most routine city business functions may be suspended. During this period, city management may designate key essential personnel to take mandatory shelter in a facility recognized or approved by the city (EOC, designated shelter, etc.). The Impact Period begins when a majority of routine city business functions are closed and ends when the City Manager, or designee, notifies employees that it is safe for most routine city business functions to resume and city employees to return to work.
- C. Post-Impact Period - This is the time in which restoration of non-critical services are conducted and the city is poised to reestablish normal operations. The emergency response to the adverse incident has passed and post-incident operations are initiated. Operations such as debris removal, building and infrastructure damage assessments are done and public service needs (i.e. private property damage assessment, street signs are put up, small business loan are initiated, etc.) are met. During this period, city management may designate key essential personnel to function in mandatory shift work to address the public needs. The key goal in this period is to get the city back to normal operations.

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

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

Section 5. General.

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

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

- B. Paid administrative leave will start when the employee is dismissed by their department director and will continue until the City Manager, or designee, notifies employees that it is safe to return to work, but not exceed 40 regularly scheduled hours. Employees are expected to return to work on their next scheduled day or shift following the City Manager, or designee, notification the Impact Period is over. The employee shall check with their immediate supervisor or department director on when and where to report upon returning to work. If an employee fails to return to work or cannot return for other reasons, then the work time lost will be identified as leave of absence without pay, unless on a case-by-case basis other paid leave (vacation, sick, etc.) is approved. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours. If additional paid administrative leave is not authorized by the City Manager, or designee, the employee may opt to utilize accrued paid vacation or accrued compensatory time to account for any hours not worked.
- C. The City of Pharr recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an adverse incident. When evacuation of personal residences is required, Emergency Essential Employees will be permitted and expected to make arrangements for their families like any other individual, including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of paid administrative leave for this purpose. Employees who are not able to return to work because of emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at city facilities due to impassable roadways, etc.) must contact their department director, or designated supervisor, as soon as possible and to be placed on paid administrative leave. The failure to return to work when conditions permitted an employee to return will be considered as an unauthorized absence from work, which may be sufficient cause for corrective action and/or termination of employment.
- D. During an adverse incident, any unauthorized absence from work or assignment may be considered sufficient cause for termination of employment.
- E. At city management's discretion, previously approved leave, vacation, etc., for essential employees may be canceled when an adverse incident has the potential to occur or exists. Failure to return to work upon notice, either written or verbal, that leave has been canceled will be deemed as an unauthorized absence from work or assignment, which may be sufficient cause for termination of employment.
- F. All other policies concerning pay shall comply with the City of Pharr's Personnel Rules.
- G. At the conclusion of the Adverse incident the City Personnel Policies shall be fully in effect.

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

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

- 2) During an Impact Period and Post-Impact Period, essential exempt employees authorized to perform work for the benefit of the city related to the incident shall be paid at their overtime computed rate for each hour worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. The exempt-status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this policy.
- 3) During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the city (EOC, designated shelter, etc.) they shall be paid at their overtime computed rate for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the city may vary by department or individual as determined by the department director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. Exempt employees not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.
- 4) The exempt employees computed hourly rate shall be applied to hours worked on weekends, holidays, and any hours over their regular daily schedule during the Impact and Post-Impact Period as determined by the department director, or designee, and/or City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 5) During an Impact Period, exempt employees released from work, which are not required or are unable to report to work due to the conditions created by the adverse incident, shall receive paid administrative leave for up to 40 normally scheduled hours. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine city business functions are suspended for more than 40 regularly scheduled hours. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- 6) Once an Impact Period has ended, an exempt employee shall check with their immediate supervisor, or department director, on when and where to report upon returning to work. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case- by-case basis. Failure of the employee to contact their department director, or direct supervisor, within one (1) regularly scheduled workday following the City Manager, or designee's, direction to return to work may result in corrective action and/or including termination of employment.
- 7) Nothing herein shall be construed to affect the exempt status of such employees.

B. Non-Exempt Employees.

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

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

Section 7. Summary.

	Pre-Impact Period*	Impact and Post-Impact Period
Activities	Emergency response preparation activities and mitigation measures by the City of Pharr Departments.	Emergency response activities and critical services are conducted to protect life safety, property and the environment. Most routine city business functions may be suspended.
Begins	City Manager, or designee, advises an Adverse Incident has the potential to occur.	City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists.
Ends	City Manager, or designee, advises the potential for an Adverse Incident has passed and the city resumes routine city business functions. OR City Manager, or designee, advises the city has entered the Impact Period.	City Manager, or designee, advises it is safe for employees to return and resume most routine city business functions.
Emergency Essential		
Non-Exempt Emergency Essential	Normal rate of pay	Overtime rate for all work hours <i>Mandatory residency:</i> Overtime rate for all worked hours

Exempt Emergency Essential	Normal rate of pay	Overtime computed rate for all worked hours <i>Mandatory residency:</i> Overtime rate for all worked hours
Emergency Non-Essential		
Non-Exempt Emergency Non- Essential	Normal rate of pay	Administrative Leave of up to 40 hours** at normal rate of pay
Exempt Emergency Non- Essential	Normal rate of pay	Administrative Leave of up to 40 hours** normal rate of pay

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

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

CHAPTER 26. COMPENSATORY TIME (FLSA)

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

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

Section 3. Employees may request, or the department director may require the use of comp time if such use does not unduly disrupt the operations of the department.

Section 4. Employees may be required to use comp time prior to using any other form of paid leave.

Section 5. Comp time may not be transferred from one employee to another.

Section 6. Department directors are authorized to allow FLSA Non-Exempt employees to accrue up to forty (40) hours of Compensatory Time, in lieu of overtime pay.

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

Section 8. Upon change in exempt status, transfer or termination of employment, a non-exempt employee will be paid for unused comp time.

CHAPTER 27. STANDBY TIME

Section 1. Standby compensation is paid to non-exempt non-civil service employees who are specifically required to be available by phone, or other means of communication to respond to various job assignments after regular work hours.

Section 2. City employees required to be on standby shall be compensated in accordance with the minimum standards required by state or federal law. Standby pay will be determined by an administrative directive. Employees on standby status shall take the necessary steps to be fit for duty as if they were on regular duty.

Section 3. Hours spent on standby is not regarded as working time but is defined as that period of time an employee is required to be available for work within thirty (30) minutes from time of notification and requires the employee to leave work at their home where they can be reached.

Section 4. If the employee on standby is called in to work, the time sheet on the assignment shall be treated as "hours worked."

Section 5. Rosters indicating standby assignments shall be posted at least twenty-four (24) hours prior to the anticipated requirement of standby status when possible. Standby time during the week begins one (1) minute after the employee's regular workday ends and continues until he returns to work on the next day, or the employee is otherwise advised.

Section 6. On weekends or holidays standby time begins one (1) minute after the employees' regular workday ends and continues until their next regular scheduled workday begins or is otherwise advised.

Section 7. Only non-exempt employees shall be eligible for standby compensation. Standby time shall not be considered hours worked for purposes of calculating overtime.

CHAPTER 28. PAID TIME OFF: GENERAL PROVISIONS

Section 1. Paid time off involves the use by an employee of time that is compensated, but not actually worked. Vacation leave and sick leave are the best examples of paid time off, as well as compensatory leave time.

Section 2. Workers' compensation injury leave is not treated as paid time off and qualifies as its own category of leave. Employees who are on workers' comp injury leave are treated as being on unpaid leave.

Section 3. Paid time off shall not qualify as "working time" for purposes of calculating whether an employee is entitled to overtime pay within any given pay cycle.

Section 4. Employees who are using paid time off shall continue to accrue benefits, such as sick leave and vacation leave, as if they were at work. By the same token, employees absent from work without pay for at least eighty (80) hours in that month, i.e., unpaid leave, shall not accrue additional paid time off, except as otherwise provided in this policy.

CHAPTER 29. PAID TIME OFF: HOLIDAYS

Section 1. As of the adoption of this Manual, the recognized city holidays for the city's regular full-time and part-time employees are the following:

- 1) New Year's Day (January 1st)
- 2) Martin Luther King Day (3rd Monday in January)
- 3) Presidents' Day (3rd Monday in February)
- 4) Good Friday (Friday before Easter)
- 5) Memorial Day (last Monday in May)
- 6) Independence Day (July 4th)
- 7) Labor Day (1st Monday in September)
- 8) Veteran's Day (November 11th)
- 9) Thanksgiving Day (4th Thursday in November)
- 10) Thanksgiving Friday
- 11) Christmas Eve (December 24th)
- 12) Christmas Day (December 25th)
- 13) New Year's Eve (December 31st)

Section 2. Holiday Pay. Holiday pay, consisting of one eight (8) hour shift per holiday for regular full-time employees and one four (4) hour shift per holiday for regular part-time employees, shall be paid at the qualifying employee’s regular rate of pay in the payroll period following the holiday in question, regardless of whether the employee in fact works on the recognized holiday.

- A. Holiday pay hours do not count as “time worked” for purposes of calculation of the city’s FLSA overtime obligations, if any.

Section 3. Premium Holiday Pay for Hours Worked on Holiday. FLSA non-exempt employee who actually work on a holiday specified above shall, ***in addition to their holiday pay***, be compensated premium pay at time and a half for hours actually worked on the designated holiday, regardless of whether the FLSA hours worked requirement is satisfied.

- A. The intention behind this provision is to provide premium holiday pay to those employees ***who in fact work during a holiday period***; and who are not able to take the holiday off from work.
- B. For purposes of applying this premium holiday pay provision, a holiday period shall run from midnight to midnight on the date of the actual or the recognized holiday.
- C. For those employees who work a standard work-week schedule from Monday through Friday, if an approved holiday falls on a Saturday, the previous Friday shall be considered to be the holiday period. If a scheduled holiday falls on a Sunday, the next Monday shall be considered to be the holiday period. Holidays shall be observed at the City Manager’s discretion.
- D. For those employees who work a non-standard shift other than Monday through Friday, the scheduled holiday shall be the actual date of the holiday.
- E. In addition, an employee scheduled to work on an actual or recognized holiday who does not in fact work but instead legitimately utilizes some form of paid or unpaid time off, such as sick leave or vacation leave or admin leave without pay, on the holiday in question, shall not receive premium holiday pay.
- F. **FLSA Overtime.** If an employee who actually works on a holiday who would otherwise be entitled to receive overtime pay pursuant to the Federal Labor Standards Act ***for hours worked in excess of forty (40) within a work-week***, that employee shall receive pay at the rate of time and one-half for any qualifying hours that federal law would otherwise require to be paid at an overtime rate of time and a half.

Section 4. Sick Leave Utilization & Holiday. An employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed, unless the utilization of sick leave is corroborated or excused by a health care provider in writing and submitted within the same pay period of the Holiday in question.

Section 5. The Board of Commissioners retains the right to make modifications and adjustments to recognized holidays and related compensation.

CHAPTER 30. PAID TIME OFF: VACATION LEAVE

Section 1. Full time employees accrue vacation leave based on the number of years of full-time employment with the city in accordance with the following chart:

Years of Employment	Pro-Rata Accrual Rate per Month
0-19 Years	10 hours
20 & over	13.33 hours

Section 2. Only regular full-time employees accrue vacation leave. All other categories of employees do not accrue vacation leave.

Section 3. Employees, who have already accumulated vacation leave in excess of the maximum accumulated leave specified above, shall not lose that accumulated leave, but no additional leave shall accrue unless and until the vacation leave account falls below the maximum amount stated above.

Section 4. Employees may accumulate a maximum of forty (40) hours above the maximum accumulated leave allowed, these hours shall not carry over and any remaining hours will be forfeited and will not be considered when calculating final salary payments.

Section 5. Employees may not carry over from one fiscal year to the next more than two years allotment of vacation leave as set above.

Section 6. Vacation leave will be administered as follows:

- A. Vacation leave will be credited on a pro-rata basis using the date of hire of each employee.
- B. Vacation leave may be used and shall be charged in one (1) hour increments for all employees.
 - 1) The City Manager is authorized to modify the increments charged if such is necessary as a matter of administrative discretion. Any modification shall be made by a city-wide administrative directive.
- C. Vacation leave may not be transferred between employees, unless any such leave donations are specifically authorized by the City Manager.
- D. Department directors are authorized to schedule and approve vacation leave, giving due consideration to the staffing needs of the city and the interests of the employees.
- E. Employees on Vacation leave are subject to be recalled to duty if, in the discretion of city management the staffing needs of the city warrant such a recall.

Section 7. Except as otherwise provided in this Manual, employees shall be paid their accrued vacation leave.

Section 8. Accrued vacation leave that is paid at the time of separation of employment will be paid at the permanent rate of pay of the employee.

CHAPTER 31. PERSONAL WELLNESS LEAVE

Section 1. Personal Wellness Days: Regular full-time employees may request approval from their Department Director to take one (1) personal day per year. Approval will be granted with the interest of the City being given first consideration.

Section 2. Current regular full-time employees receive one (1) personal day on October 1st. New hires (regular full-time) receive one (1) personal day upon satisfactorily completing their orientation period and shall not be utilized while employee is placed on a performance improvement plan.

Section 3. The personal day cannot be used to extend vacation leave.

Section 4. Unused personal day may not be carried forward into the following fiscal year and will be forfeited and not be considered when calculating final salary payments upon separation of employment.

CHAPTER 32. BEREAVEMENT LEAVE

Section 1. An employee shall have three (3) working days of bereavement leave per calendar year.

- A. Bereavement leave may be used and shall be charged in one (1) hour increments for all employees.

Section 2. Bereavement leave shall be allowed when there is a death in the immediate family.

- A. "Immediate family" for bereavement purposes is defined as: spouse, son, daughter, parents, grandparents, brother, sister, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts, nephews, and nieces, first cousins and anyone who actually resides in the household of the employee and is dependent on the employee for support. Exceptions for family relations not identified in this list may be granted by the City Manager on a case-by-case basis.
- B. Bereavement leave is for the purpose of attending funerals, making arrangements, or otherwise attending the affairs of the deceased. An employee may be requested to provide a copy of the obituary, or related documentation to validate the necessity of the absence.

Section 3. If additional leave for bereavement purposes is required, the employee may use vacation leave or, if approved, leave without pay. Sick leave shall not be allowed for bereavement leave purposes.

Section 4. Temporary employees and part-time employees are not eligible for bereavement leave.

CHAPTER 33. PAID TIME OFF: SICK LEAVE

Section 1. General Policy. It is the policy of the city to grant sick leave with pay to eligible employees for the purpose of a bona fide illness of the employee or child. Use of sick leave for unauthorized purposes will be considered an abuse of sick leave and will result in correction action and/or termination of employment.

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

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

Section 4. An employee must notify their department director or immediate supervisor upon learning that sick leave will be used. An employee is expected to provide as much advance notice as possible. Failure to do so is grounds for corrective action and/or termination of employment.

- A. The Department director may impose additional notification requirements peculiar to the needs of that Department.

Section 5. Accrual Policy. Sick leave may be accumulated without limitation, subject, however, to the other limitations contained in this provision and this manual.

- A. An employee out on sick leave who is unable or unwilling to return to work for a period of **90 calendar days** shall be separated from employment as an administrative separation.

Section 6. The **90-calendar day** period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.

- A. In other words, insubstantial appearances at work during the stated period that are determined by city management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

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

Section 8. Sick leave shall be administered as follows:

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

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

Section 10. Further, an employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed, unless the utilization of sick leave is corroborated or excused by a health care provider in writing and submitted within the same pay period of the Holiday in question.

CHAPTER 34. SICK LEAVE PAY-OUT

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

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

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

CHAPTER 35. LEAVE DONATION FOR USE AS SICK LEAVE

Section 1. The city shall allow its employees the ability to donate accrued vacation and/or sick leave time for the benefit of another employee as sick leave once that employee's vacation and sick leave balances have been exhausted.

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

Section 3. Donations may be implemented by a written request of a donating employee to the City Manager by specifying the amount of vacation leave to be donated and the employee to whom the converted leave is being donated.

Section 4. Whether vacation or sick leave donation will be allowed, and the extent to which it is allowed, shall fall within the sole and exclusive discretion of the City Manager.

Section 5. A donating employee who elects to donate accrued vacation and/or sick leave to another employee shall have their vacation and/or sick leave balance reduced by the amount of the donation. Donations shall be in increments of no less than eight (8) hours.

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

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

CHAPTER 36. PAID QUARANTINE LEAVE

Section 1. Pursuant to Texas Local Government Code Section 180.008, the City of Pharr hereby adopts this paid quarantine leave policy for persons employed by, appointed by, or elected the following positions of a Texas political subdivision.

- A. Detention Officers
- B. Emergency Medical Technicians
- C. Fire Fighters
- D. Peace Officers

Section 2. Employees in the above positions who, if **ordered** by the employee's supervisor or the political subdivision's health authority to quarantine or isolate due to a possible or known exposure to a communicable disease **while on duty** is eligible for

- A. Paid sick leave up to 80 hours for full-time employees and pro-rated for part-time employees.
- B. Excess leave time will be deducted from employee's accrued sick, compensatory or vacation leave. If an employee has no accrued leave time available, absences will be unpaid. Note: The paid COVID-19 leave is per calendar year, not per occurrence.
- C. All employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits for the duration of the leave, and reimbursement for reasonable costs related to the quarantine, including lodging, medical care, and transportation.

Section 3. Lodging may not be more than 15 miles outside the City of Pharr limits, or the employees last known residential address on file with Human Resources unless there is a declared emergency or extreme circumstances prevent such proximity and the location is approved by the City Manager, or where local lodging is not available.

- A. All lodging and meals shall be reimbursed up to the published Texas State Comptroller's hotel and per diem rates for the year in which the quarantine occurs.
- B. Eligible employees must provide accurate and timely receipts for reimbursement to the Human Resources Department within five (5) days of their release to return to work. The City may deny reimbursement for expenses that are unreasonable or unrelated to quarantine leave or not submitted within the five (5) days.
- C. Any employee exposed to a communicable disease while on duty must report such exposure immediately to the supervisor on duty. Failure to immediately report the exposure shall result in disciplinary action.
- D. The test shall be taken within the CDC's or Texas Department of State Health Services recommended time frame for the disease in question. Employees who test positive for the disease must quarantine as directed by the local public health official.
- E. All test results must be provided to the Department Director or Director of Human Resources to qualify for benefits. An employee who refuses to test or share test results shall reimburse the City for the cost of all benefits paid to them while under quarantine. **If the employee refuses to test, this policy shall not apply, and the benefits of this policy are void.**
- F. To protect the health and safety of employees, employees must report all circumstances regarding their exposure, who they have been in contact with, testing, quarantining, isolation,

and/or other activity in a completely accurate and timely manner to the Human Resources Coordinator in order to attempt contract tracing. Failure to do so may result in administrative investigation and/or disciplinary action up to and including termination of employment.

- G. Release from quarantine will be based on the guidance provided by the Health Authority. Employees are expected to return to their normal duties upon release and communicate any change in states (ie. ongoing symptoms of Covid19, Expected return to work date) with their supervisor.

CHAPTER 37. WORKERS' COMPENSATION INJURY LEAVE

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

Section 2. The city is committed to an anti-retaliation policy to protect employees who properly invoke the provisions of the workers' compensation laws.

Section 3. Employees who are on workers' comp injury leave shall receive the benefits provided for by law and that employee shall continue to hold a budgeted position with the city; provided, however, that such leave will be treated as unpaid leave.

- A. An employee on workers' comp leave shall not accrue sick or vacation leave during the period that the employee is on workers' comp leave unless the employee is on full salary continuation.
- B. An employee on workers' comp leave shall have the usual payments and deductions for insurance allowable to active employees, subject to appropriate deductions.

Section 4. Employees on workers' comp leave shall be entitled to receive full salary continuation by utilization of accrued paid leave (comp time (if any), sick leave, and vacation leave) in this order. To implement this provision, workers' compensation checks must first be delivered or signed over to the city. An employee who exhausts all paid time off benefits shall receive only those benefits provided under the workers' compensation plan.

Section 5. When an employee is out of work due to an injury while on the job, that employee may utilize their sick leave for the amount of time they are out of work (no more than 7 calendar days) for salary continuation purposes. If the employee is out of work for less than seven calendar days, their sick leave is not adjusted. If the employee is out of work more than seven calendar days, 70% of their sick leave will be returned to them and workers compensation insurance will compensate them up to 70%.

Section 6. An employee who is on workers' comp injury leave for a period of **90 calendar days** and who is unable within this period of time to return to work and perform the core duties of their position, and cannot be reasonably accommodated as required by law, will be terminated from their position of employment as a administrative separation.

Section 7. The **90-calendar day** period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.

- A. In other words, insubstantial appearances at work during the stated period that are determined by city management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

Section 8. An administrative separation of employment under this provision is subject to an administrative appellate review if properly invoked by the employee in accordance with appeal procedures contained in this manual.

CHAPTER 38. TEMPORARY TELEWORK – WHILE ON SICK LEAVE

Section 1. Up to 14 days of telework will be allotted for eligible employees utilizing sick leave for health-related purposes because of their own health or a qualifying family member.

Section 2. Unused days shall not carry-over to next fiscal year and will be forfeited.

CHAPTER 39. FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

Section 2. Invocation of FMLA should be done in accordance with procedures outlined in this manual.

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

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

Section 4. FMLA leave for the birth, adoption, or placement of a child must be used within one year of the date of birth or placement.

Section 5. Qualifying FMLA leave will be paid leave if the employee has accrued paid time off, such as sick leave, vacation leave, or compensatory time.

Section 6. Paid leave will be used concurrently with qualifying FMLA leave, and will be utilized in the following order:

- A. Compensatory time;
- B. Sick leave;
- C. Vacation leave.

Section 7. FMLA leave shall also run concurrently with workers' comp injury leave, if the conditions for FMLA leave eligibility are met.

Section 8. If the accrued paid leave is not sufficient to cover the qualifying FMLA leave absence, the employee will go on unpaid leave status until the FMLA period is satisfied.

Section 9. Employee Request for FMLA Leave. Employees wishing to take FMLA leave must submit an application for FMLA leave to their department director as soon as possible prior to taking FMLA leave. If submission prior to taking leave is not possible, the application must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department director or from human resources.

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

Section 11. City Required FMLA Leave. When in the opinion of an employee's department director, an employee's health is in such condition as to prevent the employee from performing assigned duties

or as to present a significant health risk to other persons with whom the employee has contact in the course of the employee's job performance, an employee may, under the appropriate circumstances, be required to take FMLA leave. Such leave may be paid or unpaid, depending on the circumstances.

Section 12. Maintenance of City Benefits. The city will maintain the employee's health insurance coverage under the city's group health plan while an employee is on FMLA leave on the same terms and conditions as for active employees.

Section 13. If deductions are being made from an employee's paycheck for health insurance for insured persons other than the employee, it is the employee's responsibility to make arrangements to see that the premium payments continue to be made while the employee is on unpaid FMLA leave.

Section 14. When an employee returns to work from FMLA leave attributable to their own qualifying health condition, he or she must present a Fitness for Duty Report from a health care provider to the department director or to human resources. The employee will then be restored to the employee's former employment status to the extent required by the FMLA.

Section 15. An employee who is unable or unwilling to return to work after FMLA leave is exhausted or to present a fitness for duty report is subject to corrective and/or administrative suspension or separation of employment, as the circumstances require.

CHAPTER 40. JURY DUTY & COURT PROCEEDINGS

Section 1. Employees who are placed under compulsory jury duty before any court of law will be excused from work with pay; provided, however, those employees receiving a notice of jury summons notify their supervisor as soon as possible.

Section 2. All jury duty must be verified by appropriate documentation. Employees who serve on a jury during regular working hours must immediately report to their supervisor when excused or released by the court with documentation verifying attendance to jury duty.

Section 3. If an employee does not report to work when excused or released by the court, the employee may not be paid for unexcused time off. Corrective action for failure to report to work may occur.

Section 4. Witness Subpoenas. Employees subjected to court ordered subpoenas during working hours must notify supervisors of the subpoena and make arrangements with their supervisors to comply with the subpoena. Supervisors shall determine whether to allow work time or other time off (paid or unpaid, but not sick leave) to comply with the subpoena.

Section 5. In situations where an employee is involved in their personal proceedings, that employee must request and receive leave from work and must either go on unpaid leave or use their accrued vacation leave.

CHAPTER 41. MILITARY LEAVE

Section 1. Employees who enter or are called to active duty with the armed forces of the United States or the Texas National Guard will be granted leave as required by law.

Section 2. Employees who enlist, are inducted, or recalled to active military duty, shall provide to the department director deployment orders or official notification.

Section 3. Employees on active military leave shall first exhaust military leave as required by law and thereafter be on an unpaid leave status. Paid time off accruals, such as sick and vacation leave shall continue to accrue so long as the active-duty status is less than ninety (90) calendar days and stop if active duty is more than ninety (90) days.

Section 4. Paid time off accruals shall be abated if it appears that an employee will be on an active-duty status greater than ninety (90) days. Health and insurance benefits shall continue to be provided,

except that an employee must make arrangements to pay for those portions of benefits for which the employee is responsible through deductions.

Section 5. Employees returning from military leave will be entitled to such employment status and such benefits of their employment as required by state or federal law.

Section 6. All military training & deployment leave is based on a fiscal year basis.

CHAPTER 42. VOTING LEAVE

Section 1. Employees may be allowed to use up to one (1) hour of administrative leave during duty time for the purpose of voting in local, state, and federal elections for political office, subject to the operational and staffing needs of the department.

CHAPTER 43. ADMINISTRATIVE LEAVE; PAID OR UNPAID

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

Section 2. Administrative leave may be paid, or unpaid, but paid leave under this provision shall generally be allowed only when further investigation into a contested matter is required before appropriate personnel action can be determined.

- A. If administrative leave with pay exceeds more than thirty (30) days, the employee will automatically move to an unpaid leave status.
- B. An employee on unpaid leave status may, upon written request and approval, utilize accrued paid time off in the form of comp time or vacation leave so as to continue to receive pay and benefits. Accrued sick leave may not be used for salary continuation purposes.

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

Section 4. An employee who has exhausted all earned sick leave, vacation leave, FMLA leave and any other leave, may be terminated from employment.

CHAPTER 44. PERFORMANCE EXPECTATIONS

Section 1. Performance. It is also the policy of the City of Pharr that all employees are expected to be qualified, ready, willing, and able to perform the job duties for the position that the employee holds.

Section 2. City management reserves the right to define the needs of the job positions, and employees are hired with an expectation that they can meet those needs. When the needs of a position change, the employee will be provided with a reasonable amount of training and orientation to meet those needs. If an employee is unable or unwilling to satisfy the needs of a job position, that employee may be involuntarily separated from that position.

Section 3. All employees are expected to comply with the City of Pharr's standards of performance, as set forth in this Personnel Policy Manual, or as otherwise required by supervisory personnel, and that any non-compliance with these standards may result in an appropriate response.

CHAPTER 45. PERFORMANCE EVALUATION

Section 1. City management may provide a performance evaluation on a regular or on an as needed basis to give employees an opportunity to better understand the duties of their positions and to meet the minimum standards of performance expected for the position.

Section 2. Formal performance evaluations shall be reduced to writing and provided to the employee. Nothing in this Personnel Policy Manual precludes the use of verbal evaluations.

Section 3. Consistently demonstrating an inability or an unwillingness to perform assigned duties, in the opinion of the employee's supervisor, department director, or City Manager as appropriate, will result in an appropriate response.

CHAPTER 46. ADMINISTRATIVE SEPARATIONS

Section 1. The city recognizes four basic types of administrative separations: 1) voluntary verbal or written resignation; 2) voluntary retirement; 3) lay-off and recall; and 4) separation based on an inability to fulfill the essential functions of a city position.

Section 2. Resignation.

- A. An employee may leave the city service in good standing by submitting their resignation to the appropriate official at least ten (10) working days in advance of the proposed date of separation. The City Manager may waive any portion of the notice period.
- B. An employee resigning without giving the required notice shall be ineligible for re-hire for a period of one year.

Section 3. Retirement.

- A. Regular employees are afforded retirement under the Texas Municipal Retirement System.
- B. The conditions under which an employee becomes eligible for retirement is determined by the rules established under the Texas Municipal Retirement System (TMRS).
- C. Health Coverage Contribution Eligibility:
 - 1) A retired person and their dependent covered under the city's health insurance plan, prior to January 1, 2009, shall be entitled to continued coverage at the municipality's expense not to exceed \$275.00 per month for the retiree, and fifty percent of the cost of coverage for the dependent or \$225.00 whichever is less. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's and dependent's health insurance. The city will only pay for the cost of the retiree's Medicare Advantage Plan coverage.
 - 2) Any person employed with the City of Pharr prior to January 1, 2009, covered under the city's health insurance plan, that has been employed for not less than twenty (20) years with any municipality in the State of Texas that participates in the Texas Municipal Retirement System, that was employed with the City of Pharr for not less than ten (10) consecutive years, and reaches the age of fifty (50), shall be eligible upon retirement to receive continued health coverage at the expense of the municipality not to exceed \$275.00 per month. A dependent of an eligible retired person under this subsection shall not receive continued coverage at the expense of the municipality. When a retiree reaches the age of 65, the municipality will no longer pay for the retiree's health insurance.
 - 3) Any person employed with the city prior to January 1, 2009, with no less than twenty five (25) years of consecutive classified service with the City of Pharr shall be eligible for continued individual health care coverage at the expense of the city not to exceed \$275.00 per month, regardless of age upon retirement up to the age of 65.

- 4) Any person eligible for continued coverage shall comply with the procedural requirements as may be applicable and shall further execute any necessary authorizations allowing the city to electronically withdraw any payments owed on monthly premiums.
- 5) Any person eligible for continued coverage shall be subject to forfeiture or cancellation of continued coverage, at the expense of the municipality, upon becoming delinquent for monthly premiums. Should such cancellation or termination occur, the person will not be eligible for continued coverage.
- 6) If a retired person elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage.
- 7) Dependents are not eligible for health benefit coverage once the employee is separated from the city.

D. Right to Purchase Continued Health Insurance Coverage:

- 1) A person to whom is retired is entitled to purchase continued health benefits coverage for themselves unless they are eligible for group health benefits coverage through another employer, was involuntary separated from the municipality for misconduct, or has become delinquent at any time for payment of continued coverage. The coverage shall be provided under the group health insurance plan or group health coverage plan provided by or through the employing municipality to its employees.
- 2) To receive continued coverage, the person must inform the city in writing by no later than the date specified on the benefit continuation offer provided upon separation of employment.

E. Level of Coverage:

- 1) Except as provided by Subsections E(2) and E(3), the level of coverage provided under this ordinance at any given time is the same level of coverage provided to current employees of the city at that time.
- 2) The city shall substitute Medicare supplement health benefits coverage as the coverage provided for them, after the date that the person becomes eligible for federal Medicare benefits as stated under Section C(1).
- 3) The person may elect to continue coverage at a reduced level, if such coverage is offered by the city.

F. Payment for Coverage:

A person who is entitled to continued coverage is required to make automatic bank draft payments for the coverage not later than the 1st day of the month due. Payment must be made in full and will be made to the city. If a bank draft is not made and the city is not reimbursed (to include NSF Fee), it will result in automatic cancellation of coverage at the earliest possible month. It is not the city's responsibility to ensure the city receives payment, that responsibility lies directly with the covered person.

Section 4. Lay-Offs.

- A. While rare, the city may, due to budgetary constraints, have to lay off or terminate employees or accomplish a force reduction.
- B. Force reductions are not disciplinary actions and are therefore not subject to administrative appeal review.

Section 5. Inability to Fulfill Essential Job Duties

- A. Employees who are unable to carry out the core duties of their position are subject to an administrative separation from that position.

- B. A administrative separation is based on assessment by supervisory personnel that an employee, though willing, is simply not qualified to carry out the duties of any particular position, because of a lack of physical ability, or a lack of other minimally required competencies for the position.
- C. An employee separated in a administrative separation may invoke the administrative appeal procedure provided for in this Personnel Policy Manual.
- D. Employees terminated under this provision shall be afforded the opportunity of health benefit continuation. COBRA laws apply in this situation.

CHAPTER 47. DISCIPLINE POLICY GENERALLY

Section 1. All successful organizations have certain rules which employees must follow. Employees are expected to become acquainted with the performance criteria for your job and with all rules, procedures, and standards of conduct established by your department and by the City of Pharr, as summarized in this manual.

Section 2. Further, your conduct away from work must not adversely affect the city, its reputation, operational success, or relationship with its employees, citizens, suppliers, vendors, or others doing business with it.

Section 3. Violations of the city's rules, procedures, and standards of conduct will result in corrective action, the level of which will depend upon the circumstances. Corrective action will be taken only when an investigation of the facts shows that it is justified.

Section 4. If the employee disagrees with a decision regarding corrective action, a complaint procedure is available.

Section 5. People work together best in an atmosphere where they are valued as individuals and recognized as key members of a team. It is important that each member of our team understands what is expected. It is impossible to write procedures covering every situation. Be sure you understand what is expected of you and make certain you are clear in your own mind about what you can expect from the City of Pharr. If you have any questions, discuss it with your immediate supervisor or Human Resources. Understanding is the key to teamwork.

Section 6. The following are some examples of employee conduct that are not permitted and that will result in corrective action and/or termination of employment:

- A. Conduct that you have been informed of is unacceptable.
- B. Failure to maintain satisfactory work performance standards.
- C. Violation of public law when at work on the premises or off the premises when engaged in a work assignment.
- D. Falsification of time records, personnel records, or other city records.
- E. Smoking and vaping in our facilities, except in designated smoking areas.
- F. Gambling, participating in lotteries or any other games of chance on the premises any time.
- G. Violation of the Drug and Alcohol-Free Workplace Policy of the City of Pharr.
- H. Soliciting, collecting money, or circulating petitions on premises other than within the rules and regulations of the city.
- I. Possession of firearms, explosives, or other lethal weapons on the premises or in city vehicles.
- J. Abuse or waste of city tools, equipment, fixtures, property, supplies, or goods.
- K. Creating or contributing to hazardous, unhealthy, or unsanitary conditions.
- L. Violations of safety rules or acceptable safety practices.
- M. Failure to cooperate with a supervisor or co-worker, impairment of function of a work unit, or disruptive conduct.

- N. Disorderly conduct, harassment of other employees (including sexual harassment), or use of abusive language on the premises.
- O. Fighting, encouraging a fight, or threatening, attempting, or causing injury to another person on or off the premises when engaged in a work assignment.
- P. Sleeping on the job.
- Q. Dishonesty or the unauthorized possession, removal, or use of city or another employee's property, including records and confidential information.
- R. Creating a condition hazardous to another person on the premises.
- S. Destroying or defacing city property or records or the property of an employee or customer.
- T. Refusal to follow instructions or to perform designated work or refusal to follow established rules and regulations.
- U. Unauthorized audio or video recording or photographing on City of Pharr premises, in our vehicles, or at our off-premises work-related activities.
- V. Repeated tardiness or absence, absence without prior notification to the supervisor or unavailability for work.
- W. Violation of the policies or rules of the City of Pharr.

Section 7. Violations of policies or principles of acceptable employee conduct will be addressed with appropriate corrective action. In addition to informal coaching and counseling, the following types of corrective action are available to senior leaders:

- A. Verbal notifications.
- B. Written notifications.
- C. Suspension with Human Resources counsel.

Section 8. An employee found in violation of a policy that results in discharge of employment will not be eligible for rehire; however, can opt to:

- A. Resign
- B. Retire, if eligible
- C. Discharge

CHAPTER 48. ATTENDANCE AND PUNCTUALITY

Section 1. It is important that you be at work on time every day and that you work the hours scheduled for your position. Absenteeism and tardiness reduce the efficiency of our operations. More importantly, they place a hardship on your co-workers who report to work regularly and punctually. Thus, both absenteeism and tardiness must be kept to an absolute minimum.

- A. Satisfactory attendance and punctuality are conditions of employment. Unsatisfactory attendance and tardiness will result in corrective action and/or termination of employment.

Section 2. We recognize that occasionally you may not be able to report to work on time or at all. It is your responsibility to notify your supervisor before your usual starting time. If your immediate supervisor is unavailable, leave a message with any other supervisor stating why you will be late or absent, when you expect to report to work, and a telephone number where you can be reached. Leaving a voice mail message or a message with a coworker is not sufficient.

Corrective action may be taken if you:

- A. Fail to timely notify the city as specified above.

B. Arrive late or leave work early, excessively.

C. Are absent excessively.

Section 3. The City of Pharr may require you to provide a physician's statement documenting your absence relating to illness or injury which lasts two (2) or more consecutive workdays and cases in which your attendance has become unsatisfactory. Departments have the option to have more stringent rules.

Section 4. Employees are subject to termination of employment if they are absent without acceptable notification or without satisfactory reason for such absence.

Section 5. An employee who is absent without prior authorization for two (2) consecutive workdays will be considered to have abandoned the job at the end of their normal shift on the second day. It shall be the responsibility of the employee to provide Human Resources with acceptable documentation of any mitigating circumstances within the same pay period of the absences in question for the final decision.

CHAPTER 49. DISCHARGE

Section 1. The discharge of any employee is a serious situation that requires a carefully conducted prior review. Accordingly, no supervisor or Department Director is authorized to cause the discharge of any employee without prior review and approval. This review and approval will involve at least one other member of the management team, most typically the supervisor's director and a representative of Human Resources and an Assistant City Manager.

Section 2. An employee who is discharged because of violation of city policy will not be permitted to return to their department or work area, or to any other department or work area other than the Human Resources Department, without specific approval by their director.

Section 3. The formal complaint procedure established by the City of Pharr is available to any discharged employee who disagrees with the decision to discharge.

CHAPTER 50. DRUG AND ALCOHOL-FREE WORKPLACE

Section 1. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. Our intent is to maintain a drug-free, healthful, safe, and secure work environment.

Section 2. If you are taking a drug or other medication, whether or not prescribed by a physician, which is known or publicized as possibly impairing judgment, coordination, or other senses important to the safe and productive performance of work, you must notify your immediate supervisor prior to starting work. Management will determine whether you can work and impose any necessary work restrictions.

Section 3. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on City of Pharr premises or while conducting city business off premises is absolutely prohibited. Violations of this policy will result in corrective action and/or termination of employment and may have legal consequences.

Section 4. The City of Pharr recognizes alcohol and drug abuse as a potential health, safety, and security problem. If you need help in dealing with such problems, you are encouraged to use our health insurance plans, as appropriate. Conscientious efforts to seek help for an alcohol or substance abuse problem will not jeopardize your job and will not be noted in your personnel records.

Section 5. When there is evidence to reasonably suspect that an employee has reported to work or is working impaired due to alcohol or drugs, the employee may be asked to submit to alcohol and drug testing. Any employee involved in either a job-related accident or incident involving the apparent

violation of a safety rule or standard, which did or could have resulted in serious injury or property damage, may be asked to submit to alcohol and drug testing.

Section 6. An employee found in violation may invoke in writing a committee review within three (3) business days of positive test result. The committee may be designated by the City Manager to review employee attendance, performance, and conduct to issue a recommendation to the City Manager. The City Manager will issue a decision within a reasonable time after the committee's recommendation is lodged.

Section 7. You must, as a condition of employment, abide by the terms of this policy, submit to drug and alcohol testing, and report any conviction under a criminal drug statute for violations occurring on or off city premises while conducting city business. A report of a conviction must be made to the Human Resources Director within five days after the conviction. For more detailed information, consult the Human Resources Director.

CHAPTER 51. SEXUAL HARASSMENT

Section 1. Statement. The City of Pharr is committed to taking all steps necessary to maintain a productive work environment free of harassment and intimidation of any type, including on the basis of sex, race, color, religion, national origin, age, genetic information, disability, veteran status, or any other protected status.

Section 2. Sexual harassment jeopardizes a productive work environment. Sexual harassment is a form of misconduct that demeans another person and undermines the employment relationship between the city and its employees. Sexual harassment is unwelcome sexual attention directed to another person that affects the person and interferes with their ability to do the job.

Section 3. The City of Pharr prohibits any employee from engaging in any type of harassing conduct. The City of Pharr explicitly prohibits any sexual harassment such as:

- A. Making unwelcome sexual advances or propositions, unnecessary contact/touching, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

Section 4. No supervisor, manager, directors or other employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's submission to or rejection of unwelcome sexual advances will adversely or positively affect that person's employment, work status, evaluation, earnings, advancement, or any other condition of employment.

Section 5. Complaint Procedure: If you experience, witness or suspect harassment of any type, whether by a supervisor, manager, director, employee, or any other person, you must immediately report this to either your immediate supervisor, manager, director or the Office of Internal Affairs. Complaints will be investigated immediately and confidentially. No retaliation will be made against any person for making a complaint in good faith. Where incidents of harassment can be confirmed following investigation, the City of Pharr will take appropriate corrective action to remedy all violations of this policy. Any employee found to have engaged in sexual harassment will be personally responsible for all claims arising from such action.

Section 6. Employees found to have engaged in sexual harassment will be disciplined, up to and including dismissal, depending on the severity of the misconduct.

Section 7. If the harasser is a supplier or customer, or other outside service provider, the city will take appropriate action to end the harassment and prevent future occurrences to the fullest extent of its authority.

Section 8. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Section 9. The following is a partial list of sexual harassment examples. Sexual harassment includes the following types of behavior, which is misconduct under the city's policies:

- A. Unwanted sexual advances.
- B. Offering employment benefits in exchange for sexual favors.
- C. Making or threatening reprisals after a negative response to sexual advances.
- D. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- E. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes of a sexual nature.
- F. Verbal sexual advances or propositions.
- G. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- H. Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- I. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Section 10. Employees must recognize that jokes, innuendos, and other horseplay that might otherwise be acceptable in a non-work environment amongst friends and colleagues is not necessarily acceptable conduct in a work environment.

Section 11. Because the potential for misunderstandings and other miscommunication is higher when employees are at work, all employees are hereby notified that they need to adhere to professional and more formal standards of behavior towards coworkers, friends, and colleagues while at work.

Section 12. Reporting Requirements. An employee who reasonably believes that he or she is being subjected to conduct or behavior in violation of state or federal law, as recognized by this policy, must take action and report these concerns to appropriate supervisory personnel so that the concerns can be properly investigated and resolved.

CHAPTER 52. VIOLENCE PREVENTION

Section 1. General Policy Statement. The City of Pharr seeks to provide a safe work environment free from acts and threats of violence, and to respond effectively in the event such acts or threats of violence occur. Acts of violence and threats of violence, including any conduct involving the workplace or work relationships that causes an individual to fear reasonably for their safety, the safety of their family, friends, associates, or property, are prohibited.

Section 2. Firearms or weapons of any kind are prohibited on city premises or on your person while on duty. Further, firearms or weapons are not allowed in a city vehicle or in a personal vehicle if it is being used on city business. These prohibitions are not affected by legislation regarding the right to carry a weapon either concealed or not concealed.

Section 3. If you suspect any employee or visitor is in violation of these prohibitions, immediately report the facts to your supervisor or Human Resources. No retaliation will be taken or tolerated against any employee who reports a suspected violation.

- A. Employees are free to contact law enforcement agencies directly when they have reason to believe that doing so is essential to prevent actual or imminent unlawful harm to themselves, others, or property. If law enforcement agencies are contacted first, then the city must be contacted immediately thereafter.
- B. Any employee who applies for and obtains a protective or restraining order which lists any City of Pharr location as being a protected area, must provide Human Resources with a copy of the petition and order.

Section 4. Once an act or threat of violence has been substantiated, the city will take prompt and effective action. Such action may include a medical and/or psychological evaluation, referral to law enforcement agencies, corrective action and/or termination of employment.

CHAPTER 53. ELECTRONIC AND PROPERTY

Section 1. General Policy Statement. Because all city equipment, of whatever nature, is acquired with public money, the care and usage of all city equipment is restricted for legitimate city business. Personal use of city equipment shall be kept to a minimum.

Section 2. Safety. See Safety Manual for reference.

Section 3. Telephone. It is the policy of the city that telephone and mail facilities shall be available during working hours for effective communication involving city business. Accordingly, city facilities should not be used for personal telephone calls or personal mail except in cases of necessity.

- A. Use of the city's telephone lines should be confined to business calls. Personal telephone calls should be limited to those which are absolutely necessary and should be as brief as possible. This restriction on the use of telephones also applies to personal calls to fellow employees.
- B. Personal long-distance phone calls are not permitted.

Section 4. Mail and City Stationery. In order to avoid adding to the increasing volume of mail, employees should not use the city's address to receive personal mail. The city's stationery shall not be used for personal correspondence since any communication sent out on such stationery might be considered an official communication from the city.

Section 5. Company-provided cellphones. When job duties or business needs demand, the city may issue a business cellphone to an employee for work-related communications. Personal use of cellphones should be kept to a minimum.

Employees in possession of company-owned cellphones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. An employee found in violation will be subject to corrective action and/or termination of employment.

Section 6. All Other Equipment. All other city equipment of whatever nature, whether heavy equipment, tools, or office furniture, should be cared for and maintained in a reasonable manner. Loss of or damage to any city equipment must be reported to supervisory employees. An employee may be held responsible for the cost of replacing or repairing city equipment that is lost or damaged if found to be caused by employee negligence.

Section 7. Employees who are on leave for more than 3 days shall turn in all city issued uniforms and equipment, such as, cell phones, laptops, uniforms, unit; unless, approved by the Director or City Manager.

CHAPTER 54. E-MAIL AND INTERNET ACCESS

Section 1. General Policy. Access to the City of Pharr's E-mail system, Intranet, and the Internet is limited to business use only. All use of the e-mail system and all Internet activity are subject to inspection, monitoring, and logging to enforce this policy. A violation of this policy will result in corrective action and/or termination of employment. Examples of misuse include, but are not limited to:

- A. Engaging in any kind of business activity which is not in support of the City of Pharr.
- B. Attempts to gain unauthorized access to any computer or communications system.
- C. Playing computer games during working hours and browsing the Internet purely for entertainment.
- D. Utilization of the City of Pharr provided equipment and services to access, transmit, receive, or archive illegal or sexually explicit material, or material which promotes hate, violence, or discrimination of any kind.

CHAPTER 55. SAFETY

Section 1. General Policy. **Your safety is extremely important. Your supervisors are responsible for ensuring that** you have safe working conditions and equipment. However, being safe involves more than just having safe working conditions - it involves your participation. You must believe in safety awareness and the need to be constantly on the alert for unsafe conditions or any situation which may lead to an injury to you or your fellow employees.

Section 2. Safety awareness means you look out for yourself and the people working with you. You are expected to know and to observe all the safety rules relevant to your job and work area as reviewed with you by your immediate supervisor.

- A. Become familiar with any emergency instructions posted for your work unit and with all the exits for the area where you work. You can also help by reporting any unsafe conditions to your immediate supervisor, and by exercising reasonable care on your job.

Section 3. Report all accidents to your immediate supervisor. You must notify your immediate supervisor of any on-the-job injury requiring medical attention immediately after it occurs, so that you may be properly advised on how and where to seek treatment.

- A. If an injury or illness is so serious that medical attention must be sought immediately, then do so and contact your immediate supervisor, as soon as possible after that.
- B. In the event a fellow employee or a visitor is injured or becomes seriously ill, do not attempt to move the individual. Instead, notify a supervisor, manager, or director immediately.

Section 4. The City of Pharr reserves the right to deny permission to work to any employee who reports in a condition deemed not fit for work, whether due to illness or any other reason.

Section 5. For more detailed information, consult your immediate supervisor.

CHAPTER 56. SECURITY INSPECTIONS

Section 1. General Policy. To protect our employees and ensure the safety and security of our facility, the City of Pharr has the right to ask questions as well as search employees, their cars, desks, files, lockers, and belongings while on city premises.

- A. Search of an employee's person and belongings will be initiated by a request for an employee to permit the inspection of personal belongings such as the contents of a locker, toolbox, pockets, purse, or automobile, as part of an investigation where unauthorized possession of property or possession of contraband materials is suspected.
- B. Employee submission to the search procedure is a condition of continued employment and failure to cooperate in a search or investigation can lead to termination of employment.

Section 2. Vehicles, desks, and lockers may be provided for the convenience of employees but remain the sole property of the City of Pharr. Unauthorized storage of city property and overnight storage of perishable food in employee desks and lockers is not permitted. Only city provided locks may be used to secure employee desks and lockers.

Section 3. To ensure compliance with these rules, and in the interest of maintaining a safe, drug-free workplace for all its employees, the city has the right to open employee desks and lockers and inspect their contents at any time and without notice.

Section 4. The city accepts no responsibility for theft or damage to personal property placed in employee desks and lockers.

CHAPTER 57. HEALTH SAFETY AND LIFE-THREATENING ILLNESSES

Section 1. General Policy. Compliance with our health and safety policy and practices is vital to ensure a safe workplace for all employees and visitors. If you have reason to suspect, or have been told that you have, or may have, a potentially contagious bacterial or viral infection, alert your leader or human resources immediately. If you observe any violation of our health and safety policy or practices, report this to your leader or any leader or human resources, so that the matter can be investigated, and appropriate action taken.

Section 2. The City of Pharr recognizes that employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, may wish to continue their normal pursuits, including work, to the extent that their condition allows. The City of Pharr will make reasonable accommodation in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Section 3. Medical information on individual employees is treated confidentially. The City of Pharr will take every reasonable precaution to protect such information from inappropriate disclosure.

CHAPTER 58. CLEAN AIR

Section 1. General Policy. In the interest of providing a healthy, comfortable working environment, smoking, the use of all tobacco products, and vaping are prohibited in our vehicles and in our buildings except in designated smoking areas. You are responsible for notifying your visitors of this policy. Employees may not leave their assigned areas to smoke or vape except at regular approved breaks or mealtimes.

Section 2. Avoid excessive use of room fresheners or wearing strong fragrances. As some colognes, perfumes or lotions can cause an allergic reaction in others.

Section 3. Smoking is not permitted in city buildings or facilities including specifically offices, restrooms, hallways, reception areas, garages, sheds, and motor vehicles.

CHAPTER 59. OPERATION OF MOTOR VEHICLES

Section 1. General Policy. It is the policy of the city that all employees are required to operate motor vehicles in performance of city duties, do so in a safe and lawful manner.

Section 2. Condition of Employment. All employees required to operate motor vehicles or heavy equipment (whether employee owned, or city owned) in performance of city business must possess the appropriate driver's license and insurance as a condition of their employment. Employees operating their own vehicles must possess the appropriate driver's license and carry the minimum amount of vehicle insurance required by law.

- A. An employee whose duties require the operation of a motor vehicle or heavy equipment, but who does not possess the appropriate driver's license and/or the required insurance or is not insurable shall be terminated from employment for not meeting the minimum conditions to hold the position.
- B. Suspension or revocation of the driver's license of an employee who is required to operate a vehicle or equipment as a normal part of their job may result in termination of employment.

Section 3. An employee whose duties involve the operation of a motor vehicle and who becomes physically or mentally unable to safely operate a motor vehicle may be transferred to another available position for which the employee qualifies, or otherwise discharged.

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

- A. A plea of guilty or nolo contendere is considered the same as conviction for:
 - 1) Driving while intoxicated or under the influence of drugs or alcohol; Intoxication assault with a motor vehicle;
 - 2) Hit and run/failure to stop and render aid;
 - 3) Manslaughter with a motor vehicle;
 - 4) No license, improper or invalid driver's license.
- B. An employee whose duties require the operation of a motor vehicle and who is involved in any one or more of the following situations may be subject to termination of employment:
 - 1) Two or more moving violations within one year of the initial infraction;
 - 2) Two or more at fault accidents within one year of the initial infraction;
 - 3) One at fault accident and one moving violation within one year of the initial infraction;
 - 4) One negligent collision resulting in serious bodily injury (hospitalization or death) or extensive property damage;
 - 5) Provided, however, that an employee who submits a certificate of completion of a U.S. based certified defense driving course obtained on their own time and at their own expense may mitigate an adverse evaluation of that employee's employment status; but each situation will nonetheless be evaluated on its own merits.

Section 5. Any employee who receives a traffic citation or who is involved in a motor vehicular collision, regardless of how minor, while operating a motor vehicle on city business, shall if physically able, file a report of such incident with their immediate supervisor within twenty-four (24) hours of the occurrence of such events or be subject to corrective action including termination of employment.

Section 6. Unauthorized use of the city's motor vehicles is prohibited and is grounds for corrective action including termination of employment. City vehicles shall not be used for personal errands or for personal travel. City motor vehicles shall only be utilized for city-related business.

Section 7. Employees are not eligible for vehicle allowances for any period of time during which they are assigned a take home City vehicle.

Section 8. City vehicles shall not be used to transport employees, clients, or others to political activities, to voting precincts or to any other activities outside of normal city requirements.

Section 9. See Safety Manual for additional reference.

CHAPTER 60. PERSONAL APPEARANCE AND HYGIENE

Section 1. General Policy. All employees are expected to present a positive image through a neat and clean appearance. At the City of Pharr, it is required that you dress in a manner appropriate for your work environment. Dressing professionally, being clean, and well-groomed signals your self-pride, the respect you have for your co-workers, and reflects favorably upon the city to our citizens and visitors. With this in mind:

- A. Clothing must be clean, neat, and free of holes, tears, and stains.
- B. Good personal hygiene is essential and includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.
- C. Strong odors caused by personal fragrances can be offensive and must be used in moderation out of concern for the comfort of others.

Section 2. For certain work areas, detailed dress rules have been established. If you have any questions about the rules that apply to you, consult your immediate supervisor.

- A. Clothing or other personal appearance items may also affect your job safety. Depending upon the nature and location of your work, you may be required to wear special protective clothing and equipment to assure your safety.

Section 3. Employees who report for work in attire considered to be inappropriate or unsafe may be denied work until the appearance issue is corrected. Failure to comply or repeated violations of the dress rules can result in termination of employment.

CHAPTER 61. PUBLIC AND MEDIA RELATIONS

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

Section 2. Public Appearances. Requests for a city employee to make a public appearance on behalf of the city shall be referred to the employee's department director who will evaluate the request and either permit or deny the employee permission to appear, taking into account the activity involved, the reason the employee's presence is requested, the area in which the employee is expected to be knowledgeable, and the employee's knowledge in such area. Questionable cases will be referred to the City Manager.

Section 3. News Media. The news media performs an important service for the public, which should be clearly understood by all city employees. It is the function of the news media to keep the public informed on matters of public interest, including the activities of the various departments and the employees of the city. Therefore, it is essential that information provided to the media be accurate, released only by the appropriate person or official, and handled in a professional manner.

Section 4. Any authorized statement to the media should be a factual recitation within the employee's knowledge and should comply with the following guidelines:

- A. No employee will make a statement to the news media during normal working hours without clearing the statement through their appropriate supervisory personnel.
- B. Statements to the news media made during working hours or at times other than working hours shall be limited to factual statements concerning matters of which the employee has first-hand knowledge.
- C. Records of the city shall be released to the public or the news media only in accordance with the requirements of the Texas Public Information Act and any applicable city ordinance relating to the release or production of records.
- D. Requests for information, questions or statements by the news media concerning matters of city policy, procedure or opinions shall normally be referred to the City Manager.
- E. Every effort will be made by all employees to cooperate fully with the news media concerning requests for information so long as the procedures set by this policy are followed.
- F. City employees shall be civil, orderly, and courteous in their contact with the news media. Employees shall not use harsh, violent, coarse, profane, or insolent language in any communication with the news media.

Section 5. All employees and representatives of the city should remember that they work for the public. At the same time, employees should remember that when they are contacted by anyone for information about the city, city employees, or officers or when requests are made for information or records, the procedures set out in this policy should be followed.

CHAPTER 62. SOCIAL MEDIA

Section 1. The following guidelines apply to your work-related blogs, personal Web sites, postings on Facebook and other interactive sites, postings on video or picture sharing sites, or in the comments that you make online, and in responding to comments from others either publicly or via email. These guidelines apply only to work-related issues and are not meant to infringe upon your personal interaction in social media or commentary online.

Section 2. If you maintain a Web site or are writing a blog that will mention the City of Pharr and/or operations, services, employees, suppliers, vendors, and citizens, identify that you are an employee of the City and that the views expressed are yours alone and do not represent the views of the city. You are not authorized to speak on behalf of the city, or to represent that you do. Our logo and trademarks may not be used without written permission from the City Manager. This is to prevent the appearance that you speak for or represent the City of Pharr. If you are maintaining a website or writing a blog that will mention our city and/or our operations, services, employees, suppliers, vendors, and citizens, alert your supervisor, manager, or director.

Section 3. You may not share information that is confidential and proprietary about the city. This includes information about our products, services, sales, finances, employees, strategy, and any other information that has not been publicly released by the city. These are only examples of information that the city considers confidential and proprietary. If you have any questions or concern about whether information has been released publicly, speak with your supervisor, manager, or director before sharing it. You cannot use city equipment, including computers or other electronic equipment, or work time, to conduct personal blogging or social networking activities. You may not use city email addresses to register on social networks, blogs, or other online tools for personal use.

Section 4. The City of Pharr expects you to write knowledgeably, accurately, and professionally about our operations, services, employees, suppliers, vendors, and citizens. Despite disclaimers, your interaction on social media can result in the public forming harmful opinions. Avoid any behavior that will reflect negatively on the city's reputation. Unfounded or derogatory statements, misrepresentations, as well as any commentary, content, or image that is defamatory, pornographic, proprietary, harassing, or libelous will result in corrective action and/or termination of employment.

Section 5. You are personally responsible for your commentary on blogs and social networking sites. You can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party.

CHAPTER 63. CONFLICT OF INTEREST

Section 1. General Policy. It is the policy of the city that no employee shall engage in any activity or practice that creates an actual, or a perceived, conflict of interest with their position as a city employee.

Section 2. For purposes of this policy, a conflict of interest is defined as follows:

- A. **Outside interest causing a conflict of interest.** To hold, directly or indirectly, a position or a material financial interest in any outside concern from which the individual has reason to believe the city secures goods or that provides services competitive with the city. To compete, directly or indirectly, with the city in the purchase or sale of property or property rights, interests, or services.
- B. **Outside activities causing a conflict of interest.** To render directive, managerial, or consultative services to any outside concern that does business with, or competes with the services of the city, or to render other services in competition with the city.
- C. **Acceptance of gifts, gratuities, and entertainment causing a conflict of interest.** To accept gifts, excessive entertainment, or other favors from any outside concern that does, or is seeking to do, business with, or is a competitor, of the city, under circumstances from which it might be inferred that such action was intended to influence, or possibly would influence, the individual in the performance of their duties.
 - 1) This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and not related to any particular transaction or activity of the city.
- D. **Disclosure of inside information which causes a conflict of interest.** To disclose or use information relating to the city's business for the personal profit or advantage of the individual or their immediate family. Disclosure of inside information will not be made by the employee, nor by their immediate family.

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

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

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

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

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

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

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

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

Section 10. Employees are prohibited from buying and selling items for personal profit on city premises.

Section 11. It is difficult to describe all of the situations which may arise involving a conflict of interest. If any employee has a question concerning a possible conflict of interest, the employee should advise their supervisor of the situation. Questionable situations should be brought to the attention of the human resources department.

CHAPTER 64. SOLICITATION AND DISTRIBUTION

Section 1. General Policy. We want every employee to work in an environment free from unnecessary and inappropriate distractions. Toward that end, while you and your co-workers are in work areas during working hours, we request that you avoid actions which may distract others. While either you or others are working, you are prohibited from selling merchandise, requesting financial contributions, distributing any pamphlets or literature not related to your job, or any other type of solicitation or distribution not related to your job. This includes the unauthorized posting of bulletins, notices, or advertisements on city bulletin boards, or on any other city means of communication, including its e-mail, intranet, and internet systems.

Section 2. Individuals who are not employed by the City of Pharr are prohibited from distributing material or soliciting City of Pharr employees on city grounds at any time. Please notify your immediate supervisor, manager, or any director if you are solicited or subjected to prohibited distribution of literature, whether in person, through the city's mail system or by e-mail.

CHAPTER 65. POLITICAL ACTIVITY

Section 1. General Policy. It is the policy of the city to allow all employees the freedom to participate in governmental activities including political activities provided that such participation is done outside of employment hours and does not result in a conflict of interest.

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

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

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

Section 5. Strict compliance with this policy is a condition of initial and continued employment. The city has a zero-tolerance policy with respect to political activity of any type. Any violations of this policy shall subject employees to corrective action, including termination of employment.

CHAPTER 66. ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS

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

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

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

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

Section 4. Whistleblower Complaint Procedure. Under state law, Chapter 554, Texas Government Code, the city may not suspend or terminate the employment of, or take other adverse personnel action against, a public employee who in good faith reports a violation of law by the employing governmental entity or another public employee to an appropriate law enforcement authority.

- A. An employee who in good faith believes that he or she has suffered retaliation at work as a consequence of making a good faith report of a violation of law to an appropriate law enforcement authority, as provided by law, must first file an administrative appeal under the provisions of this Manual.
- B. This administrative exhaustion requirement is a prerequisite to the initiation of any judicial action. It is intended to provide the city with an opportunity to take corrective action before being required to answer in a court of law.
- C. Failure to file this administrative complaint procedure may result in the denial of any subsequent judicial relief.

Section 5. Each such complaint will be taken seriously and the management personnel who receive the complaint shall take the necessary and appropriate steps to see that the complaint is investigated and ultimately resolved. If the matter is not resolved at the department director level, the matter may be appealed to the City Manager, whose determination of the matter shall be final.

CHAPTER 67. OFFICE OF PROFESSIONAL RESPONSIBILITY

Section 1. Citizen Complaints Against Employees. The City of Pharr is amenable to citizen complaints concerning its employees as a means of correcting undesirable behavior and improving service to the residents and visitors of Pharr. The City of Pharr is equally concerned about protecting its employees from the consequences of wrongful accusations.

- A. **Receiving Complaints.** City of Pharr employees receiving citizen complaints against a city employee will forward those complaints to their immediate supervisor.
- 1) Supervisors receiving citizen complaints shall immediately notify the Director of the department to which the accused employee is assigned.
 - 2) Citizen complaints of employee misconduct due to performance will be handled at the Director level. The Director may assign a supervisor to investigate and resolve the complaint.
 - 3) Citizen complaints not resolved at the Director level, complaints alleging gross or intentional employee misconduct, or complaints alleging criminal activity against an employee will be forwarded immediately to the City Manager (or his designee) for review.
 - 4) The City Manager (or designee) shall have the sole discretion and authority to determine if an allegation or complaint of employee misconduct will be assigned to the Office of Professional Responsibility (OPR) for an administrative investigation.

Section 2. Handling Accusations Of Employee Misconduct And/or Criminal Activity Against City of Pharr Employees. Reports and/or accusations of misconduct beyond the level of misconduct due to performance, and/or criminal activity against an employee must be handled discreetly by the Director of the department to which the employee is assigned.

- A. The responsible Director shall promptly forward all reports and/or accusations to the City Manager (or his designee) who, at his/her sole discretion, will then determine if the complaint or allegation will be referred to the Office of Professional Responsibility (OPR) for administrative investigation.
- B. Criminal cases will consequently be turned over to the City of Pharr Police Department for criminal investigation.

Section 3. Conducting Citizen Compliant Investigations. Every alleged or suspected act of employee misconduct must be investigated, and the findings must be reduced to a written complaint report.

- A. If there are sufficient grounds for a criminal investigation, the City Manager (or his designee) will turn over the case to the City of Pharr Police Department for criminal investigation.
- B. If there are sufficient grounds for an administrative investigation, the City Manager (or designee) will assign the complaint to the Office of Professional Responsibility (OPR) to be investigated by an OPR Investigator.
- C. Once the OPR Investigator has decided to notify the accused employee, he/she is contacted, advised, and asked for his/her explanation or knowledge concerning the alleged

occurrence. All employees shall give truthful, correct, and complete statements involving their knowledge of occurrences being investigated.

- D. Employees who withhold information from, or fail to cooperate with, administrative investigations, or who fail to report misconduct of employees are subject to disciplinary action in addition to any other disciplinary action that may result from the administrative investigation.

Section 4. Disposition. The primary investigative authority of the investigation (i.e., Director, or OPR), shall review the complaint and investigative findings and provide a disposition recommendation as follows:

- A. **Sustained:** Evidence sufficient to prove allegations.
- B. **Not Sustained:** Insufficient evidence to either prove or disprove allegations.
- C. **Exonerated:** Incident occurred but was lawful.
- D. **Unfounded:** Allegation is false or not factual or the employee was not involved.
- E. **Commended:** Employee's actions exceed expectations.
- F. **System Remediation:** Investigation revealed no employee misconduct; system remediation required based on investigation.

Section 5. Once the investigative authority has provided a disposition recommendation, the call will be forwarded to the City Manager (or his designee) for final review.

Section 6. Upon final review, the City Manager (or his designee) will declare one of the above dispositions as official and initiate final action.

CHAPTER 68. APPEAL PROCEDURES FOR CERTAIN TYPES OF COMPLAINTS AND PERSONNEL ACTIONS

Section 1. Employees who are not on orientation status may appeal only adverse personnel actions or other personnel decisions that result in a loss of a position or a loss of pay.

- A. Provided, however, that a reduction in force, a restructuring of a department, or changes in the design of a job function do not qualify as adverse employment actions;
- B. Provided further that employees on orientation status pursuant to an inter-departmental or intra-departmental transfer retain their appeal rights on terminations only.

Section 2. Personnel decisions relating to the job functions, job assignments, schedules, or the manner and method of carrying out work, and which carry no loss of pay or benefits, do not qualify as adverse personnel actions subject to this appeal procedure.

Section 3. A verbal or written reprimand or warning, or any other form of counseling of an employee, is not an adverse personnel action under this Personnel Manual and is not subject to this appeal process unless it is accompanied by a loss of pay or benefits.

CHAPTER 69. APPEAL PROCESS & PROCEDURE

Section 1. Appeals brought under this Personnel Policy Manual shall be to the City Manager, who shall be the final decision maker for all personnel decisions. The City Manager may designate another supervisory person to handle the appeal process.

Section 2. An appeal must be presented in writing within five (5) business days of the date of the action or decision being appealed.

Section 3. Although no specific form is required, the appeal must provide the minimum following information:

- A. the adverse action or decision that is the subject of the appeal;
- B. the date on which the action or decision was taken;
- C. the name and title of the of the person or persons who took the action or made the decision;
- D. an explanation of why the employee believes that the action was not warranted, not justified, or is otherwise deficient; and,
- E. a description of the remedy or relief the employee wants or requests as part of the appeal.

Section 4. The appeal form must be signed and dated by the employee filing the appeal to be effective. Verbal communications reflecting intent to appeal do not trigger the appeal process unless and until such intent is reduced to writing in accordance with the provisions of this Manual.

Section 5. In addition to the foregoing information, the employee may submit any information, such as documents, affidavits, or other evidence, that the employee believes should be considered as part of the appeal.

Section 6. In considering the merits of an appeal, the City Manager may request and rely upon any investigative information and material generated by City Managers designee. The City Manager may also request or conduct further and additional investigation as he or she deems necessary and appropriate to evaluate the appeal, including a hearing on the appeal with the grieving employee.

Section 7. The City Manager has all the authority provided to this position under the City Charter and may make any and all necessary determinations deemed necessary to resolve the appeal.

Section 8. The City Manager will issue a decision within a reasonable time after the appeal is lodged. If the City Manager determines that there will be a delay in making a decision, the employee shall be so advised. In addition, the appealing employee and the City Manager may, but need not, mutually agree to set deadlines as necessary.

Section 9. The written decision of the City Manager shall be final for all purposes. An employee is free to present new and additional evidence or information if necessary, and request reconsideration, but the City Manager is under no obligation to keep the appeal open.

Section 10. In this regard, the personnel decisions of the City Manager shall be final. There is no appeal procedure on personnel issues to the Board of Commissioners under this Policy Manual; provided, however, that nothing in this Manual is intended to limit any investigative authority the Board of Commissioners may have under the City Charter.

CHAPTER 70. TRAVEL

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

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

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

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

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

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

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

- A. Mileage reimbursement on personal vehicles is an eligible expense for local business travel except for an employee receiving a car allowance. Mileage is calculated from the employee's normally assigned workstation or their residence to the destination site, whichever distance is less.
- B. An employee receiving car allowance will not be eligible for mileage reimbursement for travel within Cameron, Willacy, Hidalgo or Starr Counties.

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

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

CHAPTER 71. DEFINITIONS

As a general rule, where not specifically defined below, words and phrases contained in this Personnel Manual shall be read in context and construed according to the rules of American English grammar and common usage. For purposes of this Personnel Manual, the following specific definitions shall control:

ADA – American with Disabilities Act;

Ad Hoc Remote Work – work that is temporary in nature for irregular events and special circumstances including but not limited to inclement weather, special projects, or business travel. These arrangements may be approved by the Department Director on an as-needed basis only, with no expectation of ongoing continuance. Occasional or ad hoc remote work offsite, including work while traveling on City business, does not constitute teleworking and does not require the application of this policy.

Active Employment – An employee is an active employee so long as that employee is appearing at work or is on paid leave status as defined in this policy. An employee who goes on unpaid leave status shall not qualify as an active employee.

Vacation Leave – vacation leave shall refer to paid time off for vacation leave accrued under this policy; also referred to as vacation leave.

Board of Commissioners – refers to the elected officials under the City Charter consisting of the Mayor and City Commissioners.

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 Charter or their designated representative.

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

Department – refers to the administrative departmental structure of the city, as set by the Board of Commissioners and the City Manager from time to time.

Department Director – refers to the person in an executive management position in charge of an administrative department within the city’s organizational structure.

Department Assistant Director – refers to the person that serves as second in charge of an administrative department within the city’s organizational structure.

Discharge – refers to termination of employment.

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

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

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

FMLA – refers to the Family Medical Leave Act.

FLSA – refers to the Fair Labor Standards Act.

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

Holiday Pay – refers to a regular rate of pay for each regular full-time employee equivalent to one eight (8) hour shift for the holiday in question and one four (4) hour shift for regular part-time employees.

Holiday, Premium Pay – refers to a rate of pay that is equal to one and a half times the regular rate of pay for the employee, and which is paid in addition to holiday pay defined above, but which is paid only for hours actually worked during a holiday period.

Managers – refers to any employees with positions below the Assistant Directors who, by job description, exerts any type of authority over another subordinate employee regardless of official title or pay grade.

MRO – refers to a Medical Review Officer as defined in this Manual.

Municipality – shall be defined as the City of Pharr, Texas.

Non-Professional Relationship – refers to a personal relationship between two or more employees that is unduly familiar and does not further the employee(s) job duties, or the employment mission of the City of Pharr.

Overtime Pay – refers to a rate of pay that is equal to one and a half times the regular rate of pay calculated pursuant to Fair Labor Standards Act (FLSA) guidelines for determining a rate of pay.

Paid Time Off – refers to duty time for which an employee will be paid at their regular rate of pay when utilizing accrued leave time, such as vacation leave, comp time, or sick leave while away from work.

Personnel Policy Manual, Personnel Manual – refer to this Personnel Policy Manual.

Pro-rated – means to divide, distribute, or calculate in equal portions. For example, a vacation salary of X shall be paid on a prorated basis in equal installments throughout the city's fiscal year.

Remote Work – any work that is performed at a secure, safe off-site location. Remote work can be temporary, or situational (Ad Hoc Remote Work) or remote work can be arranged in a set schedule by agreement (Teleworking). The City of Pharr will not be responsible for any costs associated with the initial setup for remote work such as remodeling, furniture, etc.

Teleworking – an arrangement in which an employee performs remote work for a specified portion of the work week as outlined in an agreement. Teleworking is the focus of this policy.

Teleworker – an employee who has been approved for a teleworking arrangement and is working remotely per this policy.

Senior Leader (SL) – Executive Management, the City Manager, Assistant City Managers, and department directors responsible for the day-to-day operations and implementation of the city's strategic plan.

Subordinate Employee – refers to any employee who is supervised by managerial staff.

-end-

EXHIBIT A

NEPOTISM CHART

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: February 6, 2024

MEETING DATE: February 19, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-38 to adopt an updated Purchasing Policy Manual. **(2nd Reading) This item supports SE - Service Excellence.**

Classification: Consent

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

Issue: The Purchasing department would like to amend the Purchasing Policy in order to adopt the Procurement Card Policy.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 2/6/2024

Mayra Gomez

Approved - 2/12/2024

Hilda Pedraza

Approved - 2/12/2024

Ricardo Rodriguez

Approved - 2/12/2024

Karla Saavedra

Approved - 2/13/2024

City Management Office

Final Approval - 2/16/2024

ORDINANCE NO. O-2024-__

AN ORDINANCE AMENDING ORDINANCE NO'S. O-2021-38; O-2016-20; O-2015-29; O-2012-33; O-2010-29; AND 1985-8527, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS PURCHASING AGENT; ADOPTING THE CITY OF PHARR PURCHASING MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as purchasing agent for the City and shall purchase all merchandise material and supplies needed by the City and will establish a suitable storehouse where such supplies shall be kept and from which the same shall be issued as needed. He shall adopt such rules and regulations as he shall deem necessary governing requisitions and transaction of business between himself and the department heads, officers and employees of the City.

SECTION 2: REPEALING CLAUSE. This Ordinance, as well as the attached purchasing policies and procedures, shall be enforce and apply to all personnel and agents of the City of Pharr and vendors. This ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of February, 2024.

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of February, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of March, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



Pharr
P u r c h a s i n g



CITY OF PHARR

PURCHASING DEPARTMENT

POLICIES AND PROCEDURES MANUAL

DR. JONATHAN B FLORES, CITY MANAGER

MAYRA GOMEZ, PURCHASING DIRECTOR

REVISED February 2024

REVISED JULY 2021

ADOPTED MAY 2016

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PURCHASING DEPARTMENT POLICIES AND PROCEDURES MANUAL

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CHAPTER I. INTRODUCTION

A. AUTHORITY

As per the City of Pharr's Code of Ordinances; Chapter 2 – Administration, Article IV – Finance, Division 2 – Purchasing, Sections 2-196 through 2-201. The Purchasing Agent by virtue of being the City Manager's designated representative shall have full authority to purchase or provide for the purchasing of merchandise, materials, services, supplies, and equipment for the use of all departments, commissions, and boards comprising the City government and shall establish a suitable storehouse where such supplies shall be kept and from which supplies shall be issued as needed. The Purchasing Agent shall establish Rules and Regulations deemed necessary to govern requisitions and business transactions between Department Heads, Officers, Employees of the City, as well as External Businesses. The Purchasing Agent shall have full authority towards monitoring the activity of all purchasing for the City of Pharr and keep proper documentation of same.

The Purchasing Department is located on the second floor of City Hall, City of Pharr. The Purchasing Department will provide assistance in all purchasing activities. Each department head is responsible for their department's purchases.

This Purchasing Policies and Procedures Manual is established as a guide and an introduction to Federal and State of Texas laws and regulations as set forth by the Federal Government and the State of Texas Local Government Code, City Charter, and City Ordinances. Furthermore, this Policies and Procedures manual is not intended to be a manual on the law of contracts or constitute legal advice.

B. PURCHASING POLICIES & PROCEDURES MANUAL REVIEW

This Purchasing Policies and Procedures Manual will be reviewed at least annually and approved by the City Commission at least every four (4) fiscal years.

This manual cannot address every situation. When an unusual situation occurs, or a difficult legal problem arises, the City Manager, or his designee, may approve exceptions to this Policy, when in the best interest of the City, so long as the proposed exception(s) are consistent with local, State, and Federal laws. The final authority for City purchasing procedures is the law itself.

C. GOALS OF THIS POLICIES AND PROCEDURES MANUAL

The goals of the Purchasing Policies and Procedures Manual are to:

- Acquaint all persons (internal and external) in respect to the City's purchasing policies and procedures;
- Attempt to gain the best value for every purchase;
- Provide added security in attempting to ensure public spending is not used to enrich Elected Officials or Government/City employees or to confer favors on favored constituents;

- Establish and maintain mutually strong business-like relationship(s) with all interested vendors;
- Ensure public funds are safeguarded. Although the purchasing office does not usually designate the types of purchases to be made, purchases are reviewed for completeness and are tested on a sample basis for adequate departmental purchasing methods compliance;
- Ensure fair and open competition among vendors; and
- Ensure local businesses have an added opportunity in the contract award process. This serves an interest of the City by supporting local vendors so that they stay in business.

D. CENTRALIZED PURCHASING DEPARTMENT

The Purchasing Department is the central authority for all purchasing activity over \$2,000.01. Some benefits of a centralized purchasing department include:

- A professional staff of buyers that are knowledgeable on the statutory requirements of public purchasing.
- Purchasing office personnel accumulate a solid foundation of knowledge and experience about public purchasing trends, prices, and vendors.
- It allows for the consolidation of smaller expenditures by individual departments into larger purchases for the entire City, resulting in lower unit prices and savings.
- Existing and potential vendors have a single, central link to the City's procurement process to facilitate consistent communication and understanding.
- Promotes a more efficient procurement process which will inspire public confidence in the public expenditures made by the City.

The Purchasing Department is responsible to assist all City departments in the acquisition of goods and services in the most cost-effective manner. The Purchasing Department is the central point for all requisitions, purchase orders, service, supply, professional services, and construction related contracts.

It is the objective of the City's Purchasing Department to assure fair and open competition while maintaining a level playing field for all responsive and responsible vendors/contractors as they conduct business activities. The City of Pharr seeks to foster public confidence in the integrity of the City. The City of Pharr strives to adhere to all Federal, State of Texas laws, rules, and regulations as set forth in the State of Texas Local Government Code, and as published in the City of Pharr's Purchasing Policies and Procedures Manual and as approved by the City Commission.

This manual has been prepared to inform, to serve as a guide, and to instruct each department, division, and their staff of the many methods of procurement, as well as the duties and responsibilities affecting all those involved in the procurement process.

The City shall make expenditures to promote the best interests of the citizens of the City of Pharr. The City shall encourage free and unrestricted competition on all purchases, ensuring the taxpayers the best possible return on and use of their tax dollars. It shall be the policy of the City to fully comply with and make purchases or expenditures pursuant to this Manual which includes reference to policies, rules, regulations, procedures, City, State, and Federal law.

E. GOALS OF THE PURCHASING DEPARTMENT

The goals of public purchasing:

- Purchase quality goods and services
- Obtain the best value for goods and services
- Encourage and promote interlocal cooperation among area agencies
- Accept delivery of goods and services when and where needed
- Assure a continuing supply of needed goods and services
- Guard against any misappropriation of any assets procured

CHAPTER II. DUTIES AND RESPONSIBILITIES

A. RESPONSIBILITIES OF THE PURCHASING DEPARTMENT

The Purchasing Department responsibilities include:

- 1) Recommend to the City Commission and City Manager those policies and procedures needed to ensure that goods are acquired, stored, disbursed, utilized, and disposed of in a uniform and economical manner.
- 2) Assist City departments and divisions in understanding established purchasing and warehousing policies and procedures to ensure that they are consistently followed. (note there is no centralized warehouse currently)
- 3) Assist City departments and divisions in any procurement needs.
- 4) Coordinate the publication of all Bid Notices regarding advertising, solicitations for competitive sealed bids, competitive sealed proposals, pre-bid conferences, pre-proposal conferences, bid openings, the receiving of proposals, the receiving of statements of qualifications, and the sale of surplus property and/or proper disposal of salvage materials.
- 5) Assist City departments and divisions in the preparation/presentation of recommendations for award of contract to the City Commission for all materials, equipment, supplies, services, and construction contracts.
- 6) Assist City departments and divisions in developing quality and quantity specifications for goods and services to be purchased along with required delivery schedules.
- 7) Encourage competition between vendors through negotiations, competitive bidding, and quantity buying by continuously monitoring requisitions by all departments to facilitate consolidation of purchases where possible.
- 8) Solicit, evaluate, and review recommendations from departments on bids, proposals, requests for quotes, and request for statements of qualifications received from vendors, suppliers, consultants, and/or contractors.
- 9) Explore the use of cooperative purchasing programs with the State of Texas and other Texas recognized government agencies at the local, State, and/or Federal level.

B. RESPONSIBILITIES OF CITY DEPARTMENT HEADS

The Department Heads should:

- 1) Familiarize themselves with the Purchasing Policies and Procedures Manual.
- 2) Ensure that all subordinates involved in the procurement process is/are introduced and familiarized with the City of Pharr's Purchasing Policies and Procedures Manual.
- 3) Review all Purchasing activities of all subordinates.
- 4) Select responsible and trustworthy individuals to participate in procurement activities.
- 5) Select responsible and trustworthy individuals to participate in the P-Card Program.
- 6) Provide sufficient internal departmental controls with separation of duties (where feasible) for requisition entry, requisition approval, receiving of goods and services, and payment of same.
- 7) Guard against misappropriation of City funds.

- 8) Facilitate cooperation with other City and governmental departments/units.
- 9) Maximize competition from responsible bidders seeking the best price for goods and/or services.
- 10) Safeguard public funds and receive the best value for the public dollar.
- 11) Never use public spending to enrich elected officials or City employees.
- 12) Never make purchases for personal use in the City's name.

C. RESPONSIBILITIES OF CITY DEPARTMENT REPRESENTATIVES (EMPLOYEES)

The City wants to promote and protect its governmental integrity. Public employees must, therefore, discharge their duties impartially to assure fair, competitive access to City procurement activities. All City Staff engaged in the procurement process for the City shall comply with the ethical standards set forth in the following section.

The employees of the City responsible for purchasing activities should:

- 1) Thoroughly familiarize themselves with the contents of the Purchasing Policies and Procedures Manual.
- 2) Employees should not obligate the City without a Purchase Order. (Emergency Purchases are Exempt under Emergency situations, as outlined in this manual).
- 3) Purchase the proper goods and/or services to suit the City's need(s); Employees should "Requisition" items with a complete, clear, concise description of the item(s), and/or service(s) needed including estimated quantities. Obtain proper approval of all "Request for Purchase" (Requisition) form and obtain a "Purchase Order" prior to ordering items and/or services.
- 4) Assist the Purchasing Department with accurate specifications that may require an engineering or technical background.
- 5) Supply the Purchasing Department with a list of anticipated requirements in advance to ensure the coordination of proper procurement activities.
- 6) Inform the Purchasing Department of any abnormal or unusual demands/needs.
- 7) Allow enough time for the Purchasing Department to review or obtain additional quotes, to issue a purchase order, and allow the successful vendor a reasonable time to make delivery.
- 8) Maximize competition from responsible bidders seeking the best price for goods and/or services.
- 9) Safeguard public funds and receive the best value for each public dollar spent.
- 10) Never use public spending to enrich elected officials or City employees.
- 11) Never make purchases for personal use in the City's name.
- 12) Follow the Procurement Card (P-Card) Guidelines insuring proper use of the P-Card for all expenses less than \$2,000.00.

CHAPTER III. PURCHASING ETHICS (FOR CITY REPRESENTATIVES & VENDORS)

City of Pharr representatives (Employees), as well as, vendors/entities conducting business with the City of Pharr are expected to conduct themselves in an ethical, fair, legal manner free of conflict of interests.

Representatives are expected to adhere to moral, professional, and legal standards of conduct in the fulfillment of their professional responsibilities.

The statutes governing local government purchasing impose criminal penalties for violating the provisions of the various laws enacted by the Legislature that govern purchasing. Any misuse of the City's purchasing power may convey legal ramifications which may affect current and/or future employment.

The City also requires ethical conduct from those who do business with the City. City representatives (employees) and vendors/entities are required to adhere to the following:

- Uphold all Federal, State, and Municipal laws, ordinances, policies and procedures of the City of Pharr
- Be honest and trustworthy
- Be dedicated to providing quality products/services

This Code of Ethics requires hard work, courage, and difficult choices. In the long run, however, representatives (employees) and citizens will always be better served by doing what is right, rather than what is expedient.

A. DISCLOSURE OF CERTAIN RELATIONSHIPS

Pursuant to Local Government Code Chapter 176, as amended, conflict of interest shall be disclosed when applicable to conflicts affecting members of the City Commission, officers, and employees of the City and shall comply with State law pertaining to conflicts of interest. Vendors or persons considering doing business with the City, including those who submit bids, proposals, and statements of qualification(s) on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with the City, must disclose any potential conflict of interest (example: elected member/employee of the City that provide services to the City for compensation). The City may not disqualify the entities with a conflict of interest, so long as the conflict is disclosed.

It is the entity's responsibility to notify the City of a potential conflict of interest and to fill-out the proper questionnaire. It is the responsibility of the City's representative to inform the City Commission, City Manager, Deputy City Manager, City Secretary, and the Purchasing Department of a potential conflict of interest. Failure to do so results in a breach of ethics and may lead to legal repercussions.

Pursuant to the requirements of Section 176 of the Texas Local Government Code, conflict of interest questionnaires are due no later than the 7th business day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals, request for statement of qualification, request for bid, correspondence, or another writing related to a potential agreement/contract with the City.

An offense under this chapter carries the following consequences (Refer to Section 176.013 for additional details):

- a Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- a Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- a Class A misdemeanor if the contract amount is at least \$5 million.

Conflict of interest forms are maintained by the City Clerk's Office. Forms are available on the City's website under Online Services, Document Center, Applications and Forms. Quick-link: <http://pharr-tx.gov/online-services/document-center/download-category/applications-forms/>

The forms required to comply with the above Local Government Code are also available on the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

B. CONFLICTS OF INTEREST

It shall be a breach of ethics for a City Employee to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

C. CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. *Portions of the text of various subsection(s) have been amended by Acts 2017, 85th R.S., Ch. 526 (SB 255).* The law states that a governmental entity or State agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or State agency at the time the business entity submits the signed contract to the governmental entity or State agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or State agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The forms required to comply with the above House Bill 1295 are available on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/File/>

D. PERSONAL GAIN

It shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee's duties. Any personal gain by a representative of the City must be disclosed and a conflict of interest form submitted to the City.

E. INFLUENCE OF A PUBLIC EMPLOYEE

It shall be a breach of ethics to attempt to influence any City representative to violate the standards of conduct set forth by the City.

F. PARTICIPATING IN PROCUREMENTS WITH FAMILY

It shall be a breach of ethics for any representative of the City to participate directly or indirectly in procurement activity for the City, and failing to disclose it, when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

G. GRATUITIES

It shall be a breach of ethics of City employment to offer, give or agree to give any representative of the City or for any representative of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City.

H. KICKBACKS

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor, supplier, contractor, subcontractor, consultant, and/or sub-consultant under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Pharr, or any person associated therewith, as an inducement for the award of a contract, subcontract, or order of any sort.

I. CONFIDENTIAL INFORMATION

It shall be a breach of ethics for any representative of the City to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person, employee, and/or family member.

J. PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE

No City representative may purchase City property for their own personal use unless it is purchased through the City's public auction or through the competitive sealed bid process of the City. This includes new and used equipment, materials, supplies, or property.

Public auctions are conducted by licensed auctioneer, after items have been declared "surplus" by the City Commission. Public auction(s) are advertised. If "surplus" items are to be sold through the competitive sealed bid process by the City, invitations to bids or requests for proposals will be advertised and issued in accordance with statutory requirements.

K. PRIVATE PURCHASES THROUGH CITY FACILITIES

No City representative may use the purchasing power of the City to make private purchases. In addition, they should not have private purchases sent to a City facility or City address C.O.D. to be paid for by a City representative.

City representative(s) are reminded that this Purchasing Policies and Procedures Manual cannot address every situation. When an unusual situation occurs, or a difficult legal problem arises, the City Manager, or his designee, may approve exceptions to this Policy, when in the best interests of the City, so long as the proposed exceptions are consistent with local, State, and Federal laws. The final authority for the City's purchasing policies and procedures is the law itself.

CHAPTER IV. STATUTORY LAWS AND LEGAL REQUIREMENTS

Texas purchasing law is in several places within the State of Texas Statutes. The Purchasing and Contracting Authority of Municipalities is primarily found in Chapter 252 of the Local Government Code (LGC). Statutes pertaining to both cities and counties, plus other types of local governments, are included in Chapter 271 of the Local Government Code. Conflicts of interest by local government officials are covered in Chapter 171 of the Local Government Code. Disclosure of Certain Relationships with Local Government Officials are covered in Chapter 176 of the Local Government Code.

Other valuable statutes pertaining to purchasing, payment, bonds, contracting, professional services, and other related topics are also found in the Local Government Code under Chapters such as: 2251, 2253, 2254, 2258, 2269 or in other parts of Vernon's Civil Statutes and Vernon's Texas Codes. Since the law is so fragmented, it is helpful to keep this listing handy noting pertinent statutes and where they can be found.

In the following sections we shall provide a general introduction to each act mentioned above. It should be noted that there are other laws at the State and Federal level and this is not an "all inclusive" list, just an introduction of some of the laws that govern municipal procurement. Another resource that can be used for reference is the Attorney General's Opinions; this is a very valuable and respected resource that offer's guidance in the interpretation and applicability of the law(s). Consult them whenever questions arise. The attorney general's opinions are available from:

Attorney General of Texas

Opinion Committee

209 West 14th Street

Austin, TX 78701-1614

Telephone (512) 463-1722 or 1-844-829-2843

<https://www.texasattorneygeneral.gov/opinion/index-to-opinions>

LAWS

A. LOCAL GOVERNMENT CODE CHAPTER 171 REGULATION OF CONFLICTS OF INTEREST OF OFFICERS OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Local Government Code, Chapter 171 prohibits local public officials from discussing, deciding, or voting on issues that the local public official (Elected Officials and Appointed Officials) has a substantial interest in a business entity or Real Property.

There are two (2) types of conflict of interest:

- 1) Substantial interest in a Business Entity: Conflict due to a local public official's substantial financial interest in a *business entity* that has an issue before the governmental unit.
- 2) Substantial Interest in Real Property: Conflict due to a local public official's substantial financial interest in *real property* that would be affected by the governmental unit's action.

A person has a substantial interest in a business entity if the person:

- 1) owns 10 percent or more of the voting stock or shares of the business entity;
- 2) owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
- 3) receives funds from the business entity that exceed 10 percent of the person's gross income for the preceding year.

Prohibited Acts; Penalty.

(a) A local public official commits an offense if the official knowingly:

- (1) violates Section 171.004;
- (2) acts as surety for a business entity that has work, business, or a contract with the governmental entity; or
- (3) acts as surety on any official bond required of an officer of the governmental entity.

(b) An offense under this section is a Class A misdemeanor.

B. LOCAL GOVERNMENT CODE CHAPTER 252 PURCHASING AND CONTRACTING AUTHORITY FOR MUNICIPALITIES

Local Government Code, Chapter 252 outlines the competitive bidding requirements and the exemptions to competitive bidding. LGC 252 also provides that certain municipal charter provisions prevail over the statute. It covers areas such as public notice requirements, awarding bids, time warrants, changes to plans and specifications, the alternative competitive proposal for goods, services and civil construction contracts for \$1.5 million or less. This chapter also includes enforcement provisions including civil and criminal penalties for violations.

C. LOCAL GOVERNMENT CODE, CHAPTER 253 SALE OR LEASE OF PROPERTY BY MUNICIPALITIES AND CHAPTER 272 SALE OR LEASE OF PROPERTY BY MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Local Government Code, Chapter 253 Sale or Lease of Property by Municipalities and Chapter 272 Sale or Lease of Property by Municipalities, Counties, and Certain Other Local Governments governs the terms, conditions and notice requirements which the City may convey, lease or sell real property owned by the City.

D. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER D. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Local Government Code, Chapter 271, Subchapter D provides for the extension of State contract prices/bids to participating local governments when the General Services Commissions considers it feasible.

E. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER F. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Local Government Code, Chapter 271, Subchapter F allows the City to participate in cooperative purchasing program(s) with another local government or a local government organization.

F. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER G. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Local Government Code, Chapter 271, Subchapter G allows the City to purchase goods or services available under Federal supply schedules of the United States General Services Administration (GSA) to the extent permitted by Federal law. (Schedule 70 Technology contracts, IT Products, Services, and Solutions; Schedule 84 Law Enforcement and Security Products, Services, and Solutions)

G. GOVERNMENT CODE 791 INTERLOCAL COOPERATION CONTRACTS

Government Code 791 Interlocal Cooperation Contracts authorizes local governments to enter into cooperative purchasing agreements and other agreements for government functions with one another and with agencies of the State. See Chapter 18 - Interlocal Cooperative Purchasing Agreements for more information regarding cooperative purchasing.

H. GOVERNMENT CODE 2161 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Government Code 2161 Historically Underutilized Businesses authorizes a City, making an expenditure of more than \$3,000.00 but less than \$50,000.00, shall contact at least two HUBs on a rotating basis, based on information provided by the Texas Comptroller's Office pursuant to Chapter 2161 of the Government Code (<http://cpa.state.tx.us/procurement/prog/hub/>). If the list fails to identify a HUB in the county in which the City is located, the City is exempt. TEX. LOC. GOV'T CODE §252.0215.

I. GOVERNMENT CODE 2251 PAYMENT FOR GOODS AND SERVICES

Government Code 2251 Prompt Payment Act stipulates that the City shall pay all payments owed not later than thirty (30) days after the goods or services are received, or the date that the invoice is received, whichever is later. This acts also requires that when payment is not made as required, the City shall automatically add interest to the payment at the rate of one percent (1%) per month.

J. GOVERNMENT CODE 2253 PUBLIC WORK PERFORMANCE & PAYMENT BONDS

Government Code 2253 Public Work Performance & Payment Bonds requires payment and performance bonds for contracts on certain public works projects and sets the standards for when the bonds are required and the amount of the bond. The City of Pharr requires a Payment Bond and a Performance Bond, in the amount of 100% of the contract amount, on all contracts that will equal to or exceed \$50,000.00. Payment Bonds and Performance Bonds must be provided from a surety that is licensed in the State of Texas. In the event that the total amount bid is \$50,000.00 or less, the successful contractor has the option to enter into a "single payment contract" with the City of Pharr in lieu of a Payment Bond and Performance Bond.

K. GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES

Government Code 2254 Professional and Consulting Services, Subchapter A, Professional Services authorizes the procurement of professional services which states that professional services may not be awarded based on competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications to perform the services, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by law.

Professional services refer to services that are either:

- 1) within the scope of the practice, as defined by State law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing; or
- 2) provided in connection with the professional employment or practice of a person who is licensed or registered as one of the following: a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a State certified or State licensed real estate appraiser, or a registered nurse.

Professional Services are to be procured utilizing a 2-Step process. Below is a brief outline:

- 1) Step 1 - A Request for Qualifications (RFQ) is generally used for the procurement of professional services wherein the respondents provide statements of qualifications (Standard Form 330 is sometimes used). All responses are reviewed, evaluated, scored, and ranked based solely on the consultant(s) demonstrated competence and qualifications to perform the services.
- 2) Step 2 – Once respondents are scored and ranked from high to low. Negotiations can begin with the highest ranked firm to establish a fair and reasonable price.

The award of a professional services contract is based on (1) *demonstrated competence and qualifications to perform the services*, and (2) *a fair and reasonable price*. The professional fees under the contract may not exceed any maximum provided by law.

L. GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES, SUBCHAPTER B, CONSULTING SERVICES

Government Code 2254 Professional and Consulting Services, Subchapter B, Consulting Services authorizes the procurement of consulting services. "Consulting Service" means the service of studying or advising a State agency under a contract that does not involve the traditional relationship of employer and employee. An agency may contract with a consultant only if there is a substantial need for the consulting services and the agency cannot adequately perform the services with its own personnel or obtain the consulting services through a contract with a State governmental entity. Consulting services procurements are usually advertised as an "RFP" Request for Proposals solicitation. In selecting a consultant, a State agency shall: (1) base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and (2) if other considerations are equal, give preference to a consultant whose principal place of business is in the State or who will manage the consulting contract wholly from an office in the State.

M. GOVERNMENT CODE 2258 PREVAILING WAGE RATES

Government Code 2258 Prevailing Wage Rates requires paying the prevailing wage rates to laborers and mechanics employed by or on behalf of the City engaged in the construction of any public works. This applies both to contractors and subcontractors, and any lower-tier subcontractors. The wage rate for these jobs shall be not less than the general prevailing rate of per diem wages for similar work in the area the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. The public body awarding the contract must ascertain the prevailing wage rates for each type of workman or craftsman in the contract and must specify the wage rates in the bid specifications and in the contract itself. To determine the prevailing wage rate, the public body shall either conduct a survey of prevailing wages, in a manner complying with the Information Resources Management Act or shall adopt the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the

Davis Bacon Act, if the survey by the U.S. Department of Labor was conducted within the last three years.

The Federal Government requires the payment of Prevailing Wages for all Construction Contracts that have Federal funding that exceeds \$2,000.00, which includes Federal, State and local public works projects. The Federal Davis/Bacon Act was signed into law by President Hebert Hoover in 1931 and amended in 1935 with wage conditions and amended again in 1964 to include the consideration of fringe benefits.

Texas adopted a prevailing wage statute in 1933 that was titled Vernon's Civil Statutes 5159a and then amended and re-codified in 1995 to Texas Government Code Chapter 2258.

Chapter 2258 was amended by HB 2625 in the 80th Legislative Session in 2007. The Legislature removed language that restricted political subdivisions in the State from adopting or using the Federal Davis/Bacon Wage Determinations, if the publication of that survey was over three (3) old. Effective September 1, 2007, all political subdivisions in the State of Texas may adopt the Federal Davis/Bacon Wage Determinations and subsequent modifications without having to spend taxpayer dollars to conduct new wage surveys.

N. GOVERNMENT CODE 2269 CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS

Government Code 2269 Contracting and Delivery Procedures for Construction Projects governs the contracting and delivery procedures for facility construction contracts including alternative delivery methods for certain projects. When entering into a construction contract for a public facility, public work, or a public improvement the City may use alternative methods that provide best value for the City. However, the City must, before advertising, first determine the method that provides best value. The Competitive Sealed Bid/Proposal Method, Construction Manager-Agent Method, Construction Manager-At Risk Method, Design-Build Method and Job Order Contracting are part of this law.

CITY ATTORNEY REVIEW:

O. CITY ATTORNEY APPROVAL

In addition to the statutory requirements provided in this chapter, the following administrative legal requirements must be adhered to:

a) Review by the City Attorney

The City Attorney shall review all documents, contracts, and legal instruments in which the City may have an interest. Departments should allow at least ten (10) working days for the review of changes to standard contracts and at least thirty (30) working days for the review of all other non-standard documents.

b) Previously Reviewed Terms and Conditions

Purchase orders, supply and service agreements, and contracts containing only City of Pharr standard terms and conditions, which have once been approved by the City Attorney, are considered to have been reviewed by the City Attorney.

c) Contract Review Committee

Modified standard contracts, non-standard contracts, or any agreement bearing any special terms and conditions, not previously approved by the City Attorney, shall be submitted for approval by a contract review committee. This committee may consist of representatives from Legal, Risk Management, Purchasing, the requesting Department, Deputy City Manager, and City Manager.

CHAPTER V. PURCHASING THRESHOLDS

A. GENERAL INFORMATION

This section serves as a guide for the acquisition of goods, non-professional and professional service contract(s).

B. REQUEST FOR PURCHASE FORM (REQUISITION FORM)

The Requisition form is the source document for all purchasing activity. This form communicates a department's need(s) to the Purchasing Department and authorizes the Purchasing Department to enter into a contractual relationship for delivery of the goods and/or services. A requisition is for communicating internal requirements and should not be used by the departments for placing the order(s) and/or delivery of goods and/or services. The department requisition must be approved in accordance with the department's approval hierarchy. The information called for on the requisition must also be entered into the City's Financial System for "electronic processing and approval."

C. REQUEST FOR AVAILABILITY OF FUNDS FORM-ROLLING STOCK (RFAOFF-ROLLING STOCK)

The Request for Availability of Funds form is to be utilized by the requesting departments when identifying their needs for the procurement of on-road and off-road vehicles. This is the initial form required in a formal solicitation process.

D. REQUEST FOR AVAILABILITY OF FUNDS FORM (RFAOFF)

The Request for Availability of Funds form is to be utilized by the requesting departments when identifying their needs for the procurement of Purchase, Service, Supply, and Construction related projects. This is the initial form required in a formal solicitation process.

E. PURCHASE ORDERS

A Purchase Order is a formal, binding, legal agreement issued by the City's Purchasing Department which may be used in lieu of a written contract for goods and/or services. A Purchase Order is requested by a departmental requisition that details the merchandise or services required. A purchase order is a contract between the City and a vendor. The contract is not binding until it is accepted by the vendor. The City will not recognize the issuance of orders by unauthorized individuals and payment of these types of obligations will not be approved. The Purchase Order authorizes the supplier to ship and invoice for the goods and/or services ordered. The primary purpose of the Purchase Order is to encumber the funds, document the procurement details, and it ensures payment to external vendors.

F. SEPARATE PURCHASES

Separate purchase means purchases, made separately, of items that in normal purchasing practices would be purchased as one purchase.

G. SEQUENTIAL PURCHASES

Sequential purchase means purchases, made over a period of time, of items that in normal purchasing practices would be purchased as one purchase.

H. COMPONENT PURCHASES

Component purchase means purchases of the component parts of an item that in normal purchasing practices would be purchased as one purchase.

At no time shall an employee intentionally, knowingly or willingly make or authorize separate, sequential, or component purchases to avoid competitive bidding requirements. In accordance with the Local Government Code, such offense is considered a Class B misdemeanor.

I. EXPENSES NOT REQUIRING PURCHASE ORDERS

- Utility services (example: water, electricity, gas, etc.)
- Payroll-related expenses (pension, some health insurance(s), etc.)

J. PURCHASING LIMITS

- 1) **Purchases greater than \$1.00 but less than \$2,000.00 - Require informal competitive bidding, quotation forms.** This is an informal process. Directors may make purchases less than \$2,000.00 (Primary Use: P-Card; Alternate Use: PO). Directors must approve invoices for payment (by way of signature) once the items are received and forward to Accounts Payable.
 - **Document (P-Card):** P-Card transaction and receipt(s)
 - **Approvals Required (P-Card):** Department Head/ADH, Cardholder, Department Administrators Assistant
 - **Document (PO):** PO, delivery ticket(s), invoice(s)
 - **Approvals Required (PO):** Department Head/ADH
- 2) **Purchases greater than \$2,000.01 but less than \$25,000.00 – Require informal competitive bidding (verbal, written, or electronic price quotations).** This is an informal process. The Department Head will validate the authenticity of the (3) quotations. Directors must approve invoices for payment (by way of signature) once the items are received and forward to Accounts Payable.
 - **Document:** Request for Purchase form (Requisition) and Purchase Order
 - **Approvals Required:** Department Head, Purchasing Director
- 3) **Purchases greater than \$25,000.01 but less than \$50,000.00 – Require competitive bidding (written or electronic price quotations).** This is an informal written process coordinated with the Purchasing Department. The Department Head will validate the authenticity of the (3) quotations. Directors must approve invoices for payment (by way of signature) once the items are received and forward to Accounts Payable.
 - **Document:** Request for Purchase form (Requisition) and Purchase Order
 - **Approvals Required:** Department Head, Purchasing Director, City Manager
- 4) **Purchases for \$50,000.01 or More – Require a formal competitive sealed solicitation. Requires City Commission authorization to advertise.** This is a formal process managed by the Purchasing Department. The Department Head must submit technical specifications for solicitation purposes.
 - **Document:** Request for Availability of Funds form (RFAOFF), Request for Purchase form (Requisition), and Purchase Order, other documents as applicable.
 - **Approvals Required:** Department Head, Purchasing Director, City Manager, City Commission

- 5) **Procurement of Professional Services for More Than \$2,000.00 But Less Than \$50,000.00 – Require a Request for Qualification (RFQ) process in accordance with Chapter IX of this Manual (LGC 2254).** This is an informal process managed by the Purchasing Department. The Department Head must submit technical requirements for solicitation purposes. Rotation List may be used (if applicable).
- **Document:** Request for Purchase form (Requisition) and Purchase Order, other documents as applicable.
 - **Approvals Required:** Department Head, Purchasing Director, City Manager
- 6) **Procurement of Professional Services \$50,000.01 or More – Require a Request for Qualification (RFQ) process in accordance with Chapter IX of this Manual (LGC 2254). Requires City Commission authorization to advertise.** This is a formal process managed by the Purchasing Department. The Department Head must submit technical requirements for solicitation purposes.
- **Document:** Request for Availability of Funds form, Request for Purchase form (Requisition) and Purchase Order, other documents as applicable.
 - **Approvals Required:** Department Head, Purchasing Director, City Manager, City Commission

CHAPTER VI. PURCHASE ORDER PROCESS

The Purchasing Department requires that Department(s) follow the Purchase Order process. All expenses to the City of Pharr should be accompanied by a "p-card transaction" (if expense is less than \$2,000.00) or a "Purchase Order" (if expense is over \$2,000.01). Purchase Orders are issued by the Purchasing Department after the electronic approvals of the Requisition accompanied by support documents are approved and converted to Purchase Order(s). All Requisitions require electronic approval by the Department Head and the Finance Director or his/her designated representative. All Requisitions over \$2,000.01 will require the Purchasing Department Head's approval. If expense is going to exceed \$25,000.01, Requisition will require the Deputy City Manager's approval. If expense is going to exceed \$50,000.01, Requisition will require City Manager's approval.

A. REQUEST FOR PURCHASE FORM (REQUISITION)

The Request for Purchase (Requisition) form is initiated by the department. The department is responsible for entering a purchase requisition in the City's financial management system. BEFORE requesting the purchase, the department is responsible to ENSURE that budgeted funds are available. All requisitions must include information as called for on the form in addition to support documentation (i.e., quotes, Requisition form in Acrobat form). Requisition must be submitted electronically by uploading the form through the City of Pharr's Financial Management System (Requisition will go through an electronic approval process).

B. PURCHASE ORDER

The Purchase Order (PO) form is centralized and issued by the Purchasing Department. Once a requisition is reviewed and approved by the Purchasing Department, a Purchase Order Number will be issued. The Purchase Order document will be forwarded to the Requesting Department for ordering purposes. On projects solicited by the Purchasing Department, the Purchase Order document will be forwarded to the vendor by Purchasing staff for commitment purposes (vendor shall be instructed to coordinate delivery of goods/services with the requesting department(s)).

C. RECEIVING AND INSPECTION

After an item is purchased, the task of receiving and inspection rests with all City representatives accepting the materials, goods, or supplies. This should be done as promptly as possible to take advantage of early payment discounts and/or to give Accounts Payable the processing time needed to avoid interest and penalties. All items must be inspected upon receipt, and whenever possible, in the presence of the vendor or shipper.

Inspection should include verification of:

- Correct delivery site
- Correct item(s)
- Correct quantities
- Correct PO number on the packing slip and/or invoice(s)
- Checking for damaged or defective goods

- Receiving Complete Orders (sign and date the packing slip and attach the packing slip to the signed invoice(s) and signed PO).
- Receiving Partial Orders (sign and date the partial packing slip, attach the signed and dated invoice(s) make a copy of the P.O. and cross out any items that are not received, sign and date the PO and submit to Accounts Payable for partial payment).

Non-Compliant Deliveries:

- Non-Compliant Deliveries: All supplies, materials, and/or equipment received (on projects exceeding \$50,000.01) that are not in compliance with the contract, should be reported to the Purchasing Department in writing as soon as possible. All relevant documentation should be retained by the department. The Purchasing Department will notify the vendor and prescribe corrective action. Departments are responsible to communicate with vendor(s) regarding non-compliance for purchases less than \$50,000.00.
- Shortages, Damages, or Overages: Requesting departments should inspect items received on purchase orders promptly after receipt. If a shortage in items ordered or damage to items received is discovered, the department representative should contact the vendor immediately. If an overage in items is received, a determination of whether to keep overages of shipment and/or arrangements are to be made with the vendor to return over shipment. (return authorization voucher and credit-memo(s) are to be obtained)
 - Damage: Damaged freight should always be reported to the freight line, within the same day of the delivery, if possible. Types of damage:
 - Visible damage - If freight is visibly damaged, receiving personnel should instruct the freight line driver to note the damage on the freight bill and sign the freight bill.
 - Concealed damage - If there has been concealed damage, save the shipping cartons. Notify the freight line and request an "inspection report of concealed damage." The receiving report should note the damage also.
- Packing Materials - All boxes and packing materials should be kept in the event of visible or concealed damage freight shipments.
- Returns: Damaged supplies, equipment, and/or materials should not be returned to the freight line, or the vendor. If the vendor requests return of the items, the Purchasing Department should be notified. The items should be returned after determining that a claim has been filed, and that authorization has been given by the vendor (return authorization voucher) and /or the Purchasing Department.

D. PURCHASE ORDER PAYMENT PROCESS

The timely processing of payments to vendors is addressed in Government Code, Chapter 2251 Prompt Payment Act which sets out:

- Required deadlines for payment to vendors;
- Requirements for vendors' payments to their subcontractors;

- Penalties for failure to comply with the Act; and
- Exceptions to the Act.

The law requires that the City pay all payments owed not later than thirty (30) days after the goods or services are received or the date that the invoice is received, whichever is later. It also requires that vendors follow the same rules for payments to their subcontractors.

When the City believes there is an error on an invoice received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. Then, if the dispute is resolved in favor of the City, the vendor must submit a new invoice and the City has thirty (30) days from receipt of the new invoice in which to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date the invoice became overdue.

Other times when the Act provides exceptions are:

- When there is a bona fide dispute between the City and a vendor, contractor, subcontractor or a supplier concerning the supplies, materials or equipment delivered or the services performed which causes the payment to be late;
- When there is a bona fide dispute between the vendor and a subcontractor, or between a subcontractor and its supplier concerning the supplies, materials or equipment delivered or the services performed which causes the payment to be late;
- When the terms of a Federal contract, grant, regulation or statute prevent the City from making a timely payment with Federal funds; or
- When the invoice is not mailed to the proper office, if an office address is specified in the instructions on the purchase order.

Receiving Complete Orders (sign and date the packing slip, attach the packing slip to the original signed and dated PO, attach the signed and dated invoice, and submit paperwork to Accounts Payable for payment processing).

Receiving Partial Orders (make a copy of the original PO and cross-out any items that are not received, sign and date the partial packing slip, attach the signed and dated invoice, and submit paperwork to Accounts Payable for processing). The original PO will be submitted for the final payment of the PO.

Department Heads must sign and date all invoices being submitted for payment. Department Heads must sign, and date all PO's being submitted for partial and/or complete delivery payment.

E. INVOICES

An invoice is an itemized statement of merchandise or service provided by the vendor. Invoices are sent by the vendor for payment by the City after purchases are made. It contains the same information as the purchase order and is the means of settlement of financial obligations incurred when the PO is issued.

- All invoices received must be date stamped and initialed by the recipient.
- All invoices should reflect a distinct invoice number.
- All invoices should reflect the purchase order number.
- All invoices must be sent directly to the Accounts Payable Division where they are held until the PO receiving or partial (copy of original) has been processed.
- All invoices received by departments should be forwarded immediately to the Accounts Payable Division for prompt payment and to avoid interest penalty. Vendors should be notified that all future invoices are to be sent directly to the City of Pharr, Finance Department, Accounts Payable Division, 118 S. Cage Blvd., (2nd Floor), Pharr, TX 78577 (Telephone: 956-402-4150).
- Payment is overdue on the 31st day after the later of (Texas Government Code, Chapter 2251.021):
 - The date the City receives the goods under the contract
 - The date the performance of the service under the contract is completed; or
 - The date the City receives an invoice for the goods or services

F. CONSTRUCTION PAY APPLICATION

An application for payment is a construction document that outlines how a contractor will be paid. A Requisition and a Purchase Order is issued for construction and demolition related projects. They are typically accompanied by a "Schedule of Values" which outlines in detail the services and materials to be used in accordance with the executed contract agreement. This document is usually presented as a list and includes the description, unit price, unit of measure, and quantity of each item being furnished. Construction pay applications must be reviewed by and signed by the Contractor's authorized representative, this document must be notarized before it can be processed for payment. If the City contracted a "consultant" for the project, the "consultant" must review and approve the "Pay Application" checking for accuracy. All construction related "Pay Applications" must be turned in to the City Engineer for review and approval by signature. Additional signors are required before payment can be released, these approvers are: City Manager, Deputy City Manager, Purchasing Director, and Finance Director. The City of Pharr has a standard Pay Application template which is provided to contractors to facilitate the payment process.

G. PROFESSIONAL SERVICES PAY APPLICATION

Consultants typically use their own formatted invoice to bill the City of Pharr for Professional Services. A Requisition and a Purchase Order is issued for consulting and professional services. Invoices for consulting and professional services must coincide with the contract agreement, this document typically outlines the tasks and/or milestones including the description, unit price, unit of measure and/or lump-sum amounts. These types of Pay Application must be reviewed and signed by the consultants authorized representative. All professional services pay applications for engineers and/or architects must be turned in to the City Engineer for review and approval by signature. Additional signors may be required before payment can be released, these

approvers are: City Manager, Deputy City Manager, Purchasing Director, and Finance Director. The City of Pharr has a standard Pay Application template which is provided to consultants to facilitate the payment process.

CHAPTER VII. SOLICITATION PROCESS

The solicitation process is the documentation of the City's purchasing representative's attempt to purchase quality items and/or services at the best possible price available and or best value.

A. INFORMAL (UP TO \$2,000.00)

The requesting department may ask the vendor(s) to provide a verbal/written/electronic quote for the item(s) being purchased. Quotes may be documented on a Purchase Request form.

B. INFORMAL (BETWEEN \$2,000.01 - \$25,000.00)

The requesting department shall obtain (3) written or electronic quotes from vendors. A Purchase Request form (Requisition) must be submitted to the Purchasing Department along with supporting documents (quotes).

C. INFORMAL (BETWEEN \$25,000.01 - \$50,000.00)

Solicitations for these purchases shall be managed by the Purchasing Department. The requesting department shall submit a Request for Availability of Funds form (RFAOFF) along with semi-formal technical specifications to the Purchasing Department for review and solicitation purposes. The Purchasing Department will then prepare a solicitation document (based on the type of procurement) using the City's Online Procurement software. Once responses are obtained, they will be tabulated and sent to the department for review and recommendation. Departments shall be required to provide a written recommendation to the Purchasing Department for review and approval. Note: Depending on the type of purchase, City Commission approval may be required. A Purchase Request form (Requisition) must be submitted to the Purchasing Department in hardcopy form and electronically through the City's Financial Management System for further processing.

D. FORMAL (GREATER THAN \$50,000.01)

Solicitations for these purchases shall be managed by the Purchasing Department. The requesting department must seek the City Commission's approval to advertise. The requesting department shall submit a Request for Availability of Funds form (RFAOFF) along with formal solicitation specifications, requirements, and technical specifications to the Purchasing Department for review and solicitation purposes. The Purchasing Department will then prepare a solicitation document (based on the type of procurement). The Purchasing Department shall utilize the City's Online Procurement software to post the project, send out notifications/invitations. Once responses are obtained, they will be tabulated and sent to the department for review and recommendation. Departments shall be required to provide a written recommendation to the Purchasing Department for review and approval. A Purchase Request form (Requisition) must be submitted to the Purchasing Department in hardcopy form and electronically through the City's Financial Management System for further processing.

Below is a more detailed description of the Formal Solicitation process:

E. REQUIREMENTS UNDER STATE LAW

The Texas Local Government Code requires that before a municipality may enter into a contract that requires an expenditure of more than \$50,000.01 from one or more municipal funds, the municipality must comply with the procedure prescribed by Chapter 252.021 for competitive sealed bidding or competitive sealed proposals. The municipality may also elect to comply with a method described by Chapter 2269 Alternative Procurement methods

F. ADVERTISING AND ADVERTISING TIME REQUIREMENTS

Authorization to post/advertise a solicitation must be obtained from the City Commission. Section 252.041 of Chapter 252 requires that the solicitation be advertised publicly with notice of the time and place at which the bids will be publicly opened and read aloud. The public notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality that is listed as the City's paper of record (Advance News). The date of the first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. In addition to the paper of record, the City, at its option, may also advertise online and with other publications and/or organizations. In addition, the advertisement for competitive sealed bids and the advertisement for competitive sealed proposals shall be handled in the same manner.

G. BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS

All solicitations for competitive sealed bids and/or competitive sealed proposals must include a set of complete and detailed specification requirements of the item(s) and/or services to be purchased. THE CREATION OF THE SOLICITATION REQUIREMENTS IS THE SOLE RESPONSIBILITY OF THE REQUESTING DEPARTMENT. The Purchasing Department will assist the requesting department in any way necessary but will not be responsible for the final content of the solicitation document(s). The Purchasing Department shall be responsible for all remaining sections of the solicitation document including bid/proposal form, terms, conditions, and document requirements including any legal terminology required by law.

Vendors can be consulted as a source for technical specifications and/or pictured literature information as long as they are advised that a formal sealed bid/proposal process will be used, and the vendor cannot be treated with any type of favoritism. Solicitation documents and/or specifications used by other governmental entities or sources is also acceptable, and therefore, can be contacted if needed for assistance. In addition, the Purchasing Department can be contacted as a resource for providing assistance with regards to previously used specifications or research guidance.

To assure fair and competitive bids/proposals, brand names should not be used in specifications unless it is made clear to each bidder/respondent that the brand name is being used for reference only. This can be accomplished by adding an "or equal" statement behind the brand name. This statement will indicate to the bidder that other brand names will be considered if they offer specifications that are equal to or better than the specifications listed in the solicitation document. Brand names can be specified, as the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts or equipment. Brand names can also be specified, when there are multiple dealers and/or distributors that can bid the brand being specified.

An approved Request for Availability of Funds (RFAOFF) form and Request for Purchase (Requisition) form must be submitted to the Purchasing Department for all formal solicitation for bids/proposals. The requisition must include the funding account number and budgeted amount authorized for the purchase. The requisition along with the specifications should be submitted for approval as called for in the Purchasing Policies and Procedures Manual. WITHOUT THE AUTHORIZED APPROVALS INDICATING SUFFICIENT FUNDS ARE AVAILABLE, THE PURCHASING DEPARTMENT WILL NOT PROCEED WITH THE SOLICITATION PROCESS. ANY UNBUDGETED SOLICITATIONS SHALL REQUIRE THE CITY MANAGER(S) WRITTEN APPROVAL.

H. BID PREPARATION AND ADMINISTRATION

All solicitation documents for competitive sealed bids and/or competitive sealed proposals will be preliminarily prepared by the requesting department and sent to the Purchasing Department for posting. All projects that involve engineering and architectural design services shall be channeled through the City Engineer. The City Engineer shall be responsible to provide all necessary solicitation documents to the Purchasing Department.

I. THE PURCHASING DEPARTMENT IS RESPONSIBLE FOR COORDINATING ALL DATES FOR ADVERTISEMENTS, PRE-BID CONFERENCES, PRE-PROPOSAL CONFERENCES, BID OPENING DATES, PROPOSAL OPENING DATES, AND DEADLINE DATES. THE PURCHASING DEPARTMENT IS RESPONSIBLE FOR POSTING SOLICITATION DOCUMENTS, SENDING OUT SOLICITATION INVITATIONS, AND POSTING ANY RELATED ADDENDUMS ON THE CITY'S BIDDING PORTAL (WEBSITE). ON FORMAL SOLICITATIONS, A PROJECT NUMBER WILL BE ASSIGNED. THE PURCHASING DIRECTOR OR HIS/HER DESIGNEE OR THE DESIGNEE ASSIGNED TO THE PROJECT WILL BE RESPONSIBLE FOR THE BID/PROPOSAL OPENING AND READING OF THE BIDS/PROPOSALS RECEIVED (IF A DEADLINE DATE IS SET, NO FORMAL READING WILL TAKE PLACE). ONCE A COMPLETE AUDIT AND BID TABULATION IS COMPLETED BY THE PURCHASING DEPARTMENT, THE TABULATION ALONG WITH A MEMO REQUESTING A DEPARTMENT RECOMMENDATION WILL BE SENT OUT TO THE REQUESTING DEPARTMENT. ALL BIDS/PROPOSAL RESPONSES SHALL BE AVAILABLE ON THE CITY'S BIDDING PORTAL (WEBSITE) FOR REVIEW BY THE REQUESTING DEPARTMENT. WHEN ALL BIDS/PROPOSALS HAVE BEEN REVIEWED, THE REQUESTING DEPARTMENT WILL BE RESPONSIBLE FOR SUBMITTING TO THE PURCHASING DEPARTMENT, A WRITTEN RECOMMENDATION FOR AWARD OF CONTRACT, ALONG WITH BACKGROUND WORDING TO BE INCLUDED IN THE AGENDA PACKET TO THE CITY COMMISSION. THE REQUESTING DEPARTMENT IS RESPONSIBLE TO PREPARE THE AGENDA ITEM IN CIVIC CLERK FOR REVIEW AND CONCURRENCE BY THE PURCHASING DEPARTMENT. THE PURCHASING DEPARTMENT MAY PROVIDE GUIDANCE AS NECESSARY. PRE-BID/PRE-PROSOSAL PROCEDURES

- 1) The Purchasing Director or his/her designee or the designee assigned to the project shall conduct the pre-bid/pre-proposal conference.
- 2) The requesting Department Head or his/her designee is required to attend the meeting. The department representative shall be knowledgeable of the solicitation documents and shall be prepared to answer all questions that pertain to the specifications.
- 3) If a contracted consultant is involved with the project, they are required to have representation available at the pre-bid/pre-proposal conference. Depending on the project at hand the consultant may be asked to take lead. If an Addendum is necessary, consultant is responsible to draft the Addendum for review and concurrence by the City.

- 4) Typically, these meeting(s) are informal by nature, held to allow any interested concerns to ask any questions regarding the project at hand. Formal changes are sent out via an Addendum. Addendum(s) are posted on the City's Bidding Portal (website)
- 5) Attendees are asked to introduce themselves and a sign-in sheet is passed around.
- 6) A general overview of the project is given, the documents are outlined, and the floor is opened for questions. Attendees are asked to post their questions on the City's Bidding Portal (website) for an informal response. Formal changes to solicitation documents are released through issuance of an Addendum.

J. "SINGLE BID POLICY" (APPLICABLE TO BID/PROPOSAL/STATEMENT OF QUALIFICATION)

It shall be the City of Pharr's "Single Bid Policy" that upon receipt of a "Single" bid, proposal, or statement of qualification submittal to automatically reject and reschedule solicitation dates. If the second time the City solicits for the same project, we receive for a second time a "Single" bid, proposal, or statement of qualification the Purchasing Department shall open, tabulate, and consider the response for possible award of contract.

If the Requesting Department(s) has/have an urgent need for the project, the Department Head may visit with the City Manager providing his/her justification and request the City Manager's authorization to open, tabulate, and consider the "Single" bid, proposal or statement of Qualification. The City Manager may or may not elect to present the "Single" bid to the City Commission at their regularly scheduled meeting for this determination. If the City Manager elects to present the "Single" bid, proposal or statement of qualification response to the City Commission, the submittal shall be opened, and consideration may be given to award a contract at their level (on the same date) or the Commission may direct staff to review and present a recommendation in a subsequent meeting.

K. BID/PROPOSAL OPENING PROCEDURES

Receiving competitive sealed bids and proposals must be done properly in order to ensure that no possibility of favoritism or even the appearance of favoritism exists.

Each bid or proposal must be turned in to the Purchasing Department in a sealed envelope, with the bid/proposal project identification number noted on the outside of the envelope/box. Only one bid/proposal should be submitted per envelope. If more than one bid/proposal is to be submitted, it is required that the vendor/respondent use separate envelopes for each one. The bid/proposal envelope/box should also bear the name of the respondent and the title of the project on the outside of the envelope/box. Upon receipt from the City the bid/proposal envelope/box should be initialed by recipient, time, and date stamped in the designated office as soon as it is received. The bid/proposal envelope should then be filed unopened together with the other bids/proposals for the same project number.

- 1) Bids/proposals are opened on the date and at the hour specified at the place named in the invitation published or as may be changed through formal Addendum. At specified bid/proposal closing time, a password-enabled employee in the Purchasing Department will

open (unlock) the bids/proposals, a preliminary bid/proposal tabulation will be displayed electronically. The Purchasing Department staff shall download and print all bids/proposals and the bid/proposal tabulation summary assembled by City's service provider or purchasing staff. The printing of all bids/proposal shall occur in a controlled environment in the Purchasing Department. A bid/proposal submitted non-electronically within the bidding period will be considered as per the bid and proposal document terms and conditions. Vendors and the public are invited and encouraged to attend the bid/proposal opening. In case no observers attend the bid/proposal opening, the Purchasing Department always extends the invitation to the requesting department to send a member of their staff to witness the opening.

In order to establish a standardized format of bid/proposal openings the following procedures should be followed:

- 1) The Purchasing Director or his/her designee or the designee assigned shall conduct the bid/proposal opening(s). If a contracted consultant is involved with the project, they may be asked to conduct the bid/proposal opening(s).
- 2) In addition to the Purchasing Director or his/her representative, there will be at least one (1) other City employee from the requesting department.
- 3) All attendee(s) are asked to sign-in.
- 4) Purchasing staff will then open and read aloud all bid/proposal responses received by closing time and date to any interested parties present at the bid/proposal opening (Company names shall be read for proposals or statements of qualifications).
- 5) The recorder will document all information that is read at the bid/proposal opening and will confirm by tabulating all responses completely and truthfully.
- 6) At bid/proposal openings, the requesting department representative will act as the witness that all bids/proposals were read.
- 7) After award by City Commission, the City will post award tabulation on the Bidding Portal (website)

L. BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS

The requesting department is primarily/solely responsible for reviewing the respondents' offer(s). Requesting department is responsible to review all submittals, specifications offered in each bid/proposal to ensure the specifications/submittals meet the bid/proposal requirements. The requesting department must provide a review of any bid/proposal that did not meet the specifications. If recommending other than the low bid, the requesting department must provide written justification for their recommendation.

If the competitive sealed bidding requirement applies to the contract for goods or services, the bid/proposal offered meets the specifications requested, the recommendation may then be made based on the procedures set out in the State of Texas Local Government Code Chapter 252, Sub Chapter C, 252.043. Under this chapter entitled Award of Contract, the City may award the contract based on:

Sub-section (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or the bidder who provides goods or services at the best value for the municipality.

Sub-section (b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contacting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

Sub-section (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Sub-section (f) The Governing body may reject any and all bids.

Sub-section (g) A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

Sub-section (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

M. COMPETITIVE SEALED PROPOSALS

Municipalities may use the Competitive Sealed Proposal procedure for high technology procurements. Local Government Code 252.021. High technology procurement is defined as the procurement of equipment, goods, or services of a highly technical nature, including, but not limited to: data processing equipment, software, and firmware used in conjunction with data processing equipment, telecommunications equipment, radio and microwave systems, and electronic distributed control systems (including building energy management systems), and technical services relating to such items.

Notice requirements for high technology proposals are the same as for general contracts. Requests for Proposal(s) solicitation documents must solicit proposals and must specify the relative importance of price and other evaluation factors. Evaluation factors and point scheme must be incorporated into

the solicitation document. The City may hold discussions with respondents who submit proposals and are determined to be responsibly qualified for the award of the contract. Each respondent must be treated fairly and equally with respect to any opportunity for discussion and revision.

Proposals are evaluated one against the other, and then initially ranked. The proposals are then negotiated, and re-ranked. Further negotiations will be required, and a final recommendation is to be made to the City Commission for final award (formal solicitations). A department head or his designee may meet in private session with each proposer and negotiate for exactly what is needed. Negotiations are not limited to one meeting.

Offers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the final offers, revisions may be permitted after submissions and before the award of the contract. Throughout the proposal process, information identified by the vendor as trade secrets or proprietary information, and contained in the proposals, must be kept confidential by law.

After proposals are received, the City may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best possible proposal for each vendor.

N. PROJECT NUMBER SEQUENCES

Prior to 2018 the bid/project number consisted of four (4) sections totaling 13 digits. The first section consisted of four digits indicating the fiscal year. The second section consisted of two digits indicating the fund. The third section consisted of three digits identifying the requesting department's departmental account number. The last section consisted of the number of bids the City as a whole has managed throughout the fiscal year. The City Clerk's office was responsible for assigning the bid/project number to the requesting department.

The Purchasing Department is now responsible for assigning bid/project number(s).

Project numbers shall be assigned in the following manner, the first section four digits Fiscal Year i.e.: 2021. Second section two digits Fund i.e.: 01. Third section is the Department Number ie:517. The four section is the type of Project and sequence i.e.: P-Purchase, S-Service, SP-Supply, C-Construction, IPQ- Informal Price Quote. Last section is the number of invitations sent. Example 1819-01-C001-115 which represents FY18-19, bids opened in January of 2019, this is the 1st construction project in fiscal year 18-19 and 115 invitations were sent out.

O. BID/PROPOSAL DISCREPANCIES AND DISQUALIFICATIONS (TECHNICALITY)

There are several reasons that require a bid/proposal to be disqualified. These reasons are as follows:

- 1) Any bid/proposal received that is not signed by an authorized company representative.
- 2) Any bid/proposal received that did not return required information such as addendum(s), contractors' statement of qualifications, or required certifications. This requirement may be

waived as a technicality but must be approved, in writing, by the City Manager and City Attorney's office.

P. BID DISCREPANCIES AND DISQUALIFICATIONS (Non-Responsive)

- 1) Any bid/proposal received that did not return required information such as a bid/proposal bond.
- 2) Late bid/proposal or request for statement of qualifications.
- 3) Any bid/proposal with a mathematical discrepancy.
- 4) Bids/proposals where prices are conditional on award of another bid, bids/proposals subject to minimum order quantities, or when prices are subject to unlimited escalation or "all or none" clauses. If allowed by the specification, prices may be subject to escalation based on an independent wholesale or specified published index. (e.g., for oil and gas products, the net terminal price or current Oil Price Information Service index.)

Q. REJECTION OF BIDS, PROPOSALS, AND/OR STATEMENTS OF QUALIFICATIONS

The City of Pharr reserves the right to refuse and reject any or all bids, proposals, and/or statements of qualification, with or without cause, to waive any or all formalities, or technicalities, and to accept the bid, proposal, and/or statement of qualification to be the best and most advantageous to the City.

The City Commission may "Reject" of all bids, proposals, and/or statements of qualification for projects in excess of \$50,000.01. The City Commission may delegate the "Rejection" of all bids, proposals, and/or statements of qualification to the Purchasing Agent for projects less than \$50,000.00.

R. AGENDA REQUIREMENT RESPONSIBILITIES (ALL CAPITAL PURCHASES/PROJECTS)

All capital outlay item(s)/capital asset(s) to be purchased by the City must be submitted to the City Commission for approval. During the budget process, all capital item(s)/capital assets are budgeted and approved by the City Commission during the budget approval process. Any capital item(s)/capital asset(s) needed after the adopted budget process must be submitted to the City Commission (budget amendment process) for approval after ensuring adequate funds are available. Approval/adoption of the budget does not authorize or establish contract(s), agreement(s), or automatic contract extensions. Expenses exceeding \$50,000.01 require City Commission action.

The City Commission must approve, in advance, all capital expenditures for \$50,000.01 or more if the City Administration proposes to award the **bid to other than the low bidder meeting specifications**.

Any commitment(s), regardless of dollar amount, which require(s) a signed agreement, must be presented to the City Commission for official approval (City Attorney must pre-approve draft agreement).

S. BID/PROPOSAL TABULATIONS

Bid/Proposal tabulations shall be posted on the City's Bidding Portal (website). Award information shall be posted on the City's Bidding Portal (website).

T. RELEASE OF BID/PROPOSAL INFORMATION

All requests for historic information concerning a bid/proposal solicitation, specification requirements or other matters relating to bids/proposals of the City can only be conveyed via an open records request and should be made through the City Clerk's Office PIR process. All open records request forms are to be kept and filed in a manner that makes retrieval of the information that was requested and the information that was returned easily accessible.

U. BONDING REQUIREMENTS

To ensure that the successful bidder will enter into a contract with the City and complete the project as defined by the bid/proposal solicitation/specifications, bidders/respondents may be required to provide the City with surety bonds guaranteeing successful completion of the contract. There are three (3) types of surety bonds commonly used with City contracts; the bid/proposal bond, performance (and maintenance) bond, and the payment bond. A surety is a firm (usually an insurance company) that will guarantee that the bidder/respondent will perform as defined by the specifications. The City will only accept corporate sureties as bonding entities. Only Surety Companies licensed to operate in the State of Texas shall be acceptable. Personal sureties are unacceptable.

V. BID BOND/PAYMENT BOND/PERFORMANCE BOND

It is the City's option whether or not to require bidders/respondents to provide the City with a bid/proposal bond along with their bid/proposal submissions. State statutes do not address bid bonds for Municipalities.

The City of Pharr shall require a five (5) percent bid/proposal bond on projects for which the City solicits competitive sealed bids and/or proposals in order to deter the receiving of frivolous bids/proposals and to assure the City that the recommended bidder/respondent will enter into a contract with the City if tendered and shall comply with all specifications and/or delivery dates.

Construction Contracts (Heavy and Highway, Above-Surface Structures):

The City of Pharr shall require a five (5) percent (%) bid/proposal bond on all construction contracts that equal to or exceed \$50,000.01. All bid/proposal bonds for construction project(s) shall be in the form of a Cashier's Check or a Surety Bond issued by a Surety Company licensed to operate in the State of Texas. Original Bid/Proposal bond(s) must be submitted with the bid/proposal response. The City reserves the right to require five (5) percent (%) bid/proposal bonds on constructions projects under \$50,000.00, but more than \$25,000.00. Bid/Proposal bonds shall be returned to all unsuccessful bidders/respondents. Bid/Proposal bond shall be returned to successful bidder/respondent upon execution of a contract.

Procurement of Rolling Stock

The City of Pharr shall require a five (5) percent bid/proposal bond to be submitted within ten (10) working days after official award of Purchase Contract for all Procurement(s) of Rolling Stock over \$50,000.01. All bid/proposal bonds provided to the City of Pharr shall be in the form of a Cashier's Check or a Surety Bond issued by a Surety Company licensed to operate in the State of Texas. No other

forms of bid/proposal bonds shall be accepted. Bid/Proposal bond requirements shall not apply to Cooperative Contract purchases. Upon complete performance of contract, bid/proposal bond shall be returned to vendor(s).

Procurement of Equipment or High Technology Procurement(s)

The City of Pharr shall require a five (5) percent (%) bid/proposal bond on all High Technology procurement contracts that equal to or exceed \$50,000.01. All bid/proposal bonds provided to the City of Pharr shall be in the form of a Cashier's Check or a Surety Bond issued by a Surety Company licensed to operate in the State of Texas; bond must be submitted with the bid/proposal. No other forms of bid/proposal bonds shall be accepted. Bid/proposal bond requirements shall not apply to Cooperative Contract purchases. Upon complete performance of contract, bid/proposal bond shall be returned to vendor(s).

Procurement of Professional Services, Service Contracts, Supply Contracts, and some Construction related Services

The City of Pharr shall **not** require five (5) percent (%) bid bonds for Procurement of Professional Services, Service Contracts, Supply Contracts, and some Construction related Services such as: Janitorial Services, Uniform Cleaning Services, Weedy Lot Mowing, Various Types of Concrete Work, Striping Contracts, Flat Tire Repair, Supply Contracts for the Purchase of Tires, Janitorial Products, Traffic Control Products, Safety Boots, etc., as these items and/or services are typically ordered, purchased, and paid for on an "as needed" basis.

Special Circumstances:

The City of Pharr reserves the right to require bid/proposal bond(s) in amounts greater than five (5) percent (%) and/or to designate a specific dollar amount as a bid/proposal bond for projects not specifically outlined above (i.e., Fire Apparatus, Concessionaire Contracts, Revenue Generating Contracts, Sales Contracts, etc.)

Bid/Proposal bonds are issued by a Surety financially guaranteeing that the successful bidder/respondent will enter into an agreement with the City to perform the project or provide the service(s) as defined by the specifications/solicitation document(s). The City requires that the bid/proposal bond be accompanied with an appropriately completed "Power of Attorney" executing the bid/proposal bond for the bidder/respondent. As an alternative, the City may accept a cashier's check, with the City named as payee, to be held in escrow until the successful bidder signs and enters into the City's contract (in the case of a construction contract). In the case of Purchase, Sales, or other types of contracts the bid/proposal bond may be held until complete delivery and/or performance of the project is completed.

BID BOND AMOUNT: Typically, the bid/proposal bond (or cashier's check) is five percent (5%) of the total amount bid/proposed.

PUBLIC WORK CONTRACT: Is defined in Government Code 2253 it is generally understood to mean means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work i.e.: construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. Contracting for demolition of real property would also fall under this definition.

BONDING

By State Statute, any person, persons, firm, or corporation (prime contractor) entering into a contract with the City for the construction, alteration or repair of any public building or prosecution of completion of any public work, shall be required before commencing such work, to provide the following bonds, issued by a corporate Surety duly authorized and licensed to do business in the State of Texas in excess of \$100,000.00 must provide a Performance bond, and a Payment bond if the contract amount is in excess of \$50,000.01.

W. PERFORMANCE BOND

Performance bonds financially guarantee that once the successful bidder enters into a contract with the City to perform work, the contractor will complete the project. All performance bonds provided to the City of Pharr shall be in the form of a Surety Bond issued by a Surety Company licensed to operate in the State of Texas; bond must be submitted during contract execution stage. No other form performance bond(s) shall be acceptable. Original Performance Bond shall remain on file in the Purchasing Department (bond is not returned to vendor(s)/contractor).

PERFORMANCE BOND AMOUNT: Performance bonds must be written for one hundred percent (100%) of the total awarded contract price.

X. PAYMENT BOND

A payment bond will pay any outstanding bills for labor, materials, and supplies used in the City's project from the contractor's subcontractors and suppliers should the prime contractor default on their payment. All payment bonds provided to the City of Pharr shall be in the form of a Surety Bond issued by a Surety Company licensed to operate in the State of Texas; bond must be submitted during contract execution stage. No other form payment bond(s) shall be acceptable. Original Payment Bond shall remain on file in the Purchasing Department (bond is not returned to vendor(s)/contractor).

PAYMENT BOND AMOUNT: Payment bonds must be written for one hundred percent (100%) of the total awarded contract price.

Y. MAINTENANCE BOND

Maintenance bonds financially guarantee that the Contractor will maintain and keep in good repair the work contracted to be done and performed from the date of acceptance of the work by the City for a predetermined period of time (typically 1-yr). For public works projects, the bond would also include any necessary back filling that may arise because of sunken conditions in ditches.

The maintenance bond is designed to provide financial protection to the City for all defective conditions arising by reason of defective material, work, or labor performed by the Contractor. In the event the Contractor does not fulfill its maintenance obligation, the bonding company will pay to maintain the project as defined in the contract specifications.

Z. CHANGE ORDERS

INFORMAL (UP TO \$2,000.00)

The department head has the authority to accept change orders on purchase, service, supply, or construction projects not to exceed overall single transaction limit of \$2,000.00 or less.

INFORMAL (BETWEEN \$2,000.01 - \$25,000.00)

The Purchasing Director has the authority to accept change orders on purchase, service, supply, or construction projects not to exceed overall single transaction limit greater than \$2,000.01 and less than \$25,000.00 (excludes change orders for projects that were previously authorized by City Commission).

INFORMAL (BETWEEN \$25,000.01 - \$50,000.00)

The Deputy City Manager has the authority to accept change orders on purchase, service, supply, or construction projects not to exceed overall single transaction limit greater than \$25,000.01 and less than \$50,000.00 (excludes change orders for projects that were previously authorized by City Commission).

FORMAL (GREATER THAN \$50,000.01)

After awarding contracts, in excess of \$50,000.01 (by the governing body) all change order requests to increase or decrease such contracts, regardless of dollar amount must be presented to the City Commission for approval (includes changes in number of days to complete the project).

After awarding a public works (construction) contract, the governing body may make changes to plans, specifications, time, and/or quantities if necessary, but the total contract amount may not be increased unless the increase will be paid from current funds or is provided for by issuing debt. If a change order involves a decrease or an increase of \$50,000.01 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. No increase of more than twenty-five (25) percent (%) of the original contract amount may be made, and the contractor must agree, in writing, to any decrease in the contract amount that is more than twenty-five (25) percent (%).

CHAPTER VIII. PROCUREMENT OF PROFESSIONAL SERVICES

All Professional and Consulting Services must be procured in accordance with Chapter 252 of the Texas Local Government Code, Chapters 2254 and 2269 of the Texas Government Code, as well as other applicable law, as amended.

A. POLICY

It shall be the policy of the City of Pharr to develop and follow a qualifications-based selection procedure, that complies with Federal, State, and Local laws, rules and regulations, when procuring Professional and Consulting services. These qualifications-based selection procedures shall require that a contract for professional and consulting services be awarded pursuant to a fair and open process based on qualifications and demonstrated competence. The fees for such services shall be established following selection of a firm through a negotiation process to determine a fair and reasonable price. Final contract negotiations exceeding \$50,000.01 shall require City Commission approval.

B. OBJECTIVE

It shall be the objective of the City of Pharr to select professional and consulting services based on competence and qualifications to perform the services needed, and to negotiate fair and equitable fees by utilizing solicitation and selection procedures that are professionally acceptable and that ensure open and free competition, so as to avoid any suggestion of unfair or unethical conduct.

C. PROCEDURES PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR LAND SURVEYOR

Pursuant to Government Code Chapter 2254, Subchapter A. Professional Services, Consultants shall be engaged on the basis of their qualifications and demonstrated competence to perform the services, with fees to be determined through negotiations following selection (professional fees under the contract may not exceed any maximum provided by law).

Formal solicitation for statements of qualifications shall be requested from a number of sources. Public announcements (Requests for statements of Qualifications - RFQ) shall be advertised, two (2) publications a week apart, in a newspaper of general circulation. The Public announcement shall be posted on the City of Pharr's website/portal. The public announcement shall include such information as the deadline date and time for submitting response, information regarding where a complete solicitation document can be obtained, a brief description of the services being requested, proposed project, and its location. Notice regarding Requests for statements of Qualification(s) shall be e-mailed to those consultants that are registered on the City of Pharr's list of potential sources.

D. EVALUATION CRITERIA (RFQ)

The Request for statements of Qualifications document shall incorporate the evaluation criteria and weight factors to be utilized by the Evaluation Committee in the review and recommendation.

The following are some example criteria:

- 1) Demonstrated competence on previous projects done for the City of Pharr;
- 2) Recent experience on other municipal projects comparable to the one being solicited;
- 3) Key personnel's professional background, caliber and availability for the proposed project.

E. SELECTION PROCEDURES

The City Manager or his designated representative shall assign the task of evaluating all the respondent's submittals to an evaluation committee comprised of no less than three (3) City employees. The employees making up the committee shall be those employees designated by the City Manager i.e., Deputy City Manager, City Engineer, Public Works Director, Public Utilities Director, Development Services Director and/or any additional member selected by the City Manager that can relate to and understand the entire scope of the project being proposed.

The evaluation committee shall assess weight factors to each of the approved factors. The evaluation committee shall work independent from each other in the first phase of the evaluation process. The evaluation committee shall then proceed to coordinate their weight factors aggregately.

Based on the committee's review, it is expected that several firms may be short-listed for further consideration and may be required to submit supplemental information. The three (3) respondents with the greatest number of points (weight factors) will make up the short list. This short list shall be submitted to the City Commission or the City Manager, as applicable, along with a written recommendation stating that the short list represents those consultants that best meet the qualifications and demonstrated competence. Additionally, after review of the findings of the committee selected by the City Manager, selected firms may be required to make a formal presentation before the Mayor and City Commission. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFQ. However, the City of Pharr reserves the right to conduct interviews with and request presentations from any respondents.

The City Commission or City Manager, as applicable, may accept any of the proposed consultants or reject all and give authorization to the City Engineer to proceed with contract negotiations with the selected consultant.

Upon award by the City Commission or City Manager, as applicable, the City will enter into contract negotiations with the selected firm(s) for the purpose of reaching an agreement. If negotiation efforts are successful, a contract will be executed with this firm for the required services. If negotiations are unsuccessful, the City will terminate negotiation efforts formally and will open negotiations with next firm. This process will continue until negotiation efforts are successful. The City Commission decision will be final.

F. SCOPE OF SERVICES

The City Engineer shall proceed in providing the selected consultant with a "Scope of Services". This shall be a very important step towards reaching a complete and mutual understanding of the scope of services to be provided for the project. The scope of services shall be sufficiently detailed so that the selected consultant can make and submit a reasonable cost estimate to the City of Pharr.

The scope of services that will be provided to the selected consultant by the evaluation's committee may include but not be restricted to the following:

- 1) Design schedule
- 2) Special services required
- 3) Complexity of design
- 4) Safety and operational considerations
- 5) Environmental considerations
- 6) Survey and geotechnical testing requirements
- 7) Inspection services during construction
- 8) Quality control during construction
- 9) Preparation of forms, letters, and documents
- 10) Property map preparation

G. PROPOSED FEE SUBMITTAL

The selected consultant shall be required to submit to the City of Pharr the proposed fee and supporting cost breakdown. The selected consultant shall prepare and submit a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant shall indicate the costs for subcontractors, travel, living expenses, reproductions, and other out-of-pocket expenses expected to be incurred. The fee for the contract to be executed shall be on a lesser than an established fixed fee or a fee based on the negotiated percentage of actual construction cost.

Negotiations shall be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The City may subject the consultant's data to be compared to a technical/engineering analysis put together, as a preliminary cost estimate, by the City Engineer or a certified consultant. If a consultant's services were procured to put together the scope of services and do the cost comparisons against the selected consultant's proposed

fee, then, the such consultant shall not have submitted a statement of qualifications themselves for this same project.

If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, by the City Engineer, he shall report such information to the City Commission or City Manager, as applicable, whom shall order the negotiations be terminated and the consultant shall be notified. Negotiations shall then be initiated with the consultant that was ranked second. This procedure shall be continued with the consultants in order of rank until a mutually satisfactory contract has been negotiated and finally approved by the City Commission or City Manager, as applicable. Once negotiations have been terminated with a firm and begun with another, the (negotiations) cannot be reopened with the previous consultant's firm.

The City of Pharr shall keep a record of the negotiations and same shall be made a part of the permanent contract file. This record shall contain sufficient detail to reflect any changes in the scope of the work controlling the establishment of the cost and other terms of the contract. An explanation shall be provided for any significant differences between the City of Pharr's original estimate and the cost finally agreed upon.

H. AGREEMENT

The approved selected firm will be asked to provide and negotiate scope and fee proposal. Once scope and fee proposal has been negotiated, the firm(s) must agree to enter into a professional services agreement. Selected consultant shall be required to maintain a current certificate of insurance on file for the duration of the project.

I. NOTIFICATION OF SELECTION

Upon completion of successful negotiations and an execution of a professional services contract, all consultants interviewed by the City of Pharr shall be informed, in writing, of the consultant selected for the project.

J. PROCEDURES FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION OF ENGINEERING DESIGN RELATED TO CONSULTANT SERVICES FOR FEDERALLY FOUNDED HIGHWAY PROGRAMS

The policies and procedures described in this manual have been adopted by the City of Pharr ("City") to comply with 23 CFR Part 172.5(c) which states that the contracting agency shall prepare and maintain written policies and procedures for the procurement, management, and administration of engineering and design related consultant services for federally funded highway programs.

The requirements are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost.

The Texas Department of Transportation (“TxDOT”) shall approve the written policies and procedures, including all revisions to such policies and procedures, of the City to assess compliance with Federal and State laws.

The City Manager or his/her designee shall administer and implement the provisions of this manual and other appropriate sections of 23 CFR 172 and the Brooks Act.

In accordance with 23 CFR Part 172.5(c), the following are the City’s policies and procedures:

- 1) THE SOLICITATION**—To evaluate the demonstrated competence and qualifications of consultants, the City shall solicit interest and invite consultants to submit their proposals to provide such professional services as specified in a Request for Proposals (“RFP”) issued by the City.
 - a) Procurement procedures shall involve a single step process with issuance of a Request for Proposal (RFP) to all interested consultants. The RFP shall be specific to the project, task, or service for the evaluation of a consultant’s specific technical approach and qualifications.
 - b) The RFP shall contain the following information:
 - i) A concise scope of work that identifies a set of deliverables that must be performed by the consultant during the contract time. To the extent practicable, the scope of work must detail the purpose and description of the project, services to be performed, deliverables to be provided, schedule for performance, and applicable standards, specifications, and policies;
 - ii) The qualifications-based evaluation factors and their relative weight of importance that will be used in the evaluation, ranking, and selection of consultants. The factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
 - c) Each RFP shall contain the following information:
 - i) The contract type and method of payment;
 - ii) Any special provisions, assurances, and certifications associated with the solicited services, including the Conflict of Interest Questionnaire (Form 1295), a copy of which shall be included in the procurement packet;

- iii) The contact and location from which prospective engineering and design related consultants may request the RFP;
- iv) The date, time and place for receiving and opening responses to the solicitation and the name and position of the employee to whom the solicitations are sent.
- d) TxDOT must approve the RFP and any subsequent modifications prior to publishing notice.
- e) In lieu of publishing a notice of RFP, the City may publish the content of the RFP itself.
- f) The City shall publish on its website the solicitation at least fourteen (14) calendar days prior to the deadline for receiving responses.
- g) The City shall also solicit by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. In the past, the City has advertised in the Monitor Newspaper, The Advance Newspaper, and the Electronic State Business Daily.
- h) The City shall not require or accept concealed cost proposals. Any cost proposals received will be promptly returned.
- i) The deadline for submission of RFPs may be extended if the City Manager determines that the extension is in the best interest of the City.
- j) The City shall retain documentation of solicitation in accordance with 2 CFR 200.333—Retention Requirements for Records. The provision includes the following:
 - i) All project records must be retained for a period of three (3) years from the date of submission of the final payment.
 - ii) All project records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - iii) The City shall make all records accessible to TxDOT for the purpose of audits and reviews.

2) EVALUATION, RANKING, AND SELECTION OF CONSULTANTS—The City shall evaluate, rank, and select a consultant based on their demonstrated competence, qualifications to perform the services, and ability to perform the services in a timely manner and at a fair and reasonable price.

- a) The City shall select qualified providers of professional services by first submitting all responses to a selection committee (“Committee”) assigned by the City Manager for scoring of the responses based on the criteria published in the RFP. The Committee shall be composed of three (3) members and shall include at least one (1) licensed engineer. Members and alternates may include the City Engineer, Public Works

Director, Development Services Director, or other employees experienced with engineering and design related consultant services and knowledgeable with the project's scope.

- b) The Committee shall review, score, and rank responses to an RFP based on the criteria set forth in the RFP. No less than the top three (3) firms may be short listed to make a formal presentation before the Committee if the Committee determines it is needed based on size and complexity of the project. At least three (3) responses are required to satisfy the adequate number of qualified sources reviewed.
- c) In the instances where only two (2) qualified firms respond to the solicitation, the City may re-issue the solicitation or proceed with evaluation and selection if the solicitation did not contain criteria that arbitrarily limited competition.
- d) If only one (1) consultant responds to the solicitation, the City may re-issue the solicitation or follow a noncompetitive procurement procedure in which the City submits a justification letter to TxDOT for review and approval prior to negotiations with sole respondent.
- e) After scoring, the Committee shall submit final scores and ranks to the City Commission for approval to begin negotiations with the highest-ranking firm.

3) CONTRACT NEGOTIATIONS AND EXECUTION

- a) The City shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiations. This independent estimate shall be reviewed and approved by TxDOT prior to negotiations.
- b) The City shall determine cost allowances separately for contract costs such as indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs.
- c) The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary for the same or similar services. Fees may not exceed any maximum provided by law.
- d) The City shall attempt to negotiate a contract with the most highly qualified firm. If the City is unable to negotiate a satisfactory contract with the firm, the City shall formally terminate negotiations and then undertake negotiations with the next most qualified firm. The City shall continue the process until a contract is entered or until it determines that the services are no longer needed or cannot be procured in an economically feasible manner.

- e) The City shall retain documentation of negotiation activities in accordance with 2 CFR 200.333—Retention Requirements for Records.
- f) The City may terminate a procurement of professional services pursuant to this manual at any time upon determination that a continuation of the process is not in the City's best interest.
- g) TxDOT must review and approve the rates, hours and contract prior to execution of the contract.

4) CONFLICT OF INTEREST—The City shall take all reasonable steps to prevent, identify, and mitigate conflicts of interest for its officers, employees, agents, elected officials, consultants, and sub-consultants, and will promptly disclose any potential conflict of interest in writing to TxDOT.

- a) No employee, officer, agent, or elected official of the City shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:
 - i) The employee, officer, agent, or elected official;
 - ii) Any member of his or her family within the third degree of consanguinity or affinity, as determined under Chapter 573 of Government Code;
 - iii) His or her close friend or romantic partner; or
 - iv) An organization that employs or is about to employ any of the above
- b) The City's officers, employees, agents, or elected officials shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub agreements.
- c) Affected City officers, employees, agents, and elected officials must disclose by submitting a Certificate of Interest Questionnaire (Form CIQ) to the City Manager within three (3) working days of discovery. The City shall promptly disclose the conflicts to TxDOT in writing.
- d) The City requires that its consultant and subconsultants be able to work solely in the City's interest, without conflicting financial or personal incentives. Therefore, the consultant(s) that enters into a contract with the City must submit a Certificate of Interested Parties (Form 1295) to the City at the time the firm submits the signed contract to the City as required by State law.
- e) The City reserves the right to disqualify any consultant or subconsultant, or to place contractual limits on work or on personnel, if there is a conflict of interest that might affect or might be seen to affect the consultants or subconsultants duty to act solely in the interest of the City.

- f) The City Manager shall ensure that any employee, officer, agent, or elected official with a conflict of interest is removed from participating in the procurement, management or administration of the contract.
- g) For the same project, the firm contracted to design cannot be contracted as the construction engineering and inspection firm.

Debarment

The City shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

- a) System for Award Management (SAM) – U.S. government official website; and
- b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

5) CONTRACT ADMINISTRATION AND MONITORING

The City Manager shall assign a full-time employee, the Responsible Person in Charge ("RPIC"), who participated in the selection committee, and who is qualified to enforce the contract and ensure that the work delivered under contract is complete, accurate, and consistent with the terms, conditions, and specifications of the contract, to be in responsible charge. The RPIC's responsibilities shall include:

- a) Administering inherently governmental activities including, but not limited to, contract negotiation, contract payment, and evaluation of compliance, performance, and quality of services provided by consultant;
- b) Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- c) Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- d) Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and scheduled milestones;
- e) Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- f) Evaluating and participating in decisions for contract modifications; and

- g) Documenting contract monitoring activities and maintaining supporting contract records, as specified in 2 CFR 200.333—Retention Requirements for Records.

Disputes and failures will be subject to the provisions of the contract and will be handled as follows:

Errors and Omissions

- a) At any phase of the project, the RPIC shall notify the consultant of the error or omission in writing within five (5) business days of discovery.
- b) The consultant will be allowed fifteen (15) business days to respond to the RPIC and correct failure.
- c) Alternatively, the consultant may raise the issue with the City Manager and/or City Commission.
- d) The consultant will be responsible for costs incurred as a result of the error or omission in accordance with the professional service agreement and the following schedule:
 - a) Schematic Phase: Consultant shall cover one hundred percent (100%) of cost
 - b) PS&E Phase: Consultant shall cover one hundred percent (100%) of cost
 - c) Construction Phase: Consultant shall observe Section 11.6 of the Professional Service Agreement which says that if the cumulative cost of a change order resulting from an error or omission exceeds two percent (2%) of the original construction contract amount, the consultant shall be obligated to reimburse the City for one hundred percent (100%) of such excess cost. The consultant shall not be required to reimburse the City if the cumulative cost of design error or omission does not exceed two percent (2%) of the original construction contract amount.
- e) If the consultant does not respond and correct the failure in a satisfactory manner, the City may institute legal proceedings to collect damages.

Violations or Breach of Contract

- a) At any phase of the project, the RPIC shall notify the consultant of the violation or breach of contract in writing within five (5) business days of discovery.
- b) The consultant will be allowed fifteen (15) business days to respond and correct failure.

- c) If the consultant does not respond and correct the failure in a satisfactory manner, the City may take over the project and prosecute the work to completion.

Resolving Disputes

- a) All disputes in the procurement, management, and administration of engineering and design related consultant services must be submitted to the RPIC in writing within five (5) business days from onset of the dispute. Each written dispute must include the following information:
 - i) Name and address of the protester, and the vendor it represents, if different;
 - ii) The identification/reference number specified in the RFQ to identify the procurement in question;
 - iii) A statement of the grounds for protest; and
 - iv) All documentation supporting the protest.
 - b) A decision and response to the protest will be prepared by the RPIC within a reasonable time after receipt of a properly prepared written protest.
 - c) Appeals to the RPIC's decision and response must be made to the City Commission in writing within fifteen (15) business days after RPIC's decision and response are issued.
 - d) Written appeals must include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed.
 - e) Subject to all applicable laws governing the City, the decision of the City Commission regarding the appeal shall be final.
- 6) CONTRACT COMPLETION—** At contract completion, the City will verify that all work has been completed correctly and satisfactorily, update contract records to reflect results, and archive information, including performance evaluations, for future use and in accordance with 2 CFR 200.333—Retention Requirements for Records. All information must be accounted for by RPIC with checklist, and made available to TxDOT for their review, concurrence, and use.

Performance Evaluation

- a) The RPIC shall complete an evaluation summarizing the consultant's performance on a contract within fifteen (15) business days after consultant's final pay application is approved by RPIC. The RPIC may complete interim performance evaluations based

on the scope, complexity, and size of the contract. Additional evaluations may be completed to recognize outstanding performance, poor performance, or at the consultant's request based on possible improved performance.

- b) The City shall provide the consultant a copy of the performance evaluation and an opportunity to provide written comments to be attached to the evaluation.
- c) Completed performance evaluations shall be archived for consideration as an element of past performance in the future evaluation of the consultant to provide similar services.
- d) Performance Evaluations will be submitted to TxDOT for their review and record.

CHAPTER IX. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The City requires proof of insurance for certain projects relating to construction and/or services.

Although not all coverages are required for every project (and limits will vary by exposure), understanding the coverages required by these policies is important to assure that all potential liabilities and exposures from the project are properly protected. Should any questions arise about the amounts of types of insurance requirements the initiating department should contact the Risk Manager's office for guidance.

Depicted below are the Standard Insurance Requirements for Construction/Services/Professional Services for projects less than \$50,000.00:

The Certificate of Insurance should be made to the City of Pharr, P.O. Box 1729, Pharr, TX 78577 (118 S. Cage Blvd, Purchasing Department 2nd Floor) and should reference the operation.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Pharr and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to request higher types and limits for projects in excess of \$50,000.01.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- C. **Builder's Risk/Fire & Extended Coverage**

The Contractor shall insure the building or other work included in any City contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

- D. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Pharr in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. **Professional Services - Insurance Provisions:** Errors & Omissions (Professional Liability): \$1,000,000 Each Claim Limit \$2,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four (4) years following completion of the services provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- F. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.

Other Provisions: All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub- contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

CHAPTER X. EMERGENCY PURCHASES

The City may make emergency or exempted purchases without competitive bidding under specific circumstances. Purchases that are required immediately for purposes that could not reasonably have been foreseen are generally exempt from bids. They may be subject to other requirements, however, such as certification that an emergency exists. When it is necessary to preserve or protect the public health, competitive bidding requirements are waived regardless of how the conditions were brought about. If there is time to give proper notice and for an advertisement to be made, then it is not an emergency situation.

EMERGENCY PURCHASES

An emergency purchase occurs when the City must make the procurement quickly to prevent a hazard to life, health, safety, welfare. Emergencies may occur as the result of unforeseeable circumstances and may require an immediate response to avert an actual or potential public threat or to avoid undue additional cost to the City, property or life, safety or welfare to person(s). Proper procurement planning for this anticipated business need is expected. Pending expiration of funds does not constitute an emergency, nor does poor planning.

The City Manager may delegate the authority to make emergency procurements, notwithstanding this delegation, emergency procurements are subject to rules and procedures. Upon request, the Purchasing Department will assist in advising department personnel on the proper procedures for emergency purchases, the Purchasing Department will not certify the existence of an emergency.

This section establishes procedures for the use of emergency purchases to procure goods or services, other than those constituting a public work, needed by the City to respond to an emergency.

An emergency purchase is defined as:

- 1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipalities residents or to preserve the property of the municipality; or
- 2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents; or
- 3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property; and
- 4) which, due to circumstances beyond the City's control, must be procured immediately and without following established procurement procedures.

If an emergency exists, a written determination of the basis for the emergency and for the selection of a particular vendor shall be included in the procurement file. The notification must be provided as soon as reasonably practical given the nature of the emergency.

Notwithstanding the immediate nature of an emergency, all procurements conducted as emergencies should be made as competitive as possible under the circumstances. The agency should make a reasonable attempt to obtain at least three (3) informal bids. Expedited reviews are available upon request, emergency purchases of goods or services should not exceed the scope or duration of the emergency.

Procedures Responsibility

There are separate procedures to be followed for emergencies occurring during regular working hours and those occurring at all other times.

A. During regular working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), all emergency purchases are to be handled through the Purchasing Department. It will be left to the discretion of the Purchasing Department to either handle the purchase directly or to delegate authority to the requesting department. If the purchase is more than \$50,000.01, the Department Head (or designee) requesting the purchase is responsible for obtaining the approval of the City Manager (or designee) and the Purchasing Director prior to making the purchase. A copy of the approvals shall be forwarded to the Purchasing Department.

- 1) The Department Head will notify the Purchasing Department by telephone and e-mail immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately;
- 2) Simultaneously, a "Request for Purchase" form is to be prepared and hand-carried through the approval process;
- 3) The requesting Department Head (or designee) should contact as many vendors as necessary to arrange for the emergency purchase. If there is not enough time to get authorization, the purchase can be completed by telephone, and the purchase order can be completed after-the- fact and delivered to the vendor; and
- 4) If the buyer requests expedited delivery. The person making the requisition may be required to pick-up the emergency purchase from the vendor, if timely delivery is not available.

B. After regular working hours and on weekends and/or holidays, the following procedures shall apply:

- 1.) Emergency purchase may be authorized by the Department Head (or designee) requiring the purchase and confirmed by transmitting a purchase requisition noted as an "EMERGENCY" to the Purchasing Department. The requisition should be submitted no later than noon of the next normal workday, along with a brief, but complete, explanation of the emergency and justification for the procurement action taken.

The purchase requisition and explanatory information shall be approved by the initiating Department Head (or designee).

2) Within one (1) working day after the emergency procurement, the department shall notify the City Manager in writing of the procurement actions taken. A copy of the notification shall be forwarded to the Purchasing Department.

C. When purchasing support is unavailable, process "Emergency Purchase" as follows:

- 1) The department head shall take whatever steps are necessary to procure needed supplies, services, or equipment to relieve the emergency. If possible, only those goods or services needed during the evening, weekend, or holiday are procured; and
- 2) On the first working day following the emergency, the department head prepares a "Request for Purchase" form and hand carries it to the Purchasing Department.
- 3) The person making the purchase must attach the invoices, bills of materials, receipts and other pertinent documents related to the purchase.
- 4) The official in charge of the requesting department must certify in writing on the next working day, or as soon as possible, why the emergency purchase was necessary.

All emergency purchases costing more than \$50,000.01 must be ratified by the City Commission on the first possible (regularly) scheduled meeting date. The end user department shall prepare the Request for City Commission action item memorandum to ratify the contract and authorize payment. All ratifications require the approval of the City Manager (or designee) and the Purchasing Director.

The Department Head (or designee) shall be responsible for determining the validity of an emergency purchase request and shall be held fully accountable for any actions requested or subsequently taken to procure emergency goods or services.

CHAPTER XI. SOLE SOURCE PURCHASES

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. Sole source purchases are subject to possible review by the City Attorney.

For a sole source purchase, at least one (1) of the following must exist:

- Available from only one source because of patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books
- Gas, water, and other utility services, (in most instances)
- Captive replacement parts or components for equipment
- Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented via memo by the department head.

The requesting department should do everything possible to strengthen the City's bargaining position. Costs related to procurement should always be considered before an order is issued. Post-purchase costs could include multi-year maintenance contracts, replacement parts or trade-in value.

Procedure for Sole Source Purchases

Sole source purchases are handled the same as other purchases, with these exceptions:

- 1) The Purchasing Director must approve all sole source purchases. The approval should be done before a Requisition is submitted, before a PO is issued and before a commitment is made to a vendor.
- 2) The Request for Purchase form (Requisition) is then completed in accordance with the standard purchasing procedures.
- 3) A sole source affidavit letter shall be required from the manufacturer, to be attached to the requisition.
- 4) If the item is a sole source purchase, the requesting department head must prepare a statement and attach it to the Requisition that says a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This statement must be attached to the Requisition.

CHAPTER XII. COOPERATIVE PURCHASING

PURCHASING THROUGH STATE CONTRACT OR STATE-RECOGNIZED COOPERATIVE CONTRACTS

Through cooperative purchasing, the City can save time and money in our purchasing procedures. The Local Government Code (§§271.081 - 271.083) provides for purchasing by the City through State-recognized cooperative contracts. This frequently saves time and effort in local purchasing. In addition, all statutory bidding requirements are satisfied when purchases are made through State contracts or State-recognized cooperative contracts, and the vendors are frequently the same ones with whom the City may have dealt with in the past.

There may be some drawbacks. Some prices on State or State-recognized cooperative contracts may not be as low as a locally solicited project. Requesting departments should also consider levels of service and other service related options not included on the contract or in the quoted price.

State Contract or State-recognized cooperatives contract(s) can be used in place of soliciting informal and/or formal quotes as established agencies have already awarded vendor contracts on a competitively solicited basis. These types of quotes should indicate the Co-Operative Agency by name, co-operative contract number, purchase item description, unit price, total price and other pertinent details. Department should verify as much of the quote as possible by visiting the pertinent online website. The Contract Number, contract expiration dates, and contract details are usually available on the Cooperative Agencies website.

Purchases can be made through any of these Purchasing Cooperative Contracts (this list is not all inclusive, there are many co-operative agencies):

- TASB - BuyBoard Cooperative Purchasing
- DIR - Department of Information Resources - Information Technology and Services hardware and software contracts competitively awarded by DIR.
- H-GAC - Houston-Galveston Area Council
- NIPA – National Intergovernmental Purchasing Alliance formerly TCPN (The Cooperative Purchasing Network)
- SOURCEWELL – Formerly NJPA – National Joint Powers Alliance
- STATE -Managed Term Contracts - Index of competitively awarded managed term contracts established for unique items for specific entities or distinct ordering processes. Customers will issue an internal purchase order.
- TARRANT – Tarrant County

- TCI – Texas Correctional Industries - Per the Texas Prison Made Goods Act, TCI manufactures goods and provides services to State and local government agencies, public educational systems and other tax-supported entities.
- TIBH – Texas Industries for the Blind and Handicapped (TIBH) offers products, services and temporary personnel services to State and local government entities through Statewide Community Rehabilitation Programs that employ Texans with disabilities.
- TIPS - The Interlocal Purchasing System
- TXMAS - Texas Multiple Award Schedule - Texas contracts established as an alternative procurement method. These contracts are based upon active General Services Administration's (GSA) Federal Supply Service or another State or local government entity, as authorized by Texas Government Code, Chapter 2155.
- TXSmartBuy Term Contracts - Index of competitively awarded term contracts with related terms and conditions, items, pricing and Contractors - purchased through the TxSmartBuy Online Ordering System.

The City of Pharr, as a local government, may purchase goods or services available under Federal supply schedules of the United States General Services Administration to the extent permitted by Federal law.

CHAPTER XIII. PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL AND STATE GRANTS

A. GENERAL INFORMATION

This chapter applies to all City procurements made in whole or in part with money received from Federal and/or State grant programs. This includes grant funds that the City may receive directly, as well as, indirectly. An example of receiving indirect Federal grant money is when Federal transportation funding is disbursed to the City via the Texas Department of Transportation.

Some Federal Funding sources are:

CDBG – Community Development Block Grant
DOJ – Department of Justice
EDA – Economic Development Agency
EPA – Environmental Protection Agency
FEMA – Federal Emergency Management Agency
FHWA – Federal Highway Administration
FTA – Federal Transit Administration

Some State Funding sources are:

TXDOT – Texas Department of Transportation
TXP&WL – Texas Parks & Wildlife
TWDB – Texas Water Development Board

The requirements of this chapter must be met, as well as, all other applicable chapters in this manual.

Each procurement funded with (State and/or Federal) grant funds must comply with the terms of the specific grant involved. The department applying for and using grant money is ultimately responsible for complying with the grant terms and conditions. The awarded department is responsible to coordinate all procurement related activities with the Purchasing Department. The awarded department is responsible to coordinate relative activities with the Grants, Finance, Engineering, and other departments as necessary.

In cases where conflicts between the terms of the grant and this manual may exist, the stricter requirement(s) shall apply.

The City's Grant Department serves as a resource for all departments to use during the grant application process, procurement(s) with grant funds, and ongoing compliance with grant monitoring, and reporting requirements.

Department(s) that have been awarded grant funds are advised to coordinate all procurement activities with the Purchasing Department prior to beginning the solicitation process. The Purchasing Department must be notified of all proposed procurements that involve awarded grant funds.

Federal and State grant programs may have different and/or overlapping requirements.

B. FEDERAL GRANT REQUIREMENTS

The most common requirements that must be met when receiving Federal funds are:

- 1) System for Award Management (SAMs) – Exclusion Record Verification
- 2) Buy American Preference
- 3) Section 3 Preference
- 4) Davis-Bacon and Related Acts
- 5) Non-discrimination Clauses
- 6) Equal Opportunity Requirements (Fair Housing, Civil Rights Act, Americans with Disabilities Act)
- 7) Hiring of Veterans

This list is not all inclusive. It should be noted that not all requirements listed above may apply to a grant; therefore, the recipient department is responsible for doing all necessary research and ensuring compliance. Department(s) are highly encouraged to coordinate all activities with the Purchasing Department and the Grant Department when it comes to expending State and/or Federal Grant monies.

As we noted earlier in this manual the law very fragmented, there are many statutes, Federal regulations, and funding agencies with their own requirements. If your department is awarded a grant you are also encouraged to visit their website for procurement guidelines.

The following are some OMB circulars that should be consulted as a starting point in determining what requirements may apply to a Federal grant:

- 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

2 CFR 200 is sometimes referred to as “The Super Circular” it is a final guidance that supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have

been placed in OMB guidance's); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.

C. SYSTEM FOR AWARD MANAGEMENT (SAM) CHECK

The System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or federally-approved subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

The Purchasing Department in conjunction with the recipient department must do a check on all prospective participants and may not contract with any entity or individual that has been found guilty of unfair business practices and subsequently debarred or suspended. Website is currently accessible at <https://www.sam.gov/SAM/>. This check must be done prior to the purchase of any Federal funding acquisition regardless of the purchasing method: contract, purchase order, procurement card, etc. Attach a copy of the screen indicating the vendor is not debarred at the time of the procurement and include that copy with the procurement records for audit and monitoring purposes. If the vendor is debarred, we cannot do business with that vendor.

D. CONFLICT OF INTEREST FOR FEDERAL GRANTS

Pursuant to 24 CFR Part § 85.36, no employee, officer for Federal Grants or agent of the grantee (City) or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

CHAPTER XIV. EXEMPT PURCHASES

State law provides a number of exemptions to the competitive bidding process. Under the State of Texas' Professional Services Procurement Act, a contract for the purchase of a personal, professional or planning service(s) are exempt from competitive bidding requirements.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

The professional fees under the contract must be consistent with the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

Professional services include:

- Accounting;
- Architecture;
- Landscape architecture;
- Land surveying;
- Medicine;
- Optometry;
- Professional engineering;
- Real estate appraisal; or
- Nursing

Professional services may include "members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence," according to the Texas Attorney General's Office.

Some of the areas not mentioned in the Professional Services Procurement Act that State Courts and Texas Attorneys General have ruled as excused under the professional and personal exemption include:

- Contracts for preparing tax rolls, tax reports, tax statements, inventory and proof rolls;
- Contracts involving the coordination of investigation of crimes;
- Contracts for services of a construction manager;
- Contracts for services of a third-party administrator of insurance benefits;
- Employment of an auditor; and
- Contracts for plat books and abstracts

Purchases Exempt from Competitive Bidding - Other Exemptions

The following is a list of other areas that are exempt from competitive bidding requirements.

1. a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
2. a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
4. a procurement for personal, professional, or planning services;
5. a procurement for work that is performed and paid for by the day as the work progresses;
6. a purchase of land or a right-of-way;
7. a procurement of items that are available from only one source, including:
 - a) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
 - b) films, manuscripts, or books;
 - c) gas, water, and other utility services
 - d) captive replacement parts or components for equipment;
 - e) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
 - f) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
8. a purchase of rare books, papers, and other library materials for a public library;
9. paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
10. a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
11. a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
12. personal property sold:
 - a) at an auction by a State licensed auctioneer;
 - b) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - c) by a political subdivision of this State, a State agency of this State, or an entity of the Federal government; or
 - d) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

13. services performed by blind or severely disabled persons;
14. goods purchased by a municipality for subsequent retail sale by the municipality;
15. electricity; or
16. advertising, other than legal notices.

CHAPTER XV. DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL

A. SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment or equivalent service;
3. Donated to an entity with City Commission approval;
4. Recycled

At the City Manager's discretion, the compiled list of items which are to be declared "obsolete" or "surplus" shall be placed on the City Commission agenda for proper approval and authorization by the Mayor and City Commissioners. Upon approval, items shall be marked for disposal through the sealed bid process, public auction, recycled, trade-in, or donated.

1. In the case that disposition is designated as "sealed bid or trade-in" the Purchasing Department shall send out formal sealed bid requests to all interested concerns and post bid package on the internet.
2. In the case that disposition is designated as public auction the Police Department shall coordinate all activities with the Purchasing Department and the auctioneer.
3. In the case that disposition is designated as recycled coordination shall be handled by the Public Works department coordinating with the Purchasing Department.
4. In the case that the disposition is donation the Purchasing Department shall coordinate with City Attorney and affected department.

B. SALVAGE MATERIAL

Disposal of salvage materials, scrap metals, copper, brass, etc., may be sold after attempting to obtain three (3) written offers. If disposition of "Salvage" items is unsuccessful the Purchasing Director shall request authorization from the City Manager to discard salvage/obsolete items.

C. SALE OF PERSONAL PROPERTY

Personal property does not include real estate such as land, including the building or improvements on it, or its natural assets, such as minerals and water. The City may sell real property owned by the City by sealed bid under Local Government Code §272.001 or by public auction under this section.

To sell real property by public auction, the City must publish notice of the auction. According to Local Government Code, §253.008, the notice must be published once a week for at least three (3) consecutive weeks, with the first publication at least (20) days before the date the auction is held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located. The notice must contain a description of the property, including location, and the date, time and location at which the auction is to be held.

CHAPTER XVI. CONTRACT RENEWALS

EXTENSIONS AND RENEWALS

The Requesting Department and the Purchasing Department are responsible to review and monitor their contracts periodically to avoid contract expiration. If the contract has an option to extend or renew, the Requesting Department must assess whether the option will be exercised by the City prior to the expiration of the current contract term. The number, length, and process for exercising renewals and extensions should be specified in the contract. The Requesting Department is responsible to notify the Purchasing Department of the intent to extend the contract, at least sixty (60) days prior to the expiration. Determination to extend the contract shall be made upon discussion and mutual agreement between the Requesting Department, vendor under contract, the Purchasing Department and upper management (as applicable).

The Purchasing Department shall proceed in obtaining the Vendor's written agreement to extend. If the vendor agrees with the renewal, a renewal agreement must be executed by the Vendor and the City Manager (or designee). If the renewal is over \$50,000.01, it will require City Commission approval. The Requesting Department is responsible to prepare the agenda item, in coordination with the Purchasing Department. The Requesting Department shall also be required to submit a properly filled out Request for Availability of Funds form to the Purchasing Department.

Contract terms may vary depending on the contract. Typical terms are for one year, with two 1-year options or two years, with two, 2-year options. It is recommended that contracts not exceed five (5) years, although in some cases the City may execute contracts more than this time period.

CHAPTER XVII. MISCELLANEOUS

A. SPONSORSHIPS

All Sponsorships, regardless of dollar amount, will require City Manager approval. Sponsorships over \$50,000.01 will require City Commission approval. A requisition is required to be submitted to the Purchasing Department for Sponsorships over \$2,000.01.

B. SALES TAX

The City of Pharr is exempt from all Federal Excise Tax and the State of Texas Limited Sales Excise and User Tax. All purchases should be tax exempt.

C. PREFERENCE TO LOCAL VENDORS

The City will always make every effort to purchase from Pharr vendors. This preference is deemed as being in the best interest of the City. Local vendors are afforded a 5% cost difference in comparison to non-Pharr vendors. This preference applies to items under the State of Texas bid mandated purchasing per section 3.B.

D. PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE

Purchase of repair and maintenance services will require a PO to be issued. The requesting department in conjunction with the Service Center Supervisor will solicit an hourly rate from at least three (3) businesses. During the bidding process, the department must inform the vendors that priority will need to be given to emergency vehicle(s) or emergency equipment repair(s). The procurement of maintenance parts shall comply with the Purchasing Policies & Procedures as outlined in this manual.

As vehicles reach the threshold of miles or age of potential replacement, the Service Center Supervisor of the Public Works Department shall be responsible to perform a vehicle/off-road equipment maintenance evaluation to determine if replacement is warranted. If the evaluation proves the vehicle would be economical to retain for an additional year, the vehicle will be targeted for retention or reassignment. In some cases, it may be reassigned to other departments with "low usage" requirements. The Service Center Supervisor/Fleet Management Team will jointly review and approve all specifications for new vehicle/off-road equipment purchases. Depending on the availability of funds, vehicles and equipment which shall be replaced when they are at the end of their economic life, no longer safe to operate, not reliable enough to perform their intended function, or there is a demonstrated cost savings to the City of Pharr.

All new on-road vehicle(s), emergency vehicles, and off-road equipment purchased shall be delivered to the Service Center for inventory processing. Title(s) and Certificates of Origin are to be turned over to the City of Pharr's Risk Manager.

The requesting Department Director/Representative, the Service Center Supervisor, and the Purchasing Director shall be responsible for reviewing all new vehicles and off-road equipment for specification compliance.

E. PROCUREMENTS REGARDING COMMUNICATION AND/OR HIGH-TECH ITEMS

City departments are advised that communication equipment such as: telephones, radios, computer software, computer hardware, and related peripheral items must be cleared through the Information Technology Department prior to finalizing a purchase. It is the Department Heads responsibility to ensure that communication and/or high-tech procurement of products and/or services are coordinated with the Information Technology Department.

F. PROCUREMENTS REGARDING BUILDING MAINTENANCE

City departments are advised that any building and/or facility maintenance and repair must be coordinated through the Parks & Recreation, Building Maintenance department. All quotes for such services shall be coordinated through the Parks & Recreation, Building Maintenance department. It is the Department Heads responsibility to ensure that selected contractor/vendor has been cleared through the Purchasing Department regarding insurance before performing any work. If the department will require demolition service(s) they must seek the approval of the City Engineer before proceeding. If anticipated construction, demolition, or remodeling work is more than \$25,000.00 the requesting Department should seek the approval of the City Engineer before proceeding.

G. EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES

The City will reimburse purchases made by employees on behalf of City business. Items that are not reimbursable include: tobacco products, alcoholic beverages, and other questionable expenses. Questionable expenses will ultimately be decided upon by the City Manager. Depending on the dollar amount, Employee reimbursable expenses may be made through Petty Cash or Check Request.

H. ELECTRONIC PROCUREMENT POLICY

Electronic sealed bids (CSB & CSP), proposals (RFP), requests for statements of qualification (RFQ) shall be received electronically through the City of Pharr's Bidding Portal (website) in accordance with Section 252.0415 (a) of the Local Government Code requiring the identification, security, and confidentiality of electronic bids, proposals, or statements of qualification to remain effectively unopened until the proper date and time. (Bidding Portal has lock-box technology which requires (password) protected access to "un-lock" submittal(s).

I. IDENTICALS BIDS

Pursuant to Local Government Code 271.901, if the City receives two (2) or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body shall enter into a contract with only one of those bidders and must reject all other bids.

If only one of the bidders submitting identical bids is a resident of the City, the City must select that bidder. However, if two or more of the bidders (or none of the bidders) are residents of the City, the City must select one of the bidders by the casting of lots.

For projects under \$50,000.00, the casting of lots is prescribed by the Purchasing Director in the presence of the Requesting Department Director (or designee). For projects over \$50,000.01, the casting of lots is prescribed by the Mayor and must be conducted in the presence of the governing body.

CHAPTER XVIII. PROTEST

A. BID PROTEST PROCEDURES

Protests shall be submitted in writing and filed with Purchasing Department. Protests will be handled as follows:

- Protests regarding the terms, conditions or specifications in the solicitation (pre-bid or pre-proposal protests) must be filed no less than five (5) business days before the opening of the bid or proposal.
- Protests regarding the evaluation of bids, qualifications, or proposals (pre-award protest) must be filed no later than three (3) business days prior to the City Commission meeting at which the award appears on the agenda.
- Protests made after City Commission's decision to award a contract must be received by the City no later than three (3) business days after the date of City Commission award. Protests may be hand-delivered by the Protester or the Protester's representative, or they may be mailed, but regardless of the method of delivery, they must be received by the City no later than the deadline(s) identified above.

B. PROTEST APPEALS

If the protesting vendor does not agree with the staff's recommendation, they may appeal to the City Commission in accordance with the procedures above. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Commission at the first available Commissioner's meeting.

Departments should contact the vendor, or Purchasing Department, if materials and/or services are not received or performed by the due date. Always keep the Purchasing Department apprised of the situation.

Since there is no central receiving point, each department is responsible for inspecting, testing and receiving commodities and services. Any shortages, late deliveries, damaged merchandise or other problems relating to the vendors' performance should be reported to the Purchasing Department as soon as possible. Initially, affected Departments should call the Purchasing Department, and follow-up with a written explanation of the situation utilizing the Vendor Performance Form (available upon request from the Purchasing Department).



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: February 6, 2024

MEETING DATE: February 19, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Ordinance adopting a new Procurement Card Policy Manual. *(2nd Reading)* This item supports **SE - Service Excellence**.

Classification: Consent

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

Issue: As part of our commitment to be transparent and to demonstrate good internal control practices, the City of Pharr is revising and isolating its Procurement Card Manual adopted on November 2016 by ordinance.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval on Procurement Card Policy Manual

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Mayra Gomez
Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 2/6/2024
Approved - 2/12/2024
Approved - 2/12/2024
Approved - 2/12/2024
Approved - 2/13/2024
Final Approval - 2/16/2024

ORDINANCE NO. O-2024-__

AN ORDINANCE ADOPTING THE CITY OF PHARR PURCHASING PROCUREMENT CARD POLICY MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as purchasing agent for the City and shall purchase all merchandise material and supplies needed by the City and will establish a suitable storehouse where such supplies shall be kept and from which the same shall be issued as needed. He shall adopt such rules and regulations as he shall deem necessary governing requisitions and transaction of business between himself and the department heads, officers and employees of the City.

SECTION 2: REPEALING CLAUSE. This Ordinance, as well as the attached purchasing procurement card policy manual, shall be enforced and apply to all personnel and agents of the City of Pharr and vendors. This ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of February, 2024.

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of February, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of March, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



CITY OF PHARR

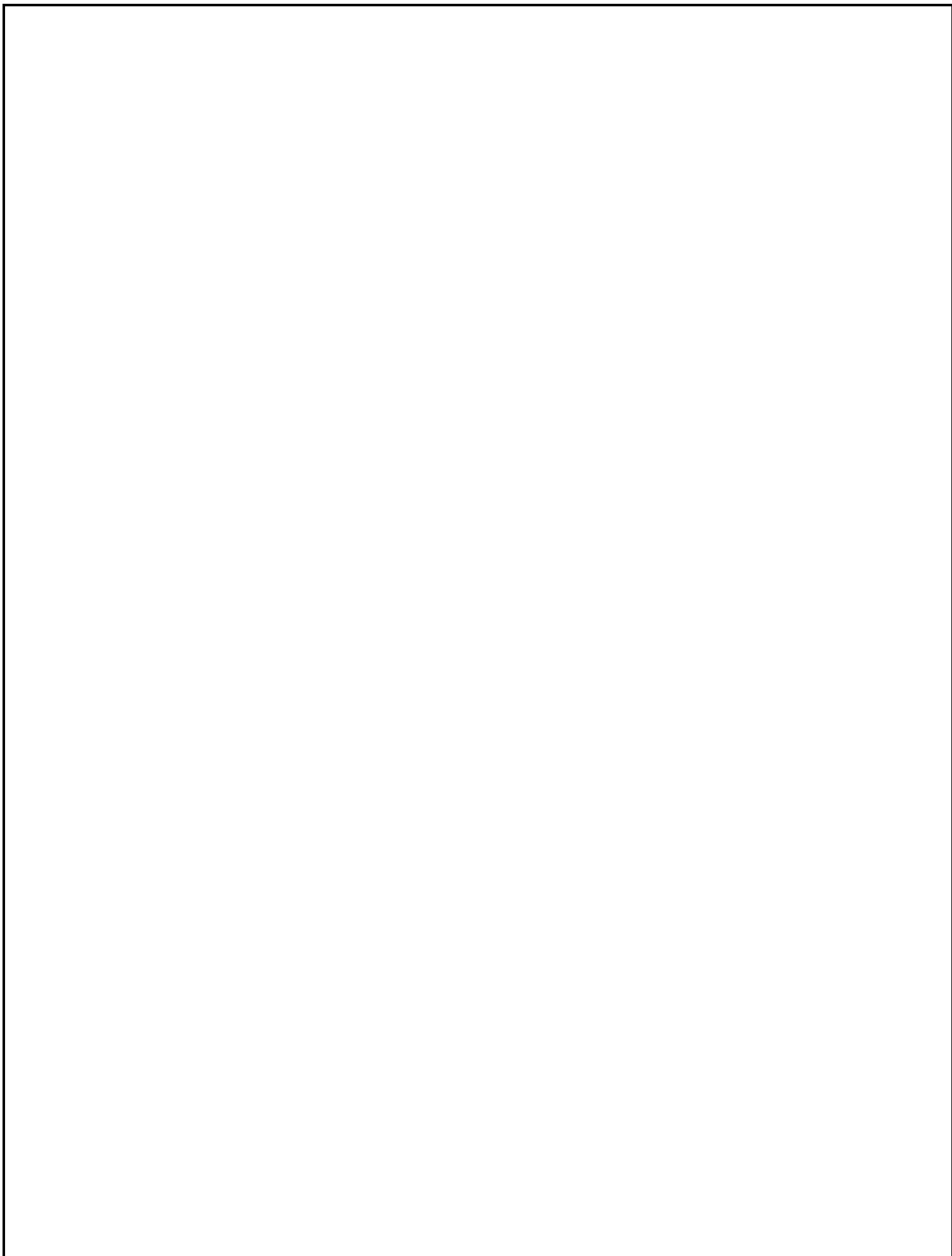
PURCHASING DEPARTMENT

PROCUREMENT CARD POLICY MANUAL

DR. JONATHAN B FLORES, CITY MANAGER

MAYRA GOMEZ, PURCHASING DIRECTOR

Adopted February 2024



PROCUREMENT CARD POLICIES AND PROCEDURES

INTRODUCTION

Welcome to the City of Pharr's Procurement Card Program. This program is designed to reduce the flow of paperwork and at the same time provide better controls on all low-dollar purchases (purchases less than \$2,000.00) made at the department level. The Procurement Card can and may be utilized for larger purchases if approved by the City Manager.

The City of Pharr departments shall provide an opportunity for competitive bidding, on request(s) for informal verbal and/or written bids, proposals, and/or price quotations when the anticipated expense is expected to exceed \$2,000.00. Informal bids, proposals, and/or price quotations may be delivered electronically, by e-mail, fax, phone, by person, and/or courier. Informal price quotes must be listed in the comments area of the transaction detail. In a case of "emergency" the requirement for solicitation for bid(s), proposal(s), and/or request for informal price quotation(s) may be waived by the Department Head at the department level and must be documented accordingly. Departments shall be responsible to ensure compliance with the Purchasing Policies and Procedures Manual (i.e., Insurance Requirements, State and Federal Funding Requirements, etc.)

The success of the Procurement Card Program and its continuing use depends on the participation and cooperation of all City employees that will be issued Procurement Cards. The primary responsibility for ensuring compliance with these Policies and Procedures belongs to the individual Department Heads. Department Heads shall ensure that Assistant Department Head/Division Manager/First Line Supervisors and Cardholders are in strict compliance with this Purchasing Manual.

A. GENERAL INFORMATION

The Procurement Card is a credit tool that is issued by a bank. This credit tool offers an extremely efficient and effective method of purchasing and paying for small dollar items with a not to exceed total value of \$2,000.00 per transaction.

In the rare instance that a vendor is not set-up to accept credit-cards, the department has the option of entering a small dollar amount Request for Purchase (Requisition) through the City's Financial Management system (Incode).

The Procurement Card shall enable employees of the City of Pharr to purchase non-restrictive commodities, by telephone, on the Internet, or in person, direct from the vendors. The Procurement Cards shall be issued in the employee's name and the City of Pharr's name shall be clearly indicated on each card.

All purchases made with the Procurement Card shall be paid by the bank that the City of Pharr contracts with for the Procurement Card Service. The Bank on contract will then bill the City of Pharr.

B. PROCUREMENT CARD PROGRAM DESIGNEE(S)

The City of Pharr's Procurement Card Program shall be utilized and/or administered by City employees in one of the following designations:

DEPARTMENT HEAD

The Department Head shall select responsible and trustworthy individuals to participate in the P-Card Program. Department Head (DH) shall select Assistant Department Head (ADH), Division Manager(s), First Line Supervisor(s) and Cardholder(s) to participate in the P-Card Program. In the absence of the DH, he/she may authorize his/her ADH to approve P-Card transactions online and on paper. Under normal circumstances, the DH shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). DH shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. DH shall be responsible to provide sufficient internal department controls with separation of duties to guard against misappropriation of products and/or services. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

ASSISTANT DEPARTMENT HEAD (ADH)/DIVISION MANAGER/FIRST LINE SUPERVISOR

Assistant Department Head/Division Manager(s)/First Line Supervisor(s) shall be selected by their respective Department Head. In the absence of the Department Head, the ADH may authorize and/or approve P-Card transactions. ADH shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). ADH shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. Similarly, ADH, Division Managers, and First Line Supervisors shall be responsible for activity of subordinates. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

CARDHOLDER

Cardholders shall be selected by their respective Department Head. City employees selected to participate as a "Cardholder" shall utilize the Procurement Card as a resource for non-routine purchases of authorized goods and services in strict compliance with the City of Pharr's Purchasing Policies and Procedures Manual. The Cardholder shall approve his/her transaction activity. The Cardholder is responsible for reviewing his/her transactions and shall report any suspicion of fraudulent activity to the Bank on record and to the Purchasing Department. The Cardholder is responsible for resolving disputes and issues associated with his/her P-card transactions. The Cardholder is responsible to review periodic reporting for efficiency purposes.

PROGRAM ADMINISTRATOR (PURCHASING DEPARTMENT)

The Director of Purchasing and/or his/her designated representative shall be the first point of contact for the Department Administrators Assistants regarding the proper use of the Procurement Card. The Program Administrator - Purchasing shall be completely knowledgeable in every aspect of the program and as such shall be responsible for all Cardholders in respect to the proper use of the Procurement Card.

PROGRAM ADMINISTRATOR (FINANCE DEPARTMENT – FISCAL MANAGEMENT ANALYST)

The Finance Department shall designate one (1) or more persons as Program Administrators. The Program Administrator – Finance (FMA) shall be the first point of contact for the Department Administrators Assistants in respect to reconciliation, verification of purchase activities, and/or correct any potential problems in respect to account codes, hierarchy of department account structure, disputes, etc. The Program Administrator - Finance (FMA) shall be completely knowledgeable in every aspect of the program and as such shall be responsible for the proper training of all Cardholders in understanding and utilizing the reports, statements, reconciliations, etc.

C. SEGREGATION OF DUTIES

To ensure proper internal controls, each department must maintain a separation of duties for the electronic review and approval of all transactions in the P-card program. Cardholder, Department Head and/or Assistant Department Head/Division Manager/First Line Supervisor(s) must approve transactions in the Procurement Card program software. Under no circumstances should the same individual be the reviewer and the approver.

D. RENEWAL OF EXISTING PROCUREMENT CARD

Renewed procurement cards are automatically sent to the Purchasing Department thirty (30) days prior to the expiration date. The Purchasing Department shall notify individuals when cards are available to be picked up.

E. ISSUANCE OF PROCUREMENT CARDS

Cards will be issued in the name of the individual employee and the City of Pharr. Any Department may request a Procurement Card be issued to a full-time regular employee (who has successfully passed his/her introductory period), who has been selected by the Department Head to perform the duties of procuring goods and/or services for that department in strict compliance with the existing Purchasing Policies and Procedures Manual. We caution all Department Heads in their selection of responsible personnel for this program.

F. CRITERIA TO RECEIVE A PROCUREMENT CARD

- 1) Applicant must be a full-time employee of the City of Pharr, with no less than six (6) months of employment (Under special circumstances this requirement may be waived by the City Manager and/or Deputy City Manager, or their designated representative(s)).

- 2) Applicant's request for a Procurement Card must be approved by his/her Department Head. (Request for Procurement Card shall be submitted in e-mailing via the application process.)
- 3) Applicant must be assigned to a department Admin Assistant selected by his/her Department Head.
- 4) Each individual cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of the Department Head, Assistant Department Head/Division Manager/First Line Supervisor or Procurement Card Administrator – Purchasing Department.

G. DEPARTMENT HEAD RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) and Department Administrators Assistant (s) comply with the Procurement Card Policies and Procedures as outlined in the Purchasing Policies and Procedures Manual.
- 2) Responsible to give the City of Pharr assurances that the Cardholder(s) are in strict compliance with these Policies and Procedures.
- 3) Responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned in to the Finance Management Analyst in an organized and timely manner.
- 4) Responsible to be thoroughly familiar with the program guidelines.
- 5) Responsible for taking disciplinary action when necessary. A copy of the action form shall be submitted to the City Manager and/or Assistant City Manager, as required.
- 6) Responsible for obtaining the Procurement Card from cardholder upon termination of employment (resignation or termination) and returning the card to the Purchasing Department.
- 7) Responsible for obtaining the Procurement Card from cardholder upon transfer to other City of Pharr department, and returning the card to the Purchasing Department.
- 8) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

H. ASSISTANT DEPARTMENT HEAD/DIVISION MANAGER/FIRST LINE SUPERVISOR RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) comply with the Procurement Card Policies and Procedures as outlined in the Purchasing Policies and Procedures Manual.
- 2) Responsible to be thoroughly familiar with the program guidelines.
- 3) Responsible for reviewing transaction activity and support documentation.
- 4) In the absence of the Department Head, is responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned in to the Finance Department in an organized and timely manner.
- 5) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

I. CARDHOLDER RESPONSIBILITIES

- 1) Responsible for ensuring that products and/or services are procured in strict compliance with the Purchasing Policies and Procedures Manual.
- 2) Ensure the Procurement Card is used for legitimate City business purposes.
- 3) Ensure that Insurance Requirements are met before services are rendered.
- 4) Responsible to ensure that products and/or services being procured have been delivered and are accounted for.
- 5) Always maintain the Procurement Card in a secure location.
- 6) Must not allow other individuals to use their Procurement Card.
- 7) Must use the Procurement Card within its purchase limits and restrictions.
- 8) Receive and inspect all ordered materials and/or services for discrepancies.
- 9) Obtain, sign, and reconcile all receipts against corresponding weekly report.
- 10) Must match receipts to appropriate transaction(s), indicating proper charge-to account for expenses.
- 11) Must upload scanned receipts to Procurement Card software and check-off transaction approval noting price quotes obtained, charge-to account(s), etc.
- 12) Submit reconciled weekly report to Department Admin Assistants along with receipts, in an organized manner. If receipts are not submitted, justification memo must accompany weekly report.
- 13) Must never accept cash, gift cards, or gift certificates in lieu of credit to the Procurement Card.
- 14) Ensure that Sales Taxes are not charged (cardholder is responsible for obtaining City reimbursement of sales tax)
- 15) Immediately notify to the Purchasing Department and bank institution of a lost or stolen Procurement Card.
- 16) Attempt to resolve disputes or billing errors, if any, with the vendor. The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned in to the Finance Department as soon as possible. Finance will follow dispute procedures.
- 17) Report any erroneous transactions to the Purchasing Department.
- 18) Report/notify fraudulent activity to Purchasing Department.
- 19) Report lost or stolen cards to the Purchasing Department and Bank on record.
- 20) Must return Procurement Card to Department Admin Assistants upon transfer to another department.
- 21) Must return Procurement Card to the Purchasing Department upon resignation/ termination of employment.
- 22) Must request a "new card" and turn-in "existing" Procurement Card if legal name changes. (i.e.: marriage, divorce, etc.).
- 23) Cardholder must mark reviewed for each transaction at least weekly thus indicating the transaction is valid.
- 24) Save all sale(s) receipts, credit-memos, and pertinent documentation.
- 25) If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not

possible, details of the purchase must be attached via memorandum (with Department Head signature). The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation may result in disciplinary action.

- 26) The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City P-Card is returned to the supplier. The credited amount will be applied to the cardholder's account. Cash refunds are prohibited.
- 27) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

J. DEPARTMENT ADMIN ASSISTANTS' RESPONSIBILITIES

- 1) Coordinate meeting with card holders within the department for reconciling receipts against weekly reports.
- 2) Ensure that all complete and reconciled weekly reports are submitted monthly to the Finance Department, Fiscal Management Analyst for review and reconciliation by scheduled due date.
- 3) Responsible for verifying and/or changing accounting codes for all transactions, when necessary, on the weekly Department reports prior to the cut-off date established by the Procurement Card Program Administrator (Finance – FMA)
- 4) Must notify Procurement Card Program Administrator (Purchasing Department) of any purchase violations, lost or stolen cards.
- 5) Must advise Procurement Card Program Administrator (Purchasing Department) to cancel a Cardholder's card (i.e., department transfer, loss of Procurement Card privileges due to misuse/violations, etc.) with the approval of the Department Head.
- 6) Responsible for collecting and turning in "canceled procurement cards" to the Procurement Card Program Administrator (Purchasing Department).

K. PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)

- 1) Responsible for Policy interpretations and/or clarifications.
- 2) Review Procurement Card applications turned in by the Departments for completeness of required information.
- 3) Approve application(s), request new, renewal, or replacement Procurement Card(s), and disburse upon receipt.
- 4) Responsible for training, as to the proper use of the Procurement Card, Department Admin Assistants and Cardholder(s) before releasing Procurement Cards.
- 5) Responsible for having all Cardholders sign the Cardholder Agreement(s) signifying agreement with the terms of the Procurement Card Program.
- 6) Responsible for securing all canceled Procurement Cards and advising Bank (electronically).
- 7) Responsible for updating Procurement Card system, assigning access and removing users as necessary.
- 8) Responsible to maintaining Procurement Card Policies and Procedures updated.

L. PROGRAM ADMINISTRATOR (FINANCE – FISCAL MANAGEMENT ANALYST) RESPONSIBILITIES

- 1) Responsible for the training of all Department Admin Assistants and Cardholders in the proper way of reconciling and properly coding all transactions against weekly reports.
- 2) Understanding the electronic media that the City will use to communicate with the Bank on contract. Be familiar with all report formats to be used with the program.
- 3) Responsible for reconciling weekly transactions totals to Bank statement.
- 4) Responsible for advising of cut-off date for approvals and/or changes to default account code changes.
- 5) Notify the department when approved monthly department statements are not received. Responsible for preparing bill for payment to the Bank on contract.
- 6) Responsible for reconciling the hard copy of the bank's bill against the bank's electronic file and to the transaction totals posted to the City's Financial Management system.
- 7) Responsible for establishing hierarchy of department account code structure.
- 8) Responsible for providing charge to chart of accounts for each respective department.
- 9) Keep all necessary documentation in respect to all transactions for audits by the internal and external auditors.
- 10) Report P-Card misuse to the Finance Director and cc to the Purchasing Department

M. PROHIBITED USES OF PROCUREMENT CARD

Resulting in Disciplinary Action (only City Manager and/or Assistant City Manager can waive any of these prohibited uses).

- 1) The Procurement Card is used for personal or unauthorized purposes.
- 2) The Cardholder receives cash, gift cards, or certificates in lieu of credit.
- 3) The Cardholder purchases gift cards without proper written approval unless approved, in writing, by the City Manager and/or Assistant City Manager.
- 4) The Cardholder purchases gifts for employee annual events, promotional events, and/or Retirement parties, luncheons, or dinner.
- 5) The Cardholder allows the card to be used by another individual for valid purchases.
- 6) The Cardholder splits a purchase to circumvent the card limits.
- 7) The Cardholder uses another Cardholder's card to circumvent the authorized purchase limits assigned to either the Cardholder or the limitations of the Card.
- 8) The Cardholder fails to ensure the receipt of products and/or services procured with their card have been delivered and are accounted for.
- 9) The Cardholder refuses and/or fails to provide Department Administrator Assistant with required receipts.
- 10) The Cardholder refuses and/or fails to provide information about any specific purchase.
- 11) Sponsorship(s)/donation(s) are prohibited.

12) Alcohol Beverages are prohibited.

13) Restaurant Service charge tips are prohibited.

Split Transactions

CHARGES FOR AN ITEM MUST NOT BE SPLIT INTO SEPARATE PAYMENTS TO CIRCUMVENT THE SINGLE TRANSACTION LIMIT.

1. Always remember your single transaction limits when considering a purchase.
2. If your limit is not sufficient, do not continue with the purchase without having prior approval from the P-Card Administrator and verification that a one-time change to your profile has been made.
3. If purchase is made over the phone or internet, confirm full transactional pricing with shipping and handling before approving the charge. Be sure that the purchase excludes sales and use tax and is not split into separate transactions. Some suppliers will take it upon themselves to split transactions in order to complete the sale.
4. Contact your P-Card Administrator for assistance with reviewing your limits.

N. P-CARD USE AND GUIDELINES

- The P-Card is issued in the Cardholder's name with a unique number. All purchases made on the P-Card must be made by the individual to whom the card is issued. The Cardholder is responsible for the security of the Purchasing Card and the transactions made with it. **Failure to follow the guidelines of the P-Card Program could result in disciplinary action, including termination.**
- The P-Card is a corporate credit card that must only be used to make authorized City of Pharr purchases.
- Cardholder may use the P-Card to purchase supplies, materials, and services to include reservations related to City business, which do not exceed the single dollar transaction limit that was established by Purchasing Director.
- Cardholder must not exceed the maximum monthly dollar limit assigned to the P-Card in any given month without prior authorization from the Purchasing Director or designee.
- It is the responsibility of the Cardholder to resolve any disputes with the Supplier. If resolution cannot be reached, the Cardholder should report the problem to their Department P-Card Liaison for assistance.
- The P-Card is **NOT** for **PERSONAL** use.
- **Sales and Use Tax** - The City of Pharr is exempt from Texas Sales and Use Tax. This is noted on each card. The Cardholder should inform vendor before making a transaction.

If a supplier is requesting a tax-exempt number, please contact the Finance Department for the appropriate form. Be prepared to provide the supplier name and address, as well as a description of the purchase. It is recommended that Cardholders request the form prior to making a purchase.

- **Security of the Purchasing Card** - The Cardholder is responsible for security of the P-card. It should be treated with the same level of care as the Cardholder would his/her own personal funds. Guard the account number, CVV, PIN, etc. carefully. It should not be posted in a work area or left in a conspicuous place. The card is to be used for **City of Pharr business purposes only and only by the person named on the card.**

Rebates and Promotional Items

Any manufacturer rebates or credits received by the Cardholder as a result of a P-Card transaction shall be credited to the P-Card. Documentation reflecting the transaction shall be included on the p-card statement. Any rebate and promotional type items received as the result of a P-Card transaction shall become the property of the City of Pharr and utilized by the respective department. Misuse could result in disciplinary action.

O. P-CARD SAFEGUARDING PRACTICES

It is the cardholder(s) responsibility to safeguard the p-card.

Tips to Safeguarding the P-Card:

- Keep a record of your account number, expiration date and phone number to report fraud in a secure place.
- Do not allow anyone to use the card on your behalf.
- Do not give your account number to anyone over the phone unless you've confirmed they are a reliable source. If you've never done business before with an entity, conduct an on-line research prior to making a transaction.
- During a transaction, keep your eye on the card and ensure you get it back before you walk away.
- Keep the P-card in a safe place and only carry it with you when you need it.
- Draw a line through any blank spaces on the receipt.
- Reconcile all receipts.

Card Declines

The following are some reasons that a P-Card transaction may be declined:

- The transaction is greater than the Cardholder's single transaction limit amount.
- The P-Card has reached its assigned monthly transaction limit amount.
- The Supplier's Merchant Category Code has been purposely excluded from the P-Card program by the City.

In the event a decline occurs the Cardholder should contact the issuing bank to determine the reason for the decline. In most cases, the Cardholder should then contact the Purchasing Department to inform him/her of the decline, the reason, and to request resolution.

If purchase is attempted outside normal business hours, an alternate payment method should be found or the purchase should be terminated.

Merchant Category Code (MCC) Blocking

Merchant category codes (MCC) are codes that best describe what commodities or services the supplier provides. When using a Merchant Category Code listed on the blocked Merchant Category Code List, the transaction will be denied at the point-of-sale (in person, over the phone, or on the Internet). These categories listed on the blocked MCC List are maintained by the Program Administrator. Suppliers are assigned a MCC by their bank that best describes the commodity or service they provide. Cardholders should be familiar with this list.

Receipt and Return of Goods

It is the Cardholder's responsibility to confirm receipt of goods and services and to follow up with Suppliers to resolve any delivery problems, discrepancies, and / or claims for damaged goods.

1. At the time of return, the Cardholder must request that the Supplier issue a MasterCard credit transaction slip in order to verify that credit was given. A credit memo showing the
2. reason(s) for applying a credit to the transaction should also be requested. The Cardholder will be required to include this information on their monthly Transaction Log.

UNDER NO CIRCUMSTANCE SHOULD A CARDHOLDER ACCEPT CASH OR GIFTCARDS OR STORE CREDIT IN LIEU OF A P-CARD CREDIT RETURN.

Transaction Documentation Requirements

Every P-Card transaction, including credit or return transactions, must be supported by valid and complete documentation. Not providing supporting documentation for all transactions within established deadlines is a Cardholder violation. Documentation should show supplier name, itemized list, price, date, and proof of credit card payment.

Acceptable Supporting Documentation is defined as one of the following:

- Detailed receipt and MasterCard transaction slip from the Supplier

- A packing slip which shows the cost of each item
- Order forms, or a copy of the form used to pay memberships, subscriptions, registration fees and similar items.

When making over-the-counter purchases:

1. Advise supplier that the City of Pharr is a Tax-exempt entity and confirm that no sales tax has been charged to the card before signing.
2. Review itemized receipts to ensure proper charges are shown.
3. Retain the customer copy of the MasterCard transaction slip as proof of P-Card purchase.
4. Obtain the itemized receipt for your records.
5. Ensure that all carbons showing full account number are destroyed.
6. **Include all supporting information on the p-card statement.**
7. Indicate purpose of purchase on the p-card statement.

When placing a telephone order:

1. Confirm with supplier that charges will be made only upon shipment of goods or when the service has been performed.
2. Request supplier to send itemized invoice directly to the Cardholder.
3. Advise suppliers that the City of Pharr is a Tax-exempt entity and confirm that no sales tax will be charged.
4. The supplier will not be allowed to keep the account number on file.
5. Indicate purpose of purchase on the p-card statement.

When placing an online order:

1. A copy of the order is printed (prior to order confirmation). Review the itemized order form to ensure proper charges are applied.
2. Review the order form for Tax Exempt procedures. (May have to call prior to placing order.)
3. A copy of the order confirmation is printed.
4. **Include all documentation in p-card statement.**
5. Indicate purpose of purchase on the p-card statement.

When placing a mail order:

1. You may have a different "Ship To" address than the billing address.
2. Review the order form for accuracy.
3. Review the order form for Tax Exempt procedures.
4. Make a copy of the order form before mailing for record.

5. **Include all documentation in P-card Statement.**
6. Indicate purpose of purchase on the p-card statement.

Program Infractions

Failure to comply with the program guidelines or the purchasing Cardholder Agreement may result in one or more of the following circumstances:

- a. Oral or written warning;
- b. Cancellation of the card;
- c. Oral or written reprimand;
- d. Termination of employment.

See below table for a sample of standard responses to an infraction. The severity of the infraction can affect the standard response. These are recommendations, but departments may establish internal disciplinary policies.

Type of Infraction	1st offense	2nd offense	3rd offense
Perpetrate a fraud or theft Card given to non Cit of Pharr employees to perpetrate fraud or theft	Card is canceled, employment terminated, possible criminal charges.	n/a	n/a
Split Purchases	Department Director is contacted. A written warning to Cardholder is required from Department.	Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate.	Card is canceled.
Failure to turn in receipts	Written warning – CH should submit a memo to the P-Card Administrator with description of purchase and reason for missing receipt.	Second written warning and card suspended for 30 days.	Card is canceled.

Terminated Employees

When an employee is terminated or voluntarily separated from the City of Pharr, the P-Card must be turned in to the Purchasing Department and cancelled.

1. Department Liaison secures P-Card from terminated employee and notifies the P-Card Program Administrator.
2. The p-card administrator shall cancel, shred and dispose the card.
3. Program Administrator updates status for the Cardholder in the banking system and files confirmation in Cardholder's / Department's file as appropriate.

P. PROCUREMENT CARD EMPLOYEE AGREEMENT (ATTACHMENT "A")**Q. APPLICATION FORM FOR A PROCUREMENT CARD (ATTACHMENT "B")**

ATTACHMENT "A"



PROCUREMENT CARD EMPLOYEE AGREEMENT

The City of Pharr is allowing you the privilege of being presented with a Procurement Card. This privilege represents trust in you as a responsible agent of the City capable of protecting the City's assets.

I, (type name) _____, Employee # _____ on this the ____ day of _____, 20__, as a cardholder, agree to comply with the terms and conditions of this Agreement, Procurement Card Policies and Procedures as well as the Purchasing and Contracting Policies and Procedures. I understand that the Procurement Card limit per transaction shall be \$2,000.00 or less. I also understand that I am not to split any transaction(s) in an attempt to circumvent the single transaction limit. I also understand that all transactions with a potential of exceeding \$2,000.00 must be submitted to the Purchasing Department on a Purchase Requisition.

I acknowledge that I have received orientation in respect to the Purchasing Department Policies and Procedures and the Procurement Card Policies and Procedures.

I acknowledge that I have received training in the proper use of the Procurement Card.

I acknowledge that the Procurement Card will not affect my personal credit rating.

I acknowledge that the City of Pharr may terminate my right to use this card at any time for any reason.

I further acknowledge that I understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize the City of Pharr to deduct from my salary an amount equal to the total of the discrepancy. I also allow the City of Pharr to collect any amounts owed by me even if the City of Pharr no longer employs me.

I agree to return the card to the City of Pharr immediately upon request or upon termination of employment.

I acknowledge receipt of said Agreement and confirm, by my original signature below, that I am in full understanding of all requirements, term and conditions, in respect to the Procurement Card Program.

Cardholder:

Procurement Card Administrator

Signature: _____

Signature: _____

Print Name: _____

Name: Mayra Gomez, Purchasing Director

Department: _____

Date: _____

ATTACHMENT "B"



Purchasing Department **APPLICATION FORM FOR A P-CARD**

THIS FORM REQUIRES A SIGNATURE BY RESPECTIVE DEPARTMENT HEAD. THIS APPLICATION FORM MUST BE PROPERLY FILLED OUT IN ITS ENTIRETY. EACH APPLICATION FORM SHOULD REFLECT ONLY (1) ONE EMPLOYEE PER FORM (SELECTED BY THE DEPARTMENT HEAD). INCOMPLETE FORMS OR FORMS SUBMITTED WITHOUT DEPARTMENT HEAD SIGNATURE ARE **VOID AND SHALL BE DISCARDED**. SELECTED EMPLOYEE MUST BE A FULL-TIME REGULAR EMPLOYEE (EMPLOYED FOR AT LEAST 6 MONTHS). **(ALL FORMS ARE TO BE SUBMITTED ELECTRONICALLY).**

DATE: _____

Name of Employee designated as Department Cardholder (type): _____

Employee #: _____ Employee's Position/Title: _____

Department/Division: _____ Dept./Div. Acct #: _____

Employee's length of employment months/years: _____ Phone #: _____

Employee Signature: _____ Date: _____

Employee E-mail: _____

Department Information:

Department Submitting Request: _____

Department Name

Department Telephone Number: _____

Name of Department Head submitting application: _____

Department Head Name

Department Head's signature: _____ Date: _____

Purchasing Department Use Only

Monthly P-Card Limit:

Director: ☐ \$10,000 Asst. Director: ☐ \$5,000 Other: ☐ \$2,500 Specify Other Amount \$ _____

Date Received: _____ Entered Card Request: _____

Card Number Assigned: _____

Date Card Received: _____ Processed By: _____

Card-Holder Signature: _____ Date Card P/U: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: February 12, 2024

MEETING DATE: February 19, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the Texas Department of Public Safety and Pharr Police Department for certification of commercial vehicles and weight enforcement. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: DPS and Pharr Pd enter into MOU in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection recourses. MOU is needed to avoid duplication of effort, to expand the number of inspections performed, to advance uniformity of inspections, and to minimize the delays in schedules incurred by the industry inherent to this type of enforcement activity. Renewal of MOU is required every two years.

Fiscal Consideration: There is no expense for this item on equipment.

Staff Recommendation: Staff recommends approval.

Alternatives: Deny approval of this MOU

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 2/12/2024
Approved - 2/14/2024
Approved - 2/14/2024
Approved - 2/15/2024
Final Approval - 2/15/2024

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

PHARR POLICE DEPARTMENT (Allied Agency)

I. GENERAL AGREEMENT

A. Introduction and Statutory Authority

DPS and Allied Agency enter into this Memorandum of Understanding (MOU) in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection resources; to avoid duplication of effort, to expand the number of inspections performed; to advance uniformity of inspections; and to minimize delays in schedules incurred by the industry inherent to this type of enforcement activity.

1. Due to the need for a basic delineation of routine responsibilities for the federal, state, county, and municipal agencies, it is agreed:
 - DPS will inspect vehicles operating over public highways and at carrier terminal facilities.
 - Allied Agencies must, as a routine practice, confine inspection activities to vehicles operating over public highways and city streets in their jurisdictions with the exception of municipal police officers certified under Tex. Transp. Code § 644.101. These certified municipal police officers may conduct vehicle inspections at carrier terminal facilities.
2. The Federal Motor Carrier Safety Administration (FMCSA) has imposed timeliness and accuracy standards on DPS regarding interstate and intrastate motor carrier information. DPS, in turn, has established timeliness and accuracy standards for Allied Agencies engaged in the inspection of commercial motor vehicles (CMV).
3. Allied Agencies and their authorized inspection representatives (Program Coordinators) must implement procedures in accordance with the minimum standards in this MOU.
4. In order to advance uniformity in the inspection of CMV and their operators, Allied Agencies must adopt the Commercial Vehicle Safety Alliance's (CVSA) North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria as adopted by DPS under the following:
 - Tex. Transp. Code Ch. 644, located at <http://www.statutes.legis.state.tx.us/>;
 - 37 Tex. Admin. Code Chapter 4, Subchapter B; 37 Tex. Admin. Code Chapter 16, Subchapter A; and 37 Tex. Admin. Code Chapter 21 located at <http://www.sos.texas.gov/tac/index.shtml>; and
 - The most current version of the CMV Enforcement Guidance Documents provided by DPS to the Allied Agencies:

CVSA Levels of Inspection

- Level 1 North American Standard

- Level II Walk-a-round Inspection
- Level III Driver-Only Inspection
- Level IV Special Inspection
- Level V Vehicle-Only Inspection (Terminal)

The State of Texas has an inspection quality agreement with the FMCSA in its Commercial Vehicle Safety Plan. Inspections found to be non-compliant with this policy may be nullified by the DPS Motor Carrier Bureau (MCB) from the carrier's safety profile and from the inspector's certification record by the authority of the Assistant Division Director of the DPS Texas Highway Patrol (THP) or that person's designee.

If amendments to 37 Tex. Admin. Code Chapter 4, Subchapter B require amending this MOU, DPS will do so within a reasonable period of time. The date of any amendment under this paragraph will not affect the renewal date described in Section IV, unless otherwise indicated by DPS.

II. DPS RESPONSIBILITIES

DPS will:

- A.** Train, retrain (as necessary or desirable), test, and certify Allied Agency inspectors as per the agreement between DPS and the CVSA.
- B.** Approve inspection forms for all inspections conducted in conformance with this MOU.
- C.** Approve vehicle and driver out-of-service stickers.
- D.** Supply CVSA decals on a cost-recovery basis to Allied Agencies.
- E.** Supply software necessary for the data entry of all inspection information, on a cost recovery basis to Allied Agencies.
- F.** Supply Allied Agencies with inspection data, upon request.
- G.** Forward challenges of data in inspections or crash reports to Allied Agencies for their inspections.
- H.** Conduct random in-person observation of inspections conducted by Allied Agency in order to ensure Allied Agency's inspectors maintain practical proficiency in the program.

III. ALLIED AGENCY RESPONSIBILITIES

A. Certification Testing

Allied Agency must:

1. Enroll its commissioned, full-time officers who have not met the minimum certification requirements for enforcement of Tex. Transp. Code Ch. 644 in training programs required by 37 Tex. Admin. Code § 4.13(b) prior to using these officers as inspectors for commercial vehicle enforcement. Allied Agency must reimburse DPS for costs associated with any training provided by DPS under 37 Tex. Admin. Code § 4.13(b)(5).
2. Implement a program to ensure its officers perform the required number of inspections annually, as specified in 37 Tex. Admin. Code § 4.13(c), and successfully complete the required annual certification training to maintain certification. To further program goals and

achieve the highest quality in inspections, Allied Agency must ensure its officers conduct more than the minimum number of inspections required annually to maintain certification and that inspections are evenly distributed throughout the year to maintain enforcement continuity.

3. Immediately suspend from performing CVSA enforcement and inspections, any officer who fails to maintain certification or who fails to perform the required number of inspections following CVSA's North American Standard Uniform Inspection Procedures and the North American Standard Out-of-Service Criteria guidelines.
4. Send a representative to the annual MCSAP meeting held by DPS to ensure familiarity with all updated policies and procedures.

B. Policies and Guidelines

Allied Agency must:

1. Conduct inspections only by using CVSA-certified officers.
2. Only conduct inspections on-duty. No inspections may be performed at any time for the specific purpose of benefitting a carrier's safety profile whether on-site or off-site (such as a roadside or at an inspection facility). Compensation for inspections of any kind by other entities (including carriers and carrier employees) is prohibited.
3. Not use inspection as a pretext to search commercial vehicles.
4. Ensure traffic stops performed on a commercial vehicle are made by either a CVSA certified inspector or by a peace officer using probable cause or reasonable suspicion guidelines. An absence of these requisites will be cause for inspection report invalidation and a program participation review.
5. Use the most current forms approved by DPS during the inspection process. Forms and software may not be altered without the prior, written approval of DPS.
6. Ensure that CVSA-certified inspectors have adequate tools and resources to conduct queries into motor carrier registration and operating authority while conducting roadside inspections.
7. Perform Level I, IV, and V inspections requiring undercarriage inspection and brake measurements utilizing an inspection pit or with a referring officer for safety.
8. Perform only Level V terminal inspections on motor coaches for certification purposes except for unusual circumstances (such as post-crash investigations). All other inspections must be conducted roadside. Level I, II, IV and V motor coach inspections must only be performed by Passenger Vehicle Inspection certified inspectors.
9. Forward inspection data electronically to DPS within ten calendar days following the date of inspection for processing and final compliance using the most recent version of reporting software.
10. Forward crash reports involving commercial motor vehicles to Texas Department of Transportation (TxDOT) no later than ten calendar days after the date of the crash investigation.

11. Allow DPS to conduct random in-person observation of inspections conducted by Allied Agency in order to ensure that Allied Agency's inspectors maintain practical proficiency in the program.
12. Not use its certification to enforce federal safety regulations as a primary method to generate program revenue through enforcement penalties, or to enhance criminal interdiction activities.
13. Not allow officers certified to enforce federal safety regulations to participate in secondary employment activities that present a conflict of interest related to their commercial vehicle enforcement duties. This prohibition includes Allied Agency officers trained by DPS that are no longer assigned to commercial vehicle enforcement units but remain employed by the Allied Agency.
14. Require all defects disclosed during the inspection process to be corrected.
15. Adopt the Recommended Out-of-Service Criteria and other defect repair verification procedures as developed by CVSA.
16. Honor CVSA inspection decals affixed to those vehicles by all authorized agencies. CVSA decals will be affixed to vehicles which pass the Level I or V CVSA inspection with no disqualifying violations under the North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria.
17. Maintain the official copy of all reports of inspections conducted by its CVSA certified inspectors for the current calendar year, plus two additional years. The official copy may be in paper or retrievable electronic form, and it must bear the signature of the commercial motor vehicles driver involved in the inspection. A copy must be provided to DPS upon DPS's request.
18. Conduct mock inspections and safety presentations as requested by the carrier and as approved by supervisors. Allied Agency may conduct safety presentations that include a mock (walk-around) inspection, but no documented inspection may be performed as part of a walk-around or safety presentation.
19. Note circumstances in the inspection report when more than two citations are issued during an inspection. An important aspect of the MCSAP is consistency in the inspection process and uniform enforcement. While it is recognized that uniform enforcement may include the issuance of a citation by the inspecting officer, it is also recognized that there may be exceptional occasions when the issuance of multiple citations may be warranted.
20. Document all violations (citations and warnings) discovered on the inspection report as violations, including violations of local ordinances. All CMV contacts must be recorded on the inspection report.
21. Investigate and determine whether a correction to data needs to be made when data in an inspection or crash report is challenged. Allied Agency must notify the motor carrier and DPS in writing of the results of the investigation within ten calendar days. If a correction is necessary, the Allied Agency must make the correction and forward the corrected reports to DPS immediately. Retaliatory actions against motor carriers who file data challenges are strictly prohibited

22. Must notify DPS in writing ten calendar days any time an officer's certification status changes (is certified, suspended, or decertified for different types of inspections, or transfers out of the CVSA inspection program). A cumulative list of officers whose status has changed must be sent to DPS by January 31 of each year.
23. Must comply with the annual fiscal requirements mandated by TRC 644.102 in reporting the total amount of fines collected, actual enforcement program expenses and the remittance of mandated funds to the Texas Comptroller of Public Accounts.

IV. TERMINATION OF CERTIFICATION

***** UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2025.*****

A. Renewal of this MOU

To prevent a loss of authority to conduct CVSA inspections, please mail or FAX your renewal request to the Department no more than 60 nor less than 30 days prior to the expiration of this MOU. If the renewal has not been executed by the Allied Agency before the MOU expiration date, certified officers must cease performing all CVSA inspections, until the renewal has been fully executed.

B. Decertification

1. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to demonstrate practical proficiency in the program during random in-person observations by DPS, or by audits of inspections submitted.
2. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for using the certification as a primary method of generating program revenue or enhancing criminal interdiction activities.
3. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, if officers to engage in secondary employment activities that present a conflict of interest with their commercial vehicle enforcement duties.
4. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to comply with the provisions of the MOU, training, officer certification, or data-sharing requirements, including the requirement that Allied Agency reimburse DPS for training expenses and the requirement that Allied Agency forward information and respond to requests in a timely manner, or any other provisions of 37 Tex. Admin. Code §§ 4.13 and 4.14. Reimbursement can be made by check or money order, payable to the Department of Public Safety of the State of Texas.
5. DPS may decertify Allied Agency for failure to comply with the annual fiscal requirements mandated by Tex. Transp. Code § 644.102. Allied Agency must properly report fines collected, actual expenses, and the amount of remittance sent to the State of Texas's Comptroller of Public Accounts.

C. Termination of Certification

1. Termination of certification, whether by decertification, request of Allied Agency, or by failure to renew, will result in the inability of Allied Agency, to retain expenses for any enforcement actions taken after the effective date of the termination of certification. All reporting requirements, including the list of officers suspended and no longer certified which is normally due by January 31 of each year, inspection data reports, and crash reports must be provided to DPS immediately upon discontinuation in the certification program.
2. Allied Agency may discontinue certification at any time by notifying DPS Program Coordinator in writing.
3. The CVSA and Federal Motor Carrier Safety Administration require officers to complete a minimum number of inspections annually in order for officers to renew their certifications. The purpose of this requirement is to ensure officers achieve and maintain practical proficiency in inspecting commercial motor vehicles. Therefore, DPS will decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to report any inspections to DPS within a six month period or for failure to evenly space the required number of inspections throughout the year.
4. Any Termination of Certification terminates Allied Agency's authority to enforce federal safety regulations under Texas Transp. Code Ch. 644, and Allied Agency's eligibility for reimbursement of expenses from penalties assessed. DPS will notify the program coordinator for Allied Agency and the Comptroller of Public Accounts in writing of any Termination of Certification.
5. DPS may issue a warning to Allied Agency if Allied Agency fails to conduct any inspections within a three month period. DPS may also issue a warning if Allied Agency fails to comply with MOU requirements in such a way that DPS deems the quality or timeliness of inspection data could be compromised, or certified officers would fail to maintain practical proficiency in the program. Failure to correct the compliance issues within three months, or such other period as DPS may specify, can result in termination of the MOU and decertification of Allied Agency.

V. PROGRAM COORDINATORS

The parties' program coordinators are responsible for all communications and contacts *required to manage this MOU*. The parties must provide any updates regarding contact information *within 30 calendar days*. The current program coordinators for this MOU are:

Allied Agency:**Department:**

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

Joel Robles - Asst. Chief of Police

Program Coordinator

Captain Omar Villarreal
Manager

Program Coordinator

1900 S. Cage Blvd.

Address

MCB, P.O. Box 4087
Austin Texas 78773-0522

Address

(956) 402-4820

Voice Phone Number

(512) 424-2053

Voice Phone Number

(956) 784-7839

Fax Number

(512) 424-5712

Fax Number

joel.robles@pd.pharr-tx.gov

E-mail Address

omar.villarreal@dps.texas.gov

E-mail Address

Evidence of Acceptance:

Signature of Authorized Official

Political Subdivision

Name

Title

Date

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

and

PHARR POLICE DEPARTMENT (Allied Agency)

I. General Agreement

In accordance with Texas Transportation Code § 621.402, DPS has established parameters for approved Allied Agencies seeking to enforce Texas Transportation Code Chapter 621, Subchapter F. In order to maximize the uniform enforcement of statute, the parties enter into this Memorandum of Understanding (MOU) regarding training, approved scale use, annual scale re-calibration standards, violation report requirements, and mandated annual reporting.

II. DPS Responsibilities

In order to better implement and maintain the standards in this MOU, DPS will:

1. Train, retrain (as necessary or desirable), test, and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints or challenges to the issuing Allied Agency.
3. Supply software necessary for the data entry of all inspection information on a cost recovery basis to Allied Agencies.

DPS may conduct random, in-person observation of weight enforcement inspections conducted by an Allied Agency in order to ensure that Allied Agency's officers are adhering to DPS certification standards.

III. Allied Agency Responsibilities

A. Certification Training

Allied Agency must enroll their commissioned, full-time officers in the 40 hour, Basic CVE course conducted at the direction of the DPS Motor Carrier Bureau. A commissioned officer must obtain 80% or better to become certified as a "weight enforcement officer." After initial certification, mandated re-certification training will take place following each legislative session. Weight enforcement officers must obtain 80% or better to maintain certification. DPS will immediately suspend any officer who fails to re-certify and Allied Agency must prohibit that officer from conducting or assisting with any weight enforcement activities.

Allied Agency may discontinue agency certification at any time by notifying DPS in writing. If a certified officer separates from an Allied Agency, Allied Agency must notify DPS within ten days.

B. Application of Statute and Allied Agency Requirements

1. During the course of duty, an Allied Agency weight enforcement officer must adhere to the “reasonable suspicion” requirements in weighing a commercial motor vehicle as inferred by Transportation Code § 621.402. There must be an articulable reason to detain a vehicle prior to utilizing any type of approved scale to determine actual weight. A fixed location signaling all commercial traffic to enter a weight enforcement site is in direct conflict with this mandate.
2. Allied Agency will only conduct weight inspections while an officer is on-duty. Allied Agency may not perform inspections at any time for the specific purpose of benefitting a carrier, whether onsite or offsite (such as a roadside or at a principal place of business). Compensation for weight inspections of any kind is prohibited.

C. Approved Scales

Allied Agency must purchase and use scales from the approved Scale List found at the following URL: <http://www.dps.texas.gov/cve/Publications/approvedScaleList.pdf>. Allied Agency must re-calibrate the approved scales during each calendar year by a certified scale technician or vendor. Allied Agency must retain all individual scale calibration records for the current year plus the two previous years. These records are subject to review during contested judicial proceedings or any DPS audit.

D. Weight Inspection Reports & Upload

Allied Agency must purchase hardware and software to conduct weight inspections in order to upload the reports to DPS. Allied Agency may only issue DPS authorized weight inspection reports.

E. Annual Reporting Requirements

Allied Agency must submit an annual report of its weight enforcement activities for each calendar year to DPS. Allied Agency must send the report to the Motor Carrier Bureau in Austin, Texas by January 31 of each year for the prior year’s enforcement activities. The annual reporting requirements under this Section will survive the termination date of this MOU.

F. Statutory Financial Reporting and Remittance Requirements

Allied Agency must comply with Transportation Code § 621.506(g) and report that data to DPS. This includes: (1) sending the required 50 percent share to the State of Texas’s Comptroller of Public Accounts (CPA) if the fine meets the statutory criteria; and (2) only imposing the minimum dollar fine unless the vehicle’s weight was determined by a scale given or approved by DPS. DPS will confirm fiscal standing with CPA before renewing an MOU with Allied Agency.

IV. Termination of Certification

***** UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2025 *****

To prevent a loss of authority to conduct weight enforcement inspections, please email DPS with your renewal request between the 60th and 30th day prior to the expiration of your current MOU. If the Allied Agency does not sign the renewal and mail it in to DPS before its current MOU expiration date, certified officers must cease performing all weight enforcement

activities, until DPS receives the new fully executed MOU.

DPS may issue a warning to Allied Agency if Allied Agency fails to comply with MOU requirements in such a way that DPS deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct any compliance issue or comply with the required remittance of assessed fines to the Comptroller of Public Accounts may result in the termination of the established MOU and the decertification of Allied Agency.

V. Program Coordinators and Signatory Acceptance

Allied Agency's weight enforcement coordinators are responsible for all communications and contacts required to manage this MOU. The coordinators must provide any updates regarding contact information within 30 calendar days.

DPS Program Coordinator:

Captain Omar Villarreal
THP Motor Carrier Bureau
P.O. Box 4087
Austin, Texas 78773-0522
Phone: (512) 424-2053
Fax: (512) 424-5712
Omar.Villarreal@dps.texas.gov

Allied Agency Program Coordinator <i>Insert name and title here.</i> Joel Robles Asst. Chief of Police
<i>Insert address</i> 1900 S. Cage Blvd.
<i>Insert phone, fax, and email</i> (956) 402-4820 (956) 784-7839 joel.robles@pd.pharr-tx.gov

Allied Agency Authorized Representative <i>Insert name and title here</i>
Signature of Authorized Representative
Date:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: February 9, 2024

MEETING DATE: February 19, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, ratifying the purchase of a 2024 Mercedes Sprinter Van for \$82,491.88 from ED Hicks Imports, LTD. from Corpus Christi, TX. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr International Bridge Department is currently in need of an executive style passenger van. Justification for the recent purchase of a 2024 Mercedes Sprinter is essential to facilitate our daily operations and enables us to transport efficiently. ED Hicks Import, LTD. out of Corpus Christi, TX was able to provide us with this vehicle and the specified specifications needed in the amount of \$82,491.88

Project No. 2324-70-510-P11-01

Fiscal Consideration: \$82,491.88

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Luis Bazan

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 2/9/2024

Approved - 2/9/2024

Approved - 2/9/2024

Approved - 2/12/2024

Approved - 2/12/2024

Approved - 2/15/2024

Final Approval - 2/15/2024

-Project# 2324-10-510-P11-01

Vendor #
0191220

ED HICKS IMPORTS, LTD.

3102 S. PADRE ISLAND DR.
CORPUS CHRISTI, TX 78415
361-854-1955

PO# 191351

RETAIL PURCHASE AGREEMENT

CUST#: 83012

Deal Number: 346936

Purchaser's Name(s): CITY OF PHARR

Date: 02/02/2024

Address: 9900 S CAGE BLVD PHARR, TX 78577

County:

Telephone (1): 956-402-4660

Telephone (2):

DOB:

E-mail:

D.L./State I.D.#:

Issuing State:

Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2024	MAKE MERCEDES-BEN	MODEL M2PV7H	COLOR SILVER	STOCK NO. 9093
VIN/SERIAL NO. [REDACTED]		ODOMETER READING ☐ Not Accurate 9	SALESPERSON JESUS ESTRADA	
THE VEHICLE IS: ☒ NEW ☐ USED		PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ RENTAL ☐ OTHER		
WARRANTY STATEMENT				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.				
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u>				
☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
TRADE-IN VEHICLE INFORMATION				
Year:	Make:	Model:	Color:	
N/A	N/A	N/A	N/A	
VIN/Serial No:	Odometer Reading:			
N/A	☐ Not Accurate N/A			
Trade-In Allowance:		Balance Owed & Lienholder:		
N/A		N/A		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
☐ IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.				
*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. <u>Traducción española: Vea el dorso.</u>				
CASH PRICE OF VEHICLE				77181.00
OPTIONAL ACCESSORIES: ☐ See attached Addendum Sticker				N/A
N/A				N/A
N/A				N/A
N/A				N/A
N/A				N/A
TOTAL SELLING PRICE				77181.00
LESS: TRADE-IN ALLOWANCE				N/A
N/A				N/A
SUBTOTAL				77181.00
N/A				
SALES TAX				4823.81
DEALER'S INVENTORY TAX				137.07
DOCUMENTARY FEE *				150.00
STATE INSPECTION FEE				7.00
DEPUTY SERVICE FEE				10.00
LICENSE FEE				150.00
TITLE FEE				33.00
N/A				
N/A				N/A
TOTAL DUE				82491.88
☐ DEPOSIT/ ☐ DOWN PAYMENT If Deposit, see Deposit Receipt				N/A
LESS CASH DUE AT DELIVERY				N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)				82491.88

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

Accepted by Authorized Dealership Representative

Purchaser
DealerCAP

CATALOG #9963171
55777*1*EHI-FI

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MSRP

MERCEDES-BENZ USA, LLC.
ONE MERCEDES-BENZ DR
SANDY SPRINGS, GA 30328

BALTIMORE

VIN: [REDACTED]

Code	Description	Price
	MODEL: 2024 M2PV7H	\$68,000
9775	iridium+silver+metallic	\$1,198

Standard Accessories

A50	Front+axle+reinforced
AP2	Addtl.+bar+for+driveshaft+%26+exhaust+extension
AR2	Axle+ratio+3.923
BA3	Active+Brake+Assist
BH1	Hold+Function
C6L	Multifunction+steering+wheel
CB1	Suspension+for+comfort+and+load+protection
CL1	Adjustable+steering+wheel+(ange)
CT1	Rear+spring+vibration+absorbers
D03	High+roof
E07	Hill+Start+Assist
E1U	USB-C+socket,+5+V
E30	Starter+battery+disconnect
E3J	Pre-installation+for+switch+panel
ED4	AGM+battery+12V+92+AH+850+A
ED8	Preinstallation+PSM+
EK1	Body+Builder+Connector
EL9	Audio+systems+speakers,+5+front,+8+rear
ES0	Jump+start+terminal
ES2	12+V+power+outlet,+rear+compartment
EW6	Pre-installation:+Remote+Services+Pluslr
EY5	Emergency+Call+System
EY6	Breakdown+management
F43	Laminated+glass+rear
F68	Heated+%26+electrically+adjustable+exterior+mirrors
FF0	Coat+hooks
FF3	Cupholder+rear+compartment
FF5	Shelf+above+windshield
FG8	Cupholder+front
FJ4	Storage+compartment+undemeath+cockpit
G43	Automatic+transmission,+9G-tronic
H00	Warm/cool+air+duct+to+rear+compartment
H01	Heat+insulation,+rear+compartment
H04	Heat+insulation,+front+compartment
H13	Rear+cabin+heater+and+vents+
H16	Heated+driver's+seat
H11	Front-to-rear+outlet+in+instrument+panel
H21	Windshield+with+filter+band
H22	Rear>window+defroster
HH2	Heater,+auxiliary+electric+hot+air
HZ9	Fuel-fired+heater+booster+(18,000+BTU)
IC1	Model+series+C907+/-C910+Sprinter
IE0	Model+series+C907+VS30+RWD
IG4	Standard
IG5	Basic
IK0	Complete+vehicle
IL5	Left-hand+drive
IR6	Wheelbase+4325+mm,+overhang+1615+mm
IT9	4.0-tonner
J11	Speedometer+mph
J55	Seat+belt+waming+for+co-driver+seat
J58	Seat+belt+reminder+driver
J65	Outside+temperature+gauge

JA8	Crosswind+Assist
JH3	Communication+module+(LTE)+for+dig.+services
JK5	Instrument+cluster+with+color+display
K60	Exhaust+straight+to+rear
KB7	24.5+gallon+fuel+tank
KP7	4th+generation+SCR+emission+control+system
L94	Parking+lights+deletion
LA2	Headlight+assistant
LB5	3rd+brake+light
LB9	Illuminated+front+exits
M15	Fuel/water+separator+and+lubrication+package
M5N	Engine+OM+654+DE+20+LA+155+kW+(211+hp)
M61	Alternator+14+V+/+280+A
M71	Approval,+bio-diesel+B20
MH8	SULEV+emissions
MS1	Cruise+control
P47	Front+mudflaps
P48	Rear+mudflaps
Q00	Towing+capacity+0+kg/lbs
Q11	Longitudinal+member+reinforcement
Q67	Tow+hook+rear
R65	Spare+wheel+bracket+below+frame
R87	Spare+wheel
RD9	Unspecified+tire+brand
RH8	Tires+LT+245/75+R16
RM0	All-season+tires
RS3	6.5+J+x+16+steel+wheels
RY2	Tire+pressure+monitoring+lamp
S22	Armrest+for+driver's+seat
S25	Armrest+for+front+passenger+seat
SA5	Front+airbag,+driver
SA6	Front+airbag,+passenger
SH1	Thorax-pelvis+sidebag,+driver
SH2	Thorax-pelvis+sidebag,+co-driver
SH9	Airbag,+driver/passenger+window
SZ7	Storage+net,+driver's+seat+backrest
SZ8	Storage+net,+passenger+seat+backrest
T16	Sliding+door,+passenger+side
T74	Assist+handle,+B-pillar
U1A	14+1-seater+version+
U29	Pre-inst.+for+seating+configuration+15-seater
U74	Wall-side+armrest
U75	Aisle-side+armrest
V21	Luxury+interior+Trim
V31	Window+pillar+trim
V35	Wheel+house+covering
V36	Roof+trim
V39	Weight+optimized+plastic+floor
V40	Floor+anchors+for+rear+seat+bench
VA7	Storage+compart.+w/+net+in+rear+doors
W02	Panel+van+w/windows+all+round
W17	2nd+row,+fixed+window,+passenger+side
W22	Fixed+window,+center+left
W23	Fixed+window,+center+right
W27	Fixed+window,+rear+left
W28	Fixed+window,+rear+right
W33	FMVSS+217+emergency+exit
W70	Black+tinting+(90%)+for+rear+windows
X2B	GVWR+9,480+lbs.+/+4,300+kg
X64	Plates/booklets+in+English+(US)
XC8	VIN+visible+from+outside
XQ1	VIN-encoded+vehicle+data+with+check+digit
XY4	Model+Year+4
XZ0	Model+generation+0
Y43	Jack,+hydraulic
Z44	Registration+of+vehicle+not+possible+in+EU
Z5X	Vehicle+class+Bus
ZM4	Crewbus
ZU8	USA+country+version
ZZ4	Brand+content+Mercedes-Benz+North+America

Options		
C00PKG	Comfort+Package	\$307
	LC4 Comfort+overhead+control+panel	
	SE4 Lumbar+support,+co-driver's+seat	
	SE5 Lumbar+support,+driver's+seat	
	SK0 Comfort+head+restraint,+driver	
	SK1 Comfort+head+restraint,+co-driver	
C01PKG	Driver+Convenience+Package	\$449
	E46 12+V+power+outlet,+driver+seat+base	
	F64 Electrically+folding+exterior+mirrors	
	FJ1 Hinged+lid+for+storage+compartment	
	FJ5 Hinged+Lid+for+Storage+Compartments+left+and+right	
	FZ9 Keys,+two+additional+masters	
	JW8 Attention+Assist	
C02PKG	Premium+Package	\$805
	E3M MBUX+Multimedia+System+with+7+touchscreen	
	FM3 Wet+Wiper+System	
	JB4 Active+Lane+Keeping+Assist	
C0SPKG	Comfort+Package+(Seat+addition)	\$426
	SB1 Comfort+driver's+seat	
	SB2 Comfort+passenger+seat	
X11PKG	High+Performance+Air+Conditioning+Package	\$1,258
	HH4 Thermotronic+automatic+climate+control	
	HK4 Rear+air+conditioner,+heavyduty	
X7SPKG	Standard+Rear+Seats	
	U3S 3-seater+bench+in+rear,+3rd+row+(narrow)	
	U62 3-seater+bench+rear,+1st+row+(narrow)	
	UC3 3-seater+bench+rear,+2nd+row+(narrow)	
	UD7 4-seater+bench+in+rear,+4th+row	
054	CY X3/2	
804	CY+X3/1	
F61	Interior+rear+view+mirror	
JA7	Blind+Spot+Assist	\$504
JB6	Parking+Package+with+360+degree+camera	\$867
JF1	Rain+sensor	\$118
VF6	Artico+Man-Made+Leather+Black	\$481
W78	Heated+rear+window(s)+w/+washers/wipers	\$376
XM4	Acoustic+package	\$97
Z4X	Production+Charleston	
Z74	Bodyshell,+additional+measures+2	
Z75	Bodyshell,+additional+measures	
	SUBTOTAL	\$74,886
ZUFR	Delivery & Destination charge	\$2,295
	- TOTAL -	\$77,181

*Pricing is subject to change. Mercedes-Benz reserves the right to make changes without notification.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED:

MEETING DATE: February 19, 2024

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
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.1.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: The City of Pharr, owner, 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 3.4 acres, more or less, out of Lot 7, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is located at 4800 North Jackson Road. COZ#240103 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: The City of Pharr, owner, 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 medical facility.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property complies with the land use plan, meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on February 12, 2024. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/13/2024
Final Approval - 2/13/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 3.4 acres, more or less, out of Lot 7, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is located at 4800 North Jackson Road. COZ#240103

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:

The City of Pharr, owner, 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 medical facility.

The subject site is located on the east side of North Jackson Road, approximately 0.14 miles north of West Nolana Loop, with a physical address of 4800 North Jackson Road. The property is legally described as being 3.4 acres, more or less, out of Lot 7, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Jackson Road, a 120 ft. – 150 ft. principal arterial that runs north and south with a posted speed limit of 40 – 50 miles per hour or less, 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 to the north was rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) on May 15, 2023. The property to the east was zoned Agricultural and/or Open Space District (A-O) on October 13, 1989, upon annexation to the City of Pharr. The property to the south was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on June 07, 2011. The city limits lie to the west side of the property. 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 (C) is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and more 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.

Five (5) letters were mailed out to the surrounding property owners on February 2, 2024, and a legal notice was published in the Advance News Journal on January 31, 2024. Staff received one response for information only, to letter or public notice.

Development Services recommended **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property complies with the land use plan, meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on February 12, 2024. There were four members present and voting.

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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

The City of Pharr, owner
APPLICANT

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

4800 North Jackson Road
ADDRESS

General Business District (C)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

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

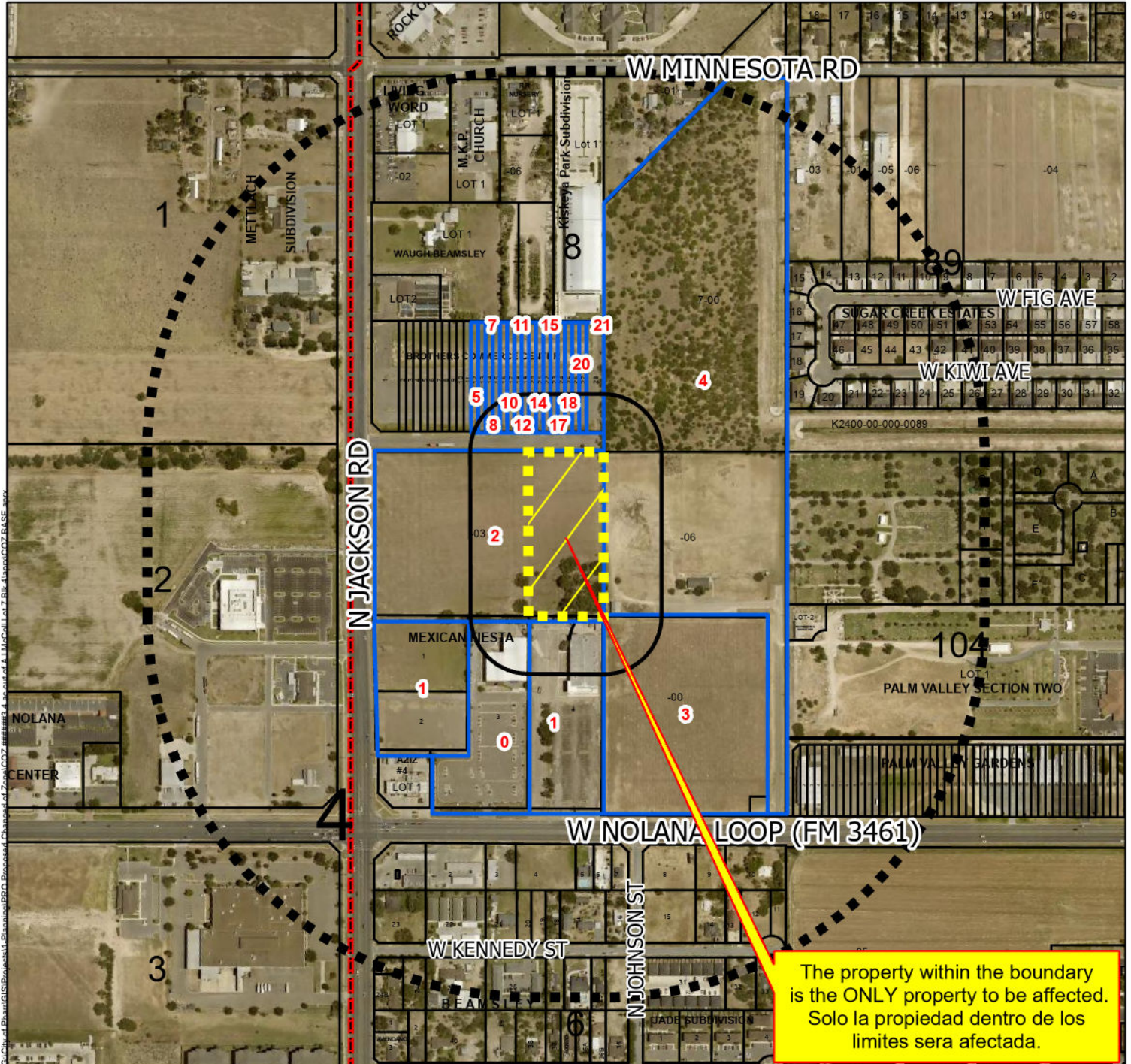
Laura Fonseca
PREPARED BY

February 1, 2024
DATE

Proposed Change of Zone
3.4 ac out of A.J. McColl Lot 7 Blk 4
The City of Pharr



AERIAL



Zoning

ZONE

- 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

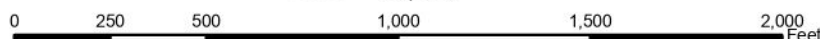
Future Land Use

FUTURELAND

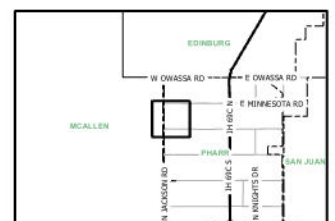
- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Quarter Mile Radius
- Subject Property
- 200 ft Radius
- Notified Properties

Scale: 1:6,000



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.



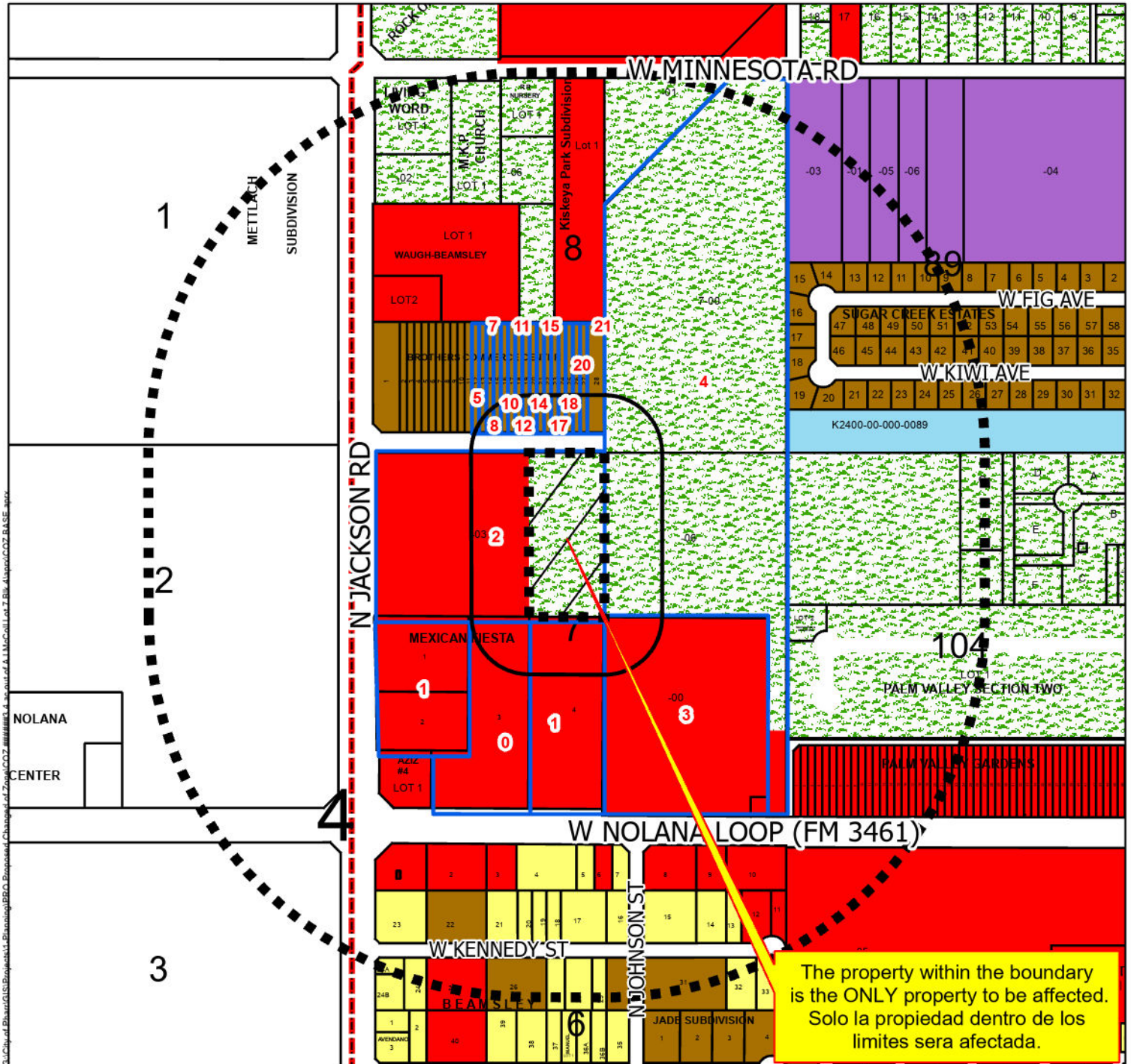
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 1/23/2024

Proposed Change of Zone
3.4 ac out of A.J. McColl Lot 7 Blk 4
The City of Pharr



ZONING



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

Zoning

ZONE

- 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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

Manufactured Homes

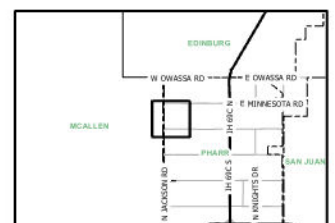
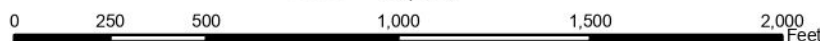
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Quarter Mile Radius
- Subject Property
- 200 ft Radius
- Notified Properties

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.

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 1/23/2024

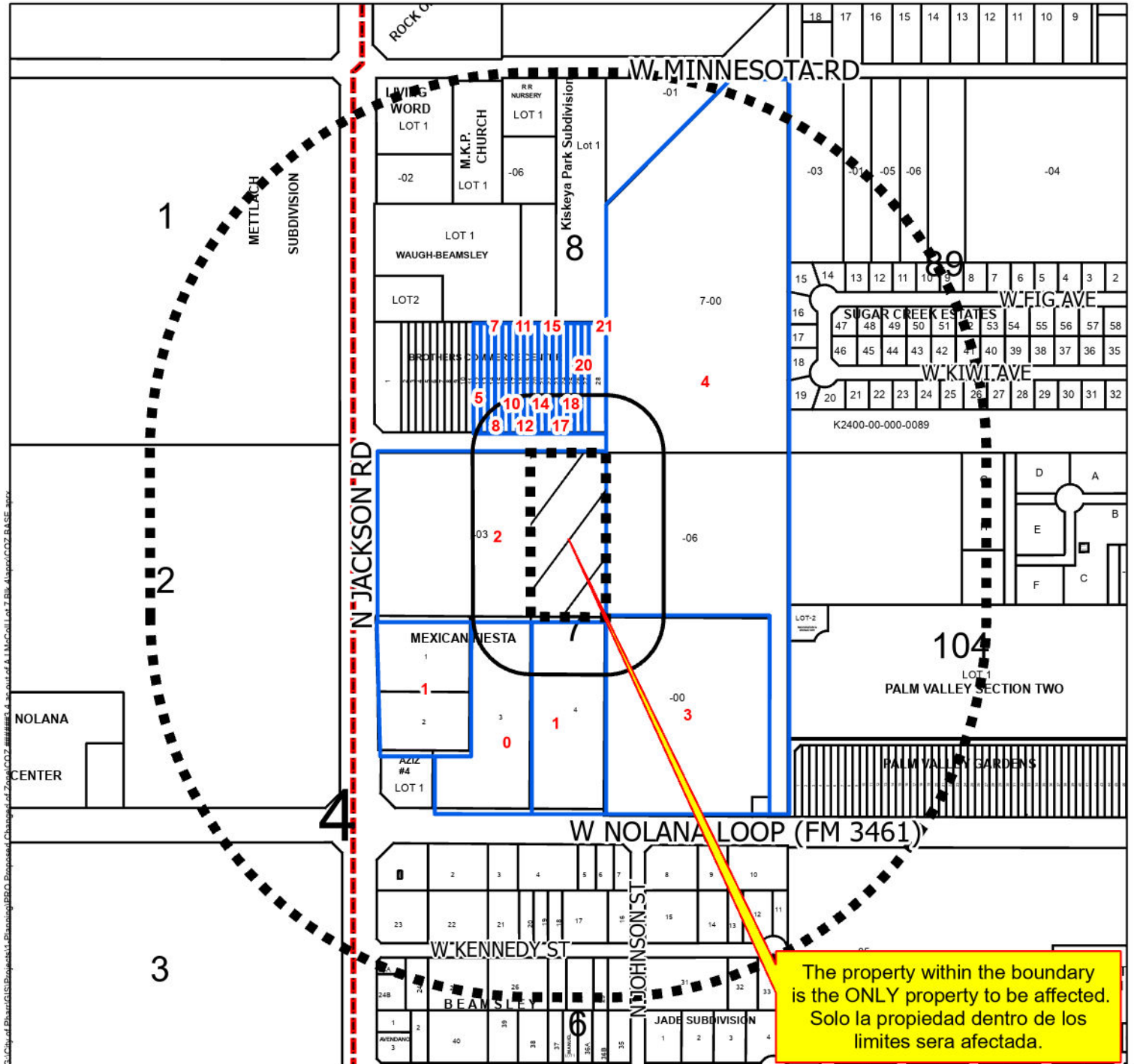
Scale: 1:6,000



Proposed Change of Zone
3.4 ac out of A.J. McColl Lot 7 Blk 4
The City of Pharr



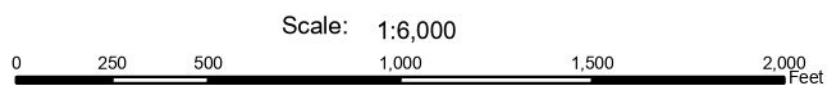
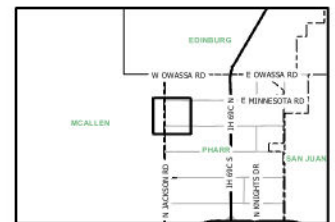
RADIUS



- | | | | |
|---------------------------------------|-------------------------|--------------------------|---------------------|
| Zoning | Rail Road R.O.W | Hidalgo ISD | Manufactured Homes |
| ZONE | Government Owned | Valley View ISD | Industrial |
| Agricultural Open Space | General Business | Planned Unit Development | Commercial |
| Single Family | Business District | Future Land Use | Public/Semi Public |
| Single Family Small Lot | Drainage Easement | FUTURELAND | ROW |
| Residential Multi-Family | Heavy Commercial | Irrigation | Parks |
| Residential Multi-Family High Density | Heavy Industrial | Agriculture | Quarter Mile Radius |
| Mobile Home | Limited Industrial | Single Family Res. | Subject Property |
| Townhouse | Neighborhood Commercial | Multi-Family Res. | 200 ft Radius |
| HUD Code | Office Professional | | Notified Properties |
| | PSJA ISD | | |

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

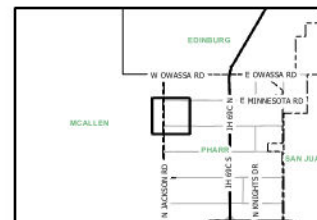
All Information displayed on this map is subject
to verification by field survey or by the agency
responsible for maintaining the information.
This map is intended for general information only.



FUTURE LAND USE



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



A horizontal scale bar with markings at 0, 250, 500, 1,000, 1,500, and 2,000 feet.



Pharr
Development Services



Site Photo
4800 N Jackson Avenue





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.2.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Cross Development CC Pharr, LLC., representing Heavy Investments, LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.09 acres, more or less, out of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is located at 1400 East Ferguson Avenue. COZ#240101 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Cross Development CC Pharr, LLC., representing Heavy Investments, LTD., owner, 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 an automobile repair shop.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request 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 will be compatible with the surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on February 12, 2024. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez

Created/Initiated - 2/13/2024
Approved - 2/13/2024

City Management Office

Final Approval - 2/13/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 2.09 acres, more or less, out of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is located at 1400 East Ferguson Avenue. COZ#240101

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:

Cross Development CC Pharr, LLC., representing Heavy Investments, LTD., owner, 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 an automobile repair shop.

The subject site is located on the south side of East Ferguson Avenue, approximately 0.08 miles west of North Veterans Boulevard, with a physical address of 1400 East Ferguson Avenue. The property is legally described as being 2.09 acres, more or less, out of Lots 13 and 14, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Ferguson Avenue, a 120 ft. – 150 ft. principal arterial that runs east and west with a posted speed limit of 40 – 50 miles per hour or less, as identified in the City of Pharr's Thoroughfare Plan.

The property and the property to the west, were zoned Agricultural and/or Open Space District (A-O) upon adoption of comprehensive zoning in 1982. The property to the north was zoned General Business District (C) upon adoption of comprehensive zoning in 1982. A portion of the property to the east was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on February 20, 2017. The remaining portion to the east was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on January 20, 2020. The property to the south was zoned Single-Family Residential District (R-1) upon annexation on October 19, 1982. There have been no other rezoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial and residential use in the Land Use Plan. However, the rezoning request is compatible with surrounding zoning.

The General Business District (C) 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.

Sixteen (16) letters were mailed out to the surrounding property owners on January 26, 2024, and a legal notice was published in the Advance News Journal on January 24, 2024. Staff received two (2) responses for information only, to letters or public notice.

Development Service recommended **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 will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on February 12, 2024. There were four members present and voting.

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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Cross Development CC Pharr, LLC., representing
Heavy Investments, LTD., owner

APPLICANT

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

CURRENT ZONE

1400 East Ferguson Avenue

ADDRESS

General Business District (C)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

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 will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner II

PREPARED BY

February 1, 2024

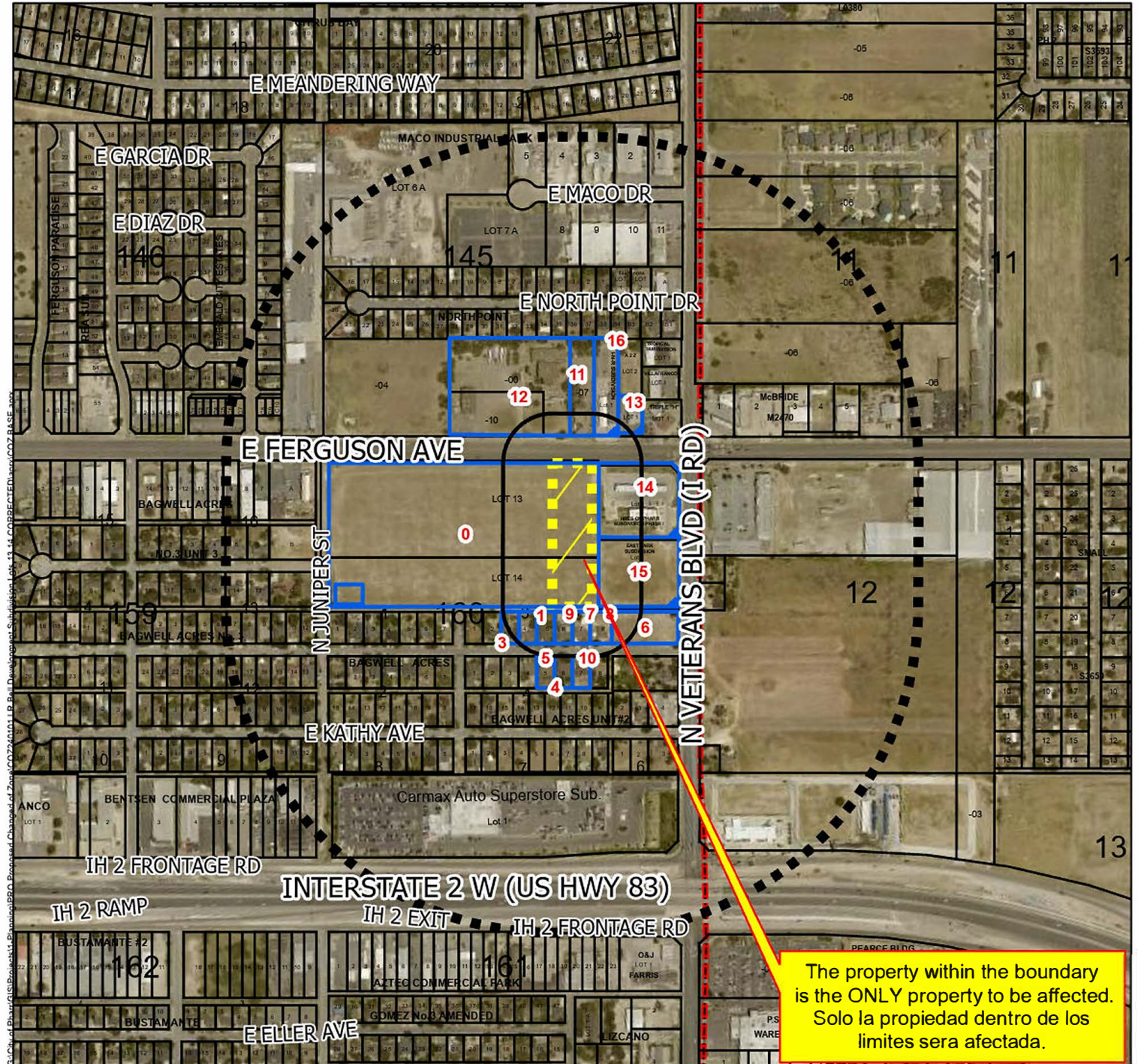
DATE

Proposed Change of Zone
being 2.09 acres, more or less, out of Lots 13 and 14, L. R.
Bell Development "E" Subdivision

Heavy Investments LTD



Aerial



Zoning

ZONE

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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

Manufactured Homes

- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

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.

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 1/18/2024

Scale: 1:7,000

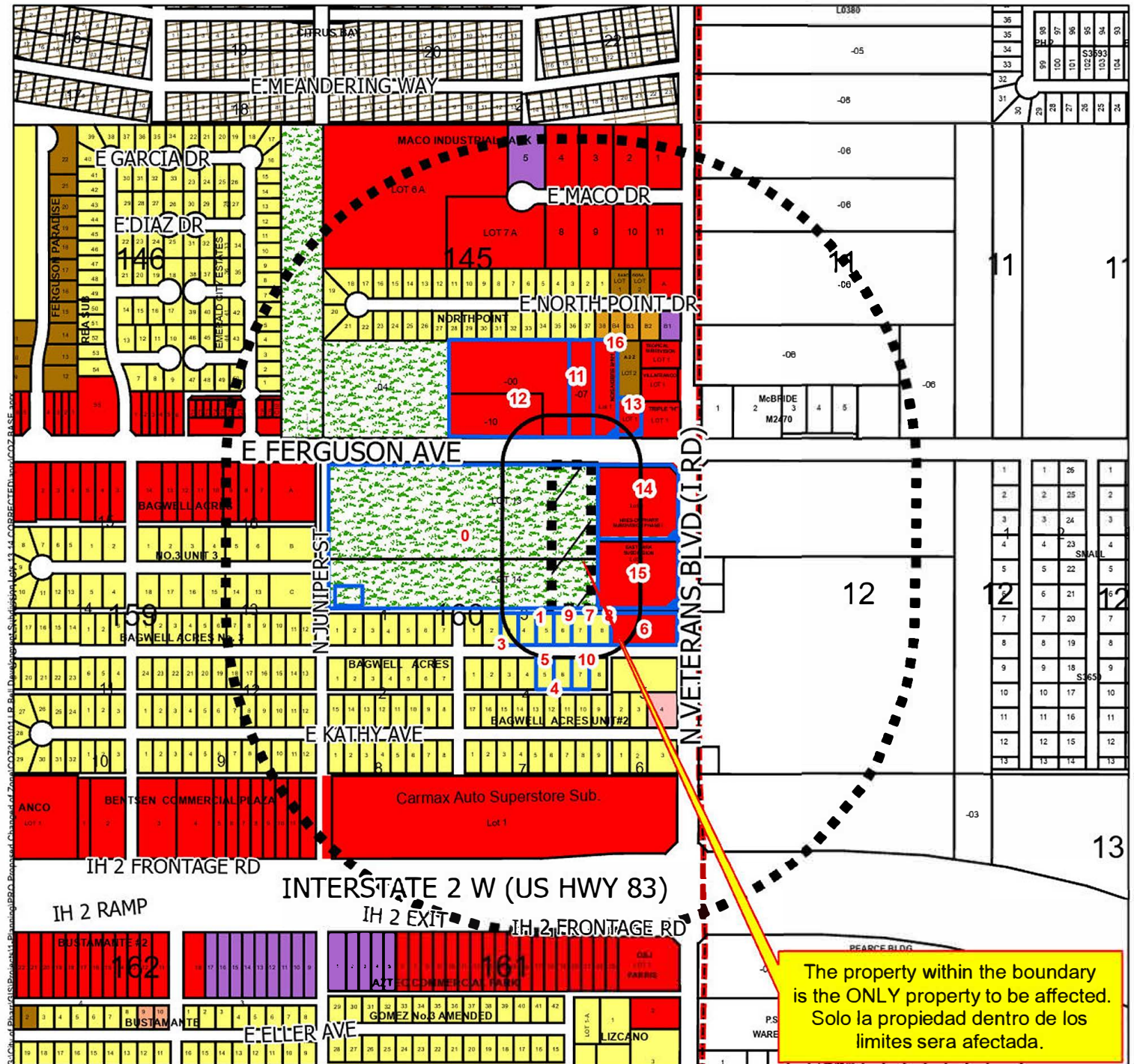
0 290 580 1,160 1,740 2,320 Feet



Proposed Change of Zone
being 2.09 acres, more or less, out of Lots 13 and 14, L. R.
Bell Development "E" Subdivision

Heavy Investments LTD

ZONING



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

Zoning

ZONE

- 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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 1/18/2024

Scale: 1:7,000

0 290 580 1,160 1,740 2,320 Feet

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

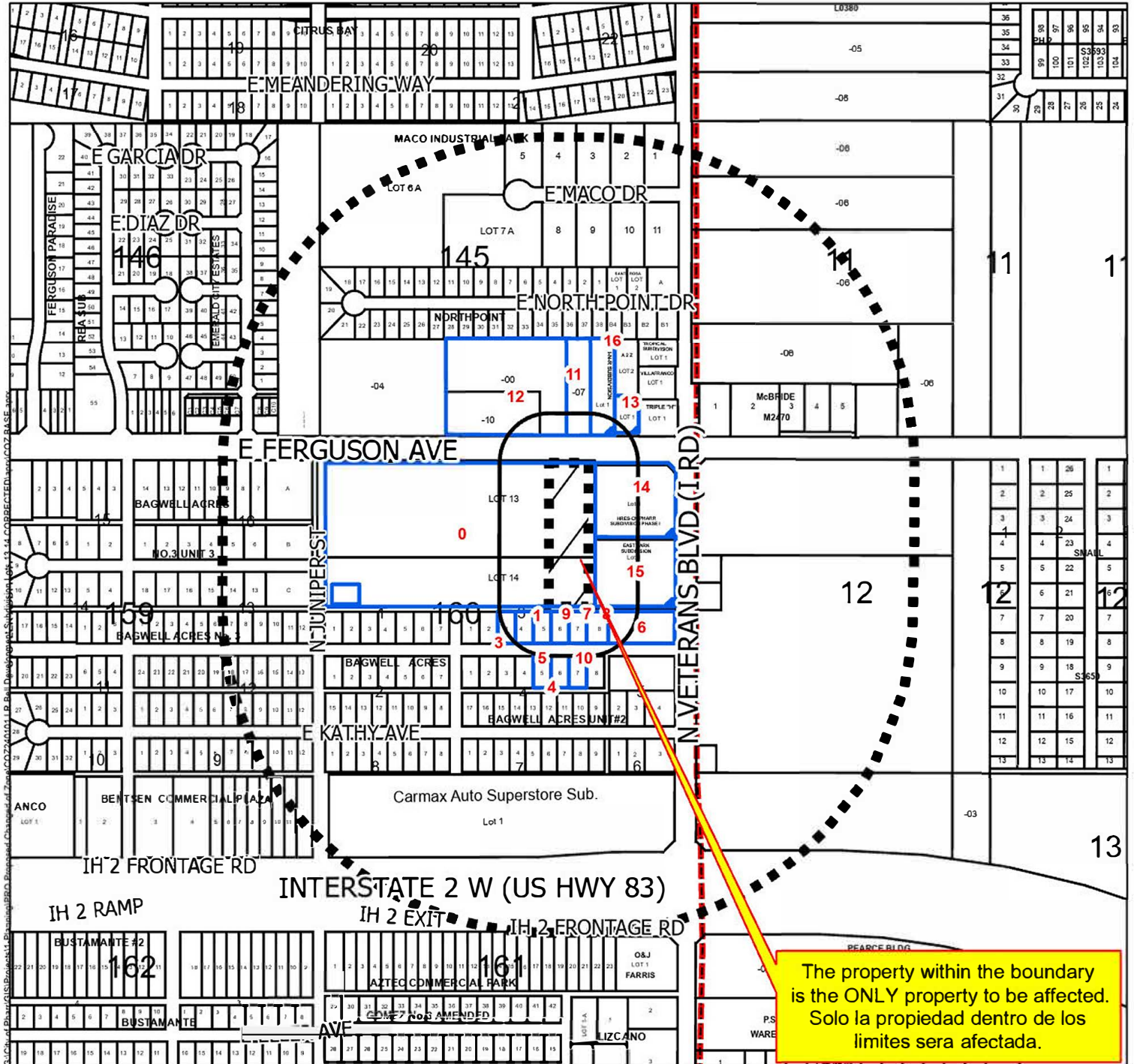


Proposed Change of Zone
being 2.09 acres, more or less, out of Lots 13 and 14, L. R.
Bell Development "E" Subdivision



Heavy Investments LTD

RADIUS



Zoning

ZONE

- 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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
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- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 1/18/2024

Scale: 1:7,000

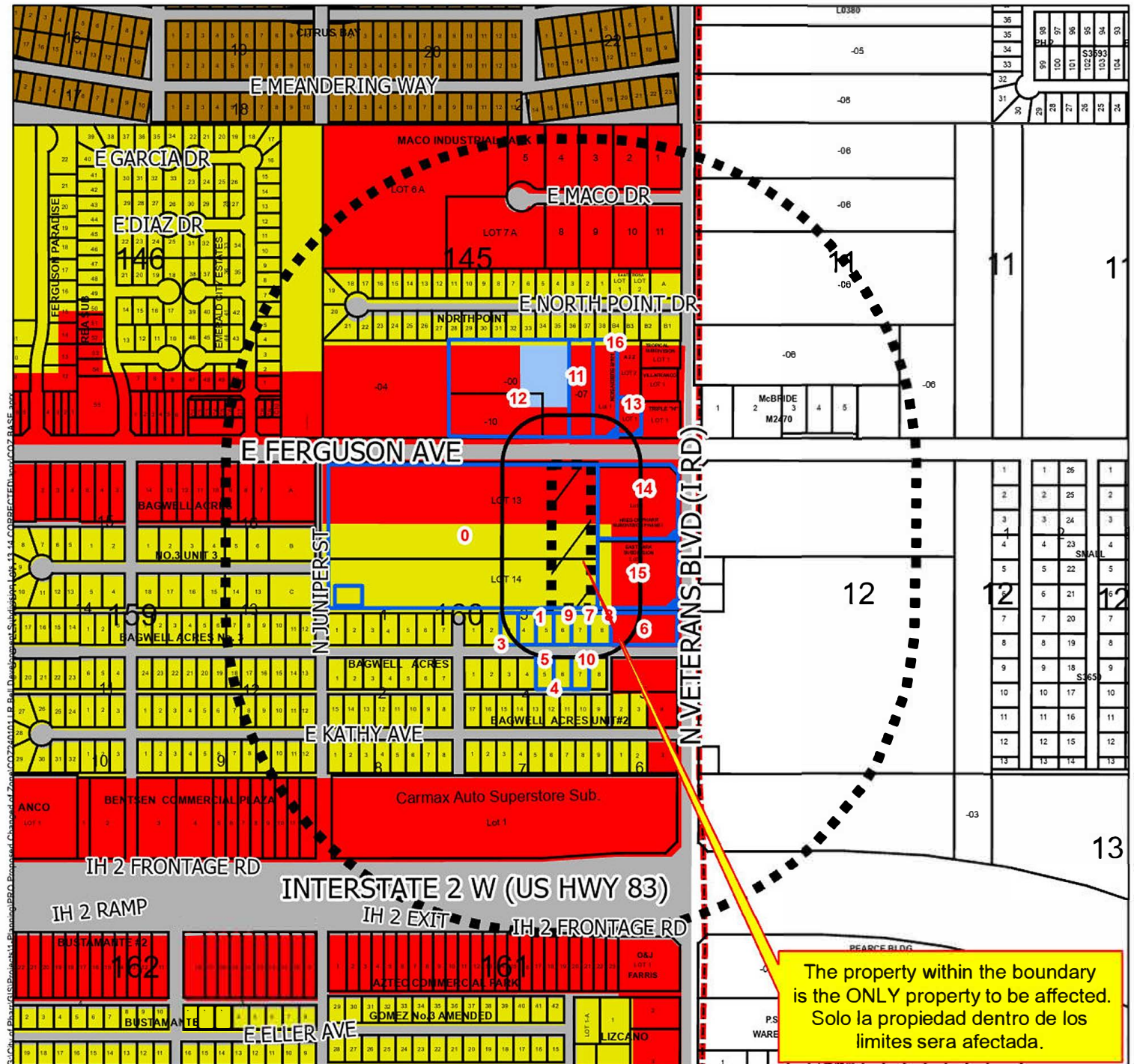
0 290 580 1,160 1,740 2,320 Feet

Proposed Change of Zone
being 2.09 acres, more or less, out of Lots 13 and 14, L.. R.
Bell Development "E" Subdivision



Heavy Investments LTD

FUTURE LAND USE



- Zoning**
- ZONE**
- 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
- Future Land Use**
- FUTURELAND**
- Irrigation
 - Agriculture
 - Single Family Res.
 - Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
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- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

City of Pharr, Texas
Engineering Department
956.402.4242

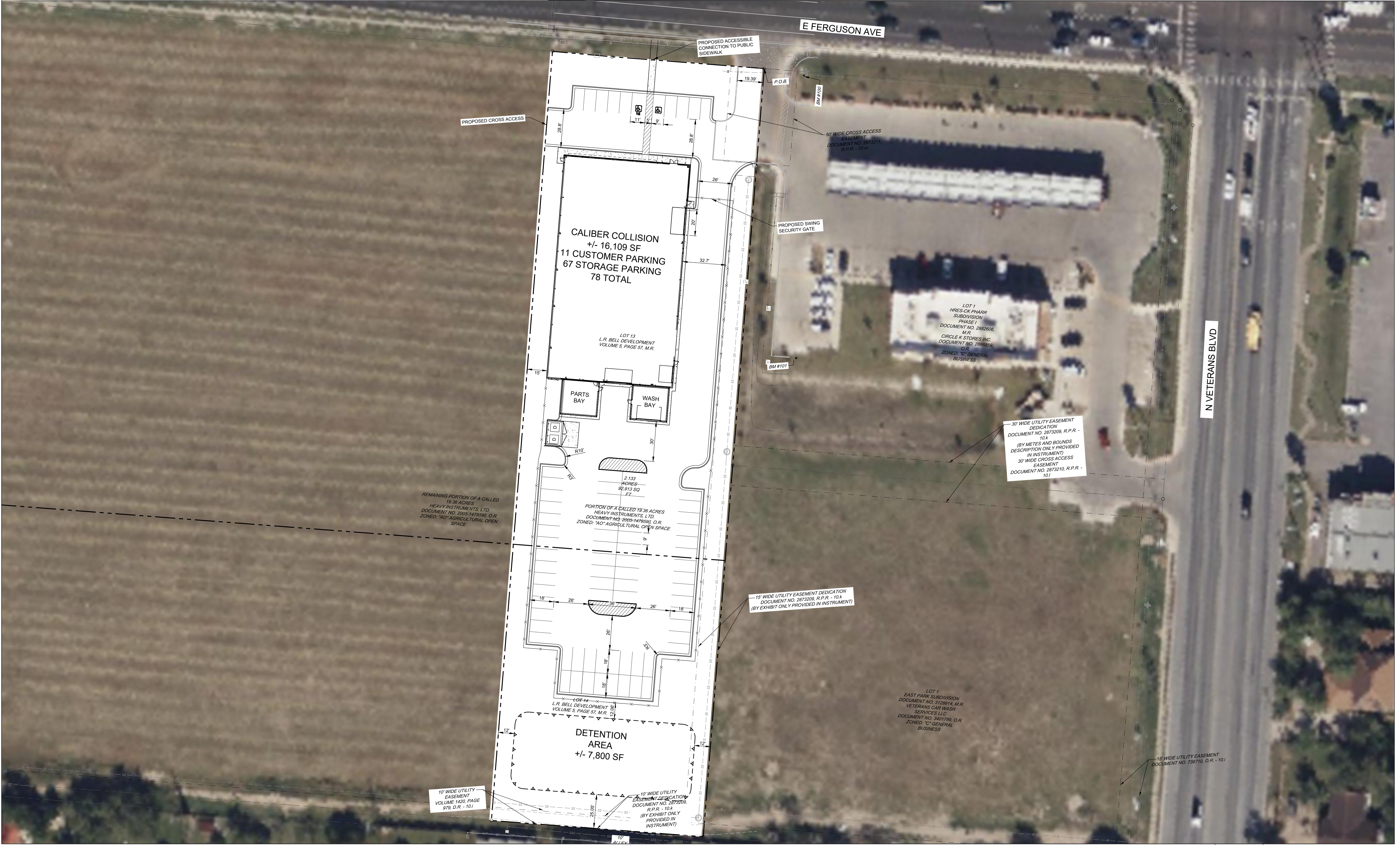
Scale: 1:7,000



Date: 1/18/2024

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.





CALIBER COLLISION
EAST FERGUSON AVE, HIDALGO COUNTY, PHARR, TX 78577
CONCEPT 1



Pharr
Development Services



Site Photo
1400 East Ferguson Avenue





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.3.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Diana L. Bojorquez De Robles, DBA Royal Garden, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.21 acres, more or less, out of Lots 12 and 13, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 213 East Ferguson Avenue, Suite C. CUP#240101 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Diana L. Bojorquez De Robles, DBA Royal Garden, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of February 12, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 2/13/2024

Ricardo Rodriguez
City Management Office

Approved - 2/13/2024
Final Approval - 2/13/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#240101 (Diana L. Bojorquez-Robles, DBA Royal Garden)
--

GENERAL INFORMATION:

APPLICANT: Diana L. Bojorquez De Robles, DBA Royal Garden, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being 0.21 acres, more or less, out of Lots 12 and 13, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 213 East Ferguson Avenue, Suite C.

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

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

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Twenty (20) surrounding property owners were notified of the request by letter on January 26, 2024, and a legal notice was published in the Advance News Journal on January 24, 2024. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of February 12, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were four members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

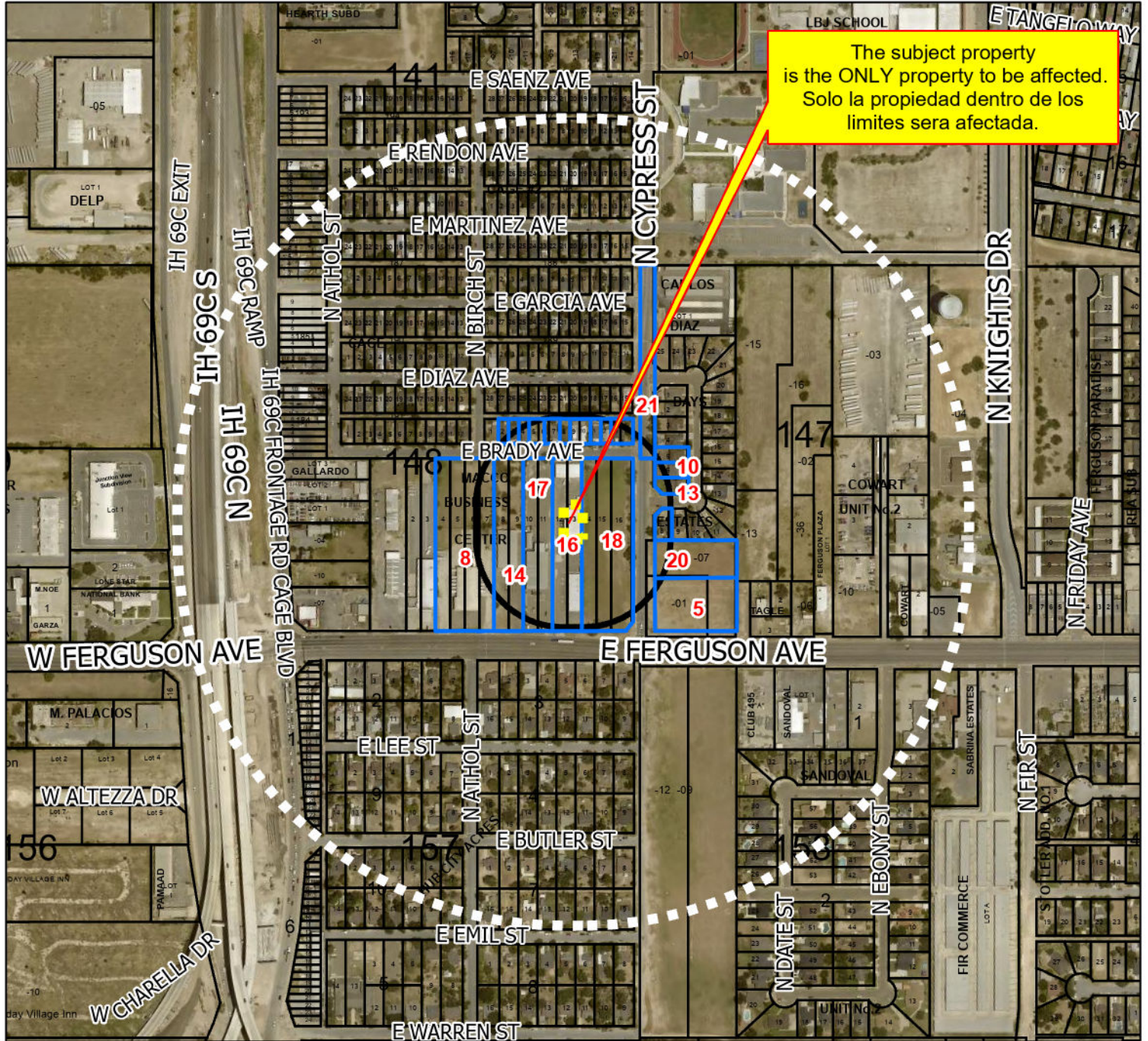
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.

8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

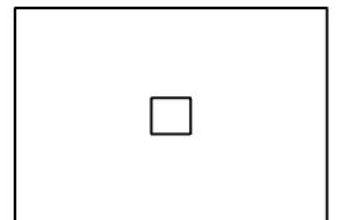
AERIAL

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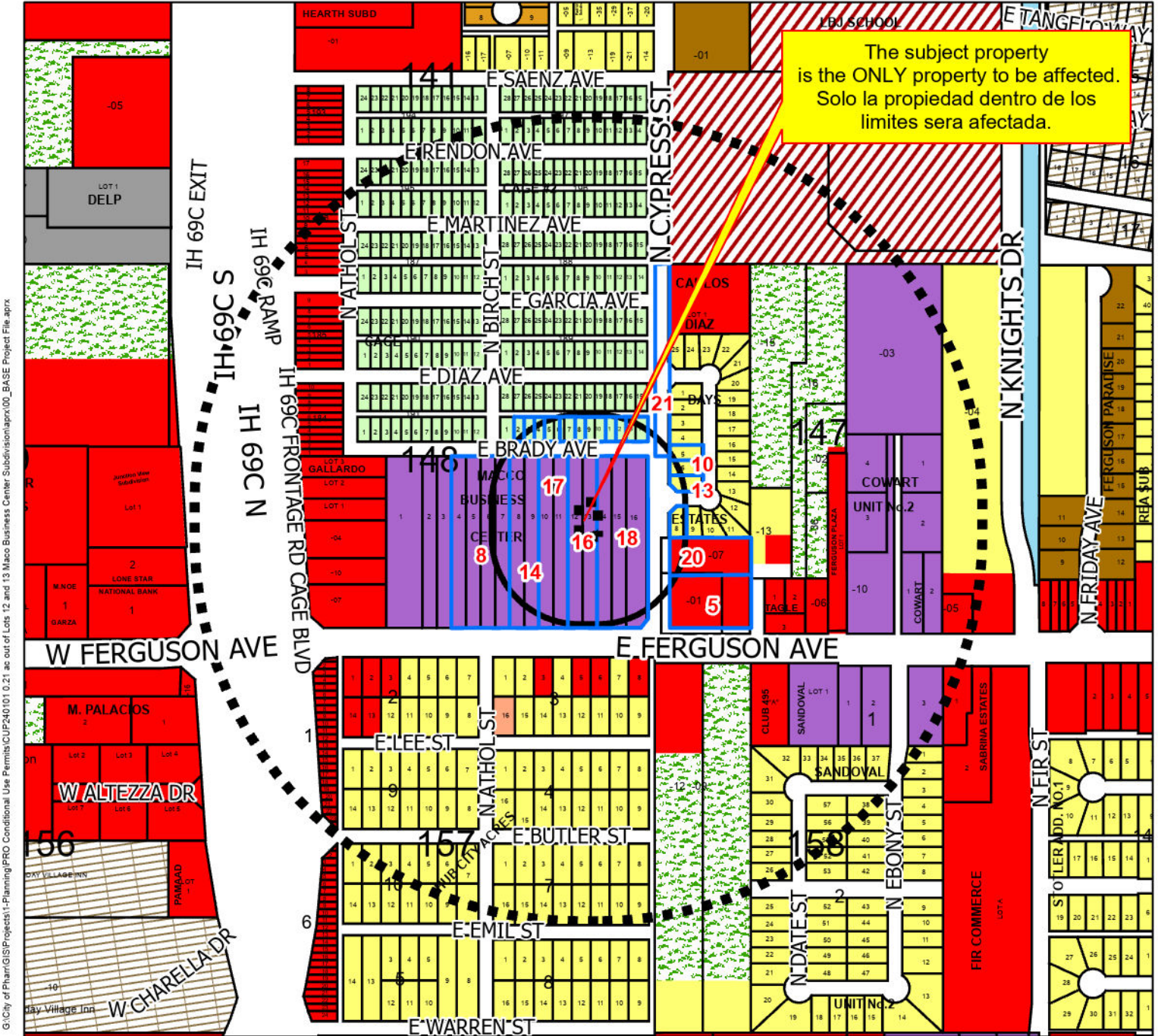


- | | | | |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial | Notified Properties |
| Single Family | Government Owned | Office Professional | 300 ft. Notification Buffer |
| Single Family Small Lot | General Business | PSJA ISD | Subject Property |
| Residential Multi-Family | Business District | Hidalgo ISD | Quarter Mile Radius |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD | |
| Mobile Home | Heavy Commercial | Planned Unit Development | |
| Townhouse | Heavy Industrial | | |
| HUD Code | Limited Industrial | | |

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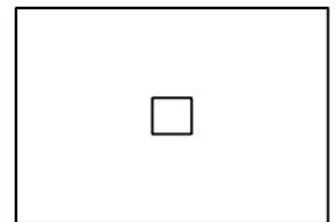


ZONING



- | | | | |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial | Notified Properties |
| Single Family | Government Owned | Office Professional | 300 ft. Notification Buffer |
| Single Family Small Lot | General Business | PSJA ISD | Subject Property |
| Residential Multi-Family | Business District | Hidalgo ISD | Quarter Mile Radius |
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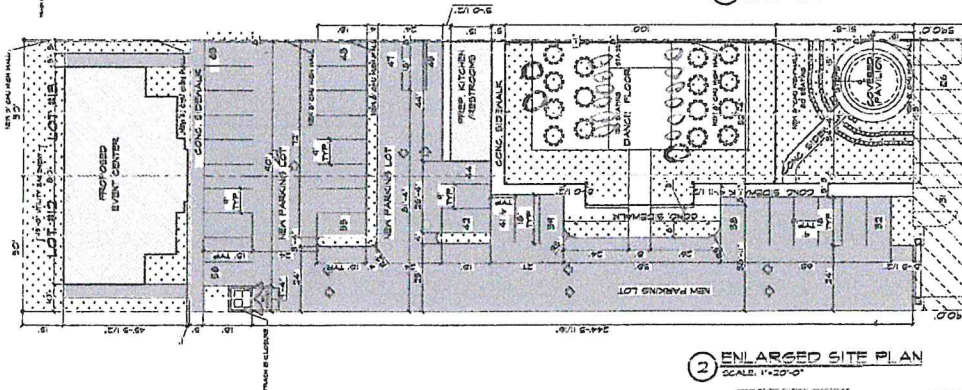
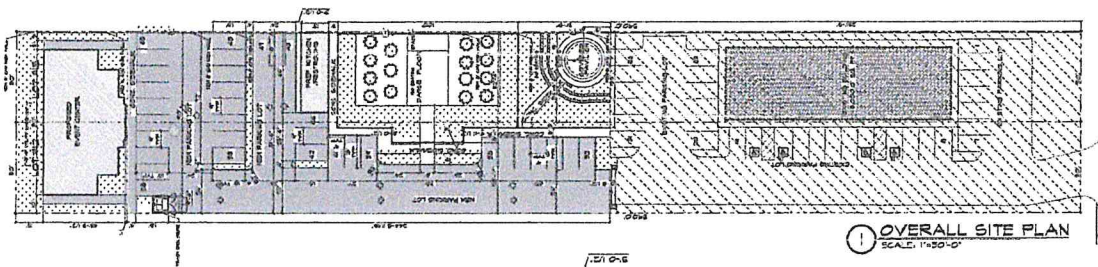


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ROYAL GARDEN

300 GUEST

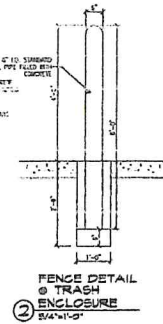
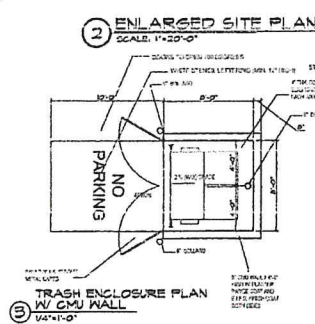


LEGAL DESCRIPTION	
LOT	0.0
SUBDIVISION	HARDY SQUARE CENTER
CITY	PHASE 1A



SITE LEGEND	
BRASS	
EXISTING AREA	

TOTAL PARKING LOT: 14,709 SQ. FT.
TOTAL SIDEWALK: 234 SQ. FT.
TOTAL HAND CAP PARKING SPACES: 4
TOTAL PARKING SPACES: 69



PROJECT: <i>Regency Event Center</i>	
DATE: 10-19-17	PLAN: #0237-17
2404 S. EXPRESSWAY SUITE #1 HARLINGEN, TX 78532 OFFICE PHONE: (956) 425-7710 FAX: (956) 425-7711	
DISTINCTIVE DRAFTING & DESIGN L.L.C.	
DISTINCTIVE DRAFTING & DESIGN HEREBY RESERVES ITS COMMON COPYRIGHT LAW & OTHER PROPERTY RIGHTS IN THESE PLANS & DESIGNS. NO PART OF THESE PLANS OR DESIGNS MAY BE REPRODUCED, COPIED, OR IN ANY MANNER WHATSOEVER, WITHOUT THE WRITTEN PERMISSION OF DISTINCTIVE DRAFTING & DESIGN. DISTINCTIVE DRAFTING & DESIGN TAKES NO RESPONSIBILITY FOR THE CONSTRUCTION OF THE RESIDENCE OR BUILDING.	
SHEET	
C-1	



Pharr
Development Services



Site Photo
213 East Ferguson Avenue





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.4.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.3 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite M. CUP#191272 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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 General Business District (C) 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:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/13/2024
Final Approval - 2/13/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

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

GENERAL INFORMATION:

APPLICANT: Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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

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

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 19, 2024

Conditional Use Permit **Renewal** for ABC –

Seoul Asian Market

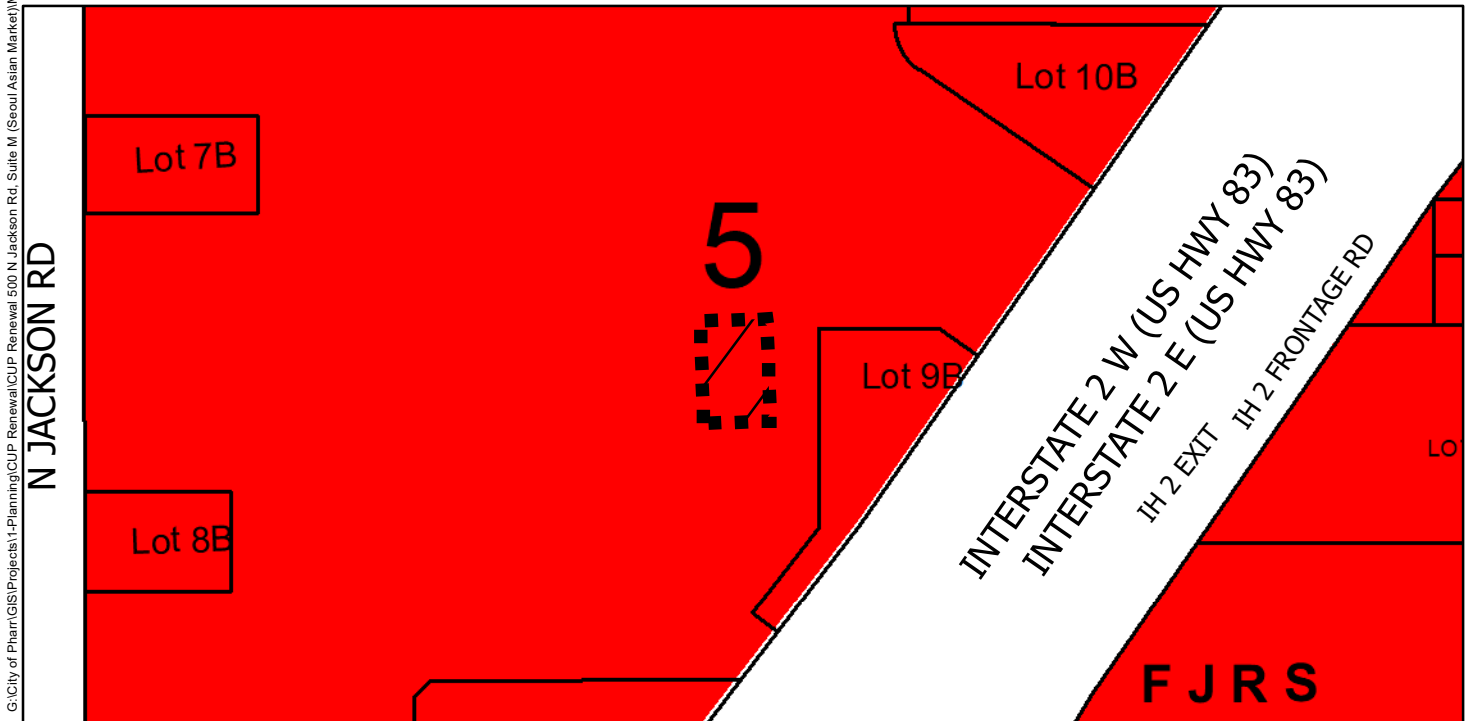
Background:

Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 4th renewal for Seoul Asian Market.

The property's physical address is 500 North Jackson Road, Suite M. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all city ordinances and City Departments 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 | Subject Property |
| Mobile Home | Business District | Office Professional | |

Scale: 1 inch = 200 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.5.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being a 1.27 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1901 West Interstate Highway 2. CUP#170846
This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/14/2024
Final Approval - 2/15/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170846 (TOPGOLF USA PHARR, LLC)
--

GENERAL INFORMATION:

APPLICANT: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 1.27 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1901 West Interstate Highway 2.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, east and southwest portion of the property and City of Pharr limits lie to the northwest portion of the property. 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:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 19, 2024

Conditional Use Permit for **Renewal** for ABC –

Topgolf USA Pharr, LLC

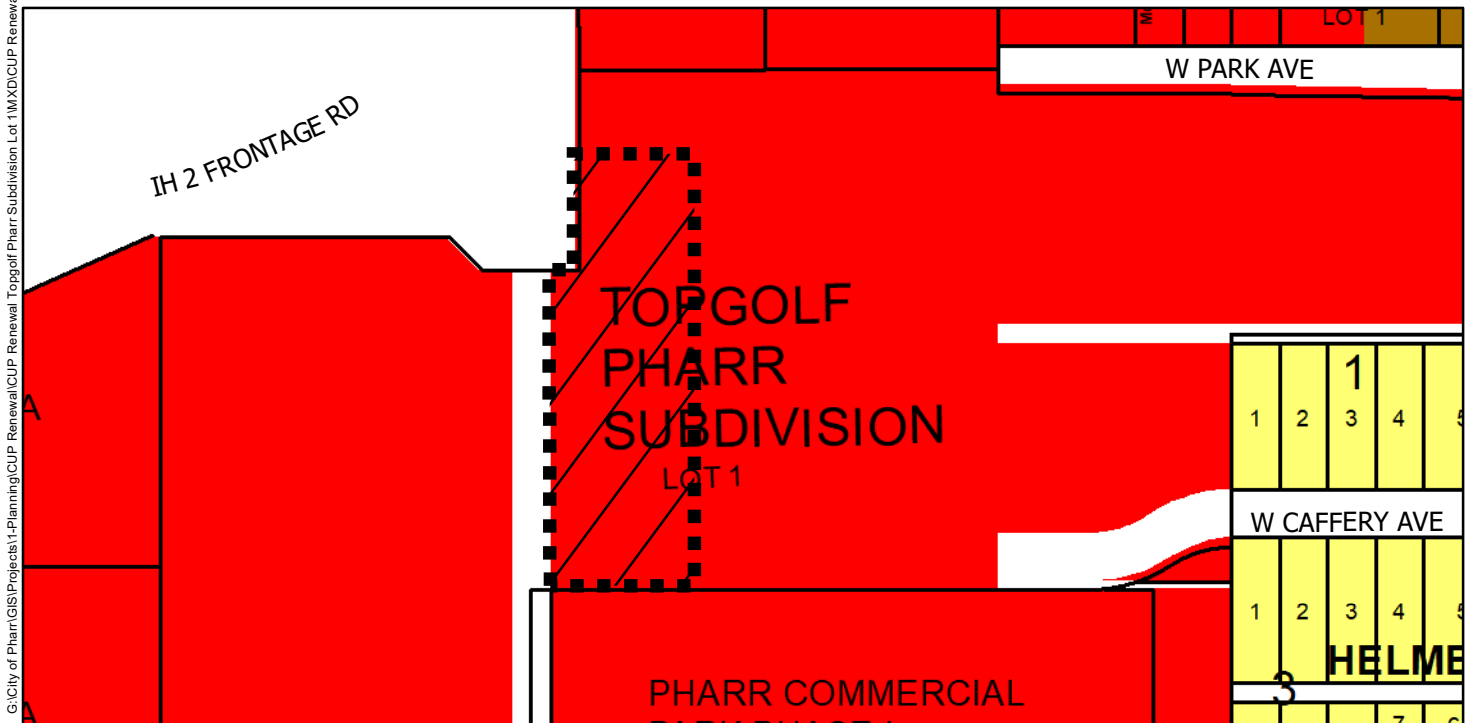
Background:

Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Topgolf USA Pharr, LLC.

The property is located at 1901 West Interstate Highway 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.6.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1501 South Cage Boulevard, Suite A. CUP#211065 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Sr. Cruda Ceviche and Micheladas, LLC., requesting renewal of Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/14/2024
Final Approval - 2/15/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#211065 (SR. CRUDA CEVICHE AND MICHELADAS, LLC.)

GENERAL INFORMATION:

APPLICANT: Sr. Cruda Ceviche and Micheladas, LLC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1501 South Cage Boulevard, Suite A.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and west and the property to the east is Residential Multi-Family High Density District (R-MFHD). This area is generally designated for Commercial Use in the Land Use Plan.

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

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

January 19, 2024

Conditional Use Permit **Renewal** for ABC – Sr. Cruda Ceviche & Micheladas, LLC

Background:

Sr. Cruda Ceviche & Micheladas, LLC 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 Sr. Cruda Ceviche & Micheladas, LLC.

The property is located at 1501 South Cage Boulevard Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

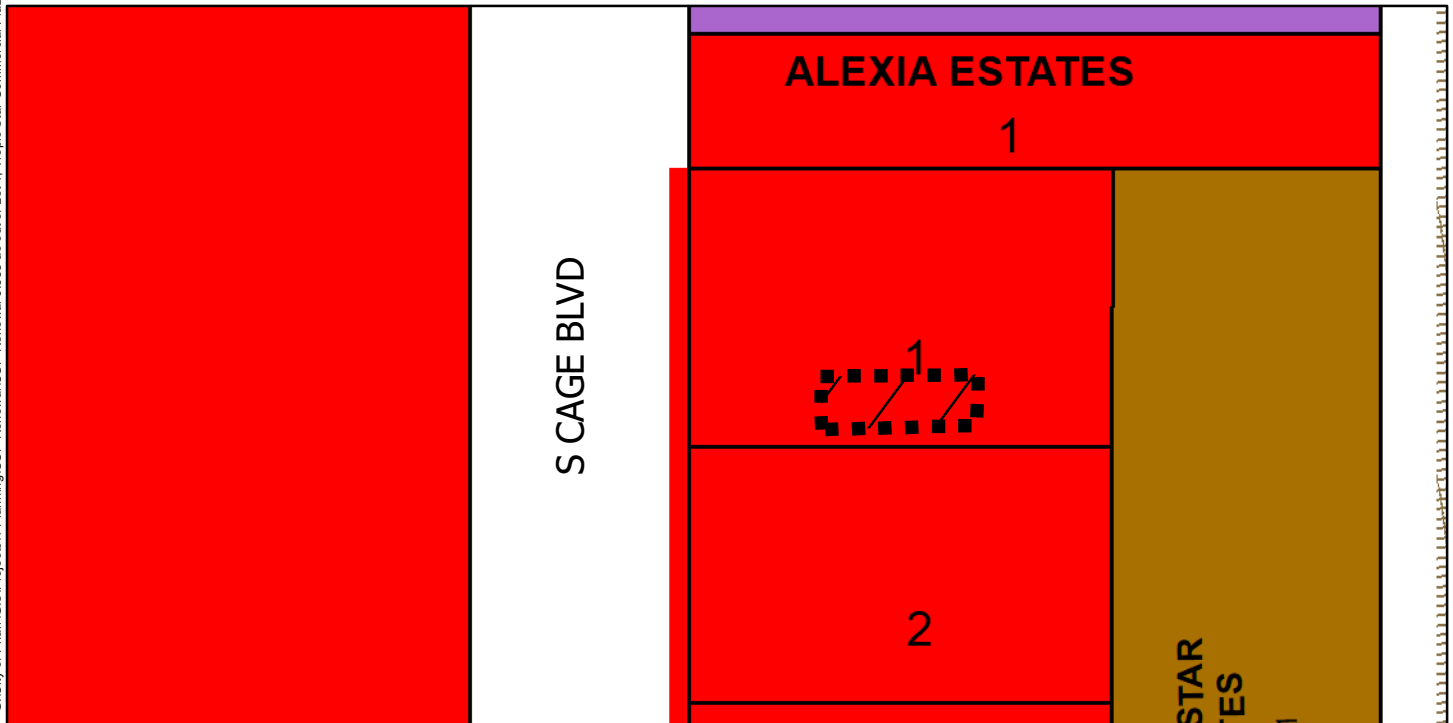
Recommendations:

Staff recommends **approval** of the 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.

Conditional Use Permit Renewal
 0.035 ac, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision
 SR Cruda Ceviche & Micheladas/ Heriberto Villarreal



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal 0.035 ac out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision\MXDCUP Renewal 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 | |

Scale: 1 inch = 100 feet

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 1/30/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.7.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1300 East Business Highway 83, Suite 6.CUP#201258
This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/14/2024
Final Approval - 2/15/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#201258 (MUELLE 37)
--

GENERAL INFORMATION:

APPLICANT: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1300 East Business Highway 83, Suite 6.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Heavy Industrial District (H-I) to the north, General Business District (C) to the west, Single-Family Residential District (R-1) and Neighborhood Commercial District (N-C) to the south and City of Pharr limits lie to the east. This area is generally designated for commercial use in the Land Use Plan.

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

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: 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 to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 19, 2024

Conditional Use Permit **Renewal** for ABC - Mariscos El Muelle, LLC, d/b/a Muelle 37

Background:

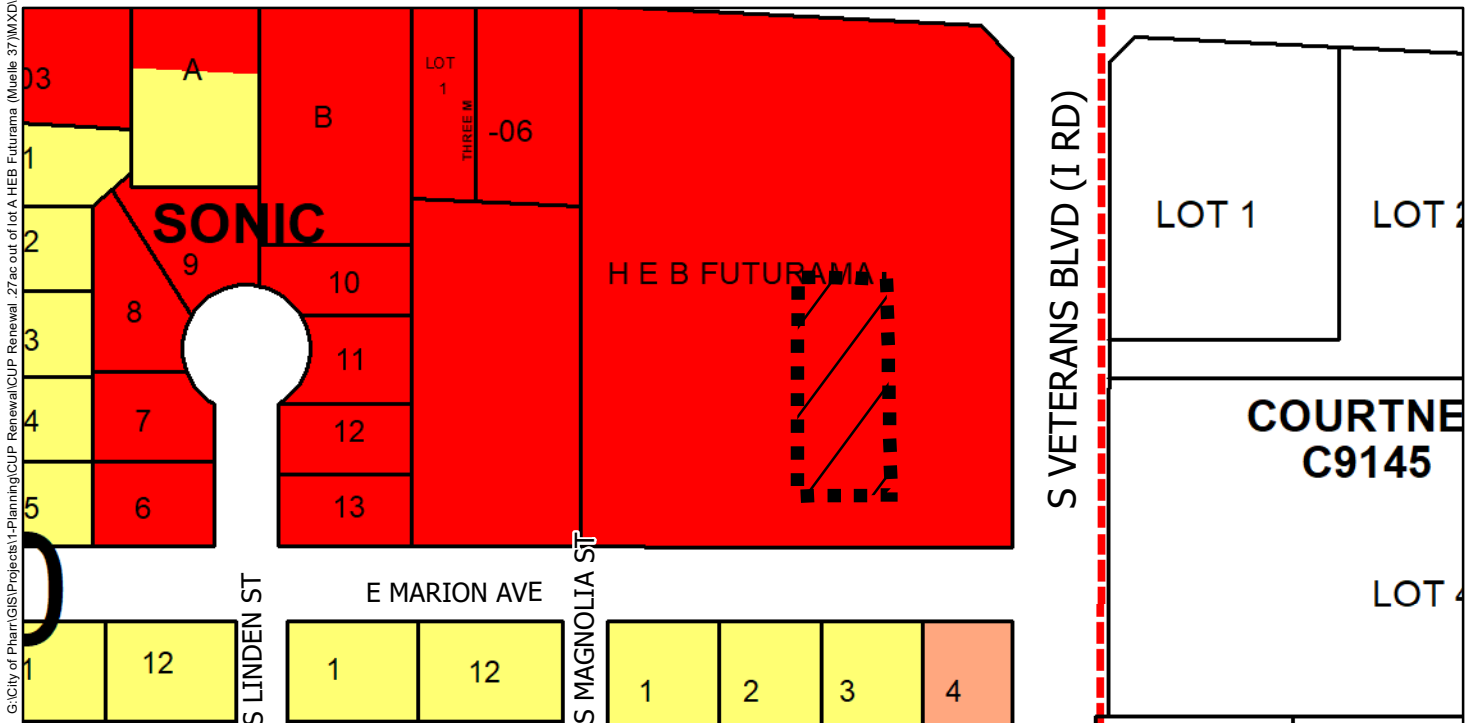
Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Muelle 37.

The property is located at 1300 East Business Highway 83, Suite 6. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

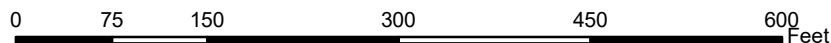
Conditional Use Permit Renewal
0.28 ac out of Lot A HEB Futurama
Subdivision Muelle 37 / Mariscos El Muelle
LLC



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 = 150 feet



Date: 1/15/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.8.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. CUP#160633 **This item supports EV - Economic Vitality.**

Classification: Regular

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

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

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 General Business District (C) subject to 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:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/14/2024
Final Approval - 2/15/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

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

GENERAL INFORMATION:

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

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

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

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 19, 2024

Conditional Use Permit Renewal for ABC –

Bar B Cutie Smokehouse

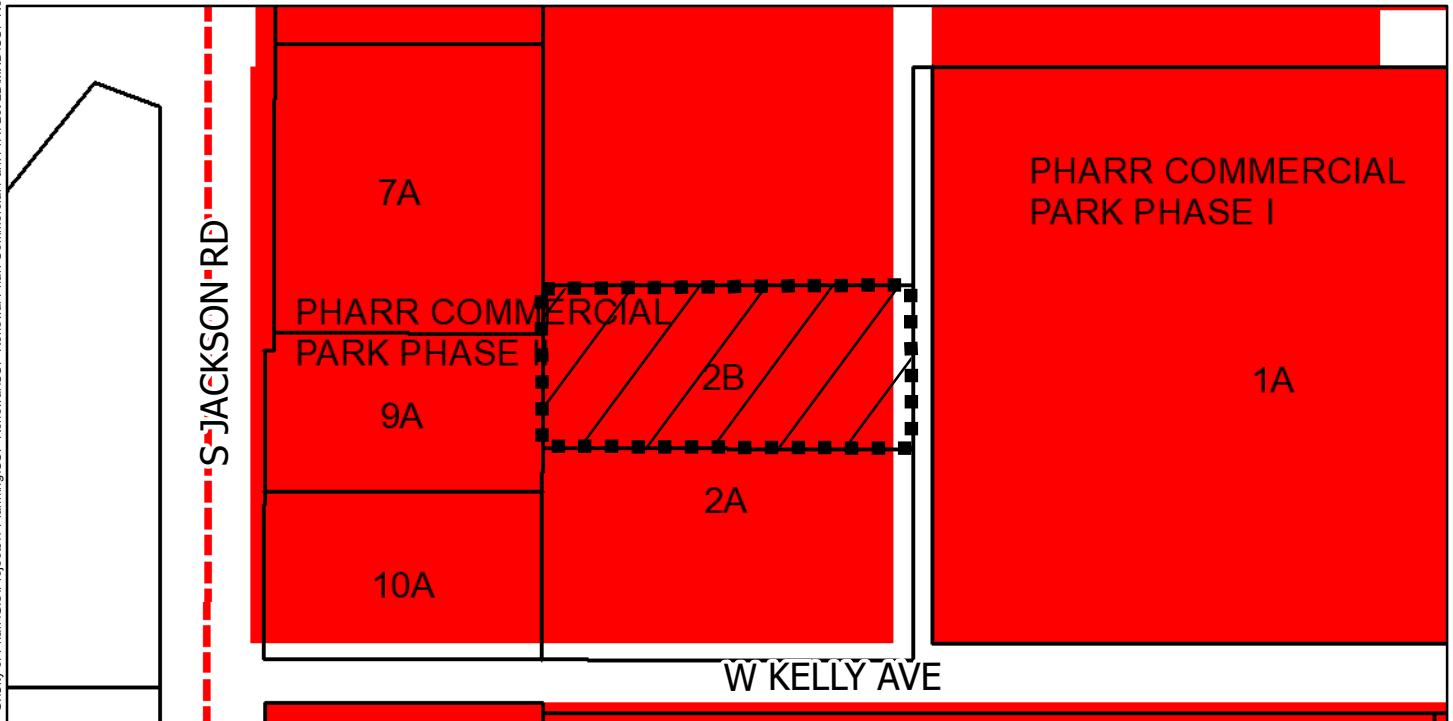
Background:

O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Bar B Cutie Smokehouse.

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

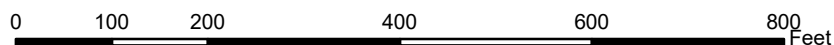
Recommendations:

Staff recommends **approval** of the 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.



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

Scale: 1 inch = 200 feet



Date: 1/17/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.9.

DATE SUBMITTED: February 14, 2024

MEETING DATE: February 19, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. CUP#161155 **This item supports EV - Economic Vitality.**

Classification: Regular

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

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

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 Heavy-Commercial District (H-C) 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:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/14/2024
Approved - 2/14/2024
Final Approval - 2/15/2024



MEMORANDUM

DATE: MONDAY, FEBRUARY 19, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

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

GENERAL INFORMATION:

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

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

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

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

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

FIRE MARSHAL: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 19, 2024

Conditional Use Permit **Renewal** for ABC –

Regency Hall

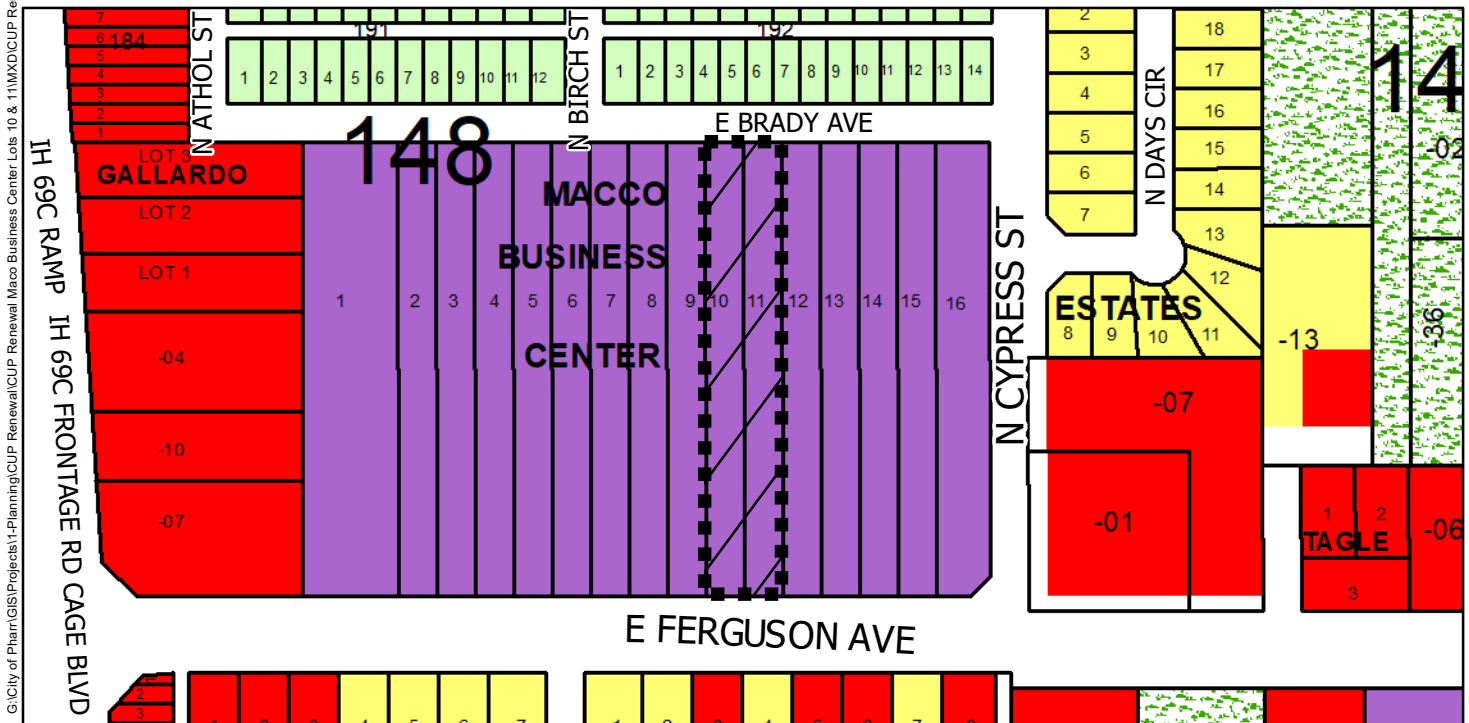
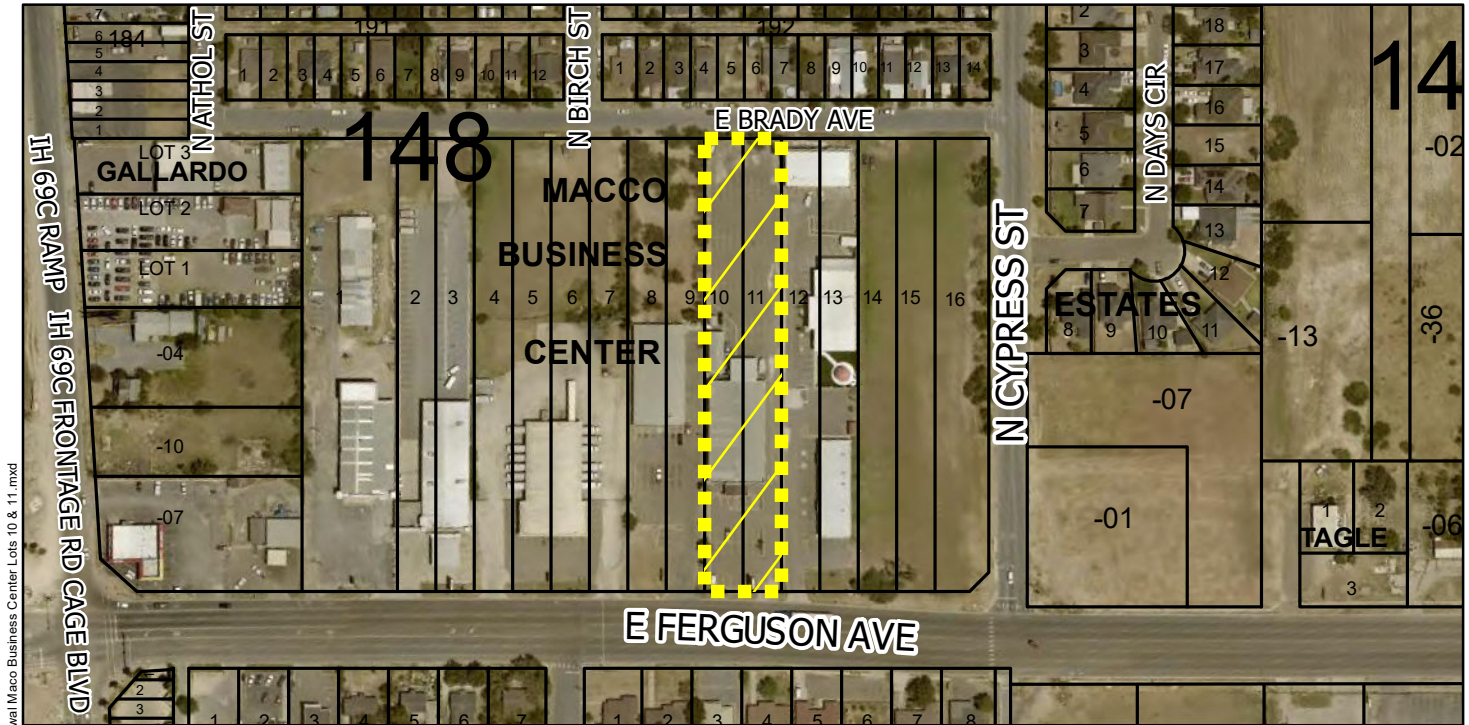
Background:

Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 8th renewal for Regency Hall.

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

Recommendations:

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



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

Scale: 1 inch = 250 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 16, 2024

MEETING DATE: February 19, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Ordinance approving the extension of the boundaries of Tax Increment Reinvestment Zone (TIRZ) #2. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr desires to extend the boundaries of TIRZ #2 by adding land depicted on Exhibit B attached to the Ordinance.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/16/2024

New -

ORDINANCE NO. O-2024-____

AN ORDINANCE APPROVING THE EXPANSION OF THE BOUNDARIES OF REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS; AMENDING THE REINVESTMENT ZONE PROJECT AND FINANCING PLAN; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING

WHEREAS, pursuant to Ordinance No. O-2015-52, O-2015-57, O-2016-15, 2016-29 and O-2016-31 adopted by the Board of Commissioners of the CITY OF PHARR, TEXAS (the “**City**”) on February 17, 2015, December 8, 2015, April 18, 2016, July 22, 2016, and August 23, 2016 respectively, the City approved the creation and enlargement of Reinvestment Zone Number 2, City of Pharr, Texas (“**TIRZ #2**”), and approved the Reinvestment Zone Project & Financing Plan of TIRZ #2 adopted by the City pursuant to Ordinance No. O-2015-57 on December 8, 2015, as amended by Ordinance No. O-2016-31 on August 23, 2016, and its goals and objectives (the “**Plan**”) that will be applicable to the Annexation Area, as hereinafter defined; and

WHEREAS, TIRZ #2 was created in accordance with the provisions of Chapter 311, Texas Tax Code, as amended (the “**Code**”); and

WHEREAS, the City may enlarge the boundaries of an existing reinvestment zone pursuant to Section 311.007 of the Code; and

WHEREAS, the current boundaries of TIRZ #2 are depicted on **Exhibit “A”** attached to this Ordinance; and

WHEREAS, pursuant to this Ordinance, the City desires to enlarge the boundaries of TIRZ #2 by adding into TIRZ #2 the land (the “**Annexation Area**”) depicted on **Exhibit “B”** attached to this Ordinance; and

WHEREAS, with the addition of the Annexation Area, the boundaries of TIRZ #2 will be as depicted on **Exhibit “B”** attached to this Ordinance; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting and public hearing was given, all as required in accordance with Section 311.003 of the Code, and by Chapter 551, Texas Government Code.

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

Section1. That the findings and recitals contained in the preamble of this Ordinance are found and declared to be true and correct and are hereby adopted as part of this Ordinance for all purposes.

Section 2. That the City, acting in accordance with the provisions of Chapter 311 of the Code does hereby enlarges TIRZ #2 by adding the Annexation Area depicted on **Exhibit “B”** attached to this Ordinance.

Section 3. That the City finds and declares that (a) improvements in the Annexation Area will significantly enhance the value of all the taxable real property in TIRZ #2, and will be of general benefit to the City, and (b) the Annexation Area meets the requirements of Section 311.005(a) of the Code being that the Annexation Area:

- (i) Is predominantly open and because of obsolete platting, deterioration of structure or site improvements.
- (ii) Enlargement of TIRZ #2 to include the Annexation Area is necessary to further the public health, safety, morals, and welfare because of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area.
- (iii) Other factors that may substantially impair the growth of the City.

Section 4. That the City further finds and declares that:

- (i) The Annexation Area is located wholly within the corporate limits of the City.
- (ii) Pursuant to Section 311.006 of the Code, the total appraised value of the taxable real property within the enlarged TIRZ #2 and any other reinvestment zone or industrial district or in the City created pursuant to Section 311 of the Code does not exceed fifty percent (50%) of the total appraised value of taxable real property within the City.

Section 5. That TIRZ #2 shall be enlarged as of the date the City passes and approves this Ordinance.

Section 6. That the tax increment for the enlarged TIRZ #2 shall include the tax increment base established by Ordinance No. O-2016-31 and shall include the tax increment base attributable to the Annexation Area added to TIRZ #2, which tax increment base shall be effective as of the date the City passes and approves this Ordinance.

Section 7. That the Plan shall apply to the Annexation Area and that, to the extent necessary, the Board of TIRZ #2 may adopt amendments to the Plan to reflect the incorporation of the Annexation Area and present them to the City for approval.

Section 8. The City has created and established in the depository bank of the City, a fund called Tax Increment Fund for TIRZ #2 zone. Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and

paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

Section 9. That if any provision, section, subsection, sentence, clause or phrase of this Ordinance or the application of same to any person or set of circumstances, is for any reason be held to be unconstitutional, void, or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidance, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 10. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinances be ready on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

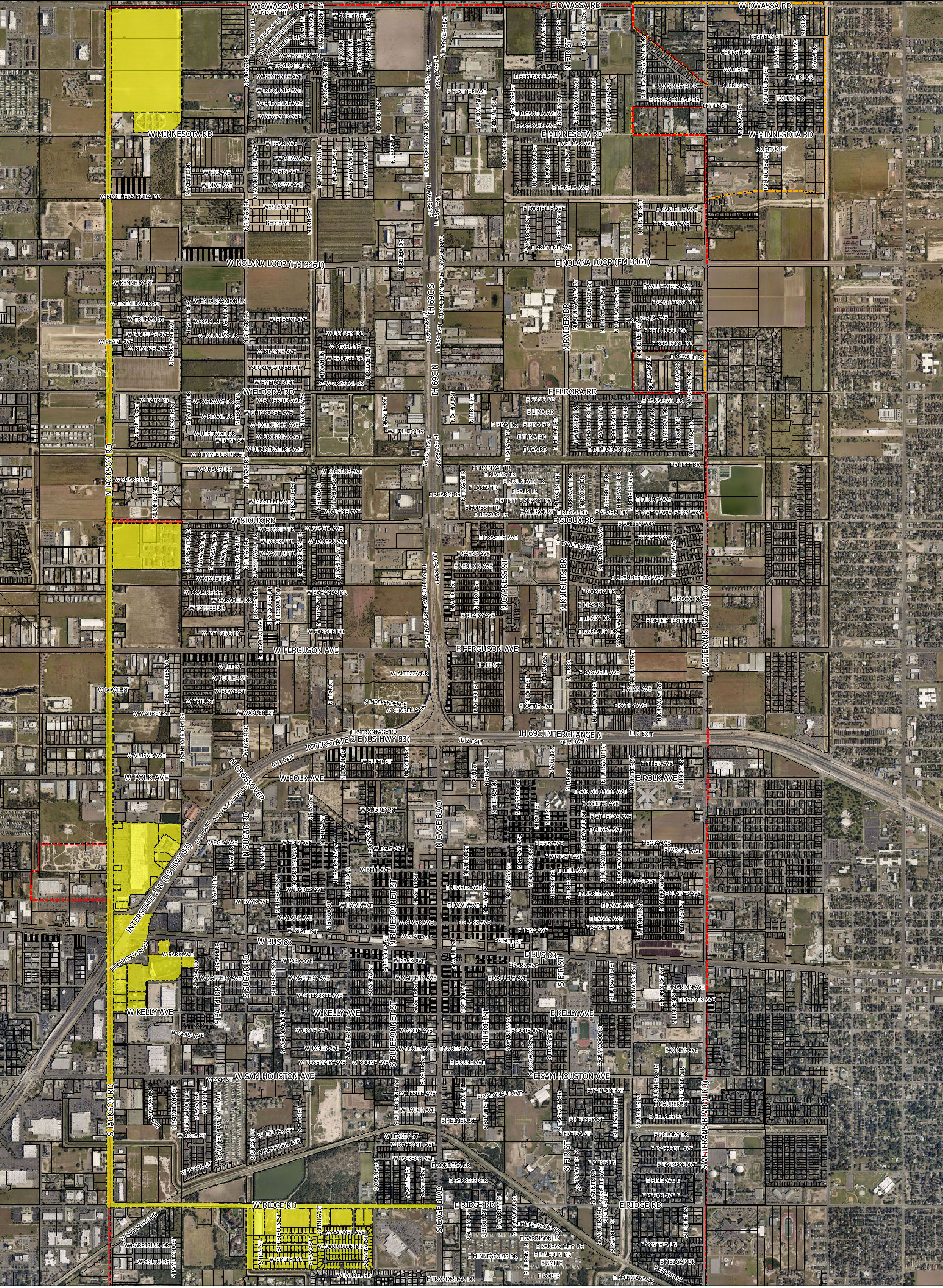
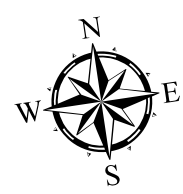
PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of February, 2024.

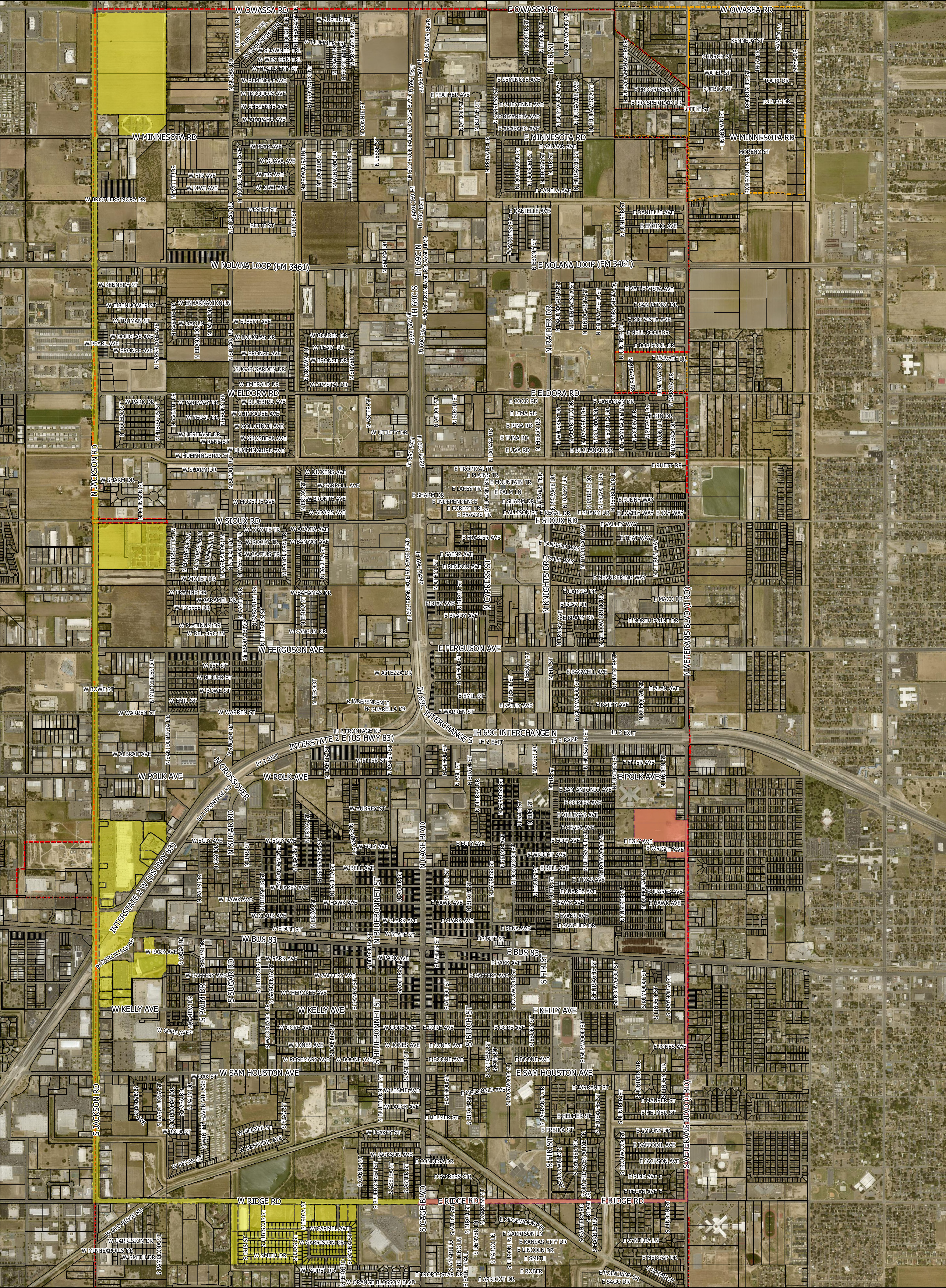
CITY OF PHARR

Dr. Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



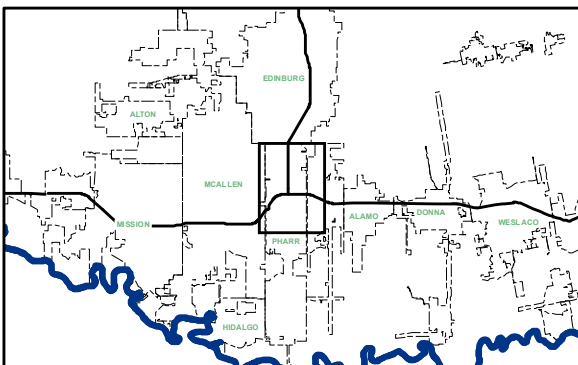


Pharr City Limit

Pharr ETJ

Annexation Addition

TIRZ_ZONE_2





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: February 14, 2024

MEETING DATE: February 19, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution in support of Citrus Village, L.P. to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Citrus Village Apartments. **(TABLED)** This item supports QL - Quality of Life.

Classification: Regular

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

Issue: Citrus Village, LP is making an application for 9% Competitive Housing Tax Credits with the Texas Department of Housing and Community Affairs in connection with the proposed development of Citrus Village Apartments to be located at 695 N. I Road, Pharr, Texas.

The new construction development will be an apartment community composed of approximately 130 total units, of which approximately 110 will be for low-income tenants.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/14/2024
Approved - 2/16/2024
Approved - 2/16/2024
Final Approval - 2/16/2024

Marque Real Estate Consultants, LLC
6300 West Loop South, Ste. 670
Bellaire, Texas 77401
832-940-9940-Office/713-560-0068-Cell
Donna@MarqueConsultants.com

January 4, 2024

Mr. Ramiro Caballero
City Commissioner, Place 3
City of Pharr
P.O. Box 1729
Pharr, TX 78577

Dear Commissioner Caballero:

Citrus Village, LP (the “**Applicant**”) is making an application for 9% Competitive Housing Tax Credits (“**Competitive HTC**”) with the Texas Department of Housing and Community Affairs (“**TDHCA**”) in connection with the following proposed development:

Citrus Village Apartments to be located on a 6.00+/- acre portion of a 14.75-acre tract of land located at 695 N I Rd., Pharr, Hidalgo County, Texas 78577.

This new construction development (the “**Development**”) will be an apartment community and will be composed of approximately 130 total units (“**Units**”) of which approximately 110 will be for low-income tenants, i.e., tenants earning 60% or less of the area median income. The residential density of the Development, i.e., the number of Units per acre will be approximately 21.67. The Development is not seeking a tax exemption related to this project.

In the spring, TDHCA will hold public hearings in various locations around the state or virtually to gather input on Competitive HTC applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA’s [Public Comment Center](#) website later this year. An interested party or Neighborhood Organization can provide comments on Competitive Housing Tax Credit applications at each hearing, or can provide written comments to TDHCA by email at HTCPC@tdhca.state.tx.us, or by mail at: Texas Department of Housing and Community Affairs, Public Comment - Multifamily Finance Division, P.O. Box 13941, Austin, TX 78711-3941.

Note that in order for input on Competitive HTC applications to be included in the materials related to presentation for awards to be provided to the Governing Board of TDHCA; **such input must be received by TDHCA by 5:00 p.m., Austin local time, on June 1, 2024.**

Sincerely,



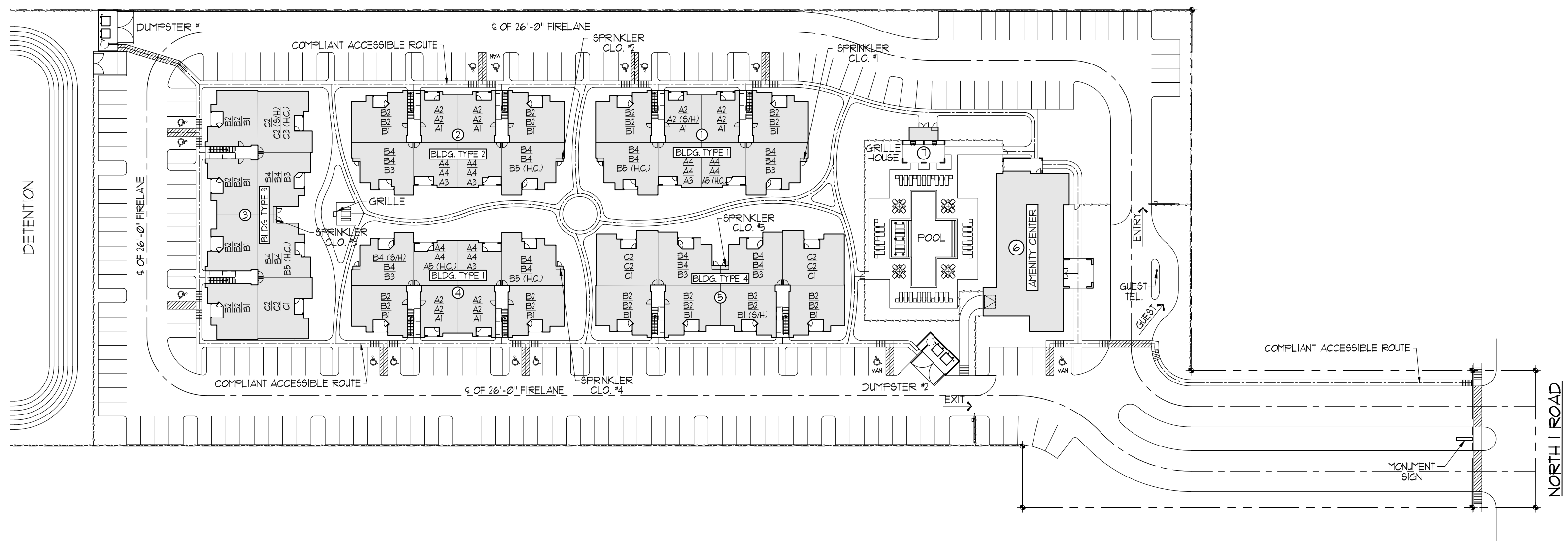
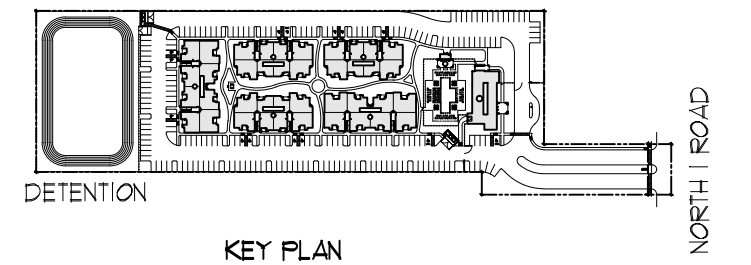
Donna Rickenbacker
Representative of the Applicant



CITRUS VILLAGE

Mucasey & Associates, Architects

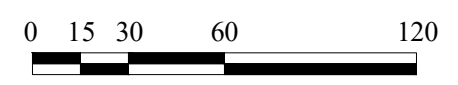
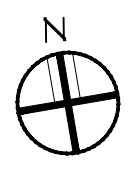
February 4, 2024



SITE PLAN

Citrus Village

Mucasey & Associates, Architects



TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Project Summary

Apartments:

Type Description	Qty	Area
A1 One Bedroom, 1 Bath	6	676 s.f.
A2 One Bedroom, 1 Bath	12	676 s.f.
A3 One Bedroom, 1 Bath	4	689 s.f.
A4 One Bedroom, 1 Bath	12	689 s.f.
A5 One Bedroom, 1 Bath (H.C.)	2	705 s.f.
Total One Bedroom Units	36 Units	
B1 Two Bedroom, 2 Bath	14	956 s.f.
B2 Two Bedroom, 2 Bath	28	956 s.f.
B3 Two Bedroom, 2 Bath	6	1,000 s.f.
B4 Two Bedroom, 2 Bath	20	1,000 s.f.
B5 Two Bedroom, 2 Bath (H.C.)	4	1,010 s.f.
Total Two Bedroom Units	72 Units	
C1 Three Bedroom, 2 Bath	3	1,175 s.f.
C2 Three Bedroom, 2 Bath	8	1,175 s.f.
C3 Three Bedroom, 2 Bath (H.C.)	1	1,175 s.f.
Total Three Bedroom Units	12 Units	
Apartments Net Rentable Total	120 Units	108,894 s.f.

RESOLUTION NO. R- 2024-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS SUPPORTING THE PROPOSED DEVELOPMENT OF CITRUS VILLAGE, AN AFFORDABLE HOUSING COMMUNITY, AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR NINE PERCENT HOUSING TAX CREDITS AND PROVIDING AN IN-KIND CONTRIBUTION TO ASSIST AND BENEFIT SUCH COMMUNITY

WHEREAS, CITRUS VILLAGE, LP, and its affiliates (the “**Applicant**”), has brought to the City of Pharr (the “**City**”) a proposal to develop CITRUS VILLAGE APARTMENTS, an affordable rental housing community of approximately 130 +/- total units (the “**Housing Community**”) to be located on approximately 6.00+/- acres of land located at 695 N I Road, Pharr, Hidalgo County, Texas 78577 (“**Development Site**”); and

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an award of 2024 Competitive 9% Housing Tax Credits to finance the acquisition and development of the Housing Community; and

WHEREAS, the Applicant has requested from the City support for the Housing Community and its application to TDHCA and for a commitment of development funding that will benefit the Housing Community.

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

1. The findings contained in the preambles of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and that this formal action has been taken to put on record the opinion expressed by the City as of the date set forth below.
3. The City, acting through its governing body, hereby approves a commitment of funding assistance to the Applicant in the amount of \$500.00 in the form of a loan, grant, reduced fees, or contribution of other value for the benefit of the Housing Community, which contribution is conditioned on an award of housing tax credits by TDHCA to the Applicant. The City will provide a letter to the Applicant describing the value and form of the contribution and any caveats to delivering the contribution.
4. The City, acting through its governing body, hereby authorizes, empowers, and directs Ambrosio Hernandez, Mayor, to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

CONSIDERED, PASSED and APPROVED on this the _____ day of _____, 2024, at a regular meeting of the Board of Commissioners of the City of Pharr, Texas at which a quorum was present, and which was held in accordance with Chapter 552 of the Texas Government Code.

SIGNED ON THIS THE _____ day of _____, 2024.

CITY OF PHARR, TEXAS

Dr. Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

APPROVED AS TO FORM:

Ricardo Rodriguez, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: February 12, 2024

MEETING DATE: February 19, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution designating members to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: In accordance with the RGVMPO Bylaws and Operating Procedures, the Mayor of the City of Pharr serves as the defacto official member of the RGV-MPO Policy Board.

The RGV-MPO Bylaws and Operating Procedures further stipulate that one (1) City of Pharr elected official may be appointed to serve as an alternate member and three (3) individuals be appointed as designated proxies with all appropriate privileges assigned.

Current members:

Desingee: Mayor Ambrosio "Amos" Hernandez

Alternate: Commissioner Daniel Chavez

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 2/12/2024

Approved - 2/13/2024

Approved - 2/13/2024

Final Approval - 2/16/2024

RESOLUTION NO. R-2024-____

**RESOLUTION DESIGNATING
RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS**

WHEREAS, in accordance with the RGV-MPO Bylaws and Operating Procedures; the Mayor of the City of Pharr serves as the defacto official member of the RGV-MPO Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures; it further stipulates that one (1) City of Pharr elected official may be appointed to serve as alternate member of the RGV-MPO Board of Directors.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR that Mayor Ambrosio Hernandez be appointed as the primary member of the RGV-MPO Policy Board.

BE FURTHER RESOLVED that _____ be appointed as the secondary alternate member of the RGV-MPO Policy Board; and that the following three individuals be appointed designate proxies with all appropriate privileges assigned, to included _____, _____, _____, and copy of this Resolution shall be delivered to the RGV-MPO Office to evidence these appointments.

PASSED AND APPROVED this ____ day of February, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

APPROVED AS TO FORM:

Ricardo Rodriguez, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution declaring eight (8) vehicles from the Pharr Police Department Fleet as surplus property and authorizing the sale of said vehicles, via GovDeals.com. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Pharr Police Department is requesting authorization to declare eight (8) city-owned vehicles as surplus and authorizing the sale of such items that are no longer useful or needed as part of Pharr Pd Operations. The proceeds will be used for special police supplies for the Pharr Police Department.

Fiscal Consideration: There is no cost for the Pharr Police Department on this item. [GovDeals.com](https://www.govdeals.com) handles the processing and selling of the vehicles in question and coordinates the pickup and delivery. Gov Deals will provide the proceeds to the Pharr Police Department.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request, and continue storing these vehicles @ the Pharr Police Department.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2024
Approved - 2/14/2024
Approved - 2/14/2024
Final Approval - 2/15/2024

RESOLUTION NO. R-2024-

CITY OF PHARR DECLARATION OF SURPLUS ITEMS

WHEREAS, the City of Pharr, Texas, owns the vehicles, as described in **Exhibit “A”** attached hereto and incorporated herein, and the Board of Commissioners being of the opinion that such equipment should be declared surplus, sold, and used for Fleet purchases.

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

Section 1: The Board of Commissioners find that the surplus vehicles described in Exhibit “A” attached hereto and incorporated herein for all purposes be sold and used for police expenditures with special police equipment.

Section 2: The City Manager is authorized and directed to publish surplus items through GovDeals, a nationwide online surplus auction company.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS ____DAY OF _____, 2024.

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of _____, 2024, 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 _____, 2024, ad.

City of Pharr

Hilda Pedraza, City Clerk



Pharr



MAYOR Ambrosio Hernandez, MD

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

Exhibit "A"

CITY OF PHARR - POLICE DEPARTMENT

SURPLUS ITEMS LIST FY 2023-2024

DEPARTMENT	UNIT NO.	DESCRIPTION	YEAR	MAKE	MODEL	VIN NO.	TITLE Y/N	OPERABLE Y/N
POLICE	Seizure	Black	2008	Cadillac	Escalade	1GYEC63878R233912	Y	Y
POLICE	Seizure	Pearl	2009	Cadillac	Escalade	1GYFC23489R145607	Y	Y
POLICE	Seizure	Black	2007	Chevy	Tahoe	1GNFC13047R382355	Y	Y
POLICE	Seizure	Gray	2014	Dodge	Avenger	1C2CDZAB6EN228850	Y	Y
POLICE	Seizure	White	2007	Chevy	Tahoe	1GNFC13047R366365	Y	Y
POLICE	Seizure	Beige	2014	Toyota	Camry	4T4BF1FK8ER393690	Y	Y
POLICE	Seizure	Maroon	2016	Chevy	Malibu	1G1ZB5ST9GF291233	Y	Y
POLICE	Seizure	Gray	2015	Kenworth	Tractor	1XKAD49X4FJ444621	Y	Y



Pharr



MAYOR Ambrosio Hernandez, MD

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

To: Chief Juan Gonzalez

From: Asst. Chief Joel Robles

Date: 02/13/2024

Re: Surplus Vehicles

A recommendation for this request to be routed to the City Manager's office for consideration by the city commission.

Background:

The City of Pharr purchasing manual Chapter 8 addresses procedures for the Disposal of Surplus/Salvage Equipment/Material.

8. A – SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment;
3. Donated to an entity with City Commission approval;
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per Section 8 B.

The Pharr Police Department has eight (8) vehicles in its possession that need to be designated surplus vehicles. These vehicles have been processed and those that are designated as seized assets have been adjudicated and awarded to the Pharr Police Department. Non seized vehicles are no longer useful to the Pharr Police Department.

Discussion:

I am asking for approval for these items to be declared as surplus property and be allowed to be placed on the GovDeals.com website for sale. Once the final amount is recovered from the sale proceeds, the Hidalgo County District Attorney's Office is entitled to the percentage they get, based on the arrangements set forth by Pharr Police Department and Hidalgo County District Attorney's Office MOU for Chapter 59 asset forfeiture proceedings of the Code of Criminal Procedure.



Pharr



MAYOR Ambrosio Hernandez, MD

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

Recommendation:

Based on the foregoing discussion, I hereby recommend that the City Commission approve this item and authorize these eight (8) vehicles to be sold off through GovDeals.com, with the proceeds of the sales to be used for Pharr Police Department needs.

Asst. Chief of Police

A blue ink signature of Joel Robles, written over a horizontal line.

Joel Robles

Office: 956-402-4709

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: February 14, 2024

MEETING DATE: February 19, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, Series 2024, for the design, acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr will consider approval of a resolution authorizing the publication of Notice of Intent to issue certificates of obligation, series 2024.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/14/2024

Approved - 2/14/2024

Approved - 2/16/2024

Final Approval - 2/16/2024

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

I, the undersigned City Clerk of the City of Pharr, Texas (the “City”), hereby certifies as follows:

The City Commission of the City convened in a regular meeting on February 19, 2024, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Commission, to wit:

Dr. Ambrosio Hernandez	Mayor
Michael Pacheco	Commissioner Place 1
Roberto Carrillo	Commissioner Place 2
Ramiro Caballero	Commissioner Place 3
Daniel Chavez	Commissioner Place 4
Ricardo Medina	Commissioner Place 5
Itza Flores	Commissioner Place 6

and all of such persons were present, except _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2024, FOR THE
DESIGN, ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF
CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER
MATTERS RELATING THERETO

(the “Resolution”) was duly introduced for the consideration of the City Commission and read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ____ NAYS: ____ ABSTENTIONS: ____

That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Commission's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Commission's minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; that each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____.

CITY OF PHARR, TEXAS

City Clerk

(SEAL)

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2024, FOR THE DESIGN, ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City Commission (the “City Commission”) of the City of Pharr, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Commission has determined that it is in the best interests of the City and otherwise desirable to issue the City of Pharr, Texas Certificates of Obligation, Series 2024, in one or more series, in an aggregate principal amount not to exceed \$50,000,000 (the “Certificates”) for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Commission intends to publish notice of intent to issue the Certificates (the “Notice”) in a newspaper of general circulation in the City; and

WHEREAS, the City Commission has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The Mayor of the City is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's

website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Designation of Self-Supporting Securities. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 4. Authorization of Preliminary Official Statement. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the Mayor, the City Manager, and the Finance Director to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 5. Authorization of Other Matters Relating Thereto. The Mayor, City Clerk, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

Section 7. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

PASSED AND APPROVED this 19th day of February 2024.

Mayor
City of Pharr, Texas

ATTEST:

City Clerk
City of Pharr, Texas

(SEAL)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Commission of the City of Pharr, Texas (the “City”) will meet at its regular meeting place at City Hall, Commissioners’ Room, 118 S. Cage Blvd., 2nd Floor, Pharr, Texas 78577 at __:__ p.m. on the __ day of _____ 2024, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation in one or more series, payable from an annual ad valorem tax, as well as a limited pledge of \$1,000 of the surplus revenues of the City’s water and sewer system, in the maximum aggregate principal amount of \$50,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Commission at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) street signals, signage, and city lighting, (ii) streets, drainage, and utility improvements to City streets and roads, (iii) improvements and repairs to the City’s recreational park system, (iv) public safety improvements, (v) the design, engineering, acquisition, construction, and equipping of the expansion of the City owned International Bridge System including new lanes (vi) paying the costs related to the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$107,913,200. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 6.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) is \$75,980,000, and based on the City’s expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$98,660,523.61.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 19th day of February 2024.

Mayor
City of Pharr

EXHIBIT B

SELF SUPPORTING DEBT

Principal Amount Designated as Self Supporting	Series Designation
\$4,075,000	Combination Tax and Limited Pledge Revenue Certificates of Obligation, Taxable Series 2012
\$1,375,000	Combination Tax and International Bridge Revenue Refunding Bonds, Series 2015A
\$1,430,000	General Obligation Refunding Bonds, Series 2015B
\$12,635,000	Combination Tax and Revenue Refunding Bonds, Series 2017
\$4,004,264	Tax Notes, Series 2017
\$23,519,264	Total Principal Amount Designated as Self-Supporting



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 7, 2024

MEETING DATE: February 19, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 3 with Asago Construction, LLC for the amount of \$12,647.34 and an additional 158 work week days for the PSJA Tri-City Sidewalk Safety Pedestrian Improvements Phase I.

Classification: Regular

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

Issue: Change Order No. 3 is for certain items not included as part of the bid items under the executed contract due to the relocation of the proposed 5-ft concrete sidewalk to the east side of S. Sugar Rd. in lieu of the west side. Any additional quantities for all line items on Change Order No. 3 will be paid at the established unit price. (CSJ# 0921-02-391).

Additional time to the contract is being requested due to changes in the approved construction plans out on the field, modifying the alignment of the sidewalk to avoid having conflict with structures, specifically the fiber boxes owned by the City of Pharr.

Fiscal Consideration: Original Contract Amount: \$2,325,300.55

Change Order No. 1: \$1,677.44

Change Order No. 2: \$121,359.62

Change Order No. 3: \$12,647.34

Revised Contract Amount: \$2,460,984.95

Change Order #3 - Contract Items & Quantities					
#	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
11	Install 6' Wooden Picket Fence	70	LF	\$ 104.77	\$ 7,333.90
12	Removal of Existing Wooden Picket Fence	76	LF	\$ 36.94	\$ 2,807.44
13	Remova Structure (Steel Tube Guard Rail)	100	LF	\$ 25.06	\$ 2,506.00
TOTAL				\$	12,647.34

Staff Recommendation: Staff recommends approval of Change Order No. 3 to Asago Construction, LLC, in the amount of \$16,647.34 for a revised contract amount of \$2,460,984.95.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Ruben Alfaro
Mayra Gomez
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/7/2024
Approved - 2/16/2024
Approved - 2/16/2024
Approved - 2/16/2024
Approved - 2/16/2024
Final Approval - 2/16/2024



Pharr

Engineering

CHANGE ORDER

Contractor: Asago Construction

Change Order No.: 3

Project: PSJA Tri-City Pedestrian Safety Improvements Project Phase I

Date: 2/19/2024

CSJ#: 0921-02-391 / STP 2021 (057)

Notice to Proceed Date: 19-Dec-22

Change Order Amount: \$ 12,647.34

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

- 1. Change Proposal #10 - \$7,333.96** - Installation of a 6-foot wooden picket fence along S. Sugar Rd.
- 2. Change Proposal #11 - \$2,807.44** - Removal of existing 6-foot wooden picket fence along S. Sugar Rd.
- 3. Change Proposal #12 - \$2,506.00** - Removal of steel guard rail.

Reason for Change Order:

- 1. Change Proposal #10 - \$7,333.96** - Due to the relocation of the sidewalk to the east side of S. Sugar Rd., there is an existing wooden fence encroaching onto our right of way not allowing the contractor to place the proposed 5-ft sidewalk. Contractor was directed to install a new wooden fence because the existing fence is not salvageable.
- 2. Change Proposal #11 - \$2,807.44** - Due to the relocation of the sidewalk to the east side of S. Sugar Rd., there is an existing wooden fence encroaching onto our right of way not allowing the contractor to place the proposed 5-ft sidewalk. Contractor was directed to remove the existing fence.
- 3. Change Proposal #12 - \$2,506.00** - Due to the relocation of the sidewalk to the east side of S. Sugar Rd., there is an existing steel guard rail embedded in asphalt pavement. Contractor has been directed to remove both asphalt concrete pavement and guard rail for the construction of the sidewalk.

****All line items mentioned above were not part of the bid items under the executed contract. Contractor has established a unit price for all mentioned items.**

	Contract Price	Contract Time(Workweek Days)
Original Contract:	\$ 2,325,300.55	Original Completion Date: <u>10-Apr-24</u>
Previous Change Order: (+/-)	\$ 123,037.06	Additional Days: <u>158</u>
This Change Order: (+/-)	\$ 12,647.34	Revised Completion Date: <u>22-Nov-24</u>
Revised Contract Amount:	\$ 2,460,984.95	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Asago Construction

Contractor

Authorized Signature

Date

Recommended:

Project Engineer

Authorized Signature

Date

Ruben Alfaro, P.E.

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathan B. Flores

City Manager

Authorized Signature

Date

APPROVED

By Moises Beas at 7:38 am, Feb 07, 2024

Asago Construction

2112 S. Shary Rd. Ste # 40

Mission, TX 78572

Refer to TxDOT's 12-month Bid Item Averages.
Item 496-6099 - Remove STR (Rail)
Item 550-6001/6002 - Fence (Install)

0921-02-391 PSJA Tri-City Pedestrian Safety Improvements Project - Phase I

INSTALL 6' WOODEN PICKET FENCE

Preparation Date:

1/24/2024

Description of work:

Install 70 LF of 6' Wooden Picket Fence at Sugar Rd STA 31+00 RT

New concrete footing to be poured.

Price per Lump Sum for existing wooden fence proposed to be relocated on Palm Dr. and Gore Ave.

Reason:

Request by City of Pharr due to change of sidewalk from LT to RT on Sugar Rd.

MACHINERY

Description	Make	Model	Rate	Qty	Unit	Cost
Truck	RAM	3500	\$ 47.38	24	HR	\$ 1,137.12
Trailer	Utility	2 Axle	\$ 5.45	24	HR	\$ 130.80
						\$ -
						\$ -
						\$ -
Subtotal						\$ 1,267.92

MATERIAL

Description	Unit Price	Qty	Unit	Total Price
Wooden post (4"x4"x8')	\$ 8.98	12	ea	\$ 107.76
Wooden board (2"x6"x16')	\$ 16.28	16	ea	\$ 260.48
Picket Fence board (5/8"x5.5x6')	\$ 1.98	150	ea	\$ 297.00
Screws (1.5" #6, bag 100ea)	\$ 8.98	10	ea	\$ 89.80
Cement Bag 80#	\$ 6.71	45	ea	\$ 301.95
				\$ 1,056.99

TIME:

3 day requested for additional work

LABOR

Worker Classification	Rate	Reg Hrs	OT	Cost
1500 Rein. Steel Wrkr Luis Pena	\$ 21.00	30	\$	630.00
1124 Conc Finisher Jose L Ramirez V.	\$ 17.00	30	\$	510.00
1124 Conc Finisher Jose Manuel Ramirez	\$ 16.00	30	\$	480.00
1124 Conc Finisher Jorge A Herrera-Pe	\$ 14.50	30	\$	435.00
1124 Conc Finisher Aaron Solis	\$ 14.50	30	\$	435.00
Total				\$ 2,490.00

NET COST

Description	Subtotal	Rate	Markup	Total
Machinery	\$ 1,267.92	15.00%	190.19	\$ 1,458.11
Labor	\$ 2,490.00	80.00%	1,992.00	\$ 4,482.00
Material	\$ 1,056.99	25.00%	264.25	\$ 1,321.24
Bonds	\$ 7,261.35	1%	72.61	\$ 72.61
Total				\$ 7,333.96

Estimated Qty	70.0 LF	Unit Price	LF:	\$ 104.77
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Asago Construction
2112 S. Shary Rd. Ste # 40
Mission, TX 78572

0921-02-391 PSJA Tri-City Pedestrian Safety Improvements Project - Phase I
REMOVE EXISTING FENCE

Preparation Date: 1/24/2024

Decription of work:	
Remove and Dispose 76 LF of Existing Wooden Picket Fence at Sugar Rd. STA 31+00 RT	
Reason: Request by City of Pharr due to change of sidewalk from LT to RT on Sugar Rd.	

MACHINERY						
Description	Make	Model	Rate	Qty	Unit	Cost
Backhoe	JD	310J	\$ 52.94	8	HR	\$ 423.52
Truck	RAM	3500	\$ 47.38	8	HR	\$ 379.04
Trailer	Utility	2 Axle	\$ 5.45	8	HR	\$ 43.60
						\$ -
						\$ -
Subtotal						\$ 846.16

MATERIAL				
Description	Qty	Unit	Unir Price	Cost
Disposal Fee	1.00	LS	\$ 250.00	\$ 250.00
				\$ -
				\$ -
				\$ 250.00

TIME:
1 day requested for additional work

LABOR					
Worker Classification		Rate	Reg Hrs	OT	Cost
1500 Rein. Steel Wrkr	Luis Pena	\$ 21.00	10	\$	210.00
1124 Conc Finisher	Jose L Ramirez V.	\$ 17.00	10	\$	170.00
1124 Conc Finisher	Jose Manuel Ramirez	\$ 16.00	10	\$	160.00
1124 Conc Finisher	Jorge A Herrera-Pe	\$ 14.50	10	\$	145.00
1124 Conc Finisher	Aaron Solis	\$ 14.50	10	\$	145.00
Total					\$ 830.00

NET COST				
Description	Subtotal	Rate	Markup	Total
Machinery	\$ 846.16	15.00%	126.92	\$ 973.08
Labor	\$ 830.00	80.00%	664.00	\$ 1,494.00
Material	\$ 250.00	25.00%	62.50	\$ 312.50
Bonds	\$ 2,779.58	1%	27.80	\$ 27.80
Total				\$ 2,807.38

Estimated Qty	76.0 LF	Unit Price	LF: \$	36.94
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Asago Construction
2112 S. Shary Rd. Ste # 40
Mission, TX 78572

0921-02-391 PSJA Tri-City Pedestrian Safety Improvements Project - Phase I
REMOVE TUBE RAIL

Preparation Date: 1/24/2024

Decription of work:

Remove and Dispose 100 LF of Existing Tube Rail at Sugar Rd. STA 34+00 RT

Reason: Request by City of Pharr due to change of sidewalk from LT to RT on Sugar Rd.

MACHINERY						
Description	Make	Model	Rate	Qty	Unit	Cost
Backhoe	JD	310J	\$ 52.94	8	HR	\$ 423.52
Truck	RAM	3500	\$ 47.38	8	HR	\$ 379.04
Trailer	Utility	2 Axle	\$ 5.45	8	HR	\$ 43.60
						\$ -
						\$ -
Subtotal						\$ 846.16

MATERIAL				
Description	Qty	Unit	Unir Price	Cost
Disposal Fee	1.00		\$ 250.00	\$ 250.00
		LS		\$ -
				\$ -
			\$	250.00

TIME:
1 day requested for additional work

LABOR					
Worker Classification		Rate	Reg Hrs	OT	Cost
1500 Rein. Steel Wrkr	Luis Pena	\$ 21.00	8		\$ 168.00
1124 Conc Finisher	Jose L Ramirez V.	\$ 17.00	8		\$ 136.00
1124 Conc Finisher	Jose Manuel Ramirez	\$ 16.00	8		\$ 128.00
1124 Conc Finisher	Jorge A Herrera-Pe	\$ 14.50	8		\$ 116.00
1124 Conc Finisher	Aaron Solis	\$ 14.50	8		\$ 116.00
Total					\$ 664.00

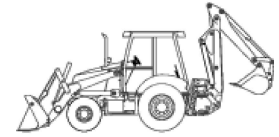
NET COST				
Description	Subtotal	Rate	Markup	Total
Machinery	\$ 846.16	15.00%	126.92	\$ 973.08
Labor	\$ 664.00	80.00%	531.20	\$ 1,195.20
Material	\$ 250.00	25.00%	62.50	\$ 312.50
Bonds	\$ 2,480.78	1%	24.81	\$ 24.81
Total				\$ 2,505.59

Estimated Qty	100.0 LF	Unit Price	LF: \$	25.06
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Rental Rate Blue Book®
Deere 310J (disc. 2012)

Tractor-Loader-Backhoes

Size Class:
13.5 - 14.4 ft
Weight:
14360 lbs


Configuration for 310J (disc. 2012)

Drive	4WD	Horsepower	84.0 hp
Operator Protection	ROPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,390.00	USD \$1,230.00	USD \$310.00	USD \$47.00	USD \$28.47	USD \$53.41
Adjustments						
Region (Texas: 98.1%)	(USD \$83.41)	(USD \$23.37)	(USD \$5.89)	(USD \$0.89)		
Model Year (2012: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,306.59	USD \$1,206.63	USD \$304.11	USD \$46.11	USD \$28.47	USD \$52.94

Non-Active Use Rates

	Hourly
Standby Rate	USD \$12.23
Idling Rate	USD \$38.02

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD \$1,009.70/mo
Overhaul (ownership)	46%	USD \$2,019.40/mo
CFC (ownership)	18%	USD \$790.20/mo
Indirect (ownership)	13%	USD \$570.70/mo
Fuel (operating) @ USD 4.15	47.59%	USD \$13.55/hr

Revised Date: 1st quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAUL IGLESIAS (asago@rgv.rr.com)

Rental Rate Blue Book®
RAM 3500 SLT 4X2 DIESEL (disc. 2017)

Light Duty Trucks

Size Class:

3

Weight:

N/A

Configuration for 3500 SLT 4X2 DIESEL (disc. 2017)

Power Mode

Diesel

Wheelbase

140 Inches

Model Trim

SLT

Gross Vehicle Weight Rating

11100 Pounds
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,415.00	USD \$955.00	USD \$240.00	USD \$36.00	USD \$27.98	USD \$47.38
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$3,415.00	USD \$955.00	USD \$240.00	USD \$36.00	USD \$27.98	USD \$47.38

Non-Active Use Rates

Hourly

Standby Rate

USD \$10.87

Idling Rate

USD \$36.42

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD \$785.45/mo
Overhaul (ownership)	44%	USD \$1,502.60/mo
CFC (ownership)	16%	USD \$546.40/mo
Indirect (ownership)	17%	USD \$580.55/mo
Fuel (operating) @ USD 4.15	60.83%	USD \$17.02/hr

Revised Date: 1st quarter 2024

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Rental Rate Blue Book®
Miscellaneous TOW 2 2 20

Non-Tilt Deck Utility Trailers

Size Class:

All

Weight:

N/A

Configuration for TOW 2 2 20

Capacity	20.0 t	Hitch Type	Tow
Number Of Axles	2.0	Number Of Tires	8.0
Power Mode	Manual		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$550.00	USD \$155.00	USD \$39.00	USD \$6.00	USD \$2.39	USD \$5.51
Adjustments						
Region (Texas: 97.8%)	(USD \$12.10)	(USD \$3.41)	(USD \$0.86)	(USD \$0.13)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$537.90	USD \$151.59	USD \$38.14	USD \$5.87	USD \$2.39	USD \$5.45

Non-Active Use Rates

	Hourly
Standby Rate	USD \$1.53
Idling Rate	USD \$3.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$253.00/mo
Overhaul (ownership)	30%	USD \$165.00/mo
CFC (ownership)	11%	USD \$60.50/mo
Indirect (ownership)	13%	USD \$71.50/mo

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2024

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PSJA TRI CITY PEDESTRIAN IMPROVEMENTS PHASE I

CONSTRUCTION SCHEDULE TIME JUSTIFICATION

AIDA ESCOBAR ELEMENTARY

STREET	ITEM #	STA	ISSUE	DELAY TYPE	DAYS
PALM DR	1	0+75	BUILD 2 RAMPS NOT IN PLANS	ADDITIONAL WORK	2
	2	4+45	FIBER BOX CONFLICT NOT IN PLANS	DELAYED CONSTRUCTION OF SIDEWALK WHILE FIBER COMPANY ADJUSTED BOX, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK	2
	3	5+30	SEWER MANHOLE ELEVATION IN CONFLICT WITH PROPOSED SIDEWALK	DELAYED CONSTRUCTION OF SIDEWALK AND WAIT FOR CITY OF PHARR UTILITIES TO ADJUST MANHOLE, CREWS MOVED ON TO OTHER WORK HAD TO RETURN AT A LATER DAY TO PERFORM THE WORK.	1
	4	6+80	REMOVE AND RELOCATE LIFT STATION FENCE COULD NOT BE PERFORMED AS PER PLANS, C.O.P. REDESIGNED SIDEWALK BEHIND LIFT STATION, ADDITIONAL WORK MOVE CEDAR FENCE	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER AND WORK AND LATER HAD TO RETURN TO PERFORM WORK, ALSO ADDITIONAL WORK OF SIDEWALK AND MOVE CEDAR FENCE.	4
	5	7+40	LIFT POST IN CONFLICT WITH PROPOSED RAMP, CITY REDESIGNED THE RAMP WITH POST AT THE BACK OF CURB OF RAMP	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS RECEIVED	1
	6	9+50	LIGHT POST IN CONFLICT WITH PROPOSED RAMP AND SIDEWALK, CITY REDESIGNED THE RAMP BETWEEN LIGHT POST AND TREE.	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS RECEIVED	1
	7	10+00	SPRINKLER SYSTEM IN PLACE WHERE SIDEWALK TO BE BUILT. CITY REQUESTED TIME TO RELOCATE SYSTEM INSTEAD OF HAVING CONTRACTOR CAP THE LINES.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE CITY HAD COMPLETED SPRINKLER RELOCATION.	1
KELLY AVE	8	15+75	CITY REQUESTED TEXTURE BEHIND EXISTING CONCRETE WALL EXPOSED BY NEW SIDEWALK CONSTRUCTION	ADDITIONAL WORK	1
	9	17+60	SPEED SIGN TRAFFIC SIGNAL BOX IN CONFLICT WITH SIDEWALK, CITY TO RELOCATE	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE CITY HAD COMPLETED BOX RELOCATION	1
	10	17+75	FIBER BOX CONFLICT NOT IN PLANS	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE SUBCONTRACTOR HAD COMPLETED BOX RELOCATION	1
SUGAR RD	11	20+00	DEMOBILIZATION	WORK CHANGE DIRECTIVE NO. 2	5
	12	20+00	MOBILIZATION	WORK CHANGE DIRECTIVE NO. 2	5
	14		PROPOSAL INSTALL FENCE, REMOVE FENCE, REMOVE TUB RAIL	ADDITIONAL WORK, PROPOSAL FOR CHANGE ORDER INCLUDING DAYS BREAKDOWN	5
	15	25+60	SUGAR RD CHANGE ORDER DIFFERENCES AND ADDITIONAL WORK	BREAKDOWN FOR SUGAR RD. ATTACHED	22
SUBTOTAL					52

CARNAHAN ELEMENTARY

STREET	ITEM #	STA	ISSUE	DELAY TYPE	DAYS
BLUEBONNET ST.	1	1+00	EXTENDED DRIVEWAY TO MATCH OWNER'S EXISTING CONDITIONS	ADDITIONAL WORK	2
	2	1+30	ADDITIONAL DRIVEWAY TO MATCH OWNER'S EXISTING CONDITIONS	ADDITIONAL WORK	2
	3	2+00	ADDITIONAL SIDEWALK ENTRANCE WITH STEP TO MATCH EXISTING CONDITIONS	ADDITIONAL WORK	1
	4	6+00-7+00	REDESIGNED RAMPS, SIDEWALK, AND DRIVEWAYS BEHIND INLETS DUE TO ELEVATION LIMITATIONS	ADDITIONAL WORK CURB AND GUTTER, DELAYED CONSTRUCTION FOR NEW DESIGN	2
	5	14+45	HAZARD CONFLICT, BRUSH HANGING FROM POWER POLE, CITY TO REMOVE BRUSH.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE CITY HAD COMPLETED REMOVAL OF HAZARD.	1
	6	15+25	CONSTRUCTION OF CURB REQUESTED BY THE CITY TO COVER LAY DOWN CURB WHERE NO DRIVEWAYS WAS TO BE BUILT, NOT IN PLANS	ADDITIONAL WORK: CURB AND GUTTER	1
	7	16+50-18+00	CITY REQUESTED NO MACHINE WORK ON PROPERTY DUE TO CONDITION OF SPRINKLER SYSTEM AND GRASS	HAND DUG ALL WORK	3
	8	19+60	PLANS CALLED FOR 1 RAMP, CITY REDESIGNED INTERSECTION WITH 2 RAMPS TO BETTER SERVE EXISTING CONDITIONS	ADDITIONAL WORK: CURB RAMP	2
	9	21+00	EXTENDED DRIVEWAY TO MATCH OWNER'S EXISTING CONDITIONS	ADDITIONAL WORK: DRIVEWAY	1
	10	21+80	EXISTING CONDITIONS INCLUDING METER BOXES AND DROP OFF MAILBOXES REQUIRED RAMP REDESIGN	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS AGREED UPON	1
	11	24+00	EXISTING CONDITIONS REQUIRED RAMP REDESIGN, TWO RAMPS PARALLEL TO SIDEWALK REQUIRED INSTEAD OF 1 RAMP PERPENDICULAR TO ROADWAY	RAMP WAS REMADE TO BUILD AS PER REDESIGN.	1
	12	25+00	CITY ADDED CONCRETE CURB TO AVOID VEHICLES PARKING OVER NEW SIDEWALK	ADDITIONAL WORK: CURB	3
	13	25+60	REDESIGN OF RAMP REQUIRED TO ACCOMMODATE BUSINESS PARKING VEHICLES, MAILBOX AND RAMP ELEVATION	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS AGREED UPON	2
SUBTOTAL					22

KELLY PHAR ELEMENTARY

STREET	ITEM #	STA	ISSUE	DELAY TYPE	DAYS
CAFFERY AVE.	1	2+50	ADDED ENTRANCE TO PROPERTY TO MATCH EXISTING CONDITIONS	ADDITIONAL WORK: SIDEWALK; HALF DAY TO FORM, 1 DAY TO POUR, HALF DAY TO REMOVE FORMS	2

	2	3+60	TWO WATER METERS IN CONFLICT WITH SIDEWALK, CITY CREWS TO PERFORM RELOCATION	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE RELOCATION WAS COMPLETE.	1
	3	4+30	RAMP REDESIGNED DUE TO EXISTING CONDITIONS, DOUBLE RADIUS AT INTERSECTION.	ADDITIONAL WORK: CURB AND GUTTER	1
	4	4+75	RAMP REDESIGNED DUE TO NEW FIBER BOX INSTALLED NEAR RAMP	ADDITIONAL WORK: CURB	1
	5	7+30	ADDED CURB AND ADJUSTED SIDEWALK DUE TO NEW FIBER BOX INSTALLED NEAR PROPOSED RAMP AND SIDEWALK	ADDITIONAL WORK: CURB	1
	6	8+00	EXISTING ELEVATIONS REQUIRED REDESIGN OF DRIVEWAY, RAMPS AND SIDEWALK	ADDITIONAL WORK: EXTENDED DRIVEWAY TO MATCH EXISTING ELEVATIONS, FORM, POUR CONCRETE, REMOVE FORMS, 2 TOTAL DAYS	2
	7	11+25	EXISTING ELEVATIONS AND NEW FIBER BOX REQUIRED ADJUSTMENT TO PROPOSED SIDEWALK.	ADDITIONAL WORK: SIDEWALK ENTRANCE	1
ATHOL ST.	8	0+80	EXISTING ENTRANCE NOT SHOWN ON PLANS	ADDITIONAL WORK: SIDEWALK ENTRANCE	1
	9	1+50	EXISTING CURB AND GUTTER COLLAPSED, CITY REQUESTED IT BE REBUILT	ADDITIONAL WORK: CURB AND GUTTER, REMOVE CURB, EXCAVATION, COMPACTION, FORM NEW CURB, POUR CONCRETE, REMOVE FORMS, REGRADE, PERFORMED IN 3 DAYS	3
	10	2+00	DW 18 FORMED AS PER PLANS, UPON REVIEW, CITY REQUESTED DUMPSTER PAD BE RELOCATED TO DW 19.	ADDITIONAL WORK: DRIVEWAY	3
	11	2+00-3+20	EXISTING BURIED CURB AND GUTTER IN CONFLICT WITH PROPOSED SIDEWALK HAD TO BE REMOVED	ADDITIONAL WORK: REMOVE CURB AND GUTTER	2
	12	4+00	WATER METERS IN CONFLICT TO BE RELOCATED BY CITY.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE RELOCATION WAS COMPLETE.	1
	13	4+10	EXISTING SIDEWALK ENTRANCE NOT SHOWN ON PLANS	ADDITIONAL WORK: SIDEWALK	1
	14	5+80	NEW DW BUILT ON STA 5+65 AND TO BE LEFT IN PLACE CAUSED ELEVATION DIFFICULTIES TO BUILD DW 21 AND 22, REDESIGNED BY CITY	ADDITIONAL WORK: DRIVEWAY	3
KELLY AVE.	15	0+60	DUE TO EXISTING WATER METERS, CITY REALIGNED SIDEWALK NEX TO PROPERTY FENCE, ADDITIONAL WORK TO HAND DIG AROUND FENCE AND WATER SERVICES RUNNING UNDER NEW SIDEWALK ELEVATION	ADDITIONAL WORK: HAND WORK	2
	16	1+40	EXISTING ENTRANCE NOT SHOWN ON PLANS	ADDITIONAL WORK: SIDEWALK	1
	17	4+30	RAMP REQUIRED REDESIGN DUE TO EXISTING ELEVATION OF INLET	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS AGREED WITH CITY.	1

	18	8+90	EXISTING CONDITIONS DID NOT ALLOW TWO RAMPS TO BE BUILT AT THIS INTERSECTION, REDESIGNED WITH CITY.	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS AGREED WITH CITY.	1
	19	11+90	NEW FIBER BOX NOT SHOWN ON PLANS REQUIRED SIDEWALK ADJUSTMENT	DELAYED CONSTRUCTION TO ADJUST FIBER BOX	1
	20	16+30	OWNER REQUESTED DELAY TO CONSTRUCTION OF SIDEWALK TO ALLOW HIS CREWS TO RELOCATE SPRINKLER SYSTEM. EXISTING PAVERS REMOVED BY ASAGO AND DELIVERED TO OWNER.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE RELOCATION WAS COMPLETE. ADDITIONAL WORK, RELAY PAVERS OF OWNER AS PER EXISTING CONDITIONS.	2
	21	16+75	NEW FIBER BOX NOT SHOWN ON PLANS REQUIRED SIDEWALK ADJUSTMENT	DELAYED CONSTRUCTION TO ADJUST FIBER BOX	1
	22	17+00	EXISTING ENTRANCE WITH PAVERS NOT SHOWN ON THE PLANS.	ADDITIONAL WORK: SIDEWALK AND RELAY PAVERS OVER NEWLY BUILT SIDEWALK	2
	23	19+25	SIDEWALK ADJUSTMENT REQUIRED TO ACCOMMODATE EXISTING RELOCATED MAILBOX AND TREE THAT WAS REQUIRED TO STAY IN PLACE	ADDITIONAL WORK: ADJUST SIDEWALK PATH TO RESTRICTED AREA BY MAILBOX AND TREE TO REMAIN.	1
	24	19+75	OWNER REQUESTED EXISTING DRIVEWAY WITH GRAVEL FINISH TO STAY IN PLACE OR TO BE BUILT WITH SAME FINISH, CITY REQUESTED DELAYED START TO CONFIRM DIRECTION.	DELAYED CONSTRUCTION OF SIDEWALK, RAMPS AND DRIVEWAY, CREWS MOVED ON TO OTHER WORK, ONCE DIRECTION RECEIVED, CREWS RETURNED TO PERFORM WORK.	1
	25	20+00	EXISTING ELEVATIONS REQUIRED ADDITIONAL DRIVEWAY DIMENSIONS TO MEET SPECIFICAITONS	ADDITIONAL WORK: DRIVEWAY	2
	26	21+25	PROPOSED RAMP IN THE PLANS EXTENDED BEYOND ROW LIMITS, REDESIGNED TO STAY WITHIN ROW	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN WAS AGREED WITH CITY.	1
	27	27+75	EXISTING ABANDONED LIGHT POST IN CONFLICT WITH PROPOSED RAMP	DELAYED CONSTRUCTION OF RAMP, RECEIVED CONFIRMATION OF CITY TO REMOVE POST, ADDITIONAL WORK: REMOVE POST.	1
	28	29+70	EXISTING WATER VALVES IN CONFLICT WITH PROPOSED SIDEWALK	DELAYED CONSTRUCTION OF SIDEWALK, RAMP AND DRIVEWAY, CITY REQUESTED A NEW STELL BOX BE INSTALLED, PROVIDED BY THE CITY, INSTALLED BY ASAGO, ADDITIONAL WORK.	1
	29	32+00	OWNER SUFFERED FROM FLOODING FROM ROADWAY TO LOWER ELEVATION PROPERTY, REQUESTED DRIVEWAY NOT BE BUILT, AREA WAS SKIPPED, AFTER CONVERSATION BY CITY WITH OWNER, ASAGO RECEIVED DIRECTION TO BUILD DRIVEWAY WITH REVISED ELEVATION TO AVOID WATER FLOWING INTO OWNERS PROPERTY.	DELAYED CONSTRUCTION OF DRIVEWAY AND RAMPS, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE CITY MADE ARRANGEMENTS WITH PROPERTY OWNER.	2

	30	34+50	POWER POLE IN CONFLICT WITH PROPOSED RAMP TYPE	DELAYED CONSTRUCTION OF RAMP, ONCE RAMP REDESIGN WAS AGREED UPON WITH THE CITY, CONSTRUCTION OF NEW TYPE RAMP PROCEEDED.	1
DOGWOOD ST.	31	2+75	OWNER HAD DIRT DRIVEWAY WITH GATE ENTRANCE, REQUESTED DRIVEWAY BE BUILT INSTEAD OF PROPOSED SIDEWALK. CITY REVIEWED AND PROVIDED DIRECTION IN A LATER DATE.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE DIRECTION WAS RECEIVED.	1
	32	4+50	GAS LINE CONFLICT WITH PROPOSED SIDEWALK.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REALIGNMENT OF SIDEWALK WAS AGREED UPON WITH THE CITY.	1
	33	5+70	EXISTING ELEVATIONS OF NATURAL GROUND, PROPERTY FENCE AND LIMITATIONS WITH TOP OF INLET REQUIRED RAMP REDESIGN.	DELAYED CONSTRUCTION OF RAMP, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REDESIGN INCLUDING ADDITIONAL WORK: CURB, WAS AGREED UPON WITH THE CITY.	1
	34	7+00	EXISTING ROLLING GATE REQUIRED DRIVEWAY REDESIGN, DRIVEWAY EXTENDED.	ADDITIONAL WORK: DRIVEWAY EXTENSION	2
	35	11+00	GAS LINE CONFLICT WITH PROPOSED SIDEWALK.	DELAYED CONSTRUCTION OF SIDEWALK, CREWS MOVED ON TO OTHER WORK AND LATER HAD TO RETURN TO PERFORM WORK ONCE REALIGNMENT OF SIDEWALK WAS AGREED UPON WITH THE CITY.	1
	36	11+00-12+34	WATER LINE IN CONFLICT WITH PROPOSED SIDEWALK.	DELAYED CONSTRUCTION, CITY ORDERED OWNER TO RELOCATE WATER LINE, OWNER DID NOT PERFORM AND CITY SCHEDULED WORK WITH OWN FORCES. ASAGO'S CREWS MOVED ON TO OTHER WORK AND RETURN TO PERFORM WORK ONCE RELOCATION HAD BEEN COMPLETED BY OTHERS. SIDEWALK THAT HAD BEEN PREVIOUSLY FORMED HAD TO BE REDONE.	3
SUBTOTAL					53
TOTAL					127

PSJA TRI CITY PEDESTRIAN IMPROVEMENTS PHASE I

CONSTRUCTION SCHEDULE TIME JUSTIFICATION

BREAKDOWN OF SUGAR RD CHANGE ORDER

AIDA ESCOBAR ELEMMENTARY

STREET	ITEM #	STA	ISSUE	DELAY TYPE	DAYS
SUGAR RD	1	20+00-34+00	ADDITIONAL SY OF SIDEWALK	ADDITIONAL WORK: ESTIMATED 110 SY OF ADDIITONAL SW, 1 - 10 CY TRUCK LOAD = 90 SY, 1 DAY TO EXCAVATE AND FORM, 1 DAY TO POUR, 1 DAY TO REMOVE FORMS AND REGRADE. 90 SY/3 DAYS = 30 SY PER DAY RATE, 110 SY/30 = 4 DAYS	4
	2	20+00 - 34+00	ADDITIONAL SY OF REMOVE SIDEWALK	ADDITIONAL WORK: ESTIMATED 100 SY OF ADDITIONAL REMOVE SW, 50 SY PER DAY, REMOVE, HAUL AWAY, AND DISPOSE.	2
	3	20+00 - 34+00	CURB RAMP (TYPE 1)	ADDITIONAL WORK: 1 ADDITIONAL CURB RAMP, 1 DAY TO EXCAVATE AND FORM, HALF DAY TO POUR, HALF DAY TO REMOVE FORM AND REGRADE	1
	4	20+00 - 34+00	CURB RAMP (TYPE 2)	ADDITIONAL WORK: 1 ADDITIONAL CURB RAMP, 1 DAY TO EXCAVATE AND FORM, HALF DAY TO POUR, HALF DAY TO REMOVE FORM AND REGRADE	1
	5	26+75 - 28+00	REMOVE ASPHALT PAVEMENT	ADDITIONAL WORK: 125 LF X 8 = 188 SY = 2 DAY	2
	6	26+75 - 27+25	ADDITIONAL CURB	ADDITIONAL WORK: 100 LF OF ADDITIONAL CURB BEHIND SIDEWALK TO AVOID TRAFFIC FROM APARTMENTS TO ENCROUCH UNTO PROPOSED SIDEWALK.	2
	7	26+75 - 27+25	ADDITIONAL VALLEY GUTTER	ADDITIONAL WORK: 100 LF OF ADDITIONAL VALLEY GUTTER BEHIND SIDEWALK TO DRAIN PARKING LOT OF APARTMENTS.	3
	8	32+75 - 33+75	REMOVE ASPHALT PAVEMENT	ADDITIONAL WORK: 100 LF X 7 = 77 SY = 1 DAY	1
KELLY AVE	9	19+50 BEYOND	ADDITIONAL RAMP ALONG KELLY RD.	ADDITIONAL WORK: HEAVY TRAFFIC WITH LIMITED HOURS DUE TO SCHOOL, WORK ONLY FROM 9 AM TO 2:30 PM, WORK ALONG KELLY ROAD EXTENDED FROM 1 CURB RAMP TO TWO CURB RAMPS AND A COMMERCIAL DRIVEWAY.	2
	10	19+50 BEYOND	ADDITIONAL DRVIEWAY ALONG KELLY RD.	ADDITIONAL WORK: HEAVY TRAFFIC WITH LIMITED HOURS DUE TO SCHOOL, WORK ONLY FROM 9 AM TO 2:30 PM, WORK ALONG KELLY ROAD EXTENDED FROM 1 CURB RAMP TO TWO CURB RAMPS AND A COMMERCIAL DRIVEWAY AND REMOVAL OF ADDITIONAL SIDEWALK AND DRIVEWAY. COMMERCIAL DRIVEWAY TO BE BUILT IN TWO SECTIONS TO ALLOW TRAFFIC TO CUSTOMERS.	4
SUBTOTAL					22

PSJA Tri City Sidewalk Improvements Ph. I - Weather Log		NTP	Today's Date	Days to Date	Weather Days	Pharr Events
Date	Weather	12/15/2022	2/7/2024	249	31	2
Thursday, December 15, 2022	Notice to Proceed	Completion Date				
Friday, December 16, 2022	Environmental Permits	4/10/2024				
Friday, December 23, 2022	Weather Day	158	Add. Days			
Friday, January 27, 2023	Weather Day	11/22/2024				
Wednesday, February 1, 2023	Weather Day	CO#3 02/19 - Added 127 + 31 Weather Days (12/15/22 to 02/13/24)				
Wednesday, February 8, 2023	Weather Day	Pharr Hub Fest				
Monday, February 27, 2023	Time Suspension					
Tuesday, February 28, 2023	Time Suspension					
Wednesday, March 1, 2023	Time Suspension					
Thursday, March 2, 2023	Time Suspension					
Friday, March 3, 2023	Time Suspension					
Tuesday, March 21, 2023	Weather Day					
Tuesday, March 28, 2023	Weather Day					
Wednesday, March 29, 2023	Too Wet to Work					
Thursday, April 6, 2023	Weather Day					
Friday, April 7, 2023	Weather Day					
Thursday, April 27, 2023	Weather Day					
Monday, May 15, 2023	Weather Day					
Friday, May 19, 2023	City of Pharr Event					
Monday, June 5, 2023	Weather Day					
Thursday, July 6, 2023	Weather Day					
Tuesday, August 22, 2023	Weather Day					
Wednesday, August 23, 2023	Too Wet to Work					
Thursday, September 28, 2023	Weather Day					
Friday, September 29, 2023	Weather Day					
Thursday, October 26, 2023	Weather Day					
Monday, November 13, 2023	Weather Day	Winter Wland				
Tuesday, November 14, 2023	Weather Day					
Thursday, November 30, 2023	Weather Day					
Friday, December 1, 2023	City of Pharr Event					
Wednesday, December 13, 2023	Weather Day					
Thursday, January 4, 2024	Weather Day					
Friday, January 5, 2024	Too Wet to Work					
Monday, January 15, 2024	Weather Day					
Tuesday, January 16, 2024	Weather Day					
Monday, January 22, 2024	Weather Day					
Tuesday, January 23, 2024	Weather Day					
Wednesday, January 24, 2024	Weather Day					
Thursday, January 25, 2024	Weather Day					
Friday, January 26, 2024	Weather Day					

Monday, December 26, 2022	Christmas Day
	HOLIDAYS 2023
	New Year's Day
Friday, April 7, 2023	Good Friday
Monday, May 29, 2023	Memorial Day
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023	Labor Day
Friday, November 10, 2023	Veteran's Day
Thursday, November 23, 2023	Thanksgiving Day
Friday, November 24, 2023	Thanksgiving Friday
Friday, December 22, 2023	Christmas Eve
Monday, December 25, 2023	Christmas Day
Friday, December 29, 2023	New Year's Eve
	HOLIDAYS 2024
Monday, January 1, 2024	New Year's Day
Friday, March 29, 2024	Good Friday
Monday, May 27, 2024	Memorial Day
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Monday, November 11, 2024	Veteran's Day
Thursday, November 28, 2024	Thanksgiving Day
Friday, November 29, 2024	Thanksgiving Friday
Tuesday, December 24, 2024	Christmas Eve
Wednesday, December 25, 2024	Christmas Day
Tuesday, December 31, 2024	New Year's Eve
	HOLIDAYS 2025
Wednesday, January 1, 2025	New Year's Day



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: February 13, 2024

MEETING DATE: February 19, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on release of Final Payment and Retainage in the amount of \$125,109.57 to Castle Enterprises, LLC and acceptance of the Fir Avenue Paving Improvements Project as complete.

Classification: Regular

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

Issue: The contractor, Castle Enterprises, LLC, has completed construction of the Fir Avenue Paving Improvements Project. A preliminary walk through was held on January 29, 2024. A punch list was generated by Javier Hinojosa, P.E., the project engineer. Contractor corrected all items on the punch list and a final walk through was held on February 5, 2024. The project engineer, Javier Hinojosa, P.E., and the City has signed off on the Certificate of Construction Completion effective February 19, 2024. The City of Pharr accepts the work and will assume full possession on February 19, 2024. (Project #2122-01-528-C005-48)

Fiscal Consideration: Original Contract Amount: \$314,717.70

Paid to Date: \$189,608.13

Final Payment & Retainage: \$125,109.57

Staff Recommendation: Staff recommends the release of Final Payment and Retainage in the amount of \$125,109.57, and acceptance of Fir Avenue Paving Improvements Project as complete.

Alternatives: The project is complete. No alternatives.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas

Ruben Alfaro

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

City Management Office

Created/Initiated - 2/13/2024

Approved - 2/16/2024

Approved - 2/16/2024

Approved - 2/16/2024

Approved - 2/16/2024

Final Approval - 2/16/2024

**CITY OF PHARR**

118 S. Cage Blvd.
PO Box 1729
Pharr, TX 78577

PURCHASE ORDER**PO Number: 182172****Date:** 06/01/2022**Requisition #: 182172****Vendor #: 87901**

ISSUED TO: CASTLE ENTERPRISES, LLC
2210 MARRO RD
MONTE ALTO, TX 78538

SHIP TO: ENGINEERING
Attn: MARIA RANGEL
118 S. CAGE BLVD. 1ST FLOOR
Pharr, TX 78577

ITEM	COMM CODE	DESCRIPTION	GL ACCT #	UNITS	PRICE	AMOUNT
1	913-00	FIR AVENUE PAVING IMPROVEMENT PROJECT	40-51000-8877-002	0	0.00	314,717.70
PROJECT # 2122-01-528-C005-48 FIR AVENUE PAVING IMPROVEMENTS PROJECT CC: 3/21/2022 ITEM: 8J DEPT IS TO PROCEED						
(Final) Pay APP #6 Amount Due: \$109,374.39						

Requested by: Edward Markowsky**Authorized by****Purchasing Director:**

SHIPPING	0.00
TOTAL	314,717.70

1. Purchase Order numbers must appear on all shipping containers, packing slips, and invoices. Failure to comply with the above request may delay payment.
2. All goods are to be shipped F.O.B. Destination unless otherwise stated.
3. The City is exempt from all federal excise and state tax - ID# 74-6001875.

Audit Clause: The City of Pharr reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to awarded Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

Accounts Payable Department (956) 402-4150 Purchasing Dept (956) 402-4231

Payment Request No. _____ 6
Period: 09/11/23 to 01/31/24

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

Contractor: Castle Enterprises
2210 Marro Alto Road
Monte Alto, Texas 78538

Project: Fir Avenue Paving Improvements Project
Bid No. 2122-01-528-C005-48
PO # 182172

Original Contract Amount:	<u>\$314,717.70</u>
Change Orders:	<u>\$0.00</u>
Contract Amount to Date:	<u>\$314,717.70</u>
Total to Date:	<u>\$314,717.70</u>
Total Stored to Date:	<u>\$0.00</u>
Total to Date:	<u>\$314,717.70</u>
Retainage:	<u>\$15,735.89</u>
Total Due Less Retainage:	<u>\$298,981.82</u>
Less Previous Payments:	<u>\$189,607.43</u>
Current Payment Due:	<u>\$109,374.39</u>

Percent Completed: 100.00%

Original Contract Time (Days):	<u>120</u>
Change Orders (days):	<u>0</u>
Notice to Proceed	<u>6/6/2022</u>
Completion Date	
Contract Time Used	<u>514.17%</u>

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
Total				

* Provide Documentation Attachment "B"

Contractor:

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

Linda Castell

Signature:

2/13/2024

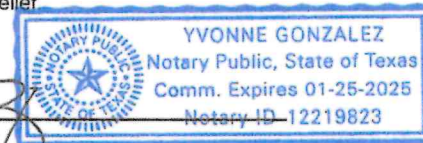
Date

Subscribed and sworn before me this 13th day of Feb 2024

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

[Signature]

Notary Public:



1/25/2025

My Commission Expires:

Construction Manager or Engineer of Record

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

Moises Beas
Construction Manager

02/13/24
Date:

Approved:

Ruben J. Alfaro., P.E.

City Engineer

Signature

Date

Mayra Gomez
Purchasing Director

Signature

Date

Karla Saavedra
Finance Director

Signature

Date

Depucity City Manager

Signature

Date

Dr. Jonathan B. Flores
City Manager

Signature

Date

Reserved

Signature

Date

Estimate Quantity Update Worksheet
Caltrans: 15th Avenue Paving Improvements Project
Date Began: 6/16/2022
Completion Date: 6/16/2022
Project No.: 1122-01-518-C09-448
County: Hidalgo
Est. No.: 6
Work Types: Drainage Improvements
Limits:

Contractor: Casile Enterprises, LLC
Contract Price: \$ 314,717.70
Work Done this Mo.: \$ 115,130.93
% Complete: 36.60%
From: 9/11/2023
To: 1/31/2024

Date Began: 6/16/2022
Contract Time: Days
Time Charged: Days
% Time Used:

Item No.	Description	Unit	Project Qty	Unit Price	Project Amount	Month No. 1			Month No. 2			Month No. 3			Month No. 4			Month No. 5			Month No. 6			Total to Date	Balance to Finish			
						Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date		Qty	Dollars		
WATER IMPROVEMENTS																												
1	DEMOLITION	LS	3	\$ 10,692.00	\$ 30,692.00	\$ 10,692.00	3	1	\$ -			\$ 1	\$ -		\$ 1	\$ -		\$ 1	\$ -		\$ 1	\$ -		\$ 3	10,692.00	0	\$ -	
2	UNCLASSIFIED EXCAVATION	CY	2100	\$ 4.32	\$ 9,072.00	\$ 9,072.00	1750	1750	\$ 1,512.00	350	2100	\$ -	2100	\$ -	2100	\$ -	2100	\$ -	2100	\$ -	2100	\$ -	2100	\$ -	2100	\$ 9,072.00	0	\$ -
3	6" SUBGRADE TREATED	SY	4100	\$ 3.38	\$ 13,858.00	\$ -			\$ 0	\$ -		\$ 0	\$ 13,858.00	4100	4100	\$ -	4100	\$ -	4100	\$ -	4100	\$ -	4100	\$ -	4100	\$ 13,858.00	0	\$ -
4	10" DSI	TONS	55	\$ 278.10	\$ 15,295.50	\$ -			\$ 0	\$ -		\$ 0	\$ 5,147.23	27.09	22.09	\$ -	22.09	\$ -	23.09	\$ 9,152.17	32.91	55	\$ -	55	\$ 15,295.50	0	\$ -	
5	10" CALICHE	SY	4100	\$ 10.95	\$ 44,895.00	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ 76,937.00	2460	2460	\$ 19,468.50	3230	3950	\$ 44,895.00	410	4100	\$ 44,895.00	0	\$ -	
6	2" RMAC W/FIBRE COAT	SY	3800	\$ 19.79	\$ 75,202.00	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ 75,202.00	3300	3800	\$ 75,202.00	500	\$ 75,202.00	0	\$ -	
7	14" CONCRETE CURB GUTTER	LF	1750	\$ 13.57	\$ 23,747.50	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ 11,913.60	880	880	\$ 9,433.15	690	1570	\$ 23,747.50	170	1750	\$ 23,747.50	0	\$ -	
8	BREAK EXIST. C&G (DSI) AND REPLACE WITH 6" VAL	LF	80	\$ 46.91	\$ 3,752.80	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ 3,752.80	80	80	\$ 3,752.80	0	\$ 3,752.80	0	\$ -	
9	20" CONCRETE APRON	SY	200	\$ 57.00	\$ 11,400.00	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ 11,400.00	200	200	\$ 11,400.00	0	\$ 11,400.00	0	\$ -	
10	5" REINFORCED CONCRETE SIDEWALK	LF	1700	\$ 23.27	\$ 39,559.00	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ 37,976.64	1637	1637	\$ 1,582.36	68	1700	\$ 39,559.00	0	\$ 39,559.00	0	\$ -		
11	ADJUST MANHOLE TOPS	EA	5	\$ 776.25	\$ 3,881.25	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ 3,491.25	5	5	\$ -	5	5	\$ 3,881.25	0	\$ 3,881.25	0	\$ -		
12	TIE TO EXIST. DRAIN MANHOLE	EA	3	\$ 742.50	\$ 2,227.50	\$ -			\$ 0	\$ 742.50	1	1	\$ -	1	\$ -	1	\$ -	1	\$ -	1	3	\$ 2,227.50	0	\$ 2,227.50	0	\$ -		
13	ADJUST WATER VALVE	EA	5	\$ 586.25	\$ 2,931.25	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ 2,931.25	5	5	\$ 2,931.25	0	\$ 2,931.25	0	\$ -	
14	CURB INLET WITH EXTENSION	EA	2	\$ 3,712.50	\$ 7,425.00	\$ -			\$ 0	\$ 7,425.00	2	2	\$ -	2	\$ -	2	\$ -	2	\$ -	2	2	\$ 7,425.00	0	\$ 7,425.00	0	\$ -		
15	12" RCP	LF	80	\$ 54.20	\$ 4,336.00	\$ -			\$ 0	\$ 4,336.00	80	80	\$ -	80	\$ -	80	\$ -	80	\$ -	80	80	\$ 4,336.00	0	\$ 4,336.00	0	\$ -		
16	REMOVE AND REPLACE 12" PVC C900 WATERMAIN	LF	80	\$ 73.13	\$ 5,850.40	\$ -			\$ 0	\$ 5,850.40	80	80	\$ -	80	\$ -	80	\$ -	80	\$ -	80	80	\$ 5,850.40	0	\$ 5,850.40	0	\$ -		
17	12" GATE VALVE & BOX	EA	3	\$ 4,252.50	\$ 12,757.50	\$ -			\$ 0	\$ 12,757.50	3	3	\$ -	3	\$ -	3	\$ -	3	\$ -	3	3	\$ 12,757.50	0	\$ 12,757.50	0	\$ -		
18	STRIPS	LS	1	\$ 1,620.00	\$ 1,620.00	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ 1,620.00	1	1	\$ -	1	1	\$ 1,620.00	0	\$ 1,620.00	0	\$ -		
19	TRAFFIC CONTROL	LS	3	\$ 3,780.00	\$ 11,340.00	\$ -			\$ 0	\$ 11,340.00	0.3	0.3	\$ -	0.3	\$ -	0.3	\$ -	0.3	\$ 2,646.00	0.7	1	\$ 3,780.00	0	\$ 3,780.00	0	\$ -		
20	UTILITY ADJUSTMENTS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ -			\$ 0	\$ 13,000.00	0.65	0.65	\$ -	0.65	\$ -	0.65	\$ 5,000.00	0.35	0.9	\$ 2,000.00	0.1	1	\$ 20,000.00	0	\$ 20,000.00	0	\$ -	
21	EROSION CONTROL	LS	3	\$ 4,320.00	\$ 12,960.00	\$ -			\$ 0	\$ -		\$ 0	\$ -		\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	3	3	\$ 12,960.00	0	\$ 12,960.00	0	\$ -	
Total						\$ 314,717.70	\$ 23,372.00	1	\$ 46,797.40	\$ 20,001.23	5	\$ 38,878.40	\$ 71,377.64	5	\$ 71,377.64	\$ 115,130.93	5	\$ 314,717.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		



**CITY OF PHARR**

118 S. Cage Blvd.
PO Box 1729
Pharr, TX 78577

PURCHASE ORDER**PO Number: 182172****Date:** 06/01/2022**Requisition #: 182172****Vendor #: 87901**

ISSUED TO: CASTLE ENTERPRISES, LLC
2210 MARRO RD
MONTE ALTO, TX 78538

SHIP TO: ENGINEERING
Attn: MARIA RANGEL
118 S. CAGE BLVD. 1ST FLOOR
Pharr, TX 78577

ITEM	COMM CODE	DESCRIPTION	GL ACCT #	UNITS	PRICE	AMOUNT
1	913-00	FIR AVENUE PAVING IMPROVEMENT PROJECT	40-51000-8877-002	0	0.00	314,717.70
PROJECT # 2122-01-528-C005-48 FIR AVENUE PAVING IMPROVEMENTS PROJECT CC: 3/21/2022 ITEM: 8J DEPT IS TO PROCEED						
Pay App - Retainage Amount Due: \$15,735.88						

Requested by: Edward Markowsky**Authorized by****Purchasing Director:**

SHIPPING	0.00
TOTAL	314,717.70

1. Purchase Order numbers must appear on all shipping containers, packing slips, and invoices. Failure to comply with the above request may delay payment.
2. All goods are to be shipped F.O.B. Destination unless otherwise stated.
3. The City is exempt from all federal excise and state tax - ID# 74-6001875.

Audit Clause: The City of Pharr reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to awarded Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

Accounts Payable Department (956) 402-4150 Purchasing Dept (956) 402-4231

Payment Request No. Final - Retainage
Period: 02/01/24 to 02/28/24

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

Contractor: Castle Enterprises
2210 Marro Alto Road
Monte Alto, Texas 78538

Project: Fir Avenue Paving Improvements Project
Bid No. 2122-01-528-C005-48
PO # 182172

Original Contract Amount:	\$314,717.70
Change Orders:	\$0.00
Contract Amount to Date:	\$314,717.70
Total to Date:	\$314,717.70
Total Stored to Date:	\$0.00
Total to Date:	\$314,717.70
Retainage:	\$15,735.89
Total Due Less Retainage:	\$314,717.70
Less Previous Payments:	\$298,981.82
Current Payment Due:	\$15,735.88

Percent Completed: 100.00%

Original Contract Time (Days):	120
Change Orders (days):	0
Notice to Proceed	6/6/2022
Completion Date	
Contract Time Used	514.17%

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
Total				

* Provide Documentation Attachment "B"

Contractor:

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

Hinda Castell

Signature:

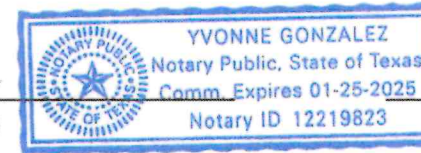
2/13/2024

Date

Subscribed and sworn before me this 13th day of Feb 2024

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

Hinda Castell
Notary Public:



1/25/2025

My Commission Expires:

Construction Manager or Engineer of Record

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

Moises Beas
Construction Manager

02/13/24
Date:

Approved:

Ruben J. Alfaro., P.E.
City Engineer

Signature Date

Mayra Gomez
Purchasing Director

Signature Date

Karla Saavedra
Finance Director

Signature Date

Depucity City Manager

Signature Date

Dr. Jonathan B. Flores
City Manager

Signature Date

Reserved

Signature Date

Estimate Quantity Update Worksheet
 Colowed: 17th Avenue Storm Improvements Project
 Date Began: 6/16/2022
 Completion Date:
 Project No.: 2122-01-518-C009-448
 County: 160806
 Est. No.: 6
 Work Type: Drainage Improvements
 Lumen:

Contractor: Castle Enterprises, LLC
 Contract Price: \$ 314,717.70
 Work Done (to Date): \$ 115,130.93
 % Complete: 100%
 From: 2/1/2024
 To: 2/28/2024

Date Began: 6/16/2022
 Contract Time: Days
 Time Charged: Days
 % Time Used:

Item No.	Description	Unit	Project Qty	Unit Price	Project Amount	Month No. 1			Month No. 2			Month No. 3			Month No. 4			Month No. 5			Month No. 6			Total to Date	Balance to Finish	
						Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date	Item Cost (Monthly)	Monthly Qty	QTY to Date		Qty	Dollars
WATER IMPROVEMENTS																										
1	DEMOLITION	LS	1	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00	1	1	\$ -		1	\$ -		1	\$ -		1	\$ -		1	\$ -		1	\$ 30,692.00	0	\$ -
2	UNCLASSIFIED EXCAVATION	CY	2100	\$ 4.32	\$ 9,072.00	\$ 7,560.00	1750	1750	\$ 1,511.00	350	2100	\$ -		2100	\$ -		2100	\$ -		2100	\$ -		2100	\$ 9,072.00	0	\$ -
3	4" SURGRADE TREATED	SY	4100	\$ 3.38	\$ 13,858.00	\$ -		0	\$ -		0	\$ 23,858.00	4100	4100	\$ -		4100	\$ -		4100	\$ -		4100	\$ 13,858.00	0	\$ -
4	LIME (5%)	TON	55	\$ 278.10	\$ 15,295.50	\$ -		0	\$ -		0	\$ 6,143.23	22.00	22.00	\$ -		22.00	\$ 5,352.27	32.81	55	\$ 15,295.50		55	\$ 15,295.50	0	\$ -
5	10" CALICHE	SY	4100	\$ 10.95	\$ 44,895.00	\$ -		0	\$ -		0	\$ -		0	\$ 26,937.00	2460	2460	\$ 13,468.50	1220	3680	\$ 44,895.00	4100	4100	\$ 44,895.00	0	\$ -
6	4" HMA W/PRIME COAT	SY	3480	\$ 19.78	\$ 75,209.00	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ 75,202.00	1800	1800	\$ 75,202.00		1800	\$ 75,202.00	0	\$ -
7	4" CONCRETE CURB GUTTER	LF	1700	\$ 22.97	\$ 23,749.00	\$ -		0	\$ -		0	\$ -		0	\$ 13,943.60	880	880	\$ 9,411.15	490	1370	\$ 23,749.00	1700	1700	\$ 23,749.00	0	\$ -
8	BRK EXIST. C&G (90) AND REPLACE WITH 6" VA	LF	80	\$ 46.81	\$ 3,752.80	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ 3,752.80	80	80	\$ 3,752.80		80	\$ 3,752.80	0	\$ -
9	20' CONCRETE APPROX	SY	200	\$ 57.00	\$ 11,400.00	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ 11,400.00	200	200	\$ 11,400.00		200	\$ 11,400.00	0	\$ -
10	12" REINFORCED CONCRETE SIDEWALK	LF	1700	\$ 29.27	\$ 39,559.00	\$ -		0	\$ -		0	\$ -		0	\$ 37,976.44	1612	1612	\$ 1,582.56	88	1700	\$ 39,559.00		1700	\$ 39,559.00	0	\$ -
11	ADJUST MANHOLE TOPS	EA	5	\$ 776.25	\$ 3,881.25	\$ -		0	\$ -		0	\$ -		0	\$ 3,881.32			\$ -		5	\$ 3,881.25		5	\$ 3,881.25	0	\$ -
12	TIE TO EXIST. UNARY MANHOLE	EA	3	\$ 742.50	\$ 2,227.50	\$ -		0	\$ 742.50	1	1	\$ -		3	\$ -		3	\$ -		3	\$ -		3	\$ 2,227.50	0	\$ -
13	ADJUST WATER VALVE	EA	5	\$ 506.25	\$ 2,531.25	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ 2,531.25	5	5	\$ 2,531.25		5	\$ 2,531.25	0	\$ -
14	CURB INLET WITH EXTENSION	EA	2	\$ 3,712.50	\$ 7,425.00	\$ -		0	\$ 7,425.00	2	2	\$ -		2	\$ -		2	\$ -		2	\$ -		2	\$ 7,425.00	0	\$ -
15	24" RCP	LF	80	\$ 54.20	\$ 4,336.00	\$ -		0	\$ 4,336.00	80	80	\$ -		80	\$ -		80	\$ -		80	\$ -		80	\$ 4,336.00	0	\$ -
16	REMOVE AND REPLACE 12" PVC C500 WATERLINE	LF	80	\$ 73.13	\$ 5,850.40	\$ -		0	\$ 5,850.40	80	80	\$ -		80	\$ -		80	\$ -		80	\$ -		80	\$ 5,850.40	0	\$ -
17	12" GATE VALVE & BOX	EA	3	\$ 4,252.50	\$ 12,757.50	\$ -		0	\$ 12,757.50	3	3	\$ -		3	\$ -		3	\$ -		3	\$ -		3	\$ 12,757.50	0	\$ -
18	STREET	LS	3	\$ 1,620.00	\$ 4,860.00	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ 1,620.00	1	1	\$ 1,620.00		1	\$ 1,620.00	0	\$ -
19	TRAFFIC CONTROL	LS	3	\$ 3,780.00	\$ 11,340.00	\$ -		0	\$ 11,340.00	0.3	0.3	\$ -		0.3	\$ -		0.3	\$ 2,646.00	0.2	1	\$ 3,780.00		1	\$ 11,340.00	0	\$ -
20	UTILITY ADJUSTMENTS	LS	3	\$ 20,000.00	\$ 60,000.00	\$ -		0	\$ 19,000.00	0.65	0.65	\$ -		0.65	\$ -		0.65	\$ 5,000.00	0.25	0.25	\$ 2,000.00		0.1	\$ 20,000.00	0	\$ -
21	EROSION CONTROL	LS	3	\$ 4,320.00	\$ 12,960.00	\$ 4,310.00	1	1	\$ -		1	\$ -		1	\$ -		1	\$ -		1	\$ -		1	\$ 4,310.00	0	\$ -
Total						\$ 314,717.70	\$ 22,577.00	3	\$ 46,737.40	3	\$ 20,001.23	\$ 30,878.60	3	\$ 71,377.34	\$ 115,130.93	3	\$ 314,717.70	\$ -		\$ -			\$ -	\$ -	\$ -	





CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON February 5, 2024 A FINAL INSPECTION was made of the project herein described.

CONTRACT: Fir Avenue Paving Improvements
BID NO.: Project # 2122-01-528-C005-48
CONTRACT DATE: June 06, 2022
CONTRACTOR: Castle Enterprises, LLC.
ADDRESS: 2210 Marro Alto Road, Monte Alto, Texas 78538
PROJECT DESCRIPTION: Contractor to construct an asphalt pavement roadway with sidewalks to continue Fir St. going south to the frontage road.

THIS IS TO CERTIFY:

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

5. Original Contract	\$314,717.70
Change Orders	\$0.00
Current Contract	\$314,717.70
Total Earned to Date	\$314,717.70
Less Previous Payments (-)	\$298,981.82
Balance with Retainage	\$15,735.89
Authorized Deductions (-)	\$0.00
Final Payment	\$15,735.89

6. That the **Final Payment** in the amount of \$(15,735.89)
(Fifteen thousand seven hundred thirty five .89/100)
is due and payable.

Javier Hinojosa, P.E.

Engineering Company


Project Engineer's Signature

APPROVED BY:

Castle Enterprises, LLC.

Contractor


Signature

2/12/24
Date

APPROVED BY:

Ruben J. Alfaro, P.E.

City Engineer

Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: February 14, 2024

MEETING DATE: February 19, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and Nueva Luz Foundation for the implementation of a Wellness Program for Pharr employees. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr wishes to enter into a memorandum of understanding with Nueva Luz Foundation for a wellness program for employees. The program consists of physical, emotional, social, financial, and spiritual wellness. The components are interconnected to produce results that are holistic in scope.

Fiscal Consideration: \$75,000 annually

Staff Recommendation: Approval

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/14/2024
Approved - 2/14/2024
Approved - 2/16/2024
Final Approval - 2/16/2024



902 S Airport Dr. Suite 7 ° Weslaco, TX 78596
www.nuevaluzfoundation.org

City of Pharr

Re: Wellness Program for Pharr Employees

The Nueva Luz Foundation would like to propose the following “phase in” plan for the program. We look forward to entering into a memorandum of understanding with the city to begin the planning process and move toward implementation of services.

The Pharr Employee Wellness Plan includes physical, emotional, social, financial, and spiritual wellness. The components are all interconnected to produce results that are holistic in scope.

Components

Physical Health

Considers the employee’s fitness level, exercise habits, and existing medical conditions. The physical health aspect of your wellness plan should also be proactive in detecting and preventing serious health risks such as heart disease and diabetes. NLF will include modalities somatic bodywork, and the method for physiological stress release.

Mental and Emotional Wellness

This covers all emotional, mental, and social well-being, especially how the employees handle stress or burnout and build resiliency. This includes the Trauma Release Exercise method (TRE). The following services are available “financial wellness” (mental issues brought on by worries about finances), spiritual wellness (values, contentment in one’s purpose in life), emotional/intellectual wellness (creativity, freedom of choice).

Work-Life Balance

This encompasses all the factors affecting the healthy balance between the employee’s job and personal life. Achieving work-life balance is important for individual employees and the city as it can prevent absenteeism, tardiness, inconsistent productivity, and high employee turnover rates.

Healthy Diet or Nutritional Health

The focus is on dietary choices and nutritional habits. It also explores how food nourishes, and affects emotional states, mental health, social relationships, and professional performance and productivity.



Corporate Culture

This includes the values, beliefs, goals, and behaviors of the city as a whole, including its workforce and management. City corporate culture affects an employee's overall well-being because an open, welcoming, and motivating culture creates pride and cultivates feelings of fulfillment among the employees. The Nueva Luz Foundation can assist with the planning and implementing retreats/strategic planning sessions for management, supervisory teams, and departments.

Workplace Safety

This focuses on providing safe working conditions for every employee. Valuing safety not only prevents the occurrence of accidents it also may help foster an environment conducive to optimal productivity. Workplace safety also helps build a sense of trust and loyalty in employees because they know the city is looking out for their safety. The Nueva Luz Foundation will offer a human factor engineering/ergonomic and biomechanics component for preventing and managing soft tissue injuries and muscular strain/fatigue for prevention. This will be accomplished using surface Electromyogram (EMG) and other evidence-based equipment to assist in training supervisors and implement a comprehensive program.

Proposed Implementation Phases

Phase I: Initial Orientation and Planning

Training and Meeting with key administration and management to orient to the program in terms of goals, trauma, and how becoming trauma-informed will assist the City of Pharr in the health goals for employees, increase productivity, and decrease liabilities for the city. The Nueva Luz Foundation is willing to assist the City of Pharr in grant writing to assure the stability and viability of the Pharr Wellness Program.

This meeting will assist in the definition of the pre-post measures for the program, which will include the Adverse Childhood Experiences Questionnaire (ACEs), Patient-Reported Outcomes Measurement Information System (PROMIS) a National Institute of Health instrument, as well as physiological measures and insurance usage tracking.

Phase II: Conduct the Stress, Trauma, and PTSD Basic Overview training for Department Heads and Supervisors. The supervisors will be trained to be trainers. The first responders should be done separately due to the unique job characteristics and risk factors (Police, Fire, and EMS Departments). Begin the Critical Incident Debriefing Services for Fire, Police, and EMS. Critical Incident debriefing is also



available for Pharr City personnel for specific incidents affecting particular departments or in community-level disasters.

- Phase III Topics of Stress, Trauma, and PTSD Basic information for employees to be accomplished in mini-targeted training for other Pharr employees in groups related to their work teams. This will be done through the trained supervisors, with our staff as back-up and partners.
- Phase IV Integrate our topics into the Monthly Brown Bag Lunch program. We will have a suggestion form with QR code access for suggestions. QR access forms will be used for Wellness Program Information documents, registration, appointment requests, and services.
- Phase V Train two peer wellness facilitators in each Department, and after one year of monitoring and mentoring, train them to be trainers. These peer facilitators will be the first level of access to prevention information. Train supervisors in human factor engineering/ergonomics to impact soft tissue injuries and muscular strain/fatigue.
- Phase VI Create and Implement a program allowing direct access to services, which are preventative, early intervention, and direct intervention.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: February 14, 2024

MEETING DATE: February 19, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract subscription with Carbyne, Inc. from New York, NY for next generation video for 9-1-1 services for Pharr Public Safety Communications (NPPGov Cooperative Purchasing Program and Contract No. PS20300). **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Carbyne created Universe solution to enable emergency communications specialists to more efficiently dispatch. Subscription consists of ten (10) licenses, and professional services for implementation and training.
(Project# 2324-01-525-S23-01)

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 2/14/2024

Mayra Gomez

Approved - 2/14/2024

Kenneth Ennis

Approved - 2/14/2024

Hilda Pedraza

Approved - 2/14/2024

Ricardo Rodriguez

Approved - 2/15/2024

Jamison Merrick

Approved - 2/16/2024

City Management Office

Final Approval - 2/16/2024



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Carbyne, Inc.



Publicly Solicited Contract

START DATE:

March 26th, 2020

POTENTIAL END DATE:

March 26th, 2026

CONTRACT NUMBER:

PS20300

LEAD PUBLIC AGENCY:

League of Oregon Cities (https://nppgov.com/profile_list/lead-agencies)

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Cloud Native Call Management Platforms
- Apex Call Management
- Responder Connect
- Universe Emergency Operations

Instructions to Access This Contract

Please Log in (<https://nppgov.com/contract/carbyne-inc/?login=true>) to view complete list of contract documents and instructions.

[Log In \(https://nppgov.com/contract/carbyne-inc/?login=true\)](https://nppgov.com/contract/carbyne-inc/?login=true)

Contract Documents

For Best Viewing Results Download Contract Docs

Synopsis, MPA, RFP, and IGA available to logged in members.

[Additional Resources](#)

- 📄 What is APEX? (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/18164752/APEX_One_Pager.pdf)
- 📄 What is Universe? (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/18164822/Universe_One_Pager.pdf)
- 📄 Video Board Streaming (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/18164853/Video_Board_One_Pager.pdf)
- 📄 Responder Connect (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/18164929/Responder_Connect_One_Pager.pdf)
- 📄 What is Events History? (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/18164951/Events_History_One_Pager.pdf)

Contact NPPGov

NPPGov Customer Service

customerservice@nppgov.com (<mailto:customerservice@nppgov.com>)

Phone: 877.329.8847

Testimonial

“ The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases. ”

Public Employee from Lyon County, Nevada



Carbyne Overview

Carbyne provides cloud native call management platforms that enables mission critical centers to interactively communicate with callers. For the first time, call takers can communicate with callers via live video (patented), instant chat as well as receive real time caller location. Our full call management platform unifies the flow of audio and rich data in a single user interface that simplifies the operations of call takers. By providing all the life saving tools they need on a single screen, call takers can minimize response time and maximize response efficiency.

Additional Company Information

- 📄 Apex Call Management (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/14203453/Apex-One-Pager.pdf>)
- 📄 Apex Call Management (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/14203453/Apex-One-Pager.pdf>)
- 📄 Responder Connect (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/14203543/ResponderConnect-One-Pager.pdf>)
- 📄 Universe Emergency Operations (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2022/04/14203612/Universe-One-Pager.pdf>)
- 📄 Testimonies (<https://carbyne.com/videos/>)

Contact Info

Carbyne Contact Info

Cara Vermillion

carav@carbyne.com (<mailto:carav@carbyne.com>)

salesops@carbyne.com (<mailto:salesops@carbyne.com>)

Mailing Address

Carbyne Mailing Address

45 W 27th St

Floor 2

New York, NY 10001

ADDRESS

17930 International Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847
customerservice@nppgov.com (mailto:customerservice@nppgov.com)

SOCIAL

 (<https://www.facebook.com/NPPGov>)   (<https://www.youtube.com/channel/UCf7Kha5PPKp4-t0QZcy9NGg>)
 (<https://www.linkedin.com/company-beta/4787537/>)
(<https://twitter.com/NPPGov>)

Terms and Conditions (<https://nppgov.com/terms-and-conditions/>) Privacy Policy (<https://nppgov.com/privacy-policy/>)
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Carbyne Universe Commercial Proposal

Dr. Jonathan B. Flores, City Manager

Pharr Public Safety Communications

7107 South Cage Boulevard, Pharr, TX 78577

+1.956.402.4000 | jonathan.flores@pharr-tx.gov

February 14, 2024

Carbyne Contact:

Thomas Marsh

Channel Partner Manager

+1 336.978.8708 | thomasm@carbyne.com

Carbyne, Inc.

New York, NY 10001

www.carbyne.com



Dr. Jonathan B. Flores, City
Manager

Pharr Public Safety
Communications
7107 South Cage Boulevard
Pharr, TX 78577

Carbyne, Inc.
45 W 27th St, Floor 2
New York, NY 10001

Carbyne, Inc. (Carbyne) welcomes the opportunity to deploy Universe with **Pharr Public Safety Communications**. We thank you for allowing us this opportunity to partner with your agency to help you improve your service to your community.

Carbyne created the Universe solution to enable emergency communications specialists to more efficiently dispatch by providing information as quickly as possible. Universe is designed to minimize response times and increase efficiency while improving situational awareness between the caller and emergency services during emergency and non-emergency situations.

Universe is a cloud native solution. Therefore, it can simply be installed on any computer having an internet connection with minimal interruption to existing working products, whether it be 9-1-1, 3-1-1, or any Emergency Communications Center.

Use of Carbyne products and services is subject to the Terms and Conditions (as defined in the Quote). This proposal is valid for 90 days.

Carbyne extends its thanks to **Pharr Public Safety Communications** for allowing us to share how we can serve as your ***provider of location information with video, pictures, and chat to enhance your current 9-1-1 and computer aided dispatch systems from 9-1-1 to Live-1-1.*** If you have questions related to this proposal, please contact me at +1 336.978.8708 or at thomasm@carbyne.com

Sincerely,

Thomas Marsh

Channel Partner Manager

Quote

The following pricing includes Universe licenses and any related services, if applicable. Any items not expressly stated below are not included. All fees are on an annual subscription basis, unless otherwise specified. The subscription term is one year.

Remote support for the term of subscription is included in the subscription fees. The parties will mutually agree upon a training plan determined during project kickoff discussions.

Project Fees

Description	
Annual Subscription Fees Include:	\$39,900
• Universe Platform • Responder Connect • Control Center ○ Events History ○ Video Board • Essentials Services ○ Customer Success ○ Technical Support	• 10 Licenses
Discount	(\$2,500)
Annual Subscription Fee Total	\$37,400
One-Time Implementation & Training Fees	\$12,500
The one-time implementation fees set forth above are based on the information in the pre-sales questionnaire reviewed with the Customer. These implementation fees may change if the pre-sales questionnaire is not accurate. Any changes in the fees will be communicated to the Customer. Professional Services for implementation and training are provided as described in a mutually agreed upon Statement of Work. Any provision of Professional Services is subject to the Carbyne Professional Services Terms and Conditions.	

Quote Summary

One-Time Deployment Costs and Year One Subscription Fees	\$49,900
Total Contract Value	\$49,900

Payment Terms

Carbyne will invoice the total fees upon full execution of this quote.

The subscription start date is the date of last signature of this Quote (“Start Date”), and the term of the subscription is one year from the Start Date.

All invoices are due Net 30 days from the date of invoice.

Additional optional features can be added at any time via a mutually agreed upon sales order(s) and applicable subscription fees will be prorated from the date such feature is added through the end of the subscription term of this sales order.

Upgrade Options

In the event the customer upgrades the solution to the APEX platform (Carbyne Cloud Call-Taking Solution) ("APEX"), unused subscription fees for the remainder of the subscription term may be taken into consideration toward the subscription to APEX. Upgrading to APEX may be subject to additional terms, including pricing, as mutually agreed upon in writing between the parties.

Terms and Conditions

Pharr Public Safety Communications is ordering the products in this Quote under the NPP.Gov Cooperative Purchasing Program (Carbyne Contract #PS20300). In addition, any use of Carbyne's products and services is subject to Carbyne's Terms and Conditions which can be found at <https://carbyne.com/legal/> ("Terms and Conditions"). The current version of the Terms and Conditions are also attached below. By signing below, you agree to this Quote and the Terms and Conditions.

Signatures of Authority

This Quote and the Terms and Conditions are entered into by and between **Carbyne Inc.**, with a principal place of business at 45 W 27th St, Floor 2, New York, NY 10001; and **Pharr Public Safety Communications**, with a principal place of business at 7107 South Cage Boulevard, Pharr, TX 78577.

Pharr Public Safety Communications

Carbyne, Inc.

Dr. Jonathan B. Flores, City Manager

Rahul Sheth, CFO

+1.956.402.4000 | jonathan.flores@pharr-tx.gov

+1 516.302.7434 | rahuls@carbyne.com

Customer Signature

Carbyne Signature

Date

Date

Carbyne Terms and Conditions

These Carbyne Terms and Conditions ("**Agreement**") govern your access to and use of the Solution offered by us or our Affiliates. By using the Solution, or upon your agreement to the Order Form for the Solution, you indicate you have read, understand and agree to the terms and conditions of this Agreement. If you use the Solution on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. "**Carbyne**", "**us**", "**we**" or "**our**" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as specified on the Order Form, on behalf of itself and its Affiliates, and "**Customer**", "**you**" and "**your**" refers to the customer on the Order Form.

DEFINITIONS

Affiliates means any other person that directly or indirectly controls, or is controlled by or under common control with a party, with 'control' as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.

Authorized User means you or your employees, consultants, agents or contractors who are granted access to the Solution by you as part of their support of your internal business or operations.

Confidential Information means information (whether oral, written or in some other tangible form) disclosed by one party (the "disclosing party") to the other party (the "receiving party") that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential, is by its nature confidential or relates to the business or affairs of the disclosing party.

Documentation means the then-current standard product sheet provided or made available by us with respect to the Solutions which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.

Intellectual Property Rights means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill relating or attached thereto, all derivative works and all extensions and renewals thereof.

Order Form refers to the ordering document, such as a quote, agreed to in writing between you and us which is subject to this Agreement and describes the Solution (including the number of Software licenses, as applicable) and Support Services you wish to purchase from us and the applicable fees.

Platform means the hosted platform, software as a service and/or other hosted product or service which we or our Affiliate(s) make available to you pursuant to this Agreement. The Platform excludes Software.

Privacy Policy means the policy found at <https://carbyne.com/app-privacy-policy/>, which describes how we use personal data you and your Authorized Users provide to us, including personal data which is shared with us in connection with your use of the Solutions.

Solution means the Software and Platform which we or our Affiliate(s) make available to you pursuant to this Agreement. The Solution does not include Third Party Content.

Software means the software in object code we provide to you for download under this Agreement which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with the Service and Support Level Agreement. Software excludes the Platform.

Subscription Term means the duration of your subscription to use the Solution specified in the applicable Order Form.

Support Services means the maintenance and support services provided in connection with your use of the Solution in accordance with the Service and Support Level Agreement.

Service and Support Level Agreement (or SLA) means the document provided by us describing the Support Services provided by us, which includes our commitment regarding the performance of the Platform, as updated and which is incorporated into this Agreement by this reference.

Supplemental Terms means additional terms and conditions that apply to specified products and services or address specific requirements, as mutually agreed upon between the parties in writing, which are made part of this Agreement.

Third Party Content means applications, materials, services, data and information, such as location, which are provided by a

third party and is made available to you through your use of the Solutions.

Your Data means data (including personal data of callers), records, reports, recordings and files you or your Authorized Users enter into the Solution, including the content of any message, video, or chat sent or received using the Platform, or which are otherwise generated by you or your Authorized Users through access or use of the Solution. Your Data includes log information from your use of the Platform, such as log data from your use of the Solution which is stored in Events History. Your Data does not include Third Party Content.

1. USE AND LICENSE OF PRODUCTS

- 1.1 Carbyne offers a Solution comprised of a cloud-based Platform accessed by Authorized Users through Software installed on an Authorized User's computer. During the Term, provided you are current in your payment obligations, we grant you: (i) the right to access the Platform through the Software; (ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download, install and use the Software solely for purposes of exercising your rights to access the Platform as part of the Solution. You may install the Software up to the number of licenses set forth in the Order Form, and you may access and use the Solution for your internal business purposes only. If we provide you with hardware or equipment for your use with the Solution, unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, you are required to promptly return the hardware or equipment to us.
- 1.2 You are responsible for obtaining and maintaining your own IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers and operating systems) and for the security of your systems, including the Software installed on your systems, and will take commercially reasonable steps to exclude malware, viruses, spyware and Trojans from your systems. You and your Authorized Users may use the Platform to send and receive messages, and you are solely responsible for any such messages and their content.
- 1.3 You may permit Authorized Users to access and use the Solution and Documentation provided you are responsible for: (i) ensuring all Authorized Users use the Solution and Documentation only for support of your internal business and operations in accordance with this Agreement, and (ii) any unauthorized use of the Solution or any breach of this Agreement by an Authorized User.
- 1.4 As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in

and to the Solution, Support Services, Professional Services and Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Solution and Documentation or any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us.

- 1.5 As part of your use of the Solution and Support Services, you may receive access to Third Party Content. You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content. We make any Third Party Content available "AS IS" without support (unless otherwise specified), representations or warranties of any kind. We may suspend or terminate provision or availability of any Third Party Content at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.

2. Orders and Fees

- 2.1 Orders for the Solution, and any related services, are placed when you agree in writing to an Order Form issued by us. Order Forms are subject to this Agreement. Unless otherwise set forth in the applicable Order Form or Supplemental Terms, delivery of the Solution occurs when we make the Software and Platform available to you.
- 2.2 You agree to pay the fees set forth on the applicable Order Form. We may also invoice you for additional fees if you exceed the permitted use. Fees are payable within 30 days of the date of the invoice we issue. All payments not made when due are subject to a late charge of 1.5% per month or the maximum amount allowed by law, compounded annually. You agree to pay fees by wire transfer or check to the account details provided by Carbyne in writing, or such other account as may be designated by Carbyne from time to time. Any fees specified on the Order Form are exclusive of applicable taxes.
- 2.3 If you fail to pay any fees in accordance with the terms of this Agreement and the applicable Order Form, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Platform until all outstanding fees have been paid.
- 2.4 You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Solution, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes,

then you must provide a valid exemption certificate or other government approved documentation to us.

3. Professional Services

- 3.1 You may request professional services, such as installation and integration services, in connection with your use of the Solution ("Professional Services"). A description of the Professional Services will be set forth in a Statement of Work ("SOW"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.
- 3.2 Any changes or modifications to Professional Services will be as mutually agreed in writing in an amendment to the SOW, including any associated changes to fees for Professional Services.

4. Your Obligations and Restrictions

- 4.1 You represent and warrant (i) that no third party agreement prevents you from using the Solutions as contemplated under this Agreement; (ii) you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all Software license keys and login credentials used by Authorized Users in connection with use of the Software and Platform.
- 4.2 You shall not, directly or indirectly: (i) attempt to infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices of Carbyne contained on or in Solution or Documentation; (iv) copy any part or content of the Solution or of the Documentation other than for your own internal business purposes (except as specifically permitted in this Agreement); (v) use the Solution or any part thereof to build a competitive product or service; (vi) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Solution or any data accessed or created by the Solution to any third person (except to the extent expressly permitted in this Agreement); (vii) permit other individuals or entities to create links to the Platform or Solution, or "frame" or "mirror" the Platform on any other server, or wireless or Internet-based device, or otherwise make available to a third party any token, key, password or other login credentials to the Solution; (viii) transmit software viruses or

any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment into the Platform or Carbyne's network environment; (ix) use the Solution or Third Party Content in violation of any applicable law or regulation or any rights of any person. You shall provide us with reasonable assistance to prevent the occurrence of any such activities by any third parties.

- 4.3 Furthermore, you shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam").

5. Platform Availability and Support

- 5.1 You may request Support Services, as described in the Service and Support Level Agreement. We will make the Platform available to you in accordance with the SLA, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Platform, your only remedy is as set forth in the SLA or to cease use of the Platform. Our obligations and commitments in the Service and Support Level Agreement only apply to the Solution and not to any other hardware, equipment, software, products or services.
- 5.2 We may at any time: (i) introduce new or additional products and services, (ii) update the Solution to improve or add features or functionalities to the Solution, or (iii) modify the Solution to cease providing a feature or functionality. We will make available to you any additional terms applicable to new or enhanced products and services in advance. If we materially degrade or remove a functionality from the Solution that affects your use of the Solution, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from the effective date of the termination, less any applicable

discounts not earned as of the effective date of the termination. Your continued use of the Solution after the effective date of any change is deemed as acceptance of the modified Solution.

6. Confidentiality

- 6.1 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.
- 6.2 Confidential Information excludes any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

7. Data, Data Privacy

- 7.1 Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Solution. We may use contact information you provide to us to communicate with you about the Solution and send you information we think may be of interest to you based on your marketing

communication preferences. Our use of your personal data remains subject to the Privacy Policy. The parties may enter into additional Supplemental Terms governing data privacy, if necessary to comply with applicable privacy laws.

- 7.2 You retain all right, title and interest, including Intellectual Property Rights, in and to Your Data. You grant us a license to use, reproduce, transmit and analyze Your Data, solely as required to provide the Solution to you (including performance of operations by the Solution in accordance with Documentation and this Agreement), and to provide Support Services and Professional Services. Unless you provide us with written instruction otherwise, we will retain Your Data which you submit to the Platform or which is recorded or stored in the course of your use of the Solution, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that you acknowledge you are responsible for your compliance with any applicable data retention laws. Your Data is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, you may download Your Data which has been stored on the Platform. You will be solely responsible for the retention of such data for any applicable retention periods and for the purposes of any subsequent data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after you download Your Data.
- 7.3 We may create anonymized and aggregated statistical data from your usage of the Solution, which does not include your personal data. We may use such anonymized and aggregated data for our own purposes, such as to develop and improve the Solution, to develop new services or products, and to identify usage trends.

8. Compliance

- 8.1 You agree to use the Solution in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 8.2 You agree to report any known or suspected misuse of the Solution to us. We have the right to monitor your use of the Solution (but not Your Data) to verify your compliance with this Agreement at any time. If we believe that you are using the Solution in an unauthorized or improper manner, we may, without notice and at our sole discretion, without

limiting any other remedy available to us, terminate or suspend your right to use the Solution (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

9. Warranties; Disclaimer

- 9.1 Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.
- 9.2 We warrant that the Solution provided to you under this Agreement are in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Agreement, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to repair or restore the non-conforming Solution so that it conforms to this warranty, or (ii) if such repair or restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Solution and refund to you any prepaid amounts for such Solution on a pro-rata basis for the remainder of the Term.
- 9.3 **YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND YOU MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER.**
- 9.4 **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE PROVIDE THE SOLUTION, SUPPORT SERVICES AND DOCUMENTATION TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.**

10. Our Indemnity; Customer Responsibilities

- 10.1 Provided you comply with Section 10.2 below, we will defend you from any claims brought by a third party alleging

your use of the Solution in accordance with this Agreement infringes their Intellectual Property Rights ("IP Claim"). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the Solution outside the scope of this Agreement; (ii) combination or use of the Solution with third party equipment, hardware, materials, components or applications; or (iii) use of the Solution after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and liability in connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 10.1.

- 10.2 To receive the benefit of Section 10.1, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Software and Platform which is subject to the IP Claim.
- 10.3 You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Solution and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Solution with Your Data and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 4 (Your Obligations).

11. Limitation of Liability

- 11.1 NOTHING IN THIS AGREEMENT LIMITS A PARTY'S LIABILITY FOR WILLFUL MISCONDUCT OR FRAUD, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, ITS RESPECTIVE OBLIGATIONS UNDER SECTION 10 (INDEMNITY; RESPONSIBILITIES), OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.
- 11.2 SUBJECT TO SECTION 11.1, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU TO US DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

11.3 SUBJECT TO SECTION 11.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING YOUR DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term; Termination

12.1 The Subscription Term and start date are set forth on the Order Form. The subscription shall automatically renew for additional 12 month periods (each a “**Renewal Term**”) after the initial Subscription Term unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Order Form or unless the Agreement is terminated in accordance with the terms of this Section 12.

12.2 Either party may terminate an Order Form or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Solution. Outstanding Order Forms are automatically terminated upon termination of this Agreement.

12.3 Upon expiration of the Subscription Term or termination of the Order Form, any outstanding fees shall become due and payable, and you will immediately cease use of the affected Solution. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential Information in your possession (and certify in writing you have done so). Sections 1.4, 1.5, 6, 7, 9.3, 9.4, 10, 11, 12.3 and 14 shall survive any expiration or termination of this Agreement.

13. Betas; Evaluations

We may enable you to access and use the Software and/or Platform for beta-testing, evaluation, preview or any other free of charge purposes (collectively, “Free of Charge Services”). If we do so, you may use Free of Charge Services only for the purpose of evaluating their functionality and to provide feedback to us (which we may use freely). You may not use Free of Charge Services to process any personal data, and any production use is at your own risk. Any use of the Free of Charge Services by you or by your Authorized Users is provided “AS IS” WITHOUT WARRANTY OF ANY KIND AND “AS AVAILABLE”. The SLA and any security standards in this Agreement do not apply to Free of Charge Services. We may, at our discretion and without notice, change, limit or discontinue any Free of Charge Services, including your access and use. Our entire liability for all claims, damages and indemnities arising out or related to your use of Free of Charge Services will not exceed in the aggregate USD \$1,000.00 (or equivalent in local currency). We have no obligation to make Free of Charge Services generally available.

14. General

14.1. The Solution is a commercial product that was developed exclusively at private expense. If the Solution is acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Solution is considered ‘Commercial Items’ and ‘Commercial Computer Software’ or ‘Computer Software Documentation’, as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. The Solution may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Unless otherwise expressly required, we will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

14.2 Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

14.3 All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by

email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.

14.4 We may, with your prior approval, reference you as a customer or user of our products in our publicity or general marketing communications and activities.

14.5 This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement, Supplemental Terms and an Order Form, the Order Form, then the Supplemental Terms, will take precedence to the extent of such conflict and only with respect to the applicable Solution, Support Services and any Professional Services under such Order Form and Supplemental Terms. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or

any other instance. **If this Agreement is provided in response to a request for bid or request for proposal ("RFP"), and such RFP includes a provision requiring that no conflicting terms shall apply, then such RFP terms shall apply only to the extent of any conflict with this Agreement.**

14.6 You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.

14.7 Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

14.8 If you provide any ideas or feedback regarding any products and services offered by Carbyne (including Free of Charge Services), such as suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), we may use Feedback freely.

14.9 If you are entering into this Agreement with Carbyne, Inc. this Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in New York, New York. If you are entering into this Agreement with Carbyne Ltd. or Carbyne911 Mexico S. de RL de CV, this Agreement is governed by the laws of Israel, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Israel. Notwithstanding the foregoing, if you are a public entity and your state law requires you to contract under your state law, then your state law shall apply to this Agreement.