



**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, MARCH 4, 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 March 13, 2024 as National Procurement Professional's Day.

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) City Engineer's Report

B) City Events of Interest

1. EMS ambulance donation to Rio Grande Valley College.

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 19, 2024 - Regular Called Meeting and February 26, 2024 - Special Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals (RFP) for Professional Engineering Services for Inspection, Material testing and Construction Management for the I Road project (Rancho Blanco Road to us 281 (Military Hwy)). **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to advertise for bids for the I Rd. Project Road Reconstruction and Hike and Bike trail (Rancho Blanco to Military Hwy.) **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to extend Service Subscription agreement with Accela Government at Carahsoft from Reston, VA for the Accela Civic Platform and Citizen Access through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-4288. **This item supports SE - Service Excellence.** (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to extend the Service Contract for the Marketing Services for TeamPharr.net with De Saro Public Relations, LLC. Inc. from McAllen, Texas. **This item supports SE - Service Excellence.** (PURCHASING)

F) Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-06 to adopt new and updated Personnel Policies. **(3rd and Final Reading) This item supports SE - Service Excellence.** (HR)

G) Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-38 to adopt an updated Purchasing Policy Manual. **(3rd and Final Reading) This item supports SE - Service Excellence. (PURCHASING)**

H) Consideration and action, if any, on Ordinance adopting a new Procurement Card Policy Manual. **(3rd and Final Reading) This item supports SE - Service Excellence. (PURCHASING)**

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

1. Rio Delta Engineering, representing La Frontera Re Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Limited Industrial District (L-I). The property is legally described as being a 6.61 acre tract of land, more or less, out of Lot 7, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 West Warren Street. COZ#240104 **This item supports EV - Economic Vitality. (DEVELOPMENT SERVICES)**

2. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. CUP#060104 **This item supports EV - Economic Vitality. (DEVELOPMENT SERVICES)**

3. Shots Main Event, LLC., d/b/a Main Event Entertainment, 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 1.34 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite C. CUP#140101 **This item supports EV - Economic Vitality. (DEVELOPMENT SERVICES)**

J) PLATS:

1. HALFF, representing Jaime Garza, BEBO Distributing Company, Inc., A Texas Corporation, is requesting final plat approval of the proposed Lot 1 DSV Subdivision. The property is legally described as being 36.458 acres out of Lot 403, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 Block of West Produce Drive. SUB#231130 **This item supports EV - Economic Vitality. (DEVELOPMENT SERVICES)**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor, Homeland Security Grants Division for the Local Border Security Program (LBSP). **This item supports SSC - Safe and Secure Community. (POLICE)**

AGENDA REGULAR MEETING
March 4, 2024

B) Consideration and action, if any, on Resolution authorizing Pharr Police Department to submit an application for the Operation Stonegarden Grant Program (OPSG-2023) to the Office of the Governor's Homeland Security Division - Grant #3173109 / OPSG 2023. **This item supports SSC - Safe and Secure Community.** (POLICE)

C) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to Officer of the Governor, Homeland Security Grants Division - Operation Lone Star Grant Program. **This item supports SSC - Safe and Secure Community.** (POLICE)

D) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit grant application to the Office of the Governor-Criminal Justice Division: Pharr Border Bullet Resistant Shields. **This item supports SSC - Safe and Secure Community.** (POLICE)

E) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Human Trafficking Liaison Project. **This item supports SSC - Safe and Secure Community.** (POLICE)

F) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Crime Victim's Liaison Project. **This item supports SSC - Safe and Secure Community.** (POLICE)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Agreement with Life Scan Wellness Centers to provide annual medical physicals for the Fire Department. **This item supports SSC - Safe and Secure Community.** (FIRE)

B) Consideration and action, if any, ratifying Agreement between the Texas Department of Public Safety and the City of Pharr Fire Department for driver record services. **This item supports SSC - Safe and Secure Community.** (FIRE)

C) Consideration and action, if any, on Agreement between the City of Pharr and Mariela Ruiz, CPA, PLLC for financial services. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

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:*

AGENDA REGULAR MEETING
March 4, 2024

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

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

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

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

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

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

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.

AGENDA REGULAR MEETING
March 4, 2024

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 1st day of March 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 1st day of March 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



WHEREAS, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, in addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions as executing, implementing, and administering contracts, developing strategic procurement strategies, and cultivating working relationships with suppliers and other departments within the organization; and

WHEREAS, public procurement professionals operate under many different titles including “Contract Officer”, “Procurement Specialist”, “Purchasing Agent”, etc., and this Proclamation is intended to include all titles with the all-encompassing term “Procurement Professional”; and

WHEREAS, public procurement professionals that are members of the City of Pharr and other public and private organizations have tremendous influence on the economic conditions in the United States, with accumulative purchasing power running into the billions of dollars; and

WHEREAS, the public procurement professionals serve as the gatekeeper of the competitive process and are entrusted with the responsibility of ensuring that competitive processes are conducted with fairness and transparency for our partners in the business community; and

WHEREAS, the City of Pharr is focused on leading excellence in public procurement; and

WHEREAS, the City of Pharr seeks to expand the awareness of the public procurement professional’s role to governmental officials, the general public, businesses, and corporate leaders.

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 13th day of March, 2024 as:

“Procurement Professional’s Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of March, 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: March 4, 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: March 1, 2024

MEETING DATE: March 4, 2024

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
City Management Office

Created/Initiated - 3/1/2024
Final Approval - 3/1/2024



Report on Capital Improvement Project Activity Construction – March 2024

City Engineer – Ruben Alfaro, PE
Monday, March 4, 2024



Pharr
Engineering



City Engineers Report

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC April 02, 2023, *2nd BSIF Exit*) = 936 days
Time to Date: 1270 days (136%)
Original Contract Amount: \$7,946,724.38
Change Orders: \$701,210.26
Current Contract: \$8,647,934.64
Placed to Date: \$8,132,045.24 (94%)

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

Status: ATS Estimated time of Delivery is March 18, 2024. DO-N4 Letter submitted no positive response received as of now.

Next Step: Once ATS is received, installation and startup of generator will follow to complete the project.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit*

CONSTRUCTION



Pharr
Engineering



Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022
Contract Time: 120+112= 232 days

Time to Date: 597 days (257%)

Contract Amount: \$314,717.70

Change Orders: \$0.00

Current Contract: \$314,717.70

Placed to Date: \$314,717.70 (100%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor finished asphalt pavement, concrete apron, and concrete sidewalks, including ADA ramps and landings for the east and west side of Fir Avenue.

Next Step: Final walkthrough was held on February 9, 2024. City Commission accepted the project on February 19, 2024.



02-29-2024



02-29-2024

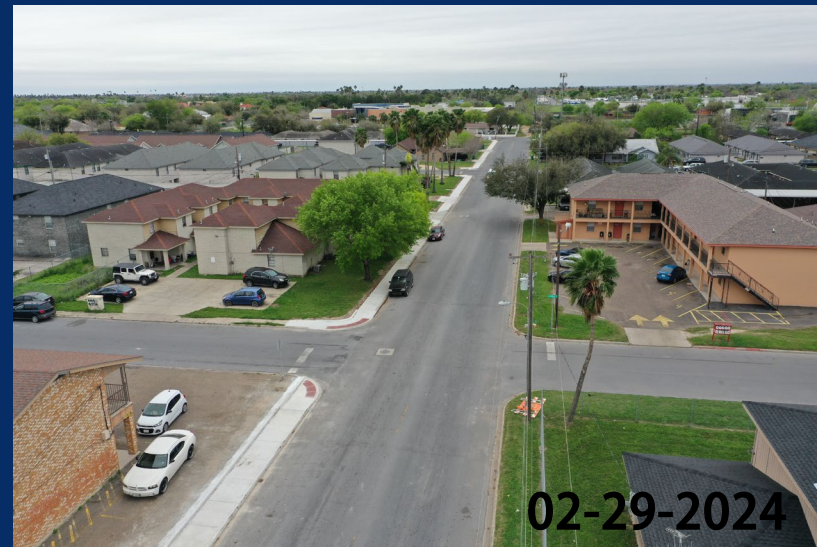
N. Fir Ave. Paving Improvements

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 15, 2022 (New)
Contract Time: 316 + 158 (ETC November 22, 2024) = 474 days

Time to Date: 266 days (56%) (31 Rain Days)
Contract Amount: \$2,325,300.55
Change Orders: \$135,684.40 (CO#1 – CO#3)
Current Contract: \$2,460,984.95
Placed to Date: \$1,208,358.65 (49%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area. Schools in city of Pharr include: Daniel Ramirez Elementary, Aida Escobar Elementary, Carnahan Elementary and Kelly-Pharr Elementary.

Status: Contractor will finish placement of all concrete sidewalks and driveways along S. Sugar Rd. by 03/01/24.
Next Step: Contractor to prepare ROW on a remaining portion along E. Kelly Ave. to finish Aida Escobar by 03/08/24.
Contractor to set up TCP and start preparation of ROW for Daniel Ramirez Elementary starting 03/11/24.



PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120+405+200= 725 days
Time to Date: 969 days (133%)

Contract Amount: \$1,494,704.00

Change Orders: -\$7,145.64

Current Contract: \$1,487,558.36

Placed to Date: \$1,358,958.36 (91%)

Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd.

Status: The lift station is in service and all items have been completed.

Next Step: Generator on-site. Install location in review by Engineering and Public Utilities. After generator is installed, project will be taken to CC for closeout.



11-29-2023

Lift Station No. 30 Rehabilitation



DEPARTMENT MISSION STATEMENT

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



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED:

MEETING DATE: March 4, 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 29, 2024

MEETING DATE: March 4, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Approval of Minutes for February 19, 2024 - Regular Called Meeting and February 26, 2024 - Special Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Minutes for meetings held on February 19, 2024 and February 26, 2024 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 2/29/2024
Final Approval - 3/1/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, FEBRUARY 19, 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 19, 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
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Imelda Perez, Assistant City Clerk
Ruben Alfaro, City Engineer
Jamison Merrick, Interim Finance Director
Veronica Ramirez, Asst. HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roy Rodriguez, Asst. Code Comp. 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
Mayra Gomez, Purchasing Director
Danny Ramirez, E.M.S. Chief
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Asst. P. S. Comm. Dir.
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

MINUTES: REGULAR CALLED MEETING
February 19, 2024

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Danny Ramirez, Chief of Emergency Medical Services, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NATIONAL ENGINEERS WEEK

Jonathan Flores, City Manager, introduced the item.

Ruben Alfaro, City Engineer, thanked the commission for recognizing National Engineers week and allowed each staff member to introduce themselves.

Comm. Chavez read proclamation proclaiming February 18 to 24, 2024 as National Engineers Week and presented proclamation to Engineering Department staff.

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) SUBMISSION OF SALES TAX COLLECTION REPORT FOR FEBRUARY 2024. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 0.48% year to date true growth and a 0.01% increase compared to last year February 2022.

B) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, introduced the item.

Yuri Gonzalez, Chief Communications Officer, reported on upcoming It's Time Texas events. She stated a yoga event would take place on Wednesday, February 21, 2024 at P.S.J.A. North High School from 6:00 p.m. to 7:00 p.m. She further stated the Walk with the Mayor event would take place on Friday, February 23, 2024 at the

MINUTES: REGULAR CALLED MEETING

February 19, 2024

P.S.J.A. Stadium at 5:30 p.m. and a Zumbathon would take place on Wednesday, February 28, 2024 at the Hub Parking Lot from 6:00 p.m. to 7:00 p.m.

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

Yuri Gonzalez, Chief Communications Officer, presented a video recap of the Healthy Brain Initiative Grant and stated this initiative had caused a lot of traction on social media outlets placing the City of Pharr in a good spotlight.

Yuri Gonzalez, Chief Communications Officer, also presented video recaps of Valentine's Day weddings "Say I Do" and "Night Under the Stars" events that took place at our Pharr One – French Gardens.

Lastly, Yuri Gonzalez, Chief Communications Officer, presented video recap of the 2024 Stags Swim Meet Championship Event that was co-hosted by City of Pharr and Pharr-San Juan – Alamo Independent School District.

Sergio Alanis, Parks & Recreation Director, introduced Adam Diaz, Aquatics Supervisor and Coach Jonathan Landeros with P.S.J.A ISD. He further reported this was the first year they held this event and stated the event was a great success.

Jonathan Landeros, P.S.J.A ISD Coach, provided some statistics regarding the swim meet held and those swimmers participating in the competition. He stated this was a great Tri-City aquatics collaboration.

ITEM 6. 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)**

MINUTES: REGULAR CALLED MEETING
February 19, 2024

- 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, REQUESTED 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.**
 - 2. CROSS DEVELOPMENT CC PHARR, LLC., REPRESENTING HEAVY INVESTMENTS, LTD., OWNER, REQUESTED 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.**
 - 3. DIANA L. BOJORQUEZ DE ROBLES, DBA ROYAL GARDEN, REQUESTED 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.**
 - 4. AIESTY, INC., D/B/A SEOUL ASIAN MARKET, REQUESTED 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.**
 - 5. TOPGOLF USA PHARR, LLC., REQUESTED 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**

MINUTES: REGULAR CALLED MEETING
February 19, 2024

PROPERTY'S PHYSICAL ADDRESS IS 1901 WEST INTERSTATE HIGHWAY 2. CUP#170846 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

6. SR. CRUDA CEVICHE AND MICHELADAS, LLC., REQUESTED 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.
7. MARISCOS EL MUELLE, LLC, D/B/A MUELLE 37, REQUESTED 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.
8. O & C BAR B QUE, LLC, D/B/A BAR B CUTIE SMOKEHOUSE, REQUESTED 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.
9. REGENCY HALL, REQUESTED 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.

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

Comm. Chavez moved to approve. Comm. Carrillo seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Mayor Hernandez abstained from voting on Item 6-G1.

Ordinance Nos. O-2024-02 and O-2024-03 are 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 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

MINUTES: REGULAR CALLED MEETING
February 19, 2024

The time being 4:28 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:16 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 APPROVING THE EXTENSION OF THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE (TIRZ) #2. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

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 by majority vote of six (6) ayes and one (1) abstention. Comm. Pacheco abstained from voting.

Ordinance No. O-2024-04 is filed with the City Clerk's Office.

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)

Jonathan Flores, City Manager, introduced the item.

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

At this time, Mayor Hernandez called upon Noel De Leon from Pharr Housing Authority.

Noel De Leon, Pharr Housing Authority Director, and Donna Rickenbacker, Citrus Village Development Representative approached the podium and introduced themselves.

MINUTES: REGULAR CALLED MEETING
February 19, 2024

Mr. De Leon provided information regarding tax exemption, business transaction, and communication with the business developer.

Comm. Pacheco asked Ms. Rickenbacker if Citrus Village was not partnering with Pharr Housing Authority, it would be a taxable asset. Ms. Rickenbacker agreed and stated it could be a taxable development. Additionally, she stated there were ways to work with Pharr Housing Authority and there was tax revenue generated from this development.

Mayor Hernandez stated the City of Pharr would support the project with the understanding that if the City was compromised with property taxes, the City will not support the project.

After some discussion, Comm. Carrillo moved to approve with contingencies as stated by the commission. Comm. Chavez seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Pacheco abstained from voting.

Resolution No. R-2024-10 is filed with the City Clerk's Office.

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)

Jonathan Flores, City Manager, introduced the item.

Comm. Pacheco moved to designate Comm. Chavez as secondary alternate member and Ruben Alfaro, City Engineer, as proxy to the Rio Grande Valley Metropolitan Planning Organization. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-11 is filed with the City Clerk's Office.

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)

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-2024-12 is filed with the City Clerk's Office.

- 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)**

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-2024-13 is filed with the City Clerk's Office.

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

Mayor Hernandez asked staff why extension was needed for this project.

Ruben Alfaro, City Engineer, briefly stated there was an issue with the relocation of utilities along Sugar Road and this caused a project delay.

There being no further discussion, 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 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)**

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 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)**

MINUTES: REGULAR CALLED MEETING
February 19, 2024

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 by majority vote of six (6) ayes and one (1) abstention. Comm. Pacheco abstained from voting.

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)

Jonathan Flores, City Manager, introduced the item.

Comm. Chavez **moved** to approve. Comm. Carrillo seconded the motion.

Comm. Medina asked why staff was recommending a business from New York. Sara Salinas, Public Safety Communications Assistant Director, stated contract subscription was priced the lowest and it was through cooperative purchasing program.

Jonathan Flores, City Manager, briefly stated the service would allow first responders to view the location of 911 callers and the City of Pharr would be the first in the valley to obtain this technology.

There being no further discussion, the motion was put to a vote and it carried unanimously.

ITEM 11. 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 5:33 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 19th 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

MINUTES: REGULAR CALLED MEETING

February 19, 2024

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:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, FEBRUARY 26, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, February 26, 2024 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Roberto Carrillo
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Michael Pacheco
Comm. Ramiro Caballero
Comm. Daniel Chavez

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Imelda Perez, Assistant City Clerk
Jamison Merrick, Interim Finance Director
Veronica Ramirez, Asst. HR Director
Jose Pena, I.T. 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 4:02 p.m. Roll call established a quorum.

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

REGULAR AGENDA - OPEN SESSION

ITEM 3. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND 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

MINUTES: SPECIAL CALLED MEETING
February 26, 2024

**APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE
(ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-14 is filed with the City Clerk's Office.

ITEM 4. CLOSED SESSION

None

ITEM 5. RECONVENE

None

ITEM 6. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:03 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 26th DAY OF FEBRUARY 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, 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 29, 2024

MEETING DATE: March 4, 2024

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals (RFP) for Professional Engineering Services for Inspection, Material testing and Construction Management for the I Road project (Rancho Blanco Road to us 281 (Military Hwy)). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Project will require a construction manager, material testing and inspection firm. RFP's need to be requested since project has federal funds for this item.
(Project No. 2324-01-528-S25-326)

Fiscal Consideration: None of the moment other than the Advertising fee.

Staff Recommendation: To Advertise

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
Mayra Gomez
Jamison Merrick
City Management Office

Created/Initiated - 2/29/2024
Approved - 2/29/2024
Approved - 3/1/2024
Final Approval - 3/1/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: March 1, 2024

MEETING DATE: March 4, 2024

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the I Rd. Project Road Reconstruction and Hike and Bike trail (Rancho Blanco to Military Hwy.) **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue:

Staff is requesting authorization to solicit sealed bids for the I Rd. Reconstruction and Hike and Bike project (Rancho Blanco Rd. to Military Hwy.) with the following CSJ's:

CSJ# 0921-02-363

CSJ# 0921-02-491

CSJ#0921-02-499

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: None

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
City Management Office

Created/Initiated - 3/1/2024
Final Approval - 3/1/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: February 28, 2024

MEETING DATE: March 4, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend Service Subscription agreement with Accela Government at Carahsoft from Reston, VA for the Accela Civic Platform and Citizen Access through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-4288. **This item supports SE - Service Excellence.**

Classification: Consent

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

Issue: The City of Pharr has been using the Accela Platform for the past five (5) years. Accela provides the solutions, services and product training that governments need to deliver efficient, seamless experiences delivering quick turnarounds for applications, plan reviews/approvals, and building inspections.
(Project No. 2324-01-518-P12-01)

Fiscal Consideration: N/A

Staff Recommendation: Staff Recommends approval to extend for one (1) additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Jose Pena
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/28/2024
Approved - 2/28/2024
Approved - 2/28/2024
Approved - 2/29/2024
Approved - 3/1/2024
Approved - 3/1/2024
Final Approval - 3/1/2024

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM



TO: Jose Pena
IT Director
City of Pharr
100W . Ferguson Ave .
Pharr, TX 78577 USA

FROM: Leslie Valdez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Reston, Virginia 20190

EMAIL: jose.pena@pharr-tx.gov

EMAIL: Leslie.Valdez@carahsoft.com

PHONE: (956) 402-4900

PHONE: (571) 662-3036

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: February 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO: 41969951
QUOTE DATE: 11/20/2023
QUOTE EXPIRES: 02/14/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$575,306.53
TOTAL QUOTE: \$575,306.53

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 OF 3						
1	SS10APFMSLVR001-R6-1-679	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (6th Renewal Term) 6th renewal term Accela Inc - SS10APFMSLVR001-R6-1 Start Date: 03/30/2024 End Date: 03/29/2025		\$2,469.94	TX DIR 72	\$177,835.68
2	SS10AACAPOP0001-R6-1-679	Accela Citizen Access - Subscription population Renewal - 12 Months (6st Renewal Term) 6th renewal term Accela Inc - SS10AACAPOP0001-R6-1 Start Date: 03/30/2024 End Date: 03/29/2025		\$0.0258	TX DIR 77,320	\$1,994.86
YEAR 1 OF 3 SUBTOTAL:						\$179,830.54
YEAR 2 OF 3						
3	SS10APFMSLVR001-R7-1-679	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (7th Renewal Term) 7th renewal term Accela Inc - SS10APFMSLVR001-R7-1 Start Date: 03/30/2025 End Date: 03/29/2026		\$2,630.48	TX DIR 72	\$189,394.56
4	SS10AACAPOP0001-R7-1-679	Accela Citizen Access - Subscription population Renewal - 12 Months (7nd Renewal Term) 7th renewal term Accela Inc - SS10AACAPOP0001-R7-1 Start Date: 03/30/2025 End Date: 03/29/2026		\$0.0274	TX DIR 77,320	\$2,118.57
YEAR 2 OF 3 SUBTOTAL:						\$191,513.13
YEAR 3 OF 3						
5	SS10APFMSLVR001-R8-1-679	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (8th Renewal Term) 8th Renewal Term Accela Inc - SS10APFMSLVR001-R8-1 Start Date: 03/30/2026 End Date: 03/29/2027		\$2,801.46	TX DIR 72	\$201,705.12

CONFIDENTIAL

PAGE 1 of 2

QUOTE DATE: 11/20/2023

QUOTE NO: 41969951

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
6	SS10ACAPOP0001-R8-1-679	Accela Citizen Access - Subscription population Renewal - 12 Months (8rd Renewal Term) 8th Renewal Term Accela Inc - SS10ACAPOP0001-R8-1 Start Date: 03/30/2026 End Date: 03/29/2027		\$0.0292	TX DIR	77,320	\$2,257.74
YEAR 3 OF 3 SUBTOTAL:							\$203,962.86
SUBTOTAL:							\$575,306.53
TOTAL PRICE:							\$575,306.53
TOTAL QUOTE:							\$575,306.53

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
7	SS10APFMSLVR001-R6-1-679	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (6th Renewal Term) Accela Inc - SS10APFMSLVR001-R6-1 Start Date: 03/30/2024 End Date: 03/29/2025		\$2,504.72	TX DIR	72	\$180,339.84
8	SS10ACAPOP0001-R7-1-679	Accela Citizen Access - Subscription population Renewal - 12 Months (7nd Renewal Term) Accela Inc - SS10ACAPOP0001-R7-1 Start Date: 03/30/2024 End Date: 03/29/2025		\$0.0252	TX DIR	77,320	\$1,948.46
SUGGESTED SUBTOTAL:							\$182,288.30

TX DIR contract number must be listed on purchase order

All use of the services specified in this document shall be governed by the Accela Terms of Service available at <https://www.accela.com/terms/>. By placing an order, customer accepts and agrees to be bound by the Accela Licenses Agreement.

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TSO-4288Contract Term Date: **02/21/25** ⓘContract Expiration Date: **02/21/25** ⓘ

Vendor Information

Carahsoft Technology CorporationVendor ID: **1522189693700**HUB Type: **Non HUB** ⓘRFO: **DIR-TSO-TMP-416**Contract Status: **Active****VENDOR CONTACT:**[Mikaela Lammers](#) ↗

Phone: (571) 662-4510

[Vendor Website](#) ↗**DIR CONTACT:**[Lesli Gonzalez-Parker](#) ↗

Phone: 512-475-4903

Contract Overview

Carahsoft Technology Corporation offers Software, including Software as a Service, Products and Related Services. Carahsoft offers multiple brands including DocuSign and Salesforce. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. There are numerous resellers listed for this contract whose brand offerings vary, please contact resellers for their current selection of available brands. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 2/21/2025.

Contract Details & Ordering Information

[Products & Services](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

2

[Search our 700+ contracts](#) to find one that offer the products or services you need.

3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

Can't find what you're looking for?

Explore additional products and services offered through DIR.

[All Products and Services](#) 

Texas
Department of
Information
Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

About DIR

Contact DIR

Careers

News

Calendar

 SIGN IN



Program Areas

Cooperative Contracts

Open Data Portal

Communications Technology Services

Data Center Services

Information Security

Texas.gov Services

Technology Planning, Policy and Governance

Helpful Links

Capitol Complex Directory

Statewide Search

Veterans Portal

Homeland Security

SAO Fraud Reporting

Texas.gov

Stay Connected

Paginas en Español

[Accessibility](#)

[Ethics Policy](#)

[Public Information Requests](#)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: February 28, 2024

MEETING DATE: March 4, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract for the Marketing Services for TeamPharr.net with De Saro Public Relations, LLC. Inc. from McAllen, Texas. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: Service contract extension for Marketing Services for TeamPharr.net. TeamPharr.Net has been working for past year with De Saro Public Relations on marketing and branding of our internet services and created the Pharr Connect campaign. They have over 20 people doing door to door sales as well as helping us find PSJA households our contractors have not been able to get in touch with. They also have produced a series of videos that have been launched in the Social Media platforms they oversee as well as promote our products. Processes have been streamlined so that they not only do sales but also do scheduling of appointments for customers as well as do follow ups with them to make sure they did get services and were satisfied with the installation and the service itself.
Project No. 2223-01-510-S032-001 (Year 2 of 3)

Fiscal Consideration: N/A

Staff Recommendation: Approval on extension

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 2/28/2024

Mayra Gomez

Approved - 2/29/2024

Jose Pena

Approved - 2/29/2024

Hilda Pedraza

Approved - 3/1/2024

Ricardo Rodriguez

Approved - 3/1/2024

Jamison Merrick

Approved - 3/1/2024

City Management Office

Final Approval - 3/1/2024

CITY OF PHARR
RFP – MARKETING SERVICES FOR THE TEAMPHARR.NET PROJECT
GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to service the City of Pharr with **MARKETING SERVICES FOR TEAMPHARR.NET (ITEM)** for a period commencing on the date of award of the Service Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "RFP Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.
5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.
6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced.
7. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.
8. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mrs. Anali Alanis , Interim City Manager, City of Pharr.
9. JURISDICTION. Purchase/Service/Supply Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.
10. VENUE. The parties agree that venue for purposes of any and all lawsuits, cause of action, and/or any other dispute(s) shall be in Hidalgo, Texas.
11. Exceptions. This Agreement supersedes any exceptions that are contradictory.

CITY OF PHARR

RFP - MARKETING SERVICES FOR THE TEAMPHARR.NET PROJECT
CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

Accepted this 15th day of February, 2023

Edna De Saro

AUTHORIZED SIGNOR

Edna De Saro

TYPE/PRINT NAME

CITY OF PHARR

OWNER

Anali Alanis

ANALI ALANIS,

INTERIM CITY MANAGER

Strategic Branding Director

TITLE

De Saro Rodriguez Advertising Agency

LEGAL COMPANY NAME

Wild Reelz

WITNESS

APPROVED AS TO FORM:

Patricia Rigney

PATRICIA RIGNEY, CITY ATTORNEY

APPROVED BY
CITY COMMISSION

ON: 3/16/23 - 7E

**EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR MARKETING SERVICES FOR TEAMPHARR.NET**

THIS EXTENSION OF AGREEMENT FOR MARKETING SERVICES FOR TEAMPHARR.NET , made and entered on _____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **DE SARO PUBLIC RELATIONS, LLC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 800 N. Main Street Suite 300B, McAllen, TX.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Marketing Services for TEAMPHARR.NET dated, March 16, 2023 by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **(PROJECT # 2223-01-510-S032-001)**; and

WHEREAS, the current term expires on March 15, 2024; and

WHEREAS, the Agreement provided that the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one (1) additional year.

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

1. Term of the Agreement is hereby modified so as to extend the term for one (1) additional year from March 16, 2024, to March 16, 2025; unit price(s) remaining unchanged at \$9,000/mo. for Marketing Services, plus Outreach Services as needed. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the City Wide Electrical On-Call and Maintenance Service has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on _____ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Dr. Jonathan B. Flores
City Manager

Approved As to Form:

By: _____
Ricardo Rodriguez Jr., City Attorney

DATED on _____ by **De Saro Public Relations LLC.**

De Saro Public Relations LLC.

By: _____

Title



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: February 21, 2024

MEETING DATE: March 4, 2024

FROM: Hilda Pedraza, 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. *(3rd and Final 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:

Hilda Pedraza

Veronica Ramirez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/21/2024

Approved - 3/1/2024

Approved - 3/1/2024

Approved - 3/1/2024

Final Approval - 3/1/2024

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

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.

TABLE OF CONTENTS

CHAPTER 1.	GENERAL STATEMENT	- 7 -
CHAPTER 2.	EMPLOYMENT AT-WILL	- 7 -
CHAPTER 3.	MANAGEMENT FUNCTIONS	- 7 -
CHAPTER 4.	CITY ORGANIZATIONAL STRUCTURE POLICY	- 8 -
CHAPTER 5.	FIRE & POLICE DEPARTMENT PERSONNEL	- 8 -
CHAPTER 6.	CATEGORIES OF EMPLOYEES	- 9 -
CHAPTER 7.	RESIDENCE REQUIREMENTS	- 9 -
CHAPTER 8.	NEPOTISM: STATE LAW	- 10 -
CHAPTER 9.	EQUAL EMPLOYMENT OPPORTUNITY POLICY	- 12 -
CHAPTER 10.	DIVERSITY, EQUITY, AND INCLUSION	- 12 -
CHAPTER 11.	CODE OF ETHICS	- 13 -
CHAPTER 12.	CONFLICT OF INTEREST	- 14 -
CHAPTER 13.	SOLICITATION AND DISTRIBUTION	- 16 -
CHAPTER 14.	POLITICAL ACTIVITY	- 16 -
CHAPTER 15.	NON-PROFESSIONAL EMPLOYEE RELATIONS	- 16 -
CHAPTER 16.	SEXUAL HARASSMENT	- 17 -
CHAPTER 17.	VIOLENCE PREVENTION	- 18 -
CHAPTER 18.	DRUG AND ALCOHOL-FREE WORKPLACE	- 19 -
CHAPTER 19.	OPEN DOOR	- 19 -
CHAPTER 20.	FLSA: EXEMPT AND NON-EXEMPT EMPLOYEES	- 20 -
CHAPTER 21.	ORIENTATION STATUS	- 20 -

CHAPTER 22.	REFERENCE CHECKS	- 21 -
CHAPTER 23.	PERFORMANCE EVALUATION.....	- 21 -
CHAPTER 24.	PERFORMANCE EXPECTATIONS	- 21 -
CHAPTER 25.	ATTENDANCE AND PUNCTUALITY	- 22 -
CHAPTER 26.	DRESS CODE.....	- 22 -
CHAPTER 27.	EMPLOYMENT OR APPOINTMENT TO A POSITION.....	- 26 -
CHAPTER 28.	ACCESS TO PERSONNEL FILE	- 26 -
CHAPTER 29.	CHANGES IN EMPLOYEE PERSONAL DATA.....	- 27 -
CHAPTER 30.	HOURS OR WORK; WORK CYCLES	- 27 -
CHAPTER 31.	TELEWORK.....	- 27 -
CHAPTER 32.	TIME-KEEPING & PAYROLL RECORDS.....	- 29 -
CHAPTER 33.	SALARY, WAGES, BENEFITS	- 29 -
CHAPTER 34.	OVERTIME WORK & PAY	- 29 -
CHAPTER 35.	ADVERSE INCIDENT PAY.....	- 30 -
CHAPTER 36.	COMPENSATORY TIME (FLSA)	- 34 -
CHAPTER 37.	STANDBY TIME	- 35 -
CHAPTER 38.	PAID TIME OFF: GENERAL PROVISIONS.....	- 35 -
CHAPTER 39.	PAID TIME OFF: HOLIDAYS	- 36 -
CHAPTER 40.	PAID TIME OFF: VACATION LEAVE	- 37 -
CHAPTER 41.	PERSONAL WELLNESS LEAVE	- 38 -
CHAPTER 42.	BEREAVEMENT LEAVE.....	- 38 -
CHAPTER 43.	PAID TIME OFF: SICK LEAVE	- 38 -

CHAPTER 44.	SICK LEAVE PAY-OUT.....	- 39 -
CHAPTER 45.	LEAVE DONATION FOR USE AS SICK LEAVE.....	- 40 -
CHAPTER 46.	PAID QUARANTINE LEAVE.....	- 40 -
CHAPTER 47.	WORKERS' COMPENSATION INJURY LEAVE	- 41 -
CHAPTER 48.	TEMPORARY TELEWORK – WHILE ON SICK LEAVE	- 42 -
CHAPTER 49.	FAMILY AND MEDICAL LEAVE ACT (FMLA)	- 42 -
CHAPTER 50.	JURY DUTY & COURT PROCEEDINGS	- 43 -
CHAPTER 51.	MILITARY LEAVE	- 44 -
CHAPTER 52.	VOTING LEAVE.....	- 44 -
CHAPTER 53.	ADMINISTRATIVE LEAVE; PAID OR UNPAID.....	- 44 -
CHAPTER 54.	TRAVEL	- 45 -
CHAPTER 55.	PUBLIC AND MEDIA RELATIONS.....	- 45 -
CHAPTER 56.	ELECTRONIC AND PROPERTY	- 46 -
CHAPTER 57.	E-MAIL AND INTERNET ACCESS	- 47 -
CHAPTER 58.	SOCIAL MEDIA	- 47 -
CHAPTER 59.	SAFETY	- 48 -
CHAPTER 60.	SECURITY INSPECTIONS.....	- 49 -
CHAPTER 61.	HEALTH SAFETY AND LIFE-THREATENING ILLNESSES.....	- 49 -
CHAPTER 62.	CLEAN AIR.....	- 49 -
CHAPTER 63.	OPERATION OF MOTOR VEHICLES.....	- 50 -
CHAPTER 64.	RETIREMENT	- 51 -
CHAPTER 65.	RETIREE HEALTH COVERAGE.....	- 51 -

CHAPTER 66.	DISCIPLINE POLICY GENERALLY.....	- 52 -
CHAPTER 67.	ADMINISTRATIVE SEPARATIONS.....	- 54 -
CHAPTER 68.	DISCHARGE.....	- 55 -
CHAPTER 69.	REHIRE & NO REHIRE	- 55 -
CHAPTER 70.	ADMINISTRATIVE REMEDIES FOR CERTAIN TYPES OF COMPLAINTS.....	- 55 -
CHAPTER 71.	APPEAL PROCEDURES FOR CERTAIN TYPES OF COMPLAINTS AND PERSONNEL ACTIONS	- 56 -
CHAPTER 72.	APPEAL PROCESS & PROCEDURE.....	- 57 -
CHAPTER 73.	DEFINITIONS.....	- 58 -

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. 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 6. CATEGORIES OF EMPLOYEES

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

- A. **Regular Full-Time Employees** are those who are scheduled to be at work a minimum of forty hours per week on a regular basis.
 - 1) These 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.

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

CHAPTER 7. 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 8. 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 9. 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 10. 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 11. CODE OF ETHICS

Section 1. Purpose. It is the policy of the City of Pharr, that employees commit to upholding the highest standards of ethics and integrity in all actions and decisions. The primary responsibility of all City employees is to serve the public with honesty, transparency, respect, and dedication without allowing prejudice, favoritism, or the opportunity for personal gain to interfere.

Section 2. The City of Pharr encourages the responsible and ethical use of public resources, promotes fairness, and contributes to the overall well-being of the municipality. Continued observance of this policy along with adherence to the City of Pharr's core values of Professionalism, Respect, Integrity, Discipline, and Ethics, are essential to maintaining the trust of the community and ensuring sound, fair governance.

Section 3. This policy is not all-inclusive. It is supplemental to all applicable City policies, ordinances, and State/Federal laws and regulations. Employees are expected to use reasonable judgement for decisions that are not outlined in this or other City policies. Other policies may be referenced for more detailed information.

Section 4. Ethical Standards and Conduct. These standards are established pursuant to the City of Pharr's Office of Professional & Ethical Standards as well as the Personnel Policy Manual, both of which should be referred to for detail or clarifications on any applicable guidelines. Employees should also consult the ethics policies of their individual professional organizations when applicable.

- A. Every employee shall demonstrate loyalty to the City of Parr and its citizens by knowing and complying with all City Ordinances, State and Federal Law, and Policies & Procedures.
- B. Every employee shall demonstrate loyalty to the City of Pharr and its citizens by knowing and complying with all City Ordinances, State and Federal Law, and Policies & Procedures.
- C. Every employee shall perform his/her duties with impartiality and without prejudice or bias for the benefit of all citizens of the City of Pharr.
- D. Every employee shall avoid appearances of impropriety during all interactions. Employees shall refrain from all activities or practices that create an actual or perceived conflict of interest with their position as a city employee.
- E. Every employee will make efforts to provide a work environment free from intimidation and harassment because of an individual's race, color, sex, religion, gender, national origin, age, or disability.
- F. No employee shall misuse public funds for personal gain or for obtaining personal favors.

- G. No employee shall, without proper authorization, disclose confidential information concerning the property, government, or affairs of the City nor shall they disclose any personal information of citizens or city employees unless the performance of duty or legal provision requires otherwise.
- H. Every employee shall always strive for professional excellence and to improve the ethical standards of the City of Pharr.
- I. Every employee shall work toward strengthening organizational capabilities to apply ethics, efficiency, and effectiveness in serving the public.

Section 5. The Office of Professional & Ethical Standards. While no concise written policy can cover every ethical or legal issue City employees may face, a good foundation for ethical behavior consists of individual consciousness, common sense, good judgment and compliance with governmental laws and regulations.

Section 6. In addition to self-governance and to address any additional ethical issues or ambiguities in city policies or procedures, the City of Pharr has established the Office of Professional & Ethical Standards. The Office of Professional & Ethical Standards is entrusted with the responsibility of overseeing and upholding ethical standards within the City of Pharr and will work to ensure integrity, transparency, accountability, and adherence to ethical principles across all facets of municipal operations. OPES duties and responsibilities include, but not limited to:

- A. Responsible for conducting investigations into any alleged ethical violations.
- B. Conduct thorough and impartial investigations into complaints or reports of misconduct or other personnel related conduct.
- C. Maintain strict confidentiality throughout the investigative process.
- D. Provide recommendations that may include policy changes to address systemic issues or prevent future misconduct.

Section 7. Reporting Possible Violations. Reports of possible violations should be referred to the Office of Professional & Ethical Standards for further investigation. The City of Pharr will treat each report seriously and any individual who reports or participates in an investigation of a report of a violation shall not be retaliated against. However, knowingly submitting a false complaint will subject that employee to discipline up to and including termination of employment and will be administered based on guidelines of the City of Pharr's Personnel Policies & Procedures.

Section 8. Violations of any provision of this Code may constitute a case for censure or other disciplinary action, up to and including termination of employment, as determined by the appropriate authority.

CHAPTER 12. 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 13. 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 14. 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 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. 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. Employees found to have engaged in sexual harassment will be disciplined, up to and including dismissal, depending on the severity of the misconduct.

Section 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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, Human Resources and/or the Office of Professional and Ethical Standards. 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.

CHAPTER 17. 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 18. 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 19. 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 20. 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 2. "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 21. 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 22. 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 23. 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 24. 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 25. 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 26. DRESS CODE

Section 1. General Policy. The dress standards reflect the pride and professionalism of the City of Pharr employees. The appearance of the employees impacts how citizens, customers, co-workers, and the Elected Officials view the city. A good appearance is definitely an asset to the employee, to the City of Pharr, and to fellow employees. It is very important that all employees dress professionally and maintain a neat and clean appearance. Employees should exercise good common sense and avoid extreme dress wear, make-up, and hairstyles. The department director is responsible for implementing this policy and should explain dress code to each employee in order to effectively promote good appearance and a professional image.

The purpose of the policy is to establish guidelines and standards for proper attire for City of Pharr employees. The policy is applicable to all city employees unless covered by a collective bargaining agreement. If a department director, his or her delegated representative, or the Human Resources designee determines that an employee's personal appearance does not correspond to the dress code policy, the employee may be asked to leave the workplace and not return until he or she is properly dressed or groomed. Employees will not be compensated for any time missed because of failure to comply with the policy.

Section 2. Attire Requirements.

- A. The department director may allow employees to dress in a more casual fashion than is normally required on special work-related occasions (i.e. moving boxes, supplies, records, heavy equipment, and furniture, etc.). When necessary, reasonable accommodation may be made for an employee with a disability.
- B. Field/uniform attire is appropriate for employees who do not routinely interact with the public. The field uniform attire consists of city issued attire, where applicable, or collared shirts, jeans, work pants or safety clothing and equipment as required by the City of Pharr. The department director, depending on the job function, may authorize the wearing of field attire.
- C. The maintenance of uniforms will be at the discretion of the department. Uniforms that are excessively worn or damaged shall be replaced with other uniforms based on the determination of the supervisor. Lost or abused uniforms will be replaced at the employee's expense.
- D. 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.
- E. **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.**
- F. Field/Uniformed Departments include Bridge, Communications, Development Services, Fire, Golf, Innovation & Technology, Parks & Recreation Police, Public Utilities, Emergency Medical Services and Public Works.
- G. Recreation staff including swimming pool staff may wear attire for the particular recreation/sports activities when engaged in such activities. Recreational staff are allowed to wear khaki or coaching shorts and clothing as appropriate to their job function. Shorts will only be worn by recreational staff at the discretion and rules set forth by the department director. Swimming attire must be fully covered when entering into an office atmosphere.

Section 3. Office Attire. Employees who work in an office setting must wear office attire during the normal business hours of operation. The office attire consists of appropriate clothing for a particular function of a department or business unit.

- A. Office Attire Departments include:

Administration personnel for the following Departments: Bridge, Chamber, City Manager's Office, City Communications, Court, Development Services, Engineering, Finance, Fire, Golf, Grants Management, Human Resources, Innovation & Technology, Library, Organizational & Strategic Excellence, Parks & Recreation, PEDC, Police, Public Safety Communications, Public Utilities, Public Works and Purchasing.

- B. Guidelines for Office Attire – Male Department Director & Assistant Department Director when attending high profile events and City Commission Meetings:

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

C. Guidelines for Office Attire – Male Employees

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

D. Guidelines for Office Attire – Female Employees

- 1) Business dresses, coat dresses are allowed
- 2) Two-piece pantsuits (no hosiery is required)
- 3) Dresses will not be any shorter than three (3) inches above the knee
- 4) Sleeveless dresses and blouses must be worn with a jacket or sweater
- 5) Slits will not be any shorter than five (5) inches above the knee
- 6) Shirts, blouses, sweaters, skirts and slacks of a conservative style and color
- 7) Blouse or shirt must be worn no lower than the second button from the collar
- 8) Dress shoes, leather boots

Section 4. Business Casual Attire. Business casual attire is an optional style of dress attire that is permitted in designated special tasks. The work environment and/or individual duties performed by the employee will dictate whether business casual attire is permissible. It is essential that employees who dress in business casual attire understand and adhere to the city's expectations for the standard dress code. The department director will determine whether business casual attire is appropriate depending on the employee's work area or position.

A. Guidelines for Business Casual Attire

- 1) Polo Shirt, collared shirt or sweater
- 2) Pullover collared polo shirts must be tucked into the slacks and of conservative style and color
- 3) Khaki or dress pants must be worn with a belt
- 4) Dress shoes or leather boots

Section 5. General Guidelines for Attire.

- A. Shoes - Must coordinate with business attire. Should be kept polished and in good repair. Open toe (with straps) shoe styles are allowed.

- B. Belts - Belts are considered part of all business attire, unless the clothing is designed to be worn without a belt.
- C. Accessories - Jewelry must be tasteful, not excessive and must coordinate with business attire. Earrings are allowed. Eyebrow rings, nose rings, lip rings, tongue studs are prohibited. Two pairs of earrings may be worn. Men are not allowed to wear earrings. Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn. Message buttons or pins are not permitted, except those issued by the City of Pharr and those approved by the department director.
- D. Hats & Caps - No hats allowed inside the office setting. No caps with logos except those issued by the City of Pharr. Caps and visors must be worn correctly to serve their purpose. Caps and visors worn upside down, sideways, and/or backwards are unacceptable.
- E. Glasses - Dark glasses may not be worn in-doors, unless required by a licensed physician and a medical excuse will be required.
- F. Name badge - Employees must have name badges readily available.
- G. Uniforms - Uniformed employees who have assigned uniforms must wear them at all times. Shirts must be tucked in and worn no lower than the second button from the collar. Uniforms must be well maintained, clean and pressed. Belts must be worn as part of all uniforms.
- H. Hair - Hair must be clean and neat in appearance and consistently maintained. Extreme hair color or hairstyle is prohibited. If hair is dyed, bleached, or tinted, it must be maintained (extreme hair colors that include but not limited to pink, green, blue, and purple are unacceptable). Sideburns, beards and mustaches must be neatly trimmed. Mohawks, and spiked hair are not permitted.
- I. Fingernails - Fingernails must be clean and neatly manicured. Nail length should not interfere with job performance.
- J. Fragrances - Fragrances must be subtle and in moderation. Offensive body odor and poor personal hygiene is not professionally acceptable.
- K. Makeup - Makeup should look natural. Subtle shades of cosmetics are acceptable.
- L. Tattoos - Only tattoos that are not offensive in nature are permitted. Facial tattoos are not acceptable except for cosmetic permanent make-up.
- M. T-shirt day: Must contain City of Pharr logo(s), emblems, and/or slogans; unless it is an authorized event.

Section 6. Unacceptable Attire.

- A. Party dress attire is not permitted.
- B. Clothing with holes, tears, and stains.
- C. Slits on short dresses and skirts are not permitted.
- D. Tank top, halter top, cut-off and see-through blouses or shirts are not permitted.
- E. Blouses/dresses (midriffs and backs must be covered).

- F. Revealing clothing such as bare midriffs and crop tops are not permitted.
- G. Blouses with thin straps, camisoles, midriff are not permitted.
- H. Low rider or hipster pants or slacks are not permitted.
- I. Leggings, spandex pants and athletic wear are not permitted.
- J. Footwear such as athletic/sport tennis shoes (sneakers), sandals, flip flops, clogs, slippers, and mules are not allowed. Bare feet are not permitted.
- K. Sweatshirts/sweatpants, shorts and cut-offs are not permitted.
- L. Faded or torn jeans are not permitted.
- M. Low cut blouses, shirts and dresses are not permitted, and no cleavage should be shown.
- N. Blouses and shirts that are glittery or transparent are not permitted.
- O. Dresses, blouses, shirts, pants, slacks, or skirts that are too tight to the skin are not permitted.
- P. Any apparel containing obscene slogans, foul language or other emblems or writing that may reasonably be expected to cause disruption or interference are not permitted.

Section 7. Employees who are not appropriately attired may be counseled and requested by a supervisor to return home and change into appropriate attire. Failure to comply with the dress code policy may subject the employee to disciplinary action up to termination of employment.

CHAPTER 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 word 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 38. 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 39. 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 40. 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 41. 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 42. 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 43. 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 44. 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 45. 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 46. 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 47. 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 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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 56. 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 57. 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 58. 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 59. 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 60. 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 61. 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 provide 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 62. 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 63. 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 64. RETIREMENT

Section 1. Retirement. Regular employees are afforded retirement under the Texas Municipal Retirement System.

Section 2. The conditions under which an employee becomes eligible for retirement is determined by the rules established under the Texas Municipal Retirement System (TMRS).

CHAPTER 65. RETIREE HEALTH COVERAGE

Section 1. Health Coverage Contribution Eligibility. 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. If a retired person elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage.

- F. Dependents are not eligible for health benefit coverage once the employee is separated from the city.

Section 2. Right to Purchase Continued Health Insurance Coverage.

- A. 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.
- B. 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.

Section 3. Level of Coverage:

- A. Except as provided by Subsections 3(B) and 3(C), 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.
- B. 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 1.
- C. The person may elect to continue coverage at a reduced level if such coverage is offered by the city.
- D. 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.

CHAPTER 66. 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 67. ADMINISTRATIVE SEPARATIONS

Section 4. 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 5. 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 6. 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 7. 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 68. 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 69. 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.

Section 3. 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 70. 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's level, the matter may be appealed to the City Manager, whose determination of the matter shall be final.

CHAPTER 71. 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 72. 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 73. 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.G.

DATE SUBMITTED: February 21, 2024

MEETING DATE: March 4, 2024

FROM: Hilda Pedraza, 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. **(3rd and Final 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:

Hilda Pedraza

Created/Initiated - 2/21/2024

Mayra Gomez

Approved - 2/22/2024

Ricardo Rodriguez

Approved - 2/22/2024

Jamison Merrick

Approved - 2/23/2024

City Management Office

Final Approval - 2/23/2024

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
Purchasing



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

This page intentionally left blank

PURCHASING DEPARTMENT POLICIES AND PROCEDURES MANUAL

TABLE OF CONTENTS

CHAPTER I. INTRODUCTION	1
A. AUTHORITY	1
B. PURCHASING POLICIES & PROCEDURES MANUAL REVIEW.....	1
C. GOALS OF THIS POLICIES AND PROCEDURES MANUAL.....	1
D. CENTRALIZED PURCHASING DEPARTMENT	1
E. GOALS OF THE PURCHASING DEPARTMENT	2
CHAPTER II. DUTIES AND RESPONSIBILITIES	1
A. RESPONSIBILITIES OF THE PURCHASING DEPARTMENT	1
B. RESPONSIBILITIES OF CITY DEPARTMENT HEADS.....	1
C. RESPONSIBILITIES OF CITY DEPARTMENT REPRESENTATIVES (EMPLOYEES)	2
CHAPTER III. PURCHASING ETHICS (FOR CITY REPRESENTATIVES & VENDORS).....	0
A. DISCLOSURE OF CERTAIN RELATIONSHIPS	0
B. CONFLICTS OF INTEREST	1
C. CERTIFICATE OF INTERESTED PARTIES.....	1
D. PERSONAL GAIN.....	2
E. INFLUENCE OF A PUBLIC EMPLOYEE.....	2
F. PARTICIPATING IN PROCUREMENTS WITH FAMILY.....	2
G. GRATUITIES	2
H. KICKBACKS	3
I. CONFIDENTIAL INFORMATION	3
J. PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE	3
K. PRIVATE PURCHASES THROUGH CITY FACILITIES	3
CHAPTER IV. STATUTORY LAWS AND LEGAL REQUIREMENTS.....	4
A. LOCAL GOVERNMENT CODE CHAPTER 171 REGULATION OF CONFLICTS OF INTEREST OF OFFICERS OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	4
B. LOCAL GOVERNMENT CODE CHAPTER 252 PURCHASING AND CONTRACTING AUTHORITY FOR MUNICIPALITIES.....	5

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	5
D. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER D. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	6
E. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER F. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	6
F. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER G. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	6
G. GOVERNMENT CODE 791 INTERLOCAL COOPERATION CONTRACTS.....	6
H. GOVERNMENT CODE 2161 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).....	6
I. GOVERNMENT CODE 2251 PAYMENT FOR GOODS AND SERVICES	7
J. GOVERNMENT CODE 2253 PUBLIC WORK PERFORMANCE & PAYMENT BONDS	7
K. GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES	7
L. GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES, SUBCHAPTER B, CONSULTING SERVICES.....	8
M. GOVERNMENT CODE 2258 PREVAILING WAGE RATES.....	8
N. GOVERNMENT CODE 2269 CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS	9
O. CITY ATTORNEY APPROVAL.....	9
CHAPTER V. PURCHASING THRESHOLDS.....	11
A. GENERAL INFORMATION	11
B. REQUEST FOR PURCHASE FORM (REQUISITION FORM).....	11
C. REQUEST FOR AVAILABILITY OF FUNDS FORM-ROLLING STOCK (RFAOFF-ROLLING STOCK).....	11
D. REQUEST FOR AVAILABILITY OF FUNDS FORM (RFAOFF).....	11
E. PURCHASE ORDERS.....	11
F. SEPARATE PURCHASES.....	12
G. SEQUENTIAL PURCHASES.....	12
H. COMPONENT PURCHASES	12
I. EXPENSES NOT REQUIRING PURCHASE ORDERS.....	12
J. PURCHASING LIMITS.....	13

CHAPTER VI. PURCHASE ORDER PROCESS	15
A. REQUEST FOR PURCHASE FORM (REQUISITION).....	15
B. PURCHASE ORDER.....	15
C. RECEIVING AND INSPECTION	15
D. PURCHASE ORDER PAYMENT PROCESS.....	16
E. INVOICES	17
F. CONSTRUCTION PAY APPLICATION	18
G. PROFESSIONAL SERVICES PAY APPLICATION	18
CHAPTER VII. SOLICITATION PROCESS	20
A. INFORMAL (UP TO \$2,000.00)	20
B. INFORMAL (BETWEEN \$2,000.00 - \$25,000.00)	20
C. INFORMAL (BETWEEN \$25,000.00 - \$50,000.00)	20
D. FORMAL (GREATER THAN \$50,000.00).....	20
E. REQUIREMENTS UNDER STATE LAW	20
F. ADVERTISING AND ADVERTISING TIME REQUIREMENTS.....	21
G. BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS.....	21
H. BID PREPARATION AND ADMINISTRATION	22
I. PRE-BID/PRE-PROSOSAL PROCEDURES	22
J. "SINGLE BID POLICY" (APPLICABLE TO BID/PROPOSAL/STATEMENT OF QUALIFICATION).....	23
K. BID/PROPOSAL OPENING PROCEDURES.....	23
L. BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS.....	24
M. COMPETITIVE SEALED PROPOSALS	25
N. PROJECT NUMBER SEQUENCES	26
O. BID/PROPOSAL DISCREPANCIES AND DISQUALIFICATIONS (Technicality)	26
P. BID DISCREPANCIES AND DISQUALIFICATIONS (Non-Responsive)	27
Q. REJECTION OF BIDS, PROPOSALS, AND/OR STATEMENTS OF QUALIFICATIONS	27
R. AGENDA REQUIREMENT RESPONSIBILITIES (ALL CAPITAL PURCHASES/PROJECTS)	27
S. BID/PROPOSAL TABULATIONS.....	27
T. RELEASE OF BID/PROPOSAL INFORMATION.....	28

U. BONDING REQUIREMENTS	28
V. BID BOND/PAYMENT BOND/PERFORMANCE BOND	28
W. PERFORMANCE BOND.....	30
X. PAYMENT BOND	30
Y. MAINTENANCE BOND.....	30
Z. CHANGE ORDERS	31
INFORMAL (up to \$2,000.00)	31
INFORMAL (between \$2,000.01 - \$25,000.00)	31
INFORMAL (between \$25,000.01 - \$50,000.00)	31
FORMAL (greater than \$50,000.01)	31
CHAPTER IX. PROCUREMENT OF PROFESSIONAL SERVICES	32
A. POLICY.....	32
B. OBJECTIVE	32
C. PROCEDURES PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR LAND SURVEYOR	32
D. EVALUATION CRITERIA (RFQ).....	33
E. SELECTION PROCEDURES.....	33
F. SCOPE OF SERVICES	34
G. PROPOSED FEE SUBMITTAL	34
H. AGREEMENT.....	35
I. NOTIFICATION OF SELECTION.....	35
J. PROCEDURES FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION OF ENGINEERING DESIGN RELATED TO CONSULTANT SERVICES FOR FEDERALLY FOUNDED HIGHWAY PROGRAMS.....	53
CHAPTER X. INSURANCE REQUIREMENTS	62
CHAPTER XI. EMERGENCY PURCHASES.....	65
CHAPTER XII. SOLE SOURCE PURCHASES	68
CHAPTER XIII. COOPERATIVE PURCHASING	69
CHAPTER XIV. PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL AND STATE GRANTS.....	71
A. GENERAL INFORMATION	71

B. FEDERAL GRANT REQUIREMENTS	72
C. SYSTEM FOR AWARD MANAGEMENT (SAM) CHECK.....	73
D. CONFLICT OF INTEREST FOR FEDERAL GRANTS.....	73
CHAPTER XV. EXEMPT PURCHASES.....	74
CHAPTER XVI. DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL	77
A. SURPLUS EQUIPMENT AND PROPERTY.....	77
B. SALVAGE MATERIAL.....	77
C. SALE OF PERSONAL PROPERTY	77
CHAPTER XVII. CONTRACT RENEWALS.....	79
CHAPTER XVIII. MISCELLANEOUS	80
A. SPONSORSHIPS	80
B. SALES TAX	80
C. PREFERENCE TO LOCAL VENDORS	80
D. PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE	80
E. PROCUREMENTS REGARDING COMMUNICATION AND/OR HIGH-TECH ITEMS	81
F. PROCUREMENTS REGARDING BUILDING MAINTENANCE	81
G. EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES	81
H. ELECTRONIC PROCUREMENT POLICY	81
I. IDENTICALS BIDS	81
CHAPTER XIX. PROTEST	83
A. BID PROTEST PROCEDURES	83
B. PROTEST APPEALS.....	83

This page intentionally left blank

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.H.

DATE SUBMITTED: February 21, 2024

MEETING DATE: March 4, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Ordinance adopting a new Procurement Card Policy Manual. **(3rd and Final 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:

Hilda Pedraza
Mayra Gomez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/21/2024
Approved - 2/22/2024
Approved - 2/22/2024
Approved - 2/23/2024
Final Approval - 3/1/2024

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



Pharr
Purchasing



CITY OF PHARR

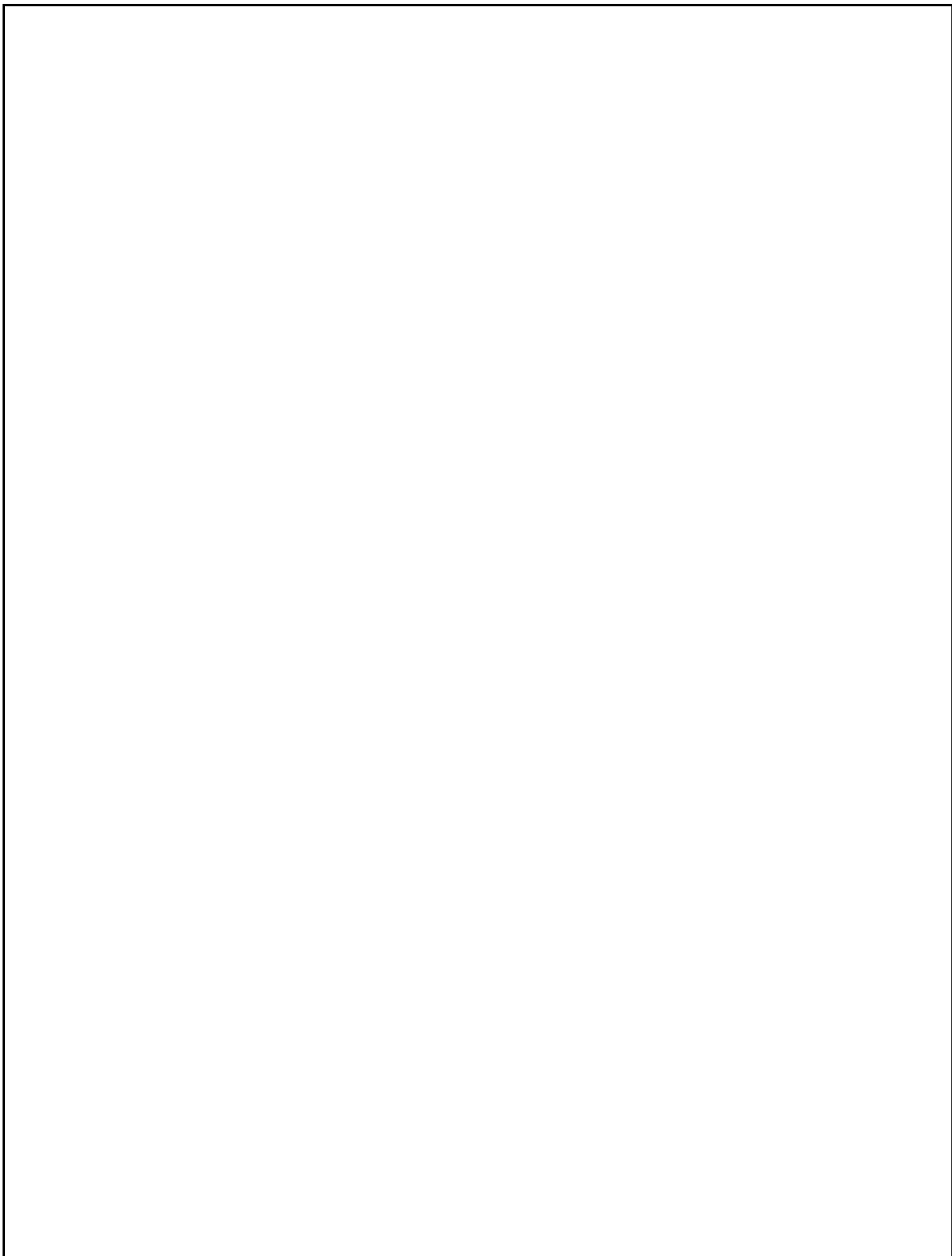
PURCHASING DEPARTMENT

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.I.

DATE SUBMITTED:

MEETING DATE: March 4, 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.I.1.

DATE SUBMITTED: February 27, 2024

MEETING DATE: March 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Rio Delta Engineering, representing La Frontera Re Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Limited Industrial District (L-I). The property is legally described as being a 6.61 acre tract of land, more or less, out of Lot 7, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 West Warren Street. COZ#240104 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Rio Delta Engineering, representing La Frontera Re Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Limited Industrial District (L-I) in order to develop and construct office space and warehouses.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from General Business (C) to Limited Industrial District (L-I) as the property complies with the future land use plan, meets area requirements, and has adequate ingress and egress. The request is compatible with the development trends in the area. 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 General Business District (C) to Limited Industrial District (L-I) at the meeting on February 26, 2024. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 2/27/2024

Ricardo Rodriguez
City Management Office

Approved - 2/27/2024
Final Approval - 2/27/2024



MEMORANDUM

DATE: MONDAY, MARCH 4, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Limited Industrial District (L-I). The property is legally described as being a 6.61 acre tract of land, more or less, out of Lot 7, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 West Warren Street. COZ#240104

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:

Rio Delta Engineering, representing La Frontera Re Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Limited Industrial District (L-I) in order to develop and construct office space and warehouses.

The subject site is located on the south side of West Warren Street, approximately 500 feet east of North Jackson Road and has a physical address of 1401 West Warren Street. The property is legally described as being a 6.61 acre tract of land, more or less, out of Lot 7, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

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

The property and the properties to the west and east were zoned General Business District (C) in April 1982 during comprehensive zoning. The property to the north was rezoned from General Business District (C) to Heavy Commercial District (H-C) on January 15, 2018. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Industrial use in the Land Use Plan.

The Limited Industrial District (L-I) is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Twelve (12) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on February 6, 2024, and a legal notice was published in the Advance News Journal on February 7, 2024. Staff received no response to the letters or the legal notice.

Development Services is recommended **approval** of the request to re-zone from General Business District (C) to Limited Industrial District (L-I) as the property complies with the future land use plan, meets area requirements, and has adequate ingress and egress. The request is compatible with the development trends in the area. 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 General Business District (C) to Limited Industrial District (L-I) at the meeting on February 26, 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

Rio Delta Engineering, representing La Frontera Re Development, LLC.

APPLICANT

General Business (C)

CURRENT ZONE

1401 West Warren Street

ADDRESS

Limited Industrial (L-I)

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 General Business District (C) to Limited Industrial District (L-I) as the property complies with the future land use plan, meets area requirements, and has adequate ingress and egress. The request is compatible with the development trends in the area.

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

Laura Fonseca, Planner II

PREPARED BY

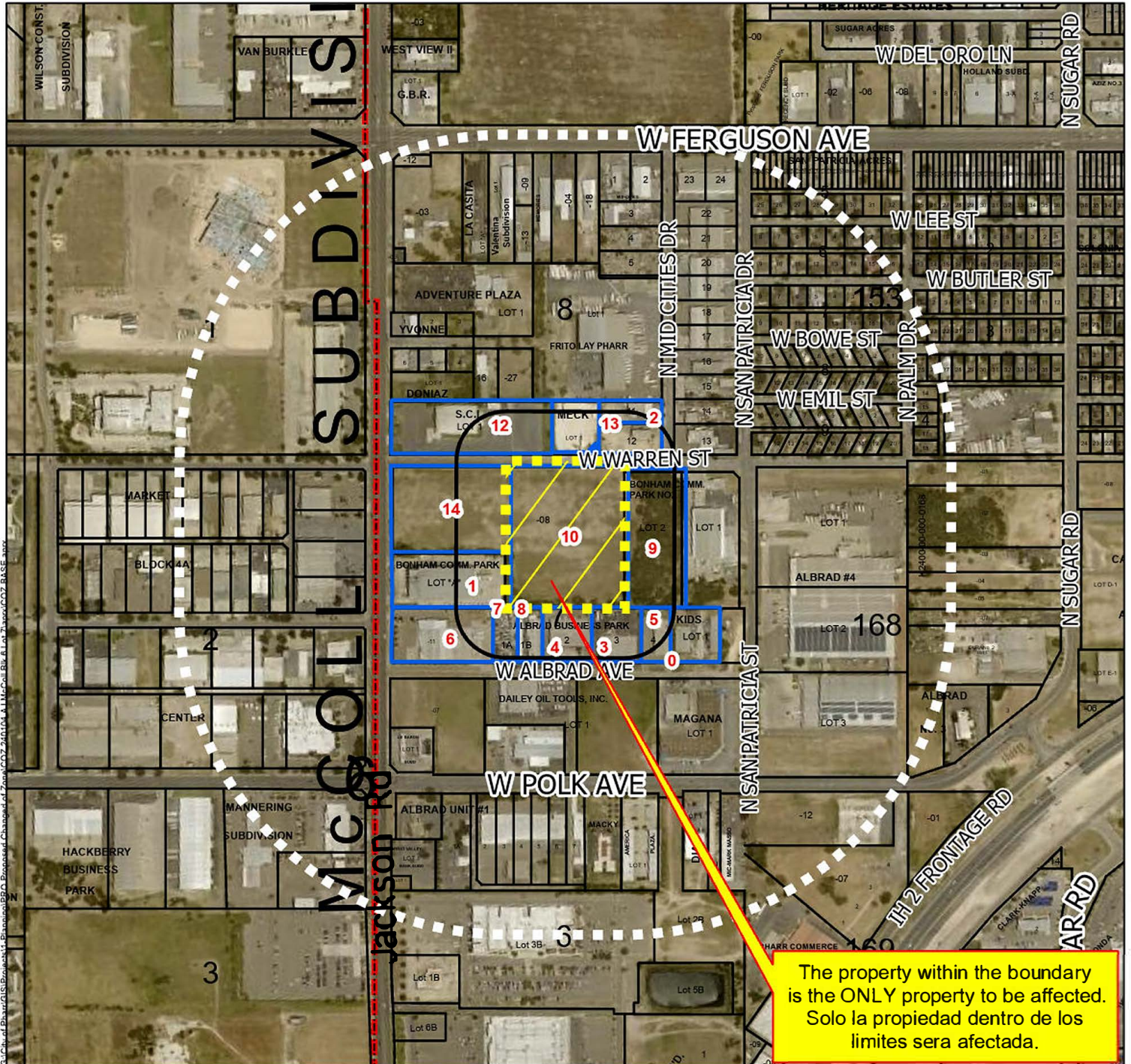
February 19, 2024

DATE

Proposed Change of Zone
6.61 acres, more or less, out
of Lot 7, Block 6, A.J.
McColl Subdivision



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.

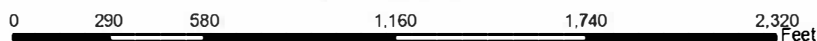
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

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: 2/5/2024

Scale: 1:7,000

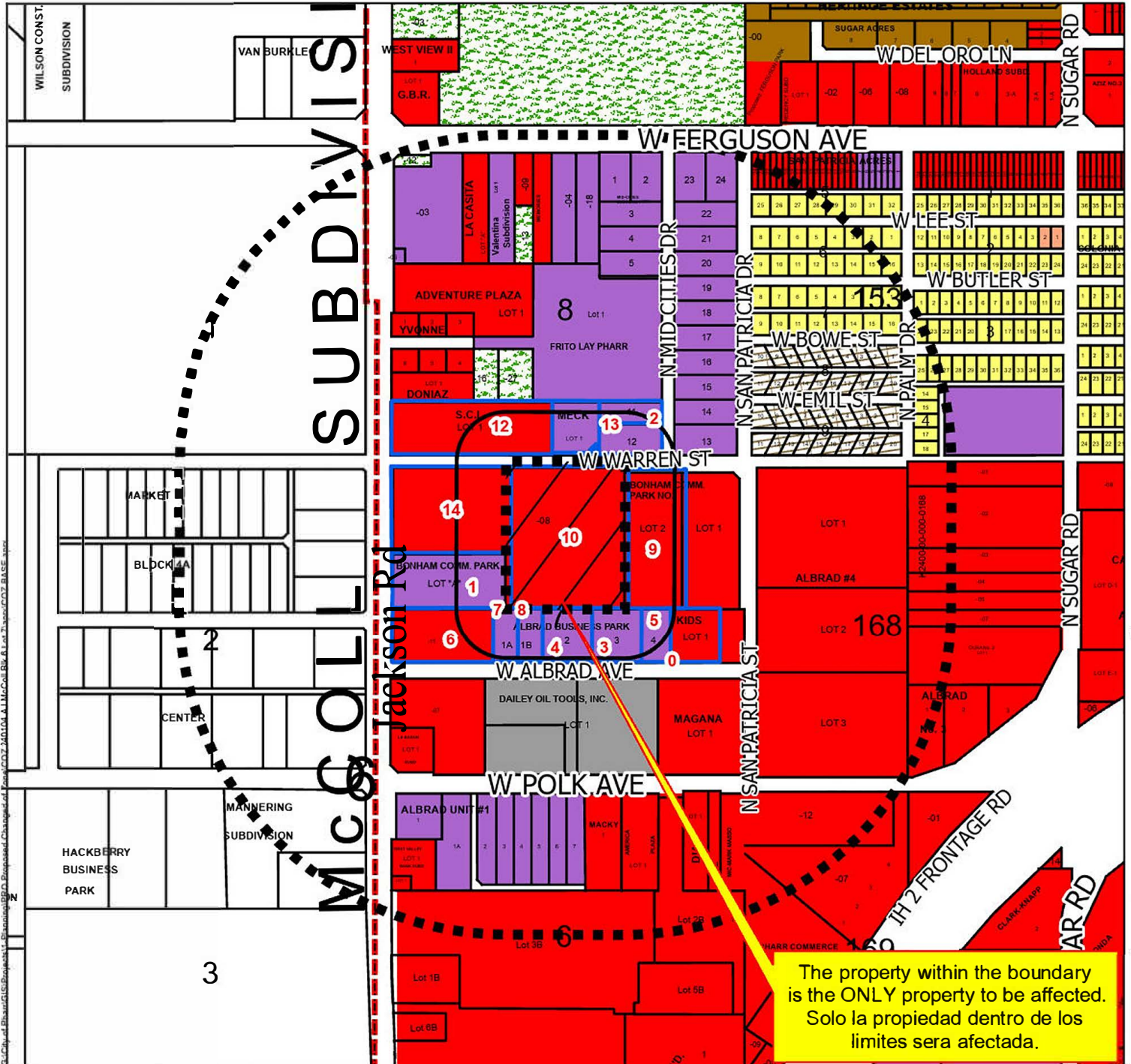


Proposed Change of Zone

6.61 acres, more or less, out of Lot
7, Block 6, A.J. McColl Subdivision



ZONING



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
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/5/2024

Scale: 1:7,000



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.

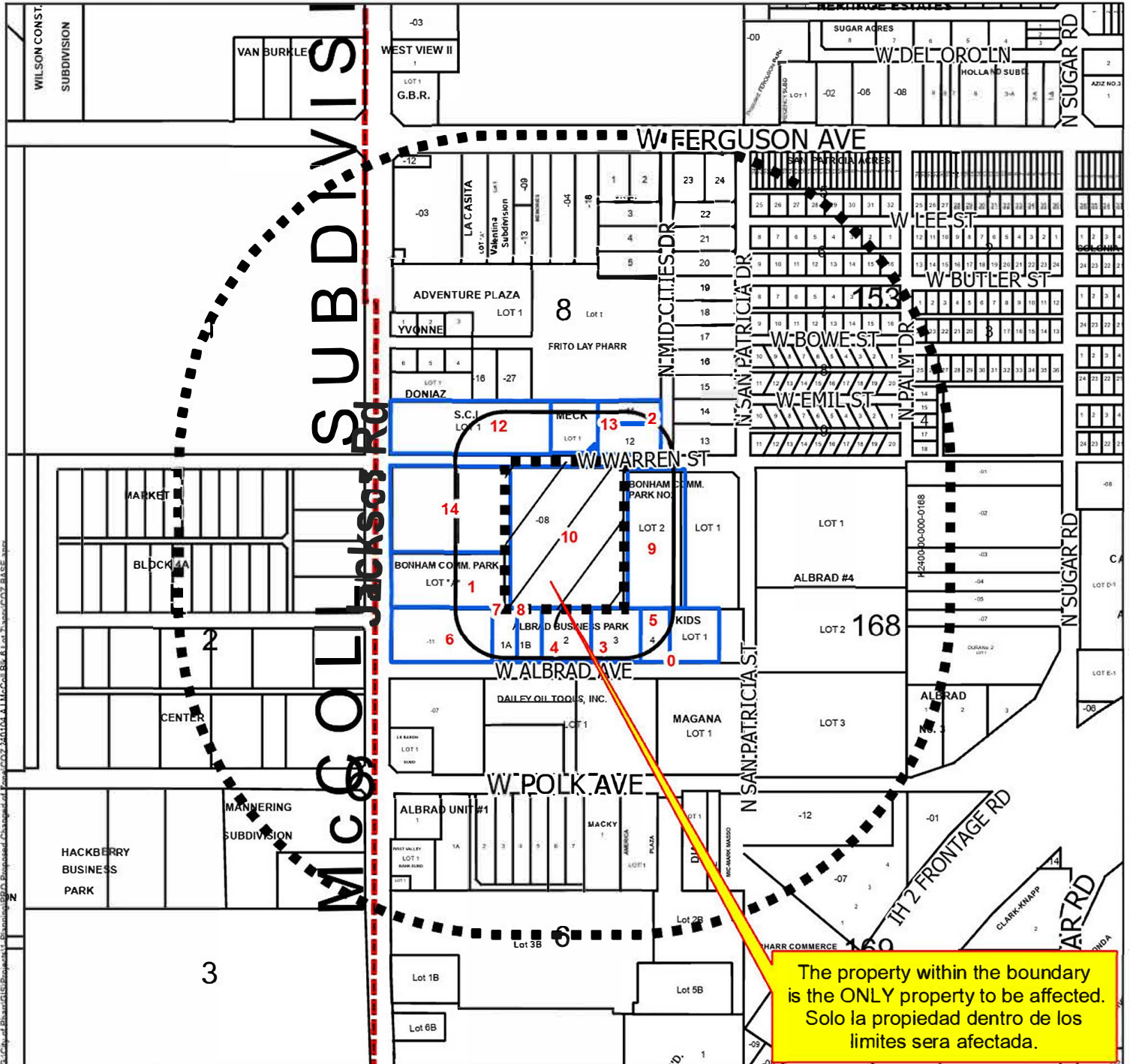


Proposed Change of Zone

6.61 acres more or less out of Lot
7 Block 6 A.J. McCol Subdivision



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
- ROW
- Parks
- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

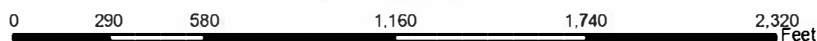
All Information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/5/2024

Scale: 1:7,000

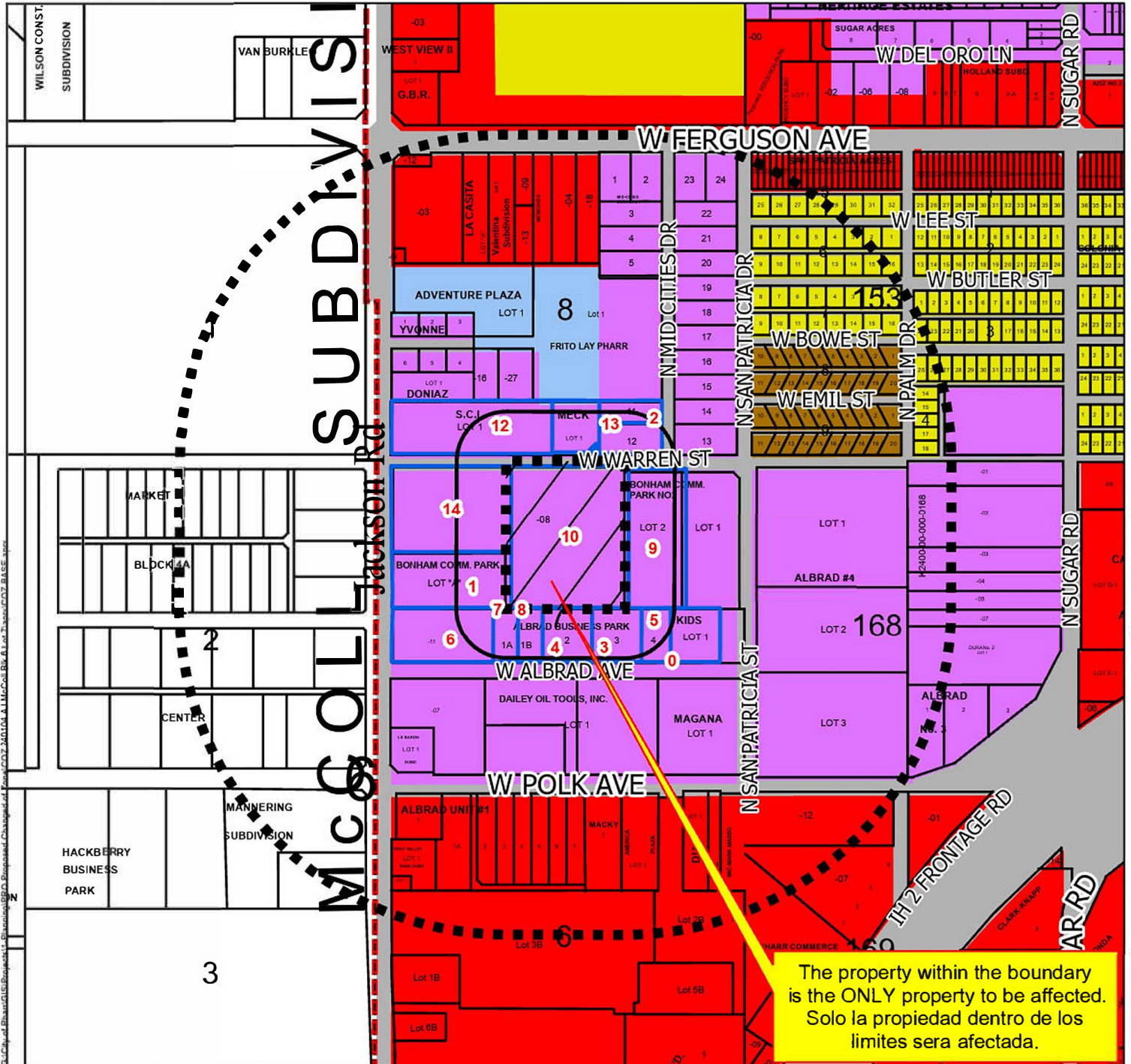


Proposed Change of Zone

6.61 acres, more or less, out of
Lot 7, Block 6, A.J. McColl
Subdivision



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
- ROW
- Parks
- Subject Property
- 200 ft Radius
- Notified Properties
- 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: 2/5/2024

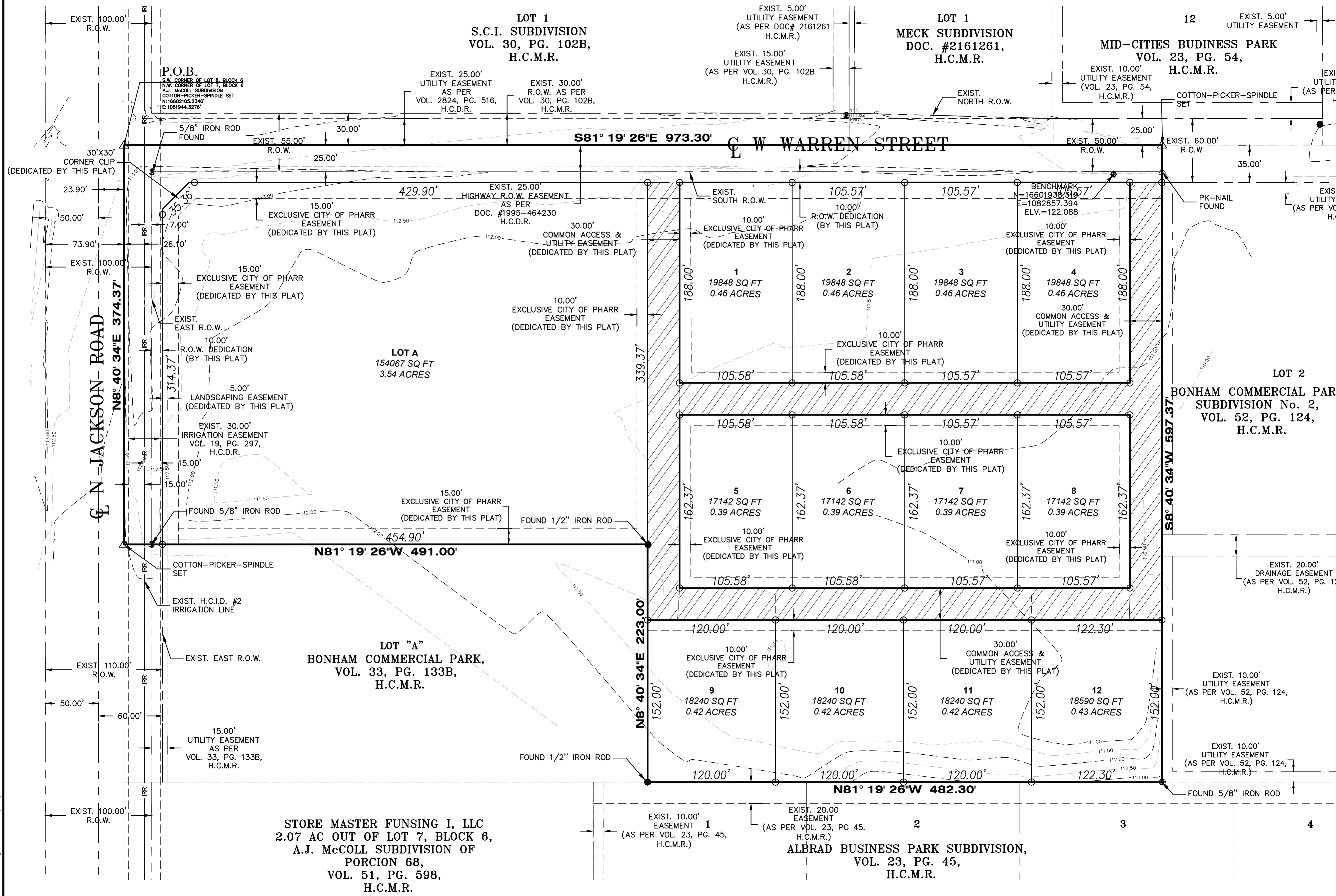
Scale: 1:7,000

0 290 580 1,160 1,740 2,320 Feet



JACKSON & WARREN SUBDIVISION

BEING A 10.83 ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 6, A.J. McCOLL SUBDIVISION OF PORCION 68, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2848808, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SCALE: 1" = 60'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH (4205)
(NAD 83)

LEGEND	
●	FOUND 4" IRON PIPE
○	FOUND 1/2" IRON ROD
●	SET 1/2" IRON ROD
●	FOUND CONCRETE MONUMENT
△	BENCHMARK HUB WITH NAIL
△	SET COTTON-PICKER-SPINDLE
△	FOUND PK NAIL
P.O.B.	PLACE OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
CL	CENTER LINE
ℓ	LOT LINE
U.E.	UTILITY EASEMENT
S.E.C.	SOUTHEAST CORNER
X.X.X.X.	NATURAL GROUND (X.X.X.X.)

METES AND BOUNDS:

BEING A 10.83 ACRES TRACT OF LAND, MORE OR LESS OUT OF LOT 7, BLOCK 6, A.J. McCOLL SUBDIVISION OF PORCION 68, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 10.83 ACRES BEING THE SAME LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN CONVEYED TO KYNDIEL W. BENNETT, KYLE BENNETT LIVING TRUST, DATED SEPTEMBER 12, 2017, RECORDED IN DOCUMENT #2017-2848808, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 10.83 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON-PICKER-SPINDLE SET AT THE NORTHWEST CORNER OF THE SAID LOT 7, SAME POINT BEING THE SOUTHWEST CORNER OF A CALLED S.C.I. SUBDIVISION, RECORDED IN VOLUME 30, PAGE 102B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAME BEING A POINT WITHIN THE EXISTING RIGHT-OF-WAY OF N. JACKSON ROAD (F.M. 3362), FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND **POINT OF BEGINNING**;

THENCE S 81°17'47" E ALONG THE NORTH LINE OF THE SAID LOT 7, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID S.C.I. SUBDIVISION, AND SAME BEING WITHIN THE EXISTING RIGHT-OF-WAY OF W. WARREN STREET (AS PER DOCUMENT #484230, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), TO THE NORTHWEST CORNER OF A CALLED BONHAM COMMERCIAL PARK SUBDIVISION No. 2, RECORDED IN VOLUME 52, PAGE 124, MAP RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT 26.10 FEET A 5/8-INCH IRON ROD FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF N. JACKSON ROAD (F.M. 3362), AND CONTINUING FOR A TOTAL DISTANCE OF 973.30 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

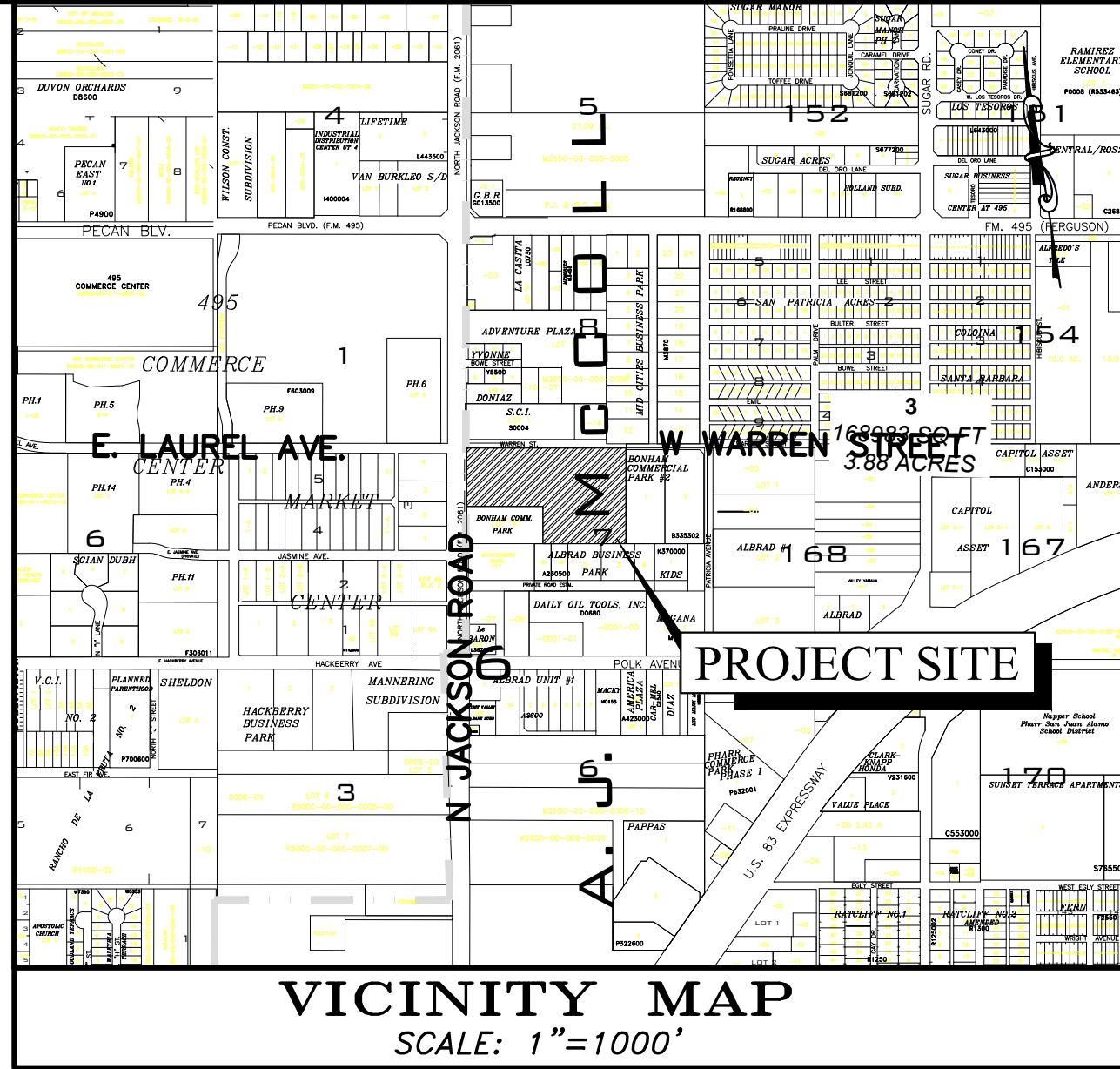
THENCE S 8°42'13" W ACROSS THE SAID LOT 7, SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID BONHAM COMMERCIAL PARK SUBDIVISION No. 2, TO A POINT ON THE NORTH BOUNDARY LINE OF A CALLED ALBRAD BUSINESS PARK SUBDIVISION, RECORDED IN VOLUME 23, PAGE 45, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID BONHAM COMMERCIAL PARK SUBDIVISION No. 2, PASSING AT 25.00 FEET A PK NAIL FOUND ON THE EXISTING SOUTH-OF-WAY LINE OF W. WARREN STREET, AND CONTINUING FOR A TOTAL DISTANCE OF 597.37 FEET TO A 5/8-INCH IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°17'47" W ACROSS THE SAID LOT 7, ALONG THE NORTH BOUNDARY LINE OF THE SAID ALBRAD BUSINESS PARK SUBDIVISION, TO THE SOUTHEAST CORNER OF A CALLED BONHAM COMMERCIAL PARK, RECORDED IN VOLUME 33, PAGE 133B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 482.30 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8°42'13" E ACROSS THE SAID LOT 7, TO AN INTERIOR CORNER OF THE ORIGINAL 10.83 BENNETT TRACT, SAME POINT BEING THE NORTHEAST CORNER OF A CALLED BONHAM COMMERCIAL PARK, RECORDED IN VOLUME 33, PAGE 133B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 223.00 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°17'47" W ALONG THE NORTH BOUNDARY LINE OF THE SAID BONHAM COMMERCIAL PARK, TO A POINT ON THE WEST LINE OF THE SAID LOT 7, PASSING AT 454.80 FEET A 5/8-INCH IRON ROD FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF N. JACKSON ROAD (F.M. 3362), AND CONTINUING FOR A TOTAL DISTANCE OF 491.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8°42'13" E ALONG THE WEST LINE OF THE SAID LOT 7, SAME BEING WITHIN THE EXISTING RIGHT-OF-WAY OF N. JACKSON ROAD (F.M. 3362), AND THE NORTH 25.00 FEET (0.54 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF W. WARREN STREET (AS PER DOCUMENT #484230, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS).



GENERAL NOTES:

- FINISHED FLOOR ELEVATION SHALL BE 18" FROM TOP OF CURB OF ROAD AS MEASURED FROM THE CENTER OF EACH LOT.
- THE SUBDIVISION IS IN ZONE "B" (MEDIUM SHADING) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480347 0005 C, REVISED DATE OCTOBER 19, 1982.
- NO STRUCTURES SHALL BE BUILT ON TOP OF ANY EASEMENTS.
- CITY OF PHARR BENCHMARK No. 49, ELEVATION = 111.45 FOUND MONUMENT ON THE NORTH SIDE OF W. POLK AVENUE AND EAST SIDE OF SAN PATRICIA DRIVE GRID COORDINATES N:16600687.202, E:1083244.195
- A 5' SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED TO BE CONSTRUCTED ALONG THE SOUTH SIDE OF W. WARREN STREET AND THE EAST SIDE OF N. JACKSON ROAD AT BUILDING PERMIT STAGE.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING PLANT REVIEW TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- LANDSCAPING REQUIREMENT SHALL BE AS PER CITY OF PHARR ORDINANCE
- MINIMUM BUILDING SETBACKS SHALL BE AS PER CITY OF PHARR ORDINANCE
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 2,671 ACRE FEET AND A VOLUME OF APPROXIMATELY 116,342 CUBIC FEET WILL BE REQUIRED FOR THE SUBDIVISION. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
- NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEMS (TPDES).
- FIRE SPRINKLER PROTECTION SHALL BE INSTALLED BY A TEXAS LICENSE FIRE PROTECTION COMPANY WITH A MINIMUM RME-U LICENSE TO INSTALL THE FIRE SPRINKLER UNDERGROUND.

STATE OF TEXAS - COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), THE UNDERSIGNED, OWNER(S) **LA FRONTERA RE DEVELOPMENT, LLC** OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **JACKSON & WARREN SUBDIVISION** AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOME NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF PHARR, ALL THE SAME, FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF PHARR.

JOSEPH WILLIAM HOLAND (OWNER)
LA FRONTERA RE DEVELOPMENT, LLC
1308 E. JASMINE AVENUE
MCALLEN, TX. 78501

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, **JOSEPH W. HOLAND** PERSONALLY APPEARED AND PROVED, THROUGH HIS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED, ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2024.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO.2

PRESIDENT _____ SECRETARY _____

STATE OF TEXAS CITY OF PHARR

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF PHARR HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

ATTEST: _____ CITY CLERK _____ DATE _____

STATE OF TEXAS CITY OF HIDALGO

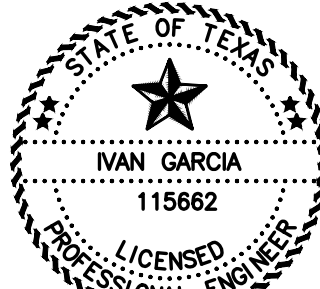
I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF **JACKSON & WARREN SUBDIVISION** CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE DATED THIS ____ DAY OF _____, 2024.

DANNY WYLIE CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS COUNTY OF HIDALGO

I, IVAN GARCIA P.E., R.P.L.S., A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

IVAN GARCIA, P.E., R.P.L.S.
REGISTERED PROFESSIONAL ENGINEER NO. 115662
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

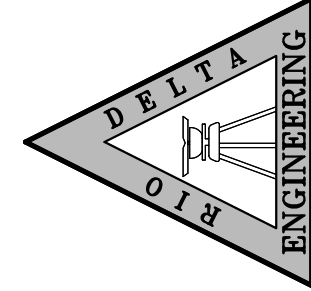
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

NAME	ADDRESS	PHONE & FAX
OWNER(S): JOSEPH W. HOLAND - LA FRONTERA RE DEVELOPMENT, LLC	1308 E. JASMINE AVENUE MCALLEN, TX. 78501	78501 - -
SURVEYOR: IVAN GARCIA, PE., R.P.L.S.	921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA, PE., R.P.L.S.	921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



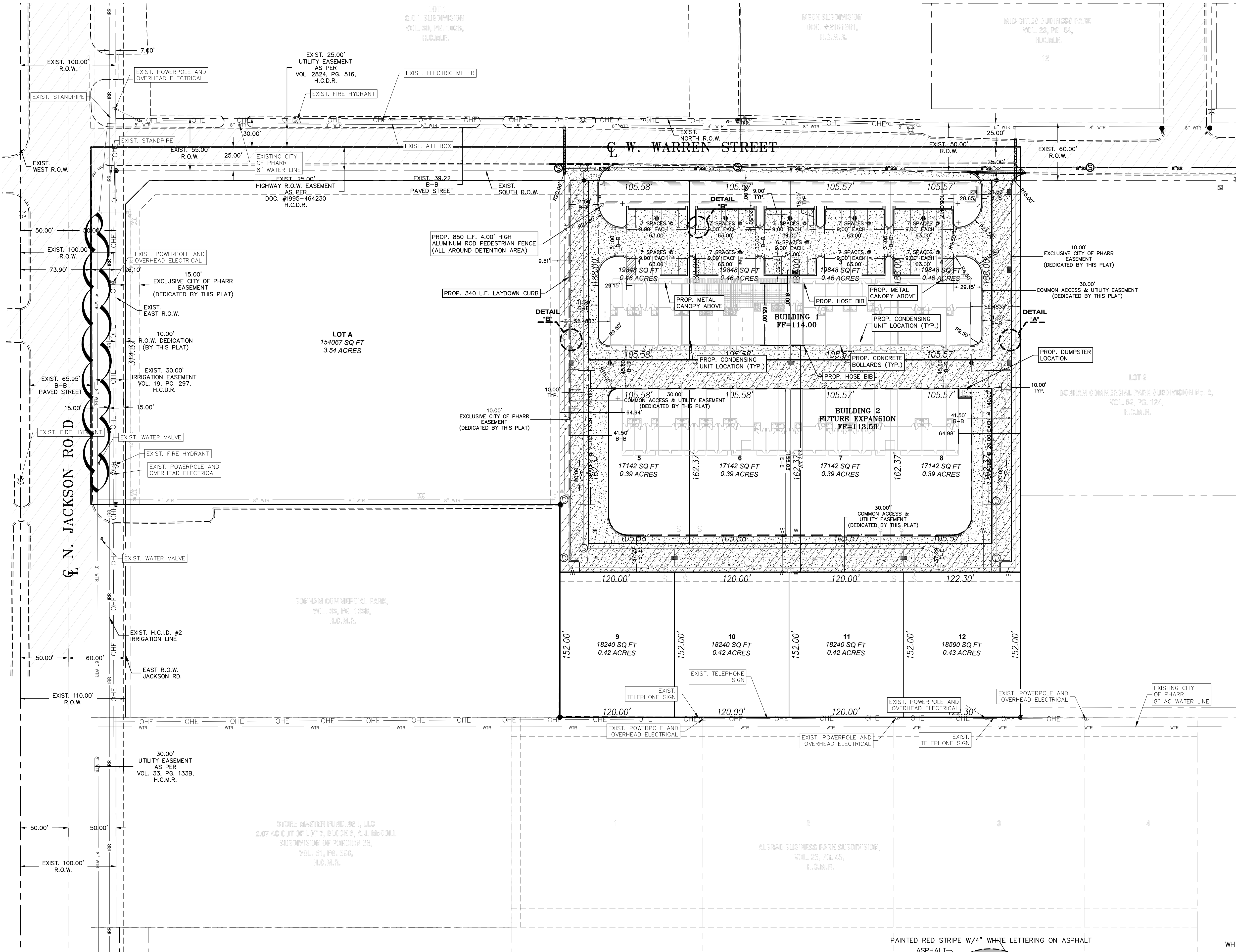
PRELIMINARY

JACKSON & WARREN SUBDIVISION PHARR, TEXAS HIDALGO COUNTY

PLAT SHEET

PROJECT :
ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
DRAWN: E.P., E.D.T.
SCALE: 1" = 60'
DATE: DECEMBER 12, 2023
PROJECT: SUB 20 048
REVISIONS:
PAGE NO. 1-OF-1

Y: RDE SUBDIVISIONS 2020 SUB 20 048 - PHARR SUBDIVISION - HOLLAND DMS SUB 20 048_RDE_SHT 4 DIMENSIONED LAYOUT.dwg RIDE 12/14/2023 6:37 PM



SCALE: 1" = 50'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH (4205)
(NAD 83)

LEGEND	
	-POWER POLE
	-FIRE HYDRANT
	-SET IRON ROD
	-IRON ROD FOUND
	-EXIST. 8" WATER LINE
	-EXIST. 6" WATER LINE
	-EXIST. 6" SANITARY SEWER MANHOLE
	-EXIST. WATER METER
	-EXIST. GAS METER

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
S.W.S.C.	SHARYLAND WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
C	CENTER LINE
L	LOT LINE

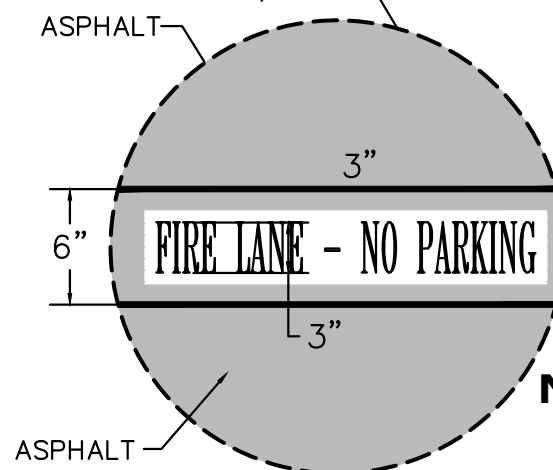
NOTES:

- CONTRACTOR SHALL CONNECT ALL EXISTING WATER SERVICES TO NEW LINE. FIELD VERIFY PRIOR TO CONSTRUCTION.
- CONTRACTOR SHOULD COORDINATE WITH CITY STAFF BEFORE AND DURING ANY SERVICE INTERRUPTIONS.
- ONLY POLY TUBING SHALL BE USED FOR WATER SERVICE.
- ALL FITTING SHALL HAVE MEGA LUGS.
- SAND BEDDING "6 BOTTOM/6" TO 8" TOP-PLACE BLUE TAPE IN THE MIDDLE OF SAND AND/OR AS PER CITY OF PHARR STANDARD CONSTRUCTION MANUAL.
- CONCRETE COLLAR ON ALL WATER VALVES 30"x30"x6"
- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY/RIGHT OF WAY OWNERS AND ENGINEER PRIOR TO START CONSTRUCTION AND/OR ANY RELOCATIONS OF UTILITIES.
- CONTRACTOR SHALL FOLLOW ALL RESPECTIVE REQUIREMENTS FROM UTILITY AND RIGHT OF WAY OWNERS FOR ALL RELOCATIONS.
- CONTRACTOR SHALL LOCATE ALL EXIST. WATER/SEWER SERVICES ALONG ALLEY AND CONNECT TO NEW WATER/SEWER LINE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AT LEAST 48 HRS. WITH RESPECTIVE PROPERTY OWNERS AND THE CITY OF PHARR UTILITIES DEPT. FOR SERVICE INTERRUPTIONS AND DOWNTIMES.

GENERAL NOTES:

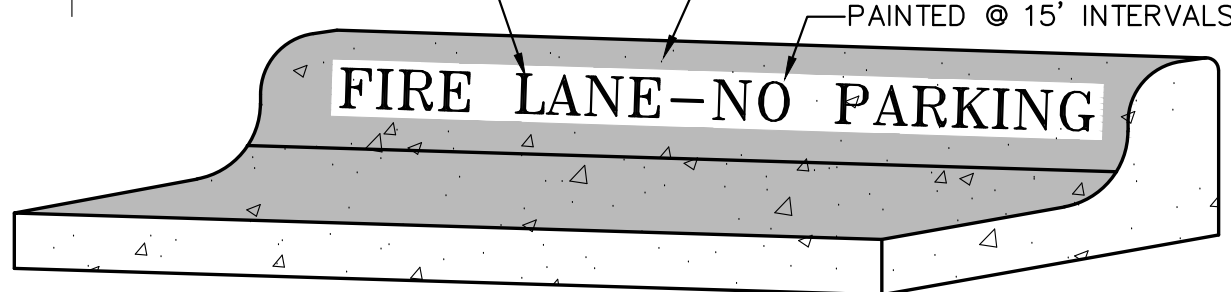
- ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
- THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LINES SPOTTED BY THE OWNER, AND UTILITY SPOTTING. ACTUAL LOCATION OF THESE UTILITIES MAY VARY, AND ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.
- BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THESE UTILITIES TO HIS SATISFACTION.
- ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.
- ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

PAINTED RED STRIPE W/4" WHITE LETTERING ON ASPHALT



NO PARKING
DETAIL "A"
NOT TO SCALE

WHITE 4" LETTERS



NO PARKING
DETAIL "B"
NOT TO SCALE

DIMENSIONED LAYOUT
JACKSON & WARREN SUBDIVISION
PHARR, TEXAS
HIDALGO COUNTY

PROJECT :

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.
CHECKED:
IVAN GARCIA P.E. R.P.L.S.
DRAWN:
E.P., E.D.T.

SCALE:
AS SHOWN

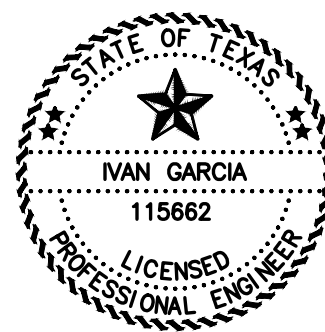
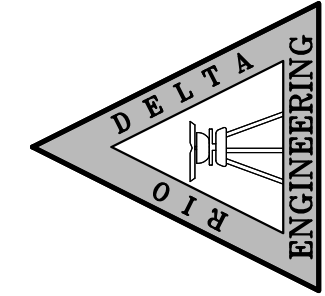
DATE:
DECEMBER 13, 2023

PROJECT:
SUB 20 048

REVISIONS:

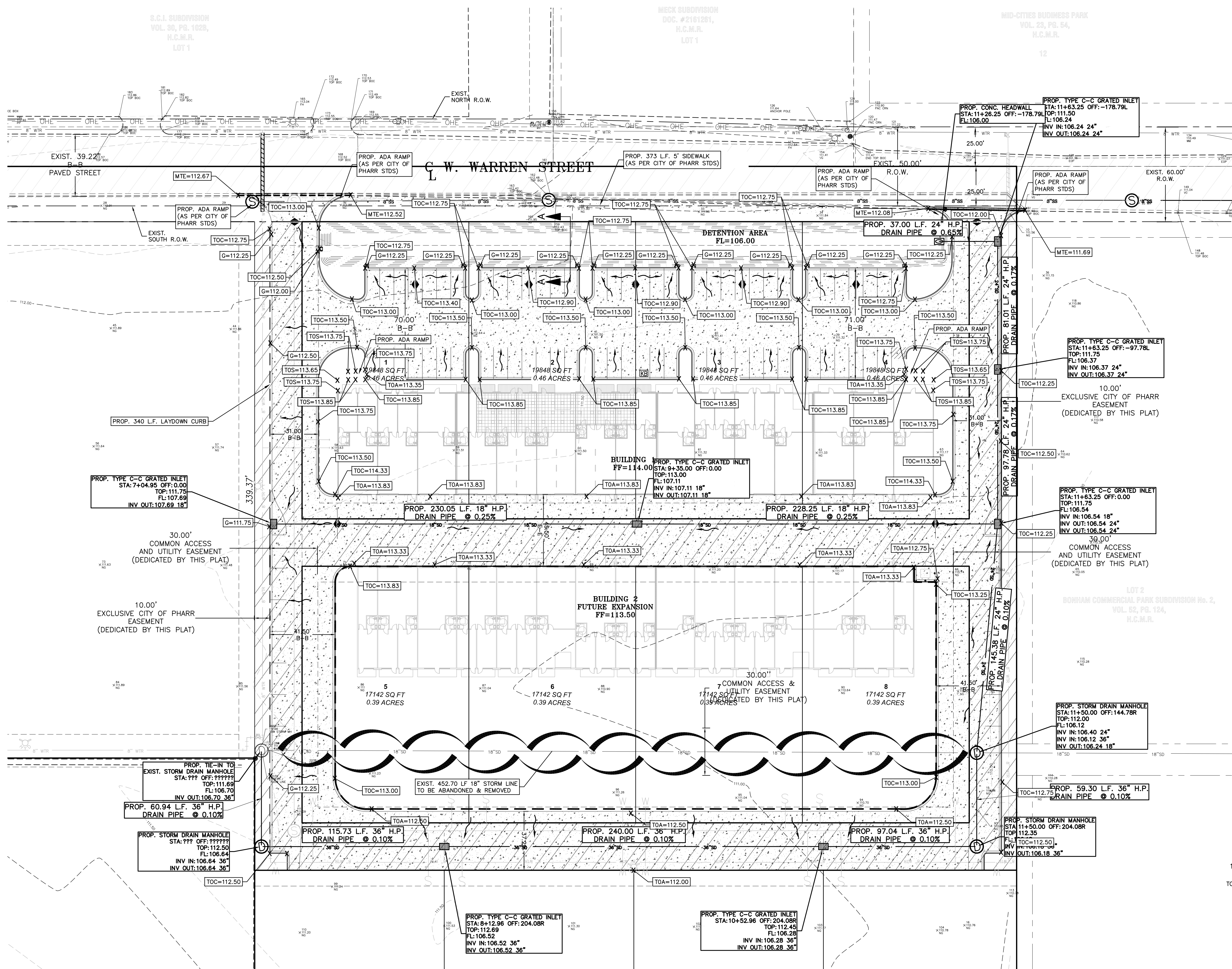
PAGE NO.
SHT 4

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



ISSUED FOR:
PERMIT

Y: RDE SUBDIVISIONS 2020 SUB 20 048 - PHARR SUBDIVISION - HOLLAND.DWG SUB 20 048_RDE_SHT 6 PAVING AND DRAINAGE LAYOUT.dwg RIDE 12/14/2023 6:48 PM



SCALE: 1" = 50'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH (4205)
(NAD 83)

LEGEND	
	-POWER POLE
	-FIRE HYDRANT
	-SET IRON ROD
	-IRON ROD FOUND
	-EXIST. 8" WATER LINE
	-EXIST. 6" WATER LINE
	-EXIST. 6" SANITARY SEWER MANHOLE
	-EXIST. WATER METER
	-EXIST. GAS METER

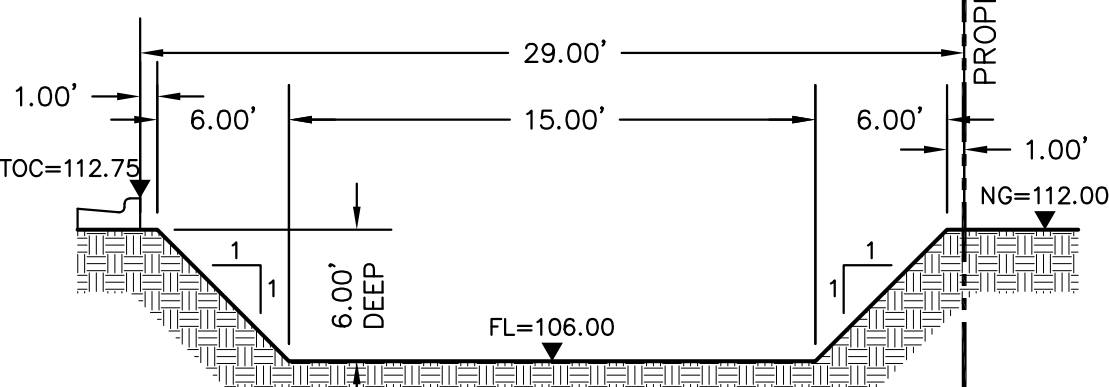
ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
S.W.S.C.	SHARYLAND WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
C	CENTER LINE
L	LOT LINE

NOTES:

- CONTRACTOR SHALL CONNECT ALL EXISTING WATER SERVICES TO NEW LINE. FIELD VERIFY PRIOR TO CONSTRUCTION.
- CONTRACTOR SHOULD COORDINATE WITH CITY STAFF BEFORE AND DURING ANY SERVICE INTERRUPTIONS.
- ONLY POLY TUBING SHALL BE USED FOR WATER SERVICE.
- ALL FITTING SHALL HAVE MEGA LUGS.
- SAND BEDDING "6 BOTTOM/6" TO 8" TOP-PLACE BLUE TAPE IN THE MIDDLE OF SAND AND/OR AS PER CITY OF PHARR STANDARD CONSTRUCTION MANUAL.
- CONCRETE COLLAR ON ALL WATER VALVES 30"x30"x6"
- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY/RIGHT OF WAY OWNERS AND ENGINEER PRIOR TO START CONSTRUCTION AND/OR ANY RELOCATIONS OF UTILITIES.
- CONTRACTOR SHALL FOLLOW ALL RESPECTIVE REQUIREMENTS FROM UTILITY AND RIGHT OF WAY OWNERS FOR ALL RELOCATIONS.
- CONTRACTOR SHALL LOCATE ALL EXIST. WATER/SEWER SERVICES ALONG ALLEY AND CONNECT TO NEW WATER/SEWER LINE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AT LEAST 48 HRS. WITH RESPECTIVE PROPERTY OWNERS AND THE CITY OF PHARR UTILITIES DEPT. FOR SERVICE INTERRUPTIONS AND DOWNTIMES.

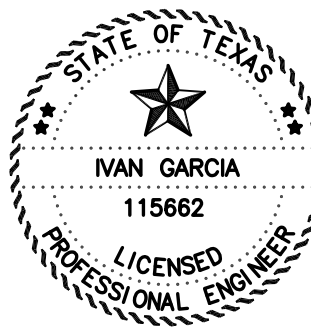
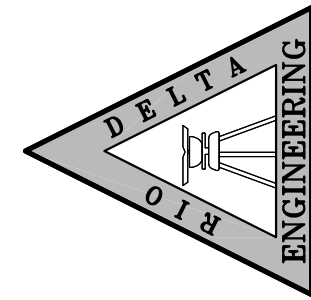
GENERAL NOTES:

- ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
- THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LINES SPOTTED BY THE OWNER, AND UTILITY SPOTTING. ACTUAL LOCATION OF THESE UTILITIES MAY VARY, AND ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.
- BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THESE UTILITIES TO HIS SATISFACTION.
- ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL BE THE CONTRACTORS RESPONSIBILITY TO CORRECT AT HIS EXPENSE.
- ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.



RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



ISSUED FOR:
PERMIT

PROJECT: PAVING AND DRAINAGE LAYOUT

JACKSON & WARREN SUBDIVISION

PHARR, TEXAS

HIDALGO COUNTY

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.
CHECKED:
IVAN GARCIA P.E. R.P.L.S.
DRAWN:
E.P., E.D.T.
SCALE:
AS SHOWN
DATE:
DECEMBER 13, 2023
PROJECT:
SUB 20 048
REVISIONS:
PAGE NO.
SHT 6



Pharr
Development Services



Site Photo

1401 W Warren Street





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.I.2.

DATE SUBMITTED: February 26, 2024

MEETING DATE: March 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. CUP#060104 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 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 - 2/26/2024
Approved - 2/26/2024
Final Approval - 2/26/2024



MEMORANDUM

DATE: MONDAY, MARCH 04, 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#060104 (PETER PIPER PIZZA #63)

GENERAL INFORMATION:

APPLICANT: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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

LOCATION: The property's physical address is 1715 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North and South, Residential Mobile Home District (R-MH) to the East, and Planned Unit Development District (PUD) to the West. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: 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 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

March 04, 2024

Conditional Use Permit **Renewal** for ABC –

Pizza Properties, Inc.

Background:

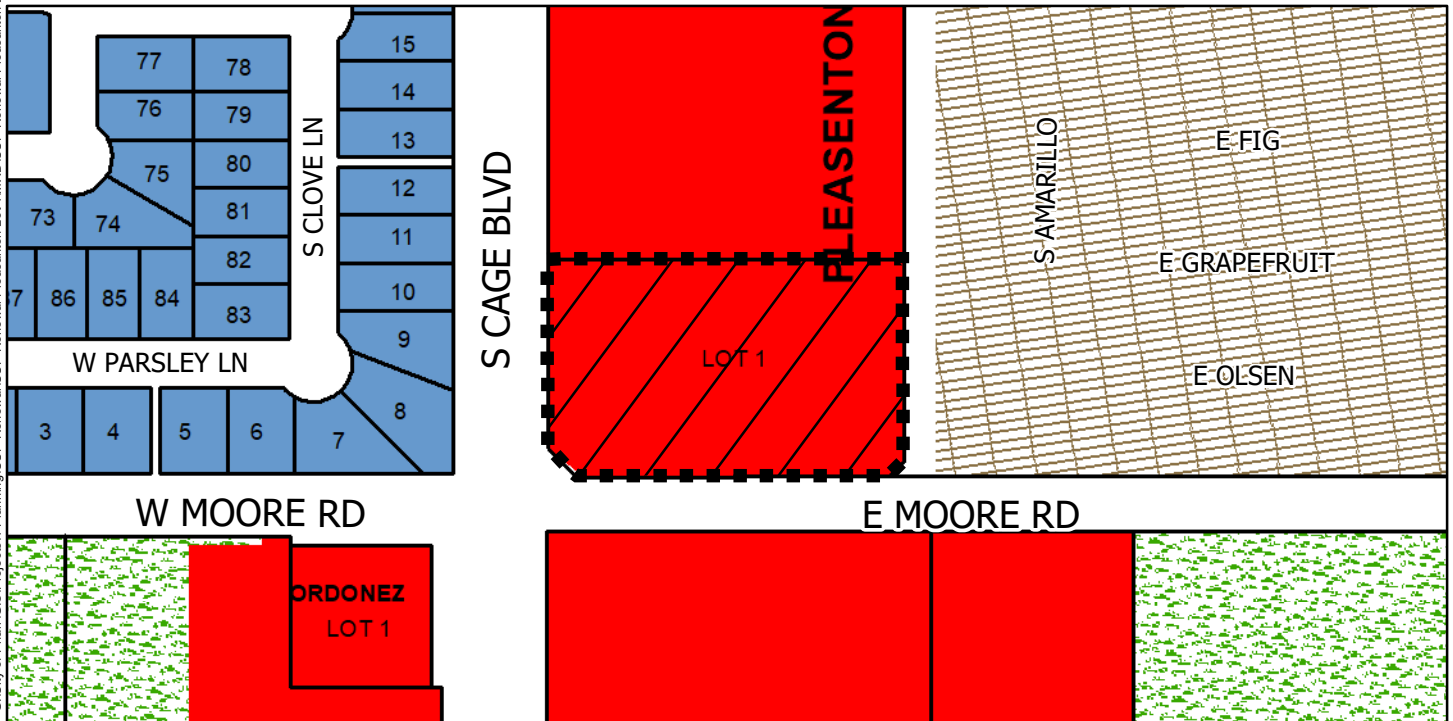
Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 17th renewal for Peter Piper Pizza #63.

The property is located at 1715 South Cage Boulevard – Peter Piper Pizza #63. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

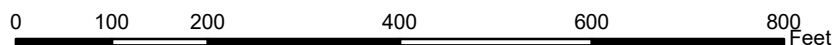
Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
Pleasanton Lot 1
Peter Piper Pizza #63



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.I.3.

DATE SUBMITTED: February 26, 2024

MEETING DATE: March 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Shots Main Event, LLC., d/b/a Main Event Entertainment, 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 1.34 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite C. CUP#140101 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Shots Main Event, LLC., d/b/a Main Event Entertainment, 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 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) 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 - 2/26/2024
Approved - 2/26/2024
Final Approval - 2/26/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 04, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC FILE NO. CUP#140101 (MAIN EVENT ENTERTAINMENT)
--

GENERAL INFORMATION:

APPLICANT: Shots Main Event, LLC., d/b/a Main Event Entertainment, 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 1.34 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas.

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

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 Heavy Industrial District (H-I) to the west. The area is generally designated for commercial use in the Land Use Plan.

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

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

**CODE
COMPLIANCE:** 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
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)
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

March 04, 2024

Conditional Use Permit **Renewal** for ABC –

Shots Main Event, LLC
d/b/a Main Event Entertainment

Background:

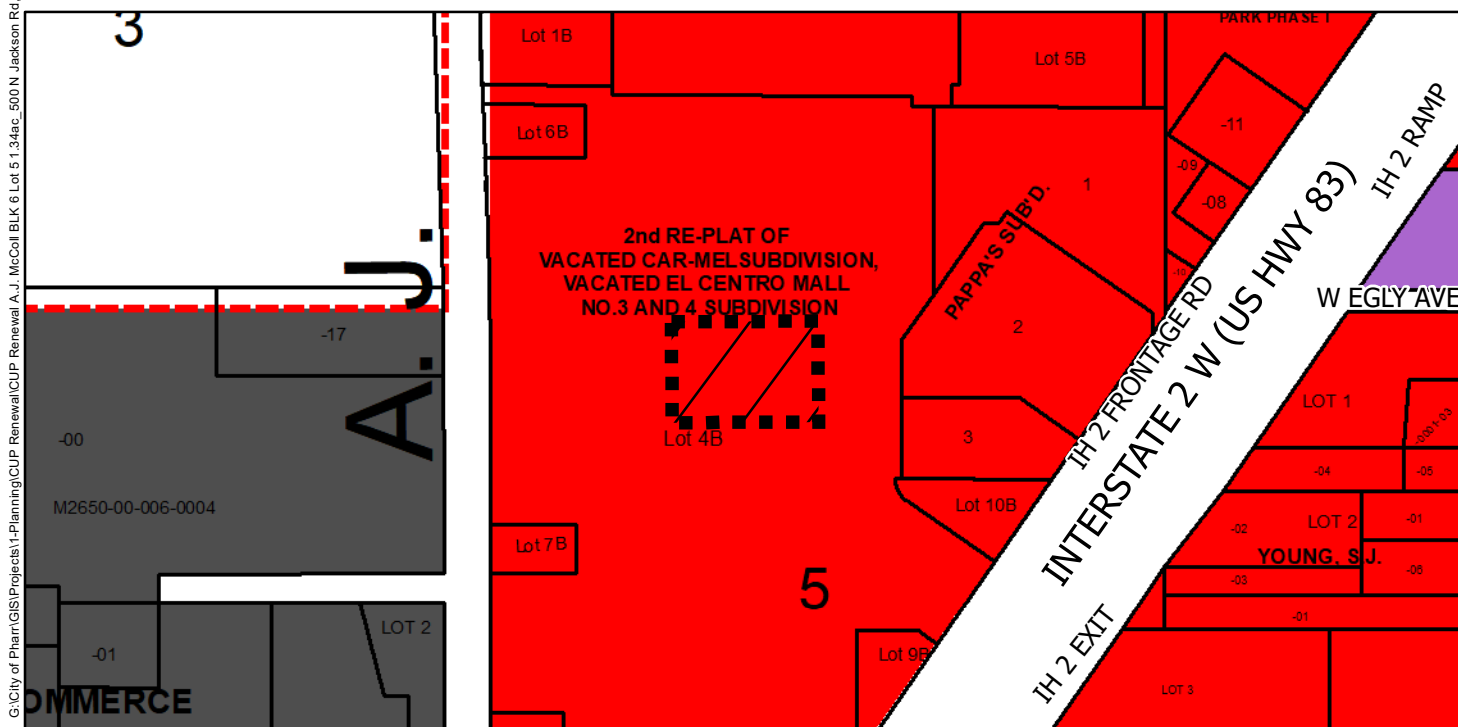
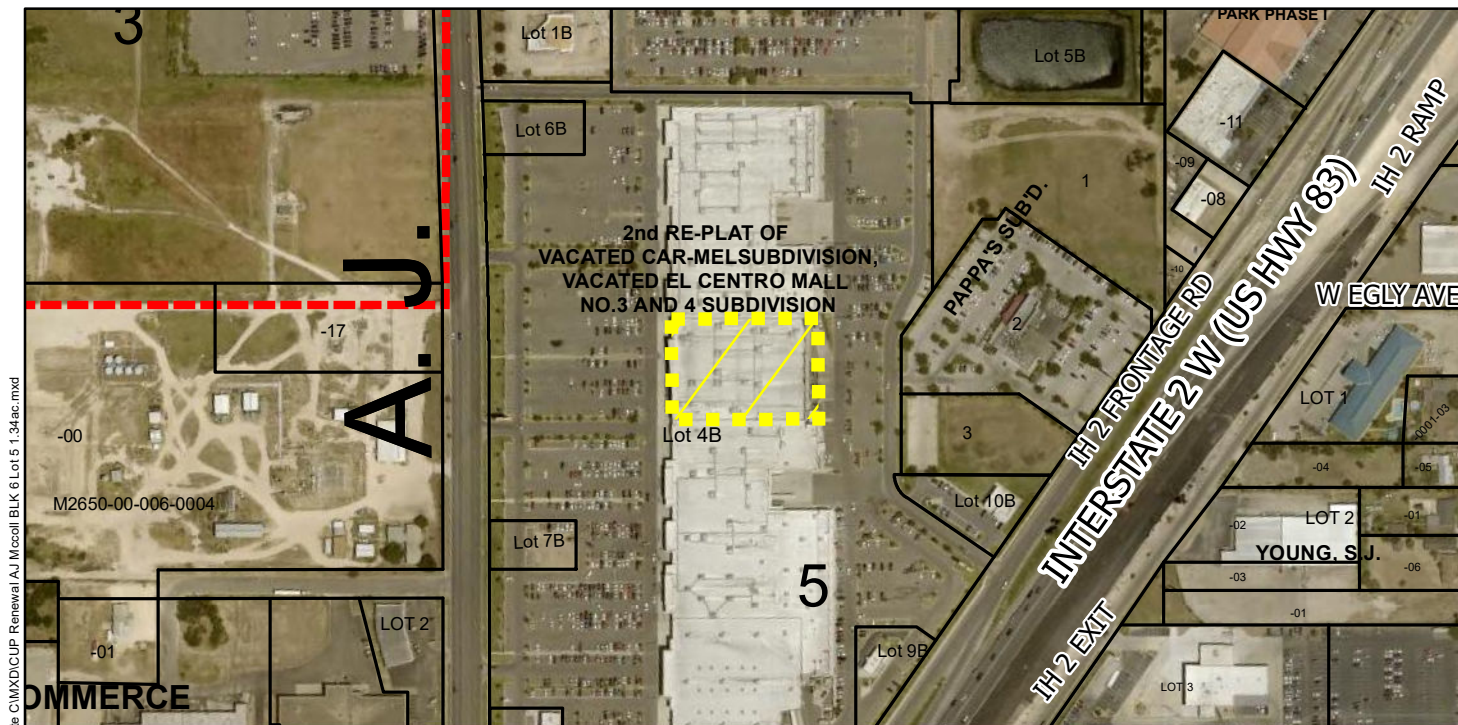
Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Main Event Entertainment.

The property is located at 500 North Jackson, Suite C. 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** for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption.

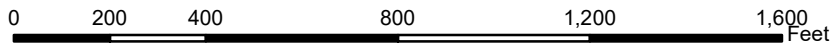
Conditional Use Permit Renewal
 1.34 ac out of Lot 4A, Replat of Vacated
 Car-Mel Subdivision, Vacated El Centro Mall No.3&4 Subdivision
 Main Event Entertainment
 500 North Jackson Road, Ste C



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 400 feet



Date: 2/8/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.J.

DATE SUBMITTED:

MEETING DATE: March 4, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.J.1.

DATE SUBMITTED: February 27, 2024

MEETING DATE: March 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: HALFF, representing Jaime Garza, BEBO Distributing Company, Inc., A Texas Corporation, is requesting final plat approval of the proposed Lot 1 DSV Subdivision. The property is legally described as being 36.458 acres out of Lot 403, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 Block of West Produce Drive. SUB#231130 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: HALFF, representing Jaime Garza, BEBO Distributing Company, Inc., A Texas Corporation, is requesting final plat approval of the proposed Lot 1 DSV Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Lot 1 DSV Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Lot 1 DSV Subdivision at their meeting on February 26, 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 - 2/27/2024
Approved - 2/27/2024
Final Approval - 3/1/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 04, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: LOT 1 DSV SUBDIVISION
FILE NO. **SUB#231130**

GENERAL INFORMATION:

APPLICANT: HALFF, representing Jaime Garza, BEBO Distributing Company, Inc., A Texas Corporation, is requesting final plat approval of the proposed Lot 1 DSV Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 36.458 acres out of Lot 403, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1100 Block of West Produce Drive.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Limited Industrial District (L-I) to the north, east and west and City limits to the south. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Warehouses.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Lot 1 DSV Subdivision subject to the following conditions:

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

1. Add "W" for West Produce Dr.
2. Streetlights shall be 250' max spacing, along W. Produce Dr.
3. Darken line along the dedicated W. Produce Dr.
4. Shall obtain street cut permits from public works and public utilities department if any street cuts

EASEMENTS:

1. No overlapping easements, if any.
2. Easements shall be 15' Exclusive to City of Pharr, for water or sewer lines within property, if any.

**SIDEWALK:
ADA:**

1. See attached comments.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

1. See attached comments.

DRAINAGE:

1. Provide detention directive on plat note.
2. See attached comments.

OTHER:

1. Update location map to show recorded subdivisions.
2. Parent company guarantee (Bond) \$ 1,727,227.94
3. Identify dash line on the west side of property.
4. Verify notary signature block.
5. H.C.I.D. #2 verify with district for any issues. (comments attached)
6. Provide formation documents for company. (Ownership)
7. Organize Planning and Zoning Commission signature block to be within the others.
8. Plat note #4, remove the proposed setbacks and leave as per City of Pharr Ordinance.
9. Remove plat note # 16 and show street light along W. Produce Dr.

10. Developer shall pay re-imbursement to existing subdivision.
11. Identify the east lot line or gap and west.
12. Remove the word proposed and use dedicated by plat.
13. Remove extra information within lot.
14. Staff comments attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Lot 1 DSV Subdivision at their meeting on February 26, 2024. There were four members present and voting.

STAFF REVIEW MEETING FOR:

LOT 1 DSV SUBDIVISION

COMMENTS:

Initials: J.R.

NOVEMBER 28, 2023

WATER:

- Will need to install in line gate valves.
- Public Utilities recommend a secondary water loop for fire protection (there are two options).
- Will need to install 12" MJ tees with 2-12" GV on the southeast and southwest corners of the property (for future connections).
- Will need to install a 12" MJ cross with 4-12" GV on the northeast corner of the property (for future connections)
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

SEWER:

- Ok as proposed.
- Will need to update manhole lid detail.
- Manhole rim and lid will need to be composite base with the City of Pharr logo.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

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

Print Name:_____

Signature:_____

Date:_____



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

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

Subdivision: DSV STAFF SUBDIVISION LOT #1

Reviewed by: J. GONZALEZ

November 29, 2023

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **PAINTED SILVER** in Color with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2018. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MAY BE **YELLOW OR RED** FROM MANUFACTURE AND FINISHED WITH A COAT OF **ALUMINUM** AS-PER CITY OF PHARR STANDARD SECTION IV-3. A.11.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2018; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2018; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

- 1. SHALL HAVE LOOPED WATER LINES FROM TWO DIFFERENT DIRECTIONS AND HAVE A CIRCULATING FEED.**
- 2. SHALL PROVIDE DETAILS ON FIRE HYDRANT PLACEMENT ON THE DETENTION POND.**



Pharr

Public Works



MAYOR Ambrosio Hernandez, MD

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

Staff Review Meeting

DATE: 11/29/2023

DSV Subdivision

36.458 Acres

Pharr Tx, 78577

Plat Notes:

- No comments

General Notes:

- 8" bleeder is required for outfall connection.
- Shall obtain a Large Construction Notice from TCEQ.
- If detention pond is deeper than 3 feet or more, it will require a surrounding fence with a height of 3 feet minimum or higher.
- As per City Standards all inlets will be type A.
- If boring is required, a permit must be requested from the Public Works Department.
- All stormwater manhole covers shall have the New City Logo.
- Show utility profiles, lines, crossing, elevations, and separation details.
- Include Best Management Practices and submit an approved Sediment Erosion Control Plan with details.
- Must submit (1) digital copy in (USB) for review and three (3) hard copies of the Storm Water Pollution Prevention Plan at pre-construction meeting. Will be reviewed and must be approved Prior to any earthwork disturbance and Notice to Proceed (NTP) is issued.

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Lot 1 DSV Subdivision

DATE: November 30, 2023

REVIEW: Preliminary (comments plans dated 11-22-2023)

PLAT

1. Signature and seal from P.E. & RPLS is required.
2. Note No. 15--- Revise note to say: "Owners to maintain detention/retention area".
3. Verify ROW on S. Sugar Rd.

SITE PLAN

1. Provide all pertinent details for water, sewer, storm, and paving.
2. Provide profile detail for all utility crossings.
3. Trench safety shall be required for all proposed utility lines.
4. Show detail of all water and sewer line tie-ins. Water line shall be required to be a true loop as per standard requirements.
5. Inline valves for waterline may be required as per Public Utilities request.

DRAINAGE

1. Drainage report to be reviewed and approved by HCDD No. 1.
2. Drainage plan to be reviewed and approved at building permit phase.

CONSTRUCTION SCHEDULE

- The contractor shall provide a construction schedule for the above-mentioned subdivision.

CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS

- **PRIOR TO SUBMITTING PRECONSTRUCTION PLANS, FIELD VERIFY ALL UTILITY TIE-INS FOR WATER, SEWER, AND STORM LINES.**
- Access road must follow City of Pharr standards for paving.
- Testing may be required for concrete, paving and backfilling items.
- Curb and gutter must meet design strength of 3000 psi and must include 3 #3 continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard and ADA guidelines.
- Driveway shall have a design strength of 4000 psi and concrete drive shall meet the appropriate design strength to prevent damage. Must follow City design standard and ADA guidelines.
- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller factory yellow. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange). ***UPDATE (Please see attachment pertaining to proposed hydrants)**
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.
- At time of subdivision completion all lots shall be required to provide positive drainage and outfall towards the street.

From: [John Salinas](#)
To: [Eddie Martinez](#)
Cc: [Javier Lopez](#)
Subject: Proposed Lot 1 DSV Subd; Proposed Majestic International Trade Port Phase 2 Subd.
Date: Tuesday, November 28, 2023 11:30:20 AM
Attachments: [20231128112809.pdf](#)

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

Hello Eddie,

HCID2 claims for the following proposals:

1. Lot 1 DSV Subdivision:
 - a. We have an 80' fee simple claim within the west side. Vol. 26, Pg. 203 tract 52 as shown Vol. 0, Pg. 63-5.
 - b. We have a 21" FJ-RCP pipeline on the east side not being shown.
 - c. Need a reference point from the corner Lot Kelly-Pharr.
 - d. Update to the signature script as shown in the attachment.
2. Majestic International Trade Port Phase 2 Subdivision:
 - a. The subdivision boundary should not include the 100' canal right of way this is still HCID2 property. Until then, that area would need to be carved out. After the purchase/release, the boundary line shown is correct.
 - b. The bold label on the north shown as CANAL RIGHT OF WAY is incorrect, it should be DRAIN DITCH. Vol. 21, Pg. 345 as shown Vol. 16, Pg. 5.
 - c. We need a reference point from the common corner Lot out of Closner Subdivision.
 - d. The easement label shown on the south side would need to be released by document not abandoned by plat. The pipeline is being replaced and relocated outside of road right of way.
 - e. The signature script update: THIS PLAT ... BY THE HIDALGO ... ; Remove the comma after THIS and after FENCES.

If there are any questions, please advise. Thank you.

John Salinas
Hidalgo County Irrigation District No. 2
P.O. Box 6
San Juan, TX 78589
Phone: (956) 787-1422
Fax: (956) 781-7622
Email: jbs_hcid2@att.net

neating the boundary of
ve been marked with a
SOC.", unless otherwise
ce the boundary.

constructed along

irements at the time of

record for the subdivision
an on-site volume of
imate only and detailed
ssued for this platted
by the City of Pharr for

ccordance with
S).

sponsibility of the agency

Permit Phase in order to

Ambrosio Hernandez
Mayor, City of Pharr

Hilda Pedraza
City Clerk

STATE OF TEXAS
COUNTY OF HIDALGO:

Hidalgo County Drainage District No. 1 hereby certifies that the drainage plans for this subdivision comply with the minimum standards of the district adopted under Texas Water Code 49.211(c). The district has not reviewed and does not certify that the drainage structures described are appropriate for the specific subdivision based on generally accepted engineering criteria. It is the responsibility of the developer and his engineer to make these determinations.

Raul E. Sesin, P.E. C.F.M.
By, Hidalgo County Drainage District No. 1
General Manager

STATE OF TEXAS
COUNTY OF HIDALGO:

This plat is hereby approved by the Hidalgo County Irrigation District No. 2 on this

the day of , 2024.

No improvements of any kind (including without limitation, trees, fences, and buildings) shall be placed upon Hidalgo County Irrigation District No. 2 rights-of-way or easements.

President

Attest:

Secretary

PRELIMINARY

NOV 22 2023

Time:

LOT 1
DSV SUBDIVISION

A SUBDIVISION OF
36.458 ACRES OUT OF LOT 403
KELLY-PHARR SUBDIVISION

SITUATED IN THE
CITY OF PHARR
HIDALGO COUNTY, TEXAS

OWNER:

BEBO, INC.

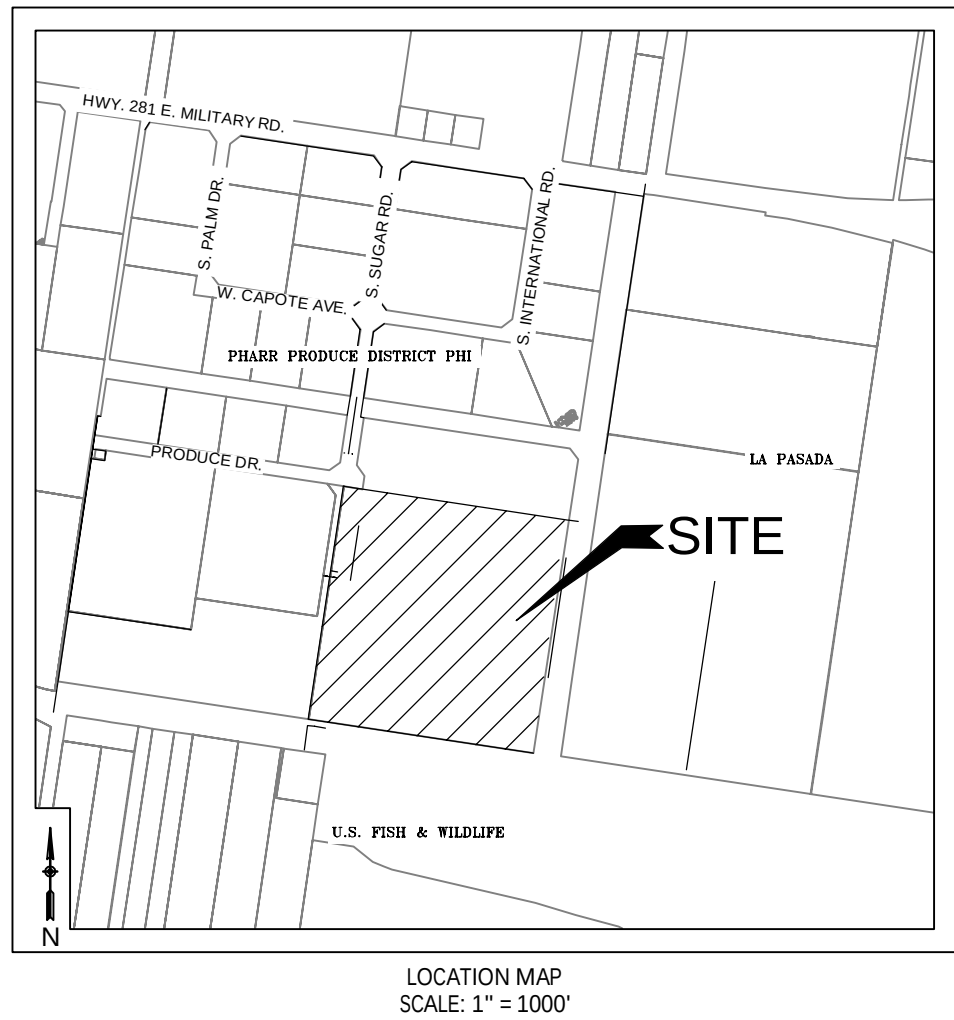
BY



5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPCLS SURVEYING FIRM #10194444

DATE OF PREPARATION: NOVEMBER 2023

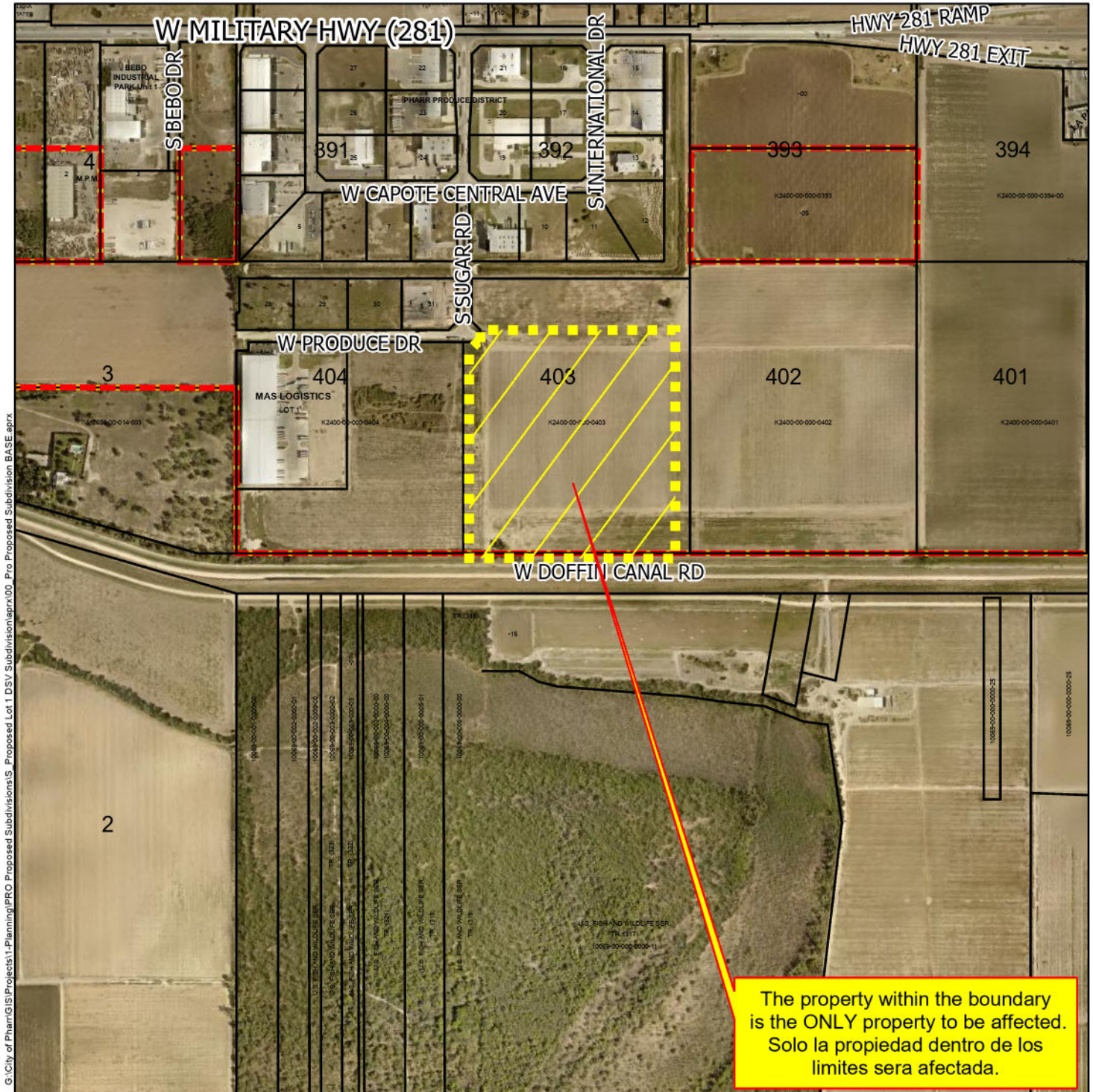
(956) 664-0286
(956) 664-0286



LOT 1
DSV SUBDIVISION
A SUBDIVISION OF
36.458 ACRES OUT OF LOT 403
KELLY-PHARR SUBDIVISION
SITUATED IN THE
CITY OF PHARR
HIDALGO COUNTY, TEXAS
OWNER:
BEBO, INC.
BY

5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7448
TEL. (956) 984-0286
TBEPLS SURVEYING FIRM #1019444

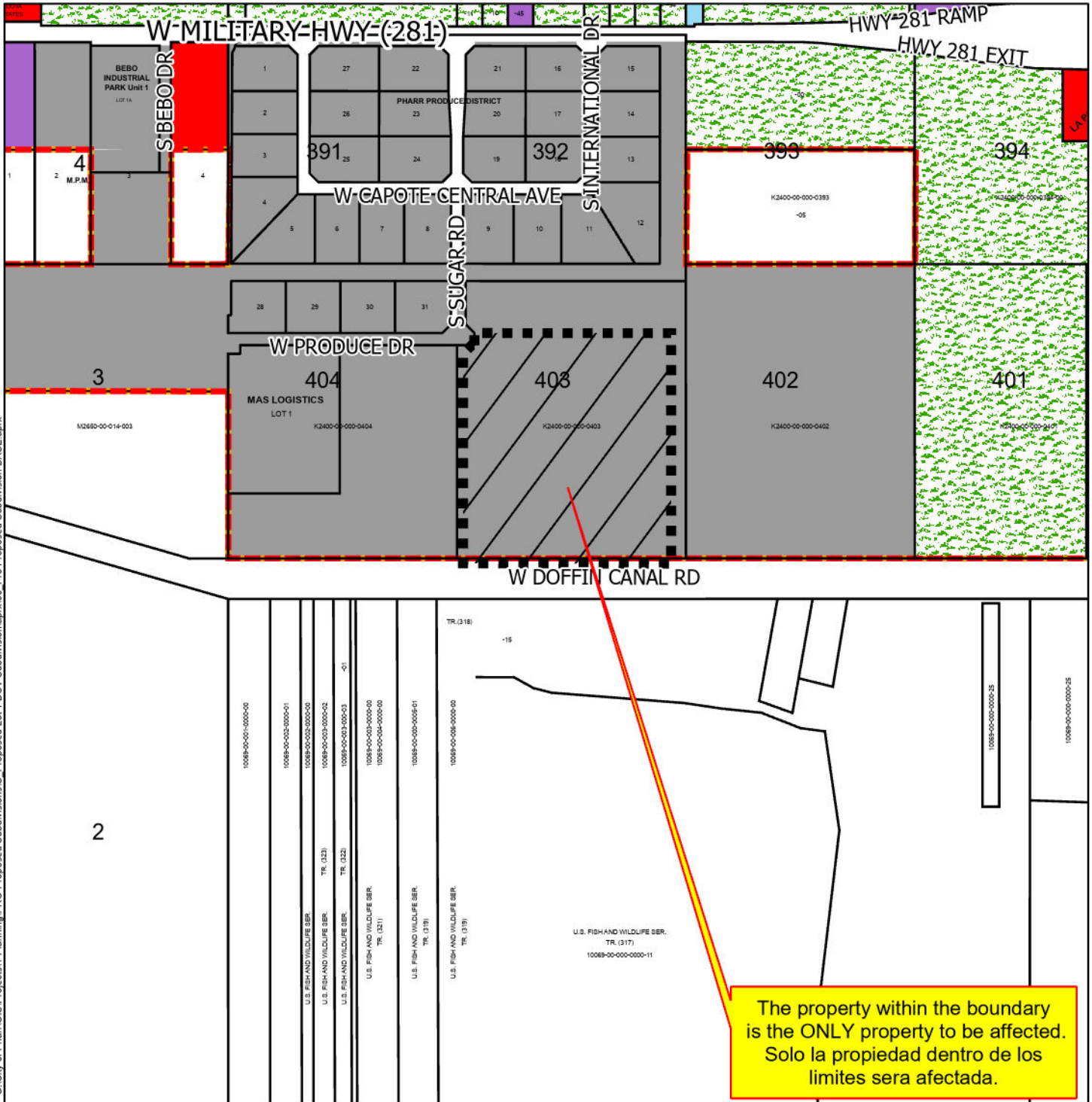
MCALLEN, TX	78502	
MCALLEN, TX	78503	(956) 664-0286
MCALLEN, TX	78503	(956) 664-0286



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

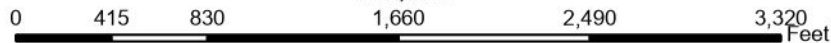
- | | | | | |
|--|---|--|--|--|
| <ul style="list-style-type: none"> Agricultural Open Space Single Family Single Family Small Lot Residential Multi-Family Residential Multi-Family High Density Mobile Home Townhouse HUD Code | <ul style="list-style-type: none"> Rail Road R.O.W Government Owned General Business Business District Drainage Easement Heavy Commercial Heavy Industrial Limited Industrial | <ul style="list-style-type: none"> Neighborhood Commercial Office Professional PSJA ISD Hidalgo ISD Valley View ISD Planned Unit Development | Future Land Use
FUTURELAND <ul style="list-style-type: none"> Irrigation Agriculture Single Family Res. Multi-Family Res. Manufactured Homes | <ul style="list-style-type: none"> Industrial Commercial Public/Semi Public ROW Parks Subject Property |
|--|---|--|--|--|

ZONING



- | | | | | |
|--|---|--|---|--|
| <ul style="list-style-type: none"> Agricultural Open Space Single Family Single Family Small Lot Residential Multi-Family Residential Multi-Family High Density Mobile Home Townhouse HUD Code | <ul style="list-style-type: none"> Rail Road R.O.W Government Owned General Business Business District Drainage Easement Heavy Commercial Heavy Industrial Limited Industrial | <ul style="list-style-type: none"> Neighborhood Commercial Office Professional PSJA ISD Hidalgo ISD Valley View ISD Planned Unit Development | <p>Future Land Use</p> <p>FUTURELAND</p> <ul style="list-style-type: none"> Irrigation Agriculture Single Family Res. Multi-Family Res. Manufactured Homes | <ul style="list-style-type: none"> Industrial Commercial Public/Semi Public ROW Parks Subject Property |
|--|---|--|---|--|

Scale: 1:10,000





Pharr
Development Services



Site Photo

1100 Block of West Produce Drive





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 16, 2024

MEETING DATE: March 4, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor, Homeland Security Grants Division for the Local Border Security Program (LBSP). **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Local Border Security Program is a Homeland Security Grant that allocates monies for enhanced patrol operations to secure the Texas / Mexico Border. The Pharr Police Department will petition for funding to use in overtime funds for additional resources to patrol the egress and ingress routes that lead to and from the Pharr International and to conduct neighborhood patrols to deter criminal activity surrounding narcotics, gangs, and human smuggling. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: Salaries will be reimbursed thru the grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request and lose out on funding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/16/2024
Approved - 2/26/2024
Approved - 2/27/2024
Approved - 2/29/2024
Final Approval - 2/29/2024

RESOLUTION NO. R-2024 _____

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
LOCAL BORDER SECURITY PROGRAM SOLICITATION (LBSP), (FY 2025)

WHEREAS, Local Border Security Program (LBSP) funding is for FY 2025 to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States; and

WHEREAS, The City of Pharr City Commission finds it in the best interest of the citizens of Pharr that the Local Border Security Program (LBSP) be operated for the fiscal year **09/01/2024 to 08-31-2025**; and

WHEREAS, the purpose of the Local Border Security Program (LBSP) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations; and

WHEREAS, The City of Pharr City Commission agrees to provide, if applicable, matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

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

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approves submitting the grant application for the Local Border Security Program (LBSP) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF _____ 2024.

Grant Number: **29914010**

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk

Certification

The State of Texas

County of Hidalgo
City of Pharr

I, Hilda Pedraza, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the ____ day of February 2024, AD.

(Resolution No. _____)

In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this ____ day of February 2024, AD.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: February 16, 2024

MEETING DATE: March 4, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing Pharr Police Department to submit an application for the Operation Stonegarden Grant Program (OPSG-2023) to the Office of the Governor's Homeland Security Division - Grant #3173109 / OPSG 2023. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue:

Operation Stonegarden is a Homeland Security Grant that will run from March 1, 2024, to February 28, 2025. The Pharr Police Department uses OPSG Funding to enhance enforcement efforts along ingress/egress routes leading to and from the U.S./Mexico border and into the interior of the United States. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: The Office of the Governor's Homeland Security Grants Division has allocated funding for the Pharr Police Department to use for overtime funds and the purchase of police equipment. **This item supports SSC - Safe and Secure Community.**

Staff Recommendation: Staff recommends approval

Alternatives: Not approve grant and give up funding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/16/2024
Approved - 2/26/2024
Approved - 2/26/2024
Approved - 2/29/2024
Final Approval - 2/29/2024

RESOLUTION NO. R-2024_____

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
Operation Stonegarden (OPSG), (FY 2023)

WHEREAS, OPSG funding is to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border into the interior of the United States; and

WHEREAS, The City of Pharr City Commission finds it in the best interest of the citizens of Pharr that the Operation Stonegarden Grant Program (OPSG-2023) be operated for the fiscal year 03-01-2024 to 02-28-2025; and

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2023) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations; and

WHEREAS, The City of Pharr City Commission agrees to provide, if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, The City of Pharr City Commission assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

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

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approve submitting the application for the Operation Stonegarden Grant Program (OPSG-2023) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS DAY OF _____ 2024.

Grant Number: [3173109](#)

ATTEST:

CITY OF PHARR:

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

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 February 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 February 2043, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: February 16, 2024

MEETING DATE: March 4, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to Officer of the Governor, Homeland Security Grants Division - Operation Lone Star Grant Program. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Pharr Police Department seeks funding from the Officer of the Governor - Homeland Security Grants Division. The Grant operational period is from 09/01/2024 thru 08/31/2025. The funds requested would be designated for law enforcement overtime hours and specialized equipment to assist in homeland security. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: Salaries will be reimbursed through this grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/16/2024
Approved - 2/26/2024
Approved - 2/26/2024
Approved - 2/29/2024
Final Approval - 2/29/2024

RESOLUTION NO. R-2024 _____

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION LONE STAR GRANT PROGRAM (OLS), (FY 2025)

WHEREAS, funding for Operation Lone Star (OLS) in FY 2025 aims to bolster interagency border security operations, thereby supporting the initiative to deter and interdict criminal activity through facilitated directed actions; and

WHEREAS, the City of Pharr City Commission finds it in the best interest of the citizens of Pharr that Operation Lone Star (OLS) be operated for the fiscal year 09/01/2024 to 08/31/2025; and

WHEREAS, the purpose of Operation Lone Star (OLS) is to increase patrol, search and rescue, recovery operations, and/or investigative capacity for certified peace officers; and

WHEREAS, Operation Lone Star (OLS) aims to increase patrol, search and rescue, recovery operations, or investigative capacity for certified peace officers; and

WHEREAS, the City of Pharr City Commission agrees to participate in implementing and increasing the effectiveness of operational methods, measures, and techniques for outbound/southbound operations; and

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

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approves submitting the grant application for Operation Lone Star (OLS) to the Office of the Governor, Public Safety Office (PSO).

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF _____ 2024.

Grant Number: 5059901

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk

Certification

The State of Texas

County of Hidalgo
City of Pharr

I, Hilda Pedraza, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the ____ day of February 2024, AD.

(Resolution No. _____)

In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this ____ day of February 2024, AD.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: February 16, 2024

MEETING DATE: March 4, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit grant application to the Office of the Governor-Criminal Justice Division: Pharr Border Bullet Resistant Shields. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Enhanced officer safety and ballistic protection for our first responders. In response to continued violent critical incidents at schools and public venues, the Pharr PD has developed enhanced training for Active Shooter scenarios. In an effort to prepare for, and provide an enhanced response to critical violent incidents, the Pharr PD conducts ongoing training to deal with these threats and unusual situations that require an expedited response in order to save lives.

In order to provide enhanced ballistic protection and increase officer safety, the Pharr PD intends to purchase Ballistic Shields. Ballistic Shields are essential personal protective items that are required to be used by members of the Pharr PD. The daily use by officers allows them to carry out their duties while protecting them from sudden violent attacks from gunfire or edged weapons.

The intent is to equip officers with NIJ certified Ballistic Shields that are rated to stop handgun rounds, shotgun and rifle rounds. These shields are required to be used by all police officers when responding to critical incidents and carried in patrol vehicles. The Ballistic Shields allow officers to respond quickly to an active shooter incident, while providing ballistic protection and improving officer safety. The use of Ballistic Shields serves to increase the likelihood that they can carry out their duties and save lives. This item supports SSC - Safe and Secure Community.

Fiscal Consideration: Expenses will be reimbursable thru this grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve grant and lose out on funding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles

Juan Gonzalez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/16/2024

Approved - 2/26/2024

Approved - 2/26/2024

Approved - 2/29/2024

Final Approval - 2/29/2024

RESOLUTION NO. R-2024_____

**OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE
DIVISION (BULLET-RESISTANT SHILED GRANT
PROGRAM, (FY2025)**

WHEREAS, The City of Pharr recognizes the paramount importance of ensuring the safety and security of its citizens, hereby deciding to operate the Pharr Border Bullet Resistant Shields from October 1, 2024, through September 30, 2025; and

WHEREAS, The City of Pharr is committed to acquiring body armor that complies with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06), encompassing type III (rifles) or type IV (armor-piercing rifle) body armor, along with bullet-resistant vests, ballistic plates, and plate carriers; and

WHEREAS, The City of Pharr City Commission pledges to provide matching funds as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission affirms its responsibility to promptly return any misused or lost funds allocated by the Criminal Justice Division, ensuring full restitution; and

WHEREAS, The City of Pharr City Commission appoints the Chief of Police as the authorized official for the grant, empowering them to oversee the application, acceptance, rejection, alteration, or termination of the grant on behalf of the city.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the **Pharr Border Bullet Resistant Shields** grant application to the Office of the Governor, Criminal Justice Division.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF PHARR TEXAS, THIS ____ DAY OF February_____2024.**

Grant Number:

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk

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

**The State of Texas
County of Hidalgo
City of Pharr**

I, Hilda Pedraza, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the ____ day of February 2024, AD.

(Resolution No. _____)

In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this ____ day of February 2024, AD.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: February 16, 2024

MEETING DATE: March 4, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Human Trafficking Liaison Project. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Pharr Police Department seeks funding from the Office of the Governor - Criminal Justice Division for the continuance of the Human Trafficking Liaison Project. The grant operational period is from 10/01/2024 thru 09/30/2025. The Human Trafficking Liaison would oversee services for victims of human trafficking and coordinate with local, state, and federal partners to provide services for victims in Pharr. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: Salaries are reimbursable thru this grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve funding and close the program

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles

Juan Gonzalez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/16/2024

Approved - 2/26/2024

Approved - 2/27/2024

Approved - 2/29/2024

Final Approval - 2/29/2024

RESOLUTION NO. R-2024-__

**OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION
(GENERAL VICITMS ASSISTANCE DIRECT SERVICES GRANT
PROGRAM, FY2025)**

WHEREAS, the City of Pharr finds it in the best interest of the citizens of Pharr, that the Human Trafficking Liaison Project be operated from 10/01/2024 thru 09/30/2025; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the grant application for the Human Trafficking Liaison Project to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF March 2024.

Grant Number: 2430513

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the ____ day of February 2024, AD.

(Resolution No. _____)

In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this ____ day of February 2024, AD.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: February 16, 2024

MEETING DATE: March 4, 2024

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Crime Victim's Liaison Project. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Pharr Police Department seeks funding from the Office of the Governor - Criminal Justice Division for the continuance of the Crime Victim's Liaison Project. The grant operational period is from 10/01/2023 thru 09/30/2024. The Crime Victim's Liaison would oversee these services for victims of crime in the City of Pharr and coordinate with local partners to provide said services. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: These salaries are reimbursable through the grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request and close the program

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/16/2024
Approved - 2/26/2024
Approved - 2/26/2024
Approved - 2/29/2024
Final Approval - 2/29/2024

RESOLUTION NO. R-2024-

**OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION
(GENERAL VICTIMS ASSISTANCE DIRECT SERVICES GRANT
PROGRAM, FY2025)**

WHEREAS, the City of Pharr finds it in the best interest of the citizens of Pharr that the **Crime Victims Liaison Project** be operated from 10/01/2024 through 09/30/2025; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the **Crime Victims Liaison Project** grant application to the Office of the Governor, Criminal Justice Division.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF
THE CITY OF PHARR TEXAS, THIS _____ DAY OF March 2024.**

Grant Number: 2987308

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the ____ day of February 2024, AD.

(Resolution No. _____)

In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this ____ day of February 2024, AD.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 26, 2024

MEETING DATE: March 4, 2024

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Agreement with Life Scan Wellness Centers to provide annual medical physicals for the Fire Department. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Fire Department provides annual medical physicals to members based on the National Fire Protection Association 1582 Standards on Comprehensive Occupational Medical Programs for Fire Departments. The annual physicals are tiered based on age as follows:

18-29 years old - medical physical every 3 years

30-39 years old - medical physical every 2 years

40+ years old - medical physical every year

Based on this criteria, the department will be conducting 63 medical physical this year out of 86 fire personnel. Additionally, 12 members of the department that are assigned to hazardous material response will be screened for heavy metals and PFCOS/PFAS as part of the physicals.

(Project No. 2324-01-515-S24-01)

Fiscal Consideration: Funds are budgeted as part of the Fiscal Year 23-24 Annual Budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Life Scan Wellness Centers to provide medical physical for the Fire Department in the amount of \$57,024.00.

Alternatives: Dis-approve the medical physicals

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Mayra Gomez

Jamison Merrick

Created/Initiated - 2/26/2024

Approved - 2/26/2024

Approved - 3/1/2024

Ricardo Rodriguez
City Management Office

Approved - 3/1/2024
Final Approval - 3/1/2024



2024 Department Scheduling And Additional Testing Agreement

DEPARTMENT INFORMATION

Department

Pharr Fire Department

Billing Address

118 South Cage Blvd 3rd Floor
Pharr, TX 78577

Point of Contact

Asst Chief Alberto Gonzalez

356-402-4400 Alberto.gonzalez@fd.pharr-tx.gov

Deputy Chief Arispe

956-249-7111 Carlos.arispe@fd.pharr-tx.gov

Captain Bustamante

Pedro.bustamante@fd.pharr-tx.gov

Fire Chief Pilar Rodriguez

Pilar.rodriguez@fd.pharr-tx.gov

PHYSICALS INFORMATION

Set-Up: 8:00 am

Start: 9:00 am

Members: 63

Total Days: 9

Location for Physicals

118 South Cage Blvd 3rd Floor
Pharr, TX 78577

Dates of Physicals

Tuesday, 4/9 – Friday, 4/12

Monday, 4/15 – Friday, 4/19

Life Scan Base Price: \$612.00

Blood Draw Dates

3/11 - 3/13/2024

8:00am to 11:00am

BLOOD DRAW INFORMATION

Blood Draw Type

☒ X Life Scan On-Site

☐ Self-Draw

☐ RX to Station

Supply Shipping Address

118 South Cage Blvd 3rd Floor ATTN: Sandra
Pharr, TX 78577

On-Site Blood Draw Address

118 South Cage Blvd 3rd Floor
Pharr, TX 78577

ADDITIONAL LABS AND TEST: Check if you agree to additional test/labs

Yes	Test/Lab	Price	QTY	Notes
X	Heavy Metals	\$98	36	Separate Script
X	PFCOS & PFAS	\$1,077	12	Separate Script
X	On-Site Blood Draw	\$32	63	
X	Wellness	\$612	63	Sent to Chief Arispe
	Wi-Fi Required			Password:

CLIENT AGREEMENT:

As an authorized representative, I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.

Representative Name and Title

Representative Signature

Signed Date

Jennifer Connelly – Administrative Director

Life Scan Representative Name and Title

Requirement: 3 private rooms (10 x 10 is sufficient), one room needs to have a treadmill with at least a 15% incline.

Each room should have a trash can and a small table and two chairs if possible.

***About 6 weeks before your departments physicals you will receive an email from Haley with all of your physical paperwork and information, including lab scripts.



LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: February 26, 2024

MEETING DATE: March 4, 2024

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, ratifying Agreement between the Texas Department of Public Safety and the City of Pharr Fire Department for driver record services. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: As part of the Fire Department's (FD) civil service employment screening, the department request driving records from the Texas Department of Public Safety for candidates that are being evaluated for employment. Additionally, the FD from time to time checks an employee's driving records to determine if they remain eligible to operate emergency response apparatus. The Texas Department of Public Safety provides driving records to the FD through an agreement executed between these two entities.

Due to agreement's pending expiration, the FD has executed the attached agreement and requests that the City Commission ratify the action taken by staff.

Fiscal Consideration: N/A

Staff Recommendation: Based on review by this office, staff recommends that the City Commission ratify the execution of the driving records agreement between the Texas Department of Public Safety and the City of Pharr Fire Department as presented.

Alternatives: Dis-approve the agreement

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 2/26/2024
Approved - 2/26/2024
Approved - 3/1/2024
Final Approval - 3/1/2024

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 2, 2024

City of Pharr Fire Department
Attn: Leonardo Perez
118 S Cage Blvd 3rd Floor
Pharr, TX 78577-

To Whom It May Concern:

A new agreement was provided in September 2022 and April 2023 due to changes in the law governing driver record services. As of today, the new agreement was not received or was returned in subsequent communications due to missing information.

This is your final notice that access to driver record services will be discontinued on March 1, 2024, unless the new agreement is returned within 30 days from the date of this letter to allow sufficient time for processing. There will be no extensions or exceptions.

The new agreement is enclosed with this letter. It must be signed by all required parties and no amendments or changes to the agreement will be accepted. If a bond is required for the type of driver services you access, it must be submitted with the agreement. If your access to driver services is discontinued, you must submit a new agreement for services to be restored.

If you have questions, please contact the Online Service Section at e.commerce@dps.texas.gov or 512-424-5967.

Respectfully,

Manager
License and Record Service

USER AGREEMENT TO PURCHASE DRIVER RECORDS OR DRIVER RECORD MONITORING SERVICES

This Agreement is made between the Department of Public Safety of the State of Texas (DPS), the state administrator for driver license and identification card records (referred to as Driver Records), and the entity purchasing records identified below (Entity).

Entity Name: _____

Address: _____

BACKGROUND

Texas law authorizes DPS to sell Driver Records individually or in bulk for specified permissible purposes and to establish an Interactive System to provide the release of Driver Records under the authority of Texas Transportation Code Chapters 521 and 730.

Additionally, Texas Transportation Code § 521.062 allows DPS to establish an optional program for Driver Records Monitoring Services (referred to as Monitoring Services) that will notify any participating entities of any updates or changes to an individual's Driver Record that is being monitored by any entity that elects to participate in the program. These changes may include convictions for a traffic offense or any driver license status change.

Texas law requires each prospective Entity using the Interactive System to sign an agreement with DPS containing safeguards that DPS considers necessary to ensure that Driver Records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected before Entity receives any Driver Records.

DPS will sell and deliver the Driver Records or Monitoring Services in an interactive format to Entity subject to the following terms and conditions.

SCOPE

1. Definitions

- a. **Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Texas Transportation Code § 521.050.
- b. **Interactive System** means the process by which DPS supplies Driver Records and Monitoring Services in an electronic format to Entity, including real-time and batch web-based applications.

- c. **Personal Information** means information within Driver Records that identifies an individual by the following: an individual's photograph or computerized image, Social Security number, date of birth, driver identification number, name, address but not zip code, email address, telephone number, and medical or disability information or as is defined by the federal Driver's Privacy Protection Act (18 U.S.C. § 2721, *et seq.*), the Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code Ch. 521), and the Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Ch. 730). Personal Information may also include sensitive personal information as defined in Texas Business and Commerce Code § 521.002(2), which includes:
- 1) An individual's first name or first initial and last name in combination with a driver license number or government-issued identification number if the name and the items are not encrypted.
 - 2) Information that identifies an individual and relates to:
 - a) The physical or mental health or condition of the individual; or
 - b) The provision of health care to the individual.
- d. **Entity** means a person or governmental or private entity who is eligible to receive Driver Records as an Authorized Recipient under Texas Transportation Code Chapter 730.
- e. **Breach of System Security** means the unauthorized access of computerized data that compromises the security, confidentiality, or integrity of personal information Entity maintains under this Agreement, including data that is encrypted if Entity's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of personal information by an employee, agent, or client of Entity for the purposes of performing under this Agreement is not a breach of system security unless the employee, agent, or client of Entity uses or discloses the personal information in an unauthorized manner.
- f. **Confidential Data** means information as defined in Texas Administration Code § 202.1 (5) that is collected and maintained by the Department that must be protected against unauthorized disclosure and is not subject to public disclosure under the provisions of applicable state or federal law or other legal agreements.
- g. **Cyber Security** means the Department's Cyber Security Unit, which is responsible for agency information technology security.

- h. **Department or DPS** means the Department of Public Safety of the State of Texas.
- i. **Regulated Data** means information that is collected and maintained by the Department that requires the Department to implement specific privacy and security safeguards as mandated by Federal and State law.
- j. **Secure Location** means a facility, conveyance, or area with security controls sufficient to protect sensitive or confidential information and associated information systems.
- k. **Sensitive Data** means information that is collected and maintained by the Department that must be protected against unauthorized disclosure, except for public release under the provisions of applicable state or federal law or other legal agreements.
- l. **System Failure** means a breakdown of any system hardware, operating system, or application software which prevents the accomplishment of the system's intended function.
- m. **User(s)** means an entity/person who is accessing Driver Records from a web-based, desktop, or mobile device interface.
- n. **Wireless Local Area Network (WLAN)** means a wireless computer network that links two or more devices using a wireless distribution method within a limited area.

2. Purchase of Driver Records

Entity may purchase Driver Records of individuals, which includes Personal Information, solely for a permissible use as identified in the section of this Agreement entitled "Certification of Permissible Use."

3. Purchase of Monitoring Services

Upon enrollment in the Driver Record Monitoring Service, Entity agrees to immediately purchase a record of any driver identified with a "not eligible" status (Type 2). If the purchase is made for the purpose of insurability, the driver is eligible for monitoring by the organization that purchased the record. The Monitoring Services will include notification to Entity on a bi-weekly basis of any change in the individual's driver license status or when any conviction for a traffic offense is reported to DPS during the term of this Agreement.

4. Fees

Entity must pay to DPS the applicable fee set by statute or rule for purchasing Driver Records or Monitoring Services. Entity also must pay any interactive transaction fees. Payment for the interactive transfer must be handled in an electronic format. Entity must remit payment immediately upon receipt of billing. Failure to remit timely payment may result in termination of this Agreement, denial of additional Driver Records and Monitoring Services, or the cancellation of Monitoring Services for any specific Driver Record until all payments are received. In the event that the Monitoring Services for a specific Driver Record is cancelled, Entity must purchase the Driver Record again in order to reinitiate the monitoring service for that specific Driver Record.

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the governmental agency requests Driver Records sold in bulk for research purposes. If Entity is a governmental agency and wishes to obtain Driver Records in bulk for research purposes, DPS will charge Entity the regular fees for those bulk Driver Records.

If Entity is monitoring a Driver Record for multiple Third Party Requestors, Entity must pay a monitoring fee for each Third Party Requestor. Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services.

If Entity is purchasing Driver Records and Monitoring Services for its own use and will not provide to a Third Party Requestor as permitted herein, Entity must monitor its entire customer base under this Agreement.

5. Interactive System

The Interactive System for Driver Records and Monitoring Services, by which DPS supplies Driver Records and Monitoring Services in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records and Monitoring Services in the form of a report identifying changes in an individual's driver license status or when any conviction for a traffic offense is reported in a secure, electronic format using the Interactive System. Billing and payment for these services by Entity will also be conducted through the Interactive System. The vendor is obligated to specific performance level requirements, so the vendor has the authority to suspend any Entity account or access to the Interactive System when an Entity's access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

6. Certification of Permissible Use

Entity, by signing this Agreement, certifies compliance with all provisions of the federal Driver's Privacy Protection Act, the Texas Motor Vehicle Records Disclosure Act, the Identity Theft Enforcement and Protection Act, and with all other state and federal laws applicable to this Agreement. Entity certifies that its use of Driver Records purchased under this Agreement is for the following permissible purpose only and for no others.

Initial all that apply.

- _____ 1. (Valid for Certified Abstract) For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.
- _____ 2. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c); motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or

motor vehicle dealers; or (e) removal of nonowner records from the original owner records of motor vehicle manufacturers.

- _____ 3. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only (a) to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and (b) if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- _____ 4. (Valid for Certified Abstract) For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- _____ 5. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- _____ 6. For use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating or underwriting.
- _____ 7. For use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a storage facility.
- _____ 8. For use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
- _____ 9. (Valid for Certified Abstract) For use by an employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.
- _____ 10. For use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.
- _____ 11. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.), for a purpose permitted under that Act.
- _____ 12. For use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
- _____ 13. For use in the ordinary course of business by a person or authorized agent of a person who: (a) holds a salvage vehicle dealer license issued under chapter 2302, Occupations Code; (b) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number issued under Chapter 503 of this code; (c) holds a used automotive parts recycler license issued under Chapter 2309, Occupations Code; or (d) is licensed by, registered with, or subject to regulatory oversight by the

Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, the Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

- _____14. For use by an employer, principal, general contractor, nonprofit organization, charitable organization, or religious institution to obtain or verify information relating to a person who holds a driver's license or the driving history of a person who holds a driver's license if the person is employed by, works under a contract with, or volunteers for the employer, principal, contractor, organization, or institution.
- _____15. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. Prior to release of personal information may require additional information.

Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the permissible purposes identified in this Agreement. Access to and use of Driver Records by Entity's personnel that are not authorized is strictly prohibited. Entity must comply with the Data Sharing Agreement (Attachment C) that is incorporated into this Agreement by reference. The Rules of Behavior for Individuals Accessing DPS Data (Attachment B) must be completed by the Entity's employees accessing Driver Records. Any access, use, or disclosure not required for the purposes of this Agreement or for any unofficial purpose are strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

7. Resell or Re-disclosure

Entity may not resell re-disclose Driver Records obtained under this Agreement except as specifically provided in this Agreement. Entity may re-disclose Driver Records to a third party requestor (Third Party Requestor) who is an Authorized Recipient and only if Entity enters into a written contract with a Third Party Requestor that requires a Third Party Requestor's compliance with all Agreement requirements, including compliance with the federal Driver's Privacy Protection Act, the Identity Theft Enforcement and Protection Act, and the Texas Motor Vehicle Records Disclosure Act, and that is for a use authorized by Texas Transportation Code § 730.007. If Driver Records are disclosed as part of Monitoring Services, Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services. Any Driver Records or Monitoring Services purchased under this Agreement by Entity are for a single purpose use only and will not be repurposed or used more than one time. Entity will not use a specific Driver Record for multiple Third Party Requestors or multiple uses by a single Third Party Requestor.

If Entity resells or re-discloses Driver Records to someone who is not an Authorized Recipient, the Entity may be subject to civil and criminal penalties, including a civil suit that allows for damages or subject to committing an offense classified as a misdemeanor punishable by a fine not to exceed \$100,000. If Entity resells or re-discloses Driver Records to Third Party Requestors, it must inform Third Party Requestors that they may not redisclose the personal information to a person who is not an Authorized Recipient.

8. Record Creation and Retention

Entity must create a record identifying each Third Party Requestor that obtained Driver Records or Monitoring Services (if applicable) from Entity and the legally permissible purpose for which Driver Records or Monitoring Services were obtained. Entity must ensure that each Third Party Requestor will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. Entity must retain these identifying records for five years following the transfer of any Driver Records or Monitoring Services to a Third Party Requestor of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records or Monitoring Services were released; the written agreement with the Third Party Requestor; and contact information for the Third Party Requestor.

9. Provide Copies of Records and Notification of Release

If Entity re-discloses any Driver Records obtained under this Agreement to a Third Party Requestor, Entity must provide access to or copies of those records required in the section entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

10. Unauthorized Disclosure

Entity must immediately notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Entity, its employees or agents, or by any person or entity that acquired Driver Records from Entity, either directly or indirectly.

If the Interactive System or an information system containing Driver Records is compromised or breached, Entity must provide notice to DPS as soon as possible following the discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential information referred to as a "Security Incident."

- a. Within 24 hours of the discovery or reasonable belief of a Security Incident, Entity must provide a written report to DPS detailing the circumstances of the security incident, which includes at a minimum:
 - 1) A description of the nature of the Security Incident;
 - 2) The type and amount of Driver Records involved;
 - 3) Who may have obtained the Driver Records;
 - 4) What steps Entity has taken or will take to investigate the Security Incident;
 - 5) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 6) A point of contact for additional information.

- b. Each day thereafter until the investigation is complete, Entity must provide DPS with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - 1) Who is known or suspected to have gained unauthorized access to Driver Records;
 - 2) Whether there is any knowledge if Driver Records have been abused or compromised;
 - 3) What additional steps Entity has taken or will take to investigate the Security Incident;
 - 4) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 5) What corrective action Entity has taken or will take to prevent future similar unauthorized use or disclosure.
- c. Entity must confer with DPS regarding the proper course of the investigation and risk mitigation. DPS reserves the right to conduct an independent investigation of any Security Incident, and should DPS choose to do so, Entity must cooperate fully by making resources, personnel, and systems access available to DPS and its authorized representatives.
- d. Subject to review and approval by DPS, Entity must at its own cost, provide notice that satisfies the requirements of Texas Business and Commerce Code Ch. 521 to individuals whose personal, confidential, or privileged information were compromised or likely compromised as a result of the Security Incident. If DPS, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice must be reimbursed to DPS by Entity. If Entity does not reimburse such costs within 30 calendar days of DPS written request, DPS will have the right to collect such costs.

11. Deletion of Information Required if not Authorized Recipient

Entity must delete from its records any personal information received from DPS if Entity becomes aware that Entity is not an Authorized Recipient of that information.

12. Data Protection

- a. Entity must further protect Driver Records in accordance with 1 Texas Administrative Code Ch. 202 and Texas Business and Commerce Code Ch. 521.
- b. Entity and its employees must comply with the requirements found in Attachments B and C.
- c. Personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- d. Entity must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any sensitive personal information collected or maintained by Entity under this Agreement.

13. No Separate Database

Entity will not retain, store, combine, or link any information from Driver Records or Monitoring Services obtained under this Agreement with any other data or database without the prior written consent of DPS.

14. Acknowledgement and Disclaimer

Entity acknowledges that DPS is furnishing Driver Records on an “as is” basis and DPS makes no representation as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God or anything that may be classified as a type of *force majeure* incident that is beyond the reasonable control of DPS and that by exercise of due foresight DPS could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, DPS is unable to overcome, or any other circumstances which may delay or preclude furnishing Driver Records in a timely fashion.

15. Consumer Protection

Driver Records furnished under this Agreement must not be used by Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law, which includes any prohibition under Texas Transportation Code Chapter 730.

16. Direct Access to Driver Records

Entity may not allow any member of the public or any person outside the direct employ or control of Entity direct access to Driver Records under this Agreement for any reason other than Entity’s intended and legitimate use of Driver Records.

17. Assignability

Entity will not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Agreement. Alternatively, if Entity does assign without prior written approval and a novation is impractical or impossible under the circumstances, but DPS does approve the assignment ultimately, then this Agreement will be binding on any successor or assignee.

18. Change of Status

This Agreement will automatically terminate if Entity ceases to conduct business, substantially changes the nature of its business, sells its business without a proper DPS-approved assignment, is deceased, if there is a significant change in its ownership, or ceases to qualify for Driver Records and Monitoring Services under the permissible use certified in the section entitled “Certification of Permissible Use” or as otherwise provided in this Agreement. Entity, its successor in interest, or its personal representative must immediately notify DPS in writing of any change in status that may implicate this section.

19. Suspension

If DPS has a reasonable suspicion or actual confirmation that Entity is not in contract compliance with any requirement for any reason, including data spillage or data breach, DPS reserves the right to immediately suspend access to Entity. DPS may reinstate access following suspension upon DPS's receipt of satisfactory assurances that Entity has corrected all non-compliance and has taken measures to prevent future non-compliance. DPS will not provide an Entity with any changes to a monitored record that occur during a period of suspension once services are reinstated; the DPS system does not have the ability to look back at or track any changes that may have occurred during the period of suspension. Failure to correct any violations to DPS's satisfaction or repeated violations could result in contract termination and permanent cancellation.

20. Incorporation of Other Documents

This Agreement, including "Attachment A, Entity's Information Form for Obtaining Interactive Driver Records and Monitoring Services", "Attachment B, Rules of Behavior for Individuals Accessing DPS Data", "Attachment C, Data Sharing Agreement", and Attachment D, Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050" constitutes the entire agreement between the Parties with regard to the matters made to the subject of this Agreement and no oral agreements are binding.

21. Termination

- a. **For Convenience.** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations, including the obligation to pay any applicable fees, will remain in full force. In no event will DPS be liable in any way if it terminates for convenience.
- b. **For Cause.** DPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law, rule, or regulation relating to the subject matter of this Agreement. DPS will provide Entity with written notice to terminate this Agreement, which termination will become effective immediately upon Entity's receipt of the notice. If this Agreement is terminated for cause, DPS may refuse to provide Driver Records to Entity in any format.

22. Amendments

DPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by DPS.

23. INDEMNIFICATION (Does not apply to Governmental Entities)

ENTITY MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ENTITY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE MUST BE COORDINATED BY

ENTITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. ENTITY AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as well as any relevant federal law regarding the subject matter. The venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

25. Notice

Any notice required or permitted under this Agreement will be directed to the Parties at the addresses shown below. The following contact person is designated by Entity to receive all notices regarding this Agreement:

Point of Contact: _____

Alternate Point of Contact: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Cell Phone Number: _____

Fax: _____

Email: _____

All correspondence to DPS regarding this Agreement must be mailed to the following address:

Department of Public Safety
License and Record Service/Online Services
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-5967
Fax: (512) 424-7456
Email: Commerce@dps.texas.gov

E.e

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

26. Compliance with Law

Entity must comply with all local, state, and federal laws, rules, and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act, and any written instructions of DPS related to this Agreement. Violation of the federal Driver's Privacy Protection

Act or the Texas Motor Vehicle Records Disclosure Act by Entity may result in civil and criminal penalties. Violation of a term of this Agreement by Entity may be a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17, Texas Business and Commerce Code or a Class B misdemeanor under Section 521.062 of the Texas Transportation Code.

27. Office of the Attorney General

Entity understands that under Texas Transportation Code § 521.062(d–g), the Office of the Attorney General may take certain actions against Entity for violations related to this Agreement.

28. Severability

Entity acknowledges that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly ambiguous language, they would want the court to interpret this Agreement as follows:

- 28.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- 28.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written;
- 28.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- 28.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

29. Audit and Inspection

Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the Texas State Auditor's Office, DPS, or any other department or agency responsible for determining that the Parties have complied with applicable law. Entity must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection and Entity must provide any such records and documents to DPS, the Texas State Auditor's Office, or applicable agency upon request. Entity must keep all records and documents regarding this Agreement for the term of this Agreement and for five years after the termination of this Agreement.

If DPS requests information from the Entity or a Third Party Requestor to determine if they have complied with applicable law or this Agreement, they must provide the requested information no later than the fifth business day after DPS submits the request unless DPS extends the deadline.

30. Survival

Any provisions of this Agreement that impose continuing obligations on Entity will survive the expiration or termination of this Agreement.

31. Term of Agreement

The term of this Agreement is effective on the last date signed in the Agreement section entitled “User Acceptance of Agreement” and will continue in full force and effect for a term of five years from that full execution date.

32. Acceptance of User Agreement

By signing this agreement, Entity agrees to the terms and conditions of this Agreement and all incorporated Attachments.

In order to receive any Driver Records and driver record monitoring services, an authorized signatory, the Chief Information Officer (CIO), and the Chief Information Security Officer (CISO) must sign this Agreement. Entity may not use the records if it does not accept the Agreement and all incorporated Attachments in their entirety.

Chief Information Security Officer <i>Insert signatory name and title here.</i>
Signature
Date:

Chief Information Officer <i>Insert name and title here.</i>
Signature
Date:

Entity's Authorized Representative <i>Insert signatory name and title here.</i>
Signature
Date:

**ATTACHMENT A
ENTITY'S INFORMATION FORM**

D/B/A, if applicable (including names of all subsidiaries and companies comprising part of this Entity:

Federal Tax Identification Number:

List all web address internet sites (Uniform Resource Locator–URL), Facebook, or Twitter accounts used or possessed by Entity:

Nature of Entity's Business Activities and Practices:

Detailed explanation of the intended use of Driver Records and Monitoring Services obtained from DPS (describe how the exemption qualifies for the purchase of Driver Records and Monitoring Services):

If Entity intends to release Driver Records to a Third Party Requestor, explain what safeguards or assurances are in place to meet the requirements of this Agreement and provide a copy of the written contract between Entity and the Third Party Requestor:

If Entity does not intend to release Driver Records to a Third Party Requestor, state so below:

ATTACHMENT B

Rules of Behavior for Individuals Accessing DPS Data

Purpose

This document delineates the responsibilities and expected behavior of all individuals that use and have access to data provided by the Department of Public Safety of the State of Texas (DPS). Additionally, this document fosters the comprehensive knowledge of and compliance with the DPS rules of behavior as a condition for continued data access and sets forth requirements for verification of understanding with the rules as documented. DPS data users will be held accountable for their actions and are responsible for securing the data and resources in accordance with the DPS rules of behavior. All persons requiring access to DPS data must read, understand, and formally acknowledge those rules of behavior by signing this agreement prior to being granted access to DPS data.

User Rules of Behavior

1. I understand that I am required to perform my official duties when given access to DPS data.
2. I must restrict disclosure of DPS data to only those with a business need and are authorized to receive the information.
3. I must not send or store DPS sensitive or confidential information to a personal e-mail account.
4. I must take every precaution to prevent unauthorized individuals from observing display output. (Use privacy screens, keep computer screens from facing windows or doors, etc.)
5. I must log off or lock my workstation or laptop computer, or I must use a password-protected screensaver, whenever I step away from my work area, even for a short time.
6. I must not transmit DPS sensitive or confidential information unencrypted outside the secure network.
7. I must securely store all removable media containing DPS data when not in use.
8. I will ensure DPS sensitive or confidential data stored on removable or portable media is AES 256 encrypted, and the media is marked with the appropriate data classification.
9. I will comply with the DPS password policy.
10. I will immediately report security violations and incidents involving DPS data to my supervisor and DPS Cyber Security.

Acknowledgement

I acknowledge that I have read and received a copy of the signed Data Sharing Agreement signed by DPS and Entity. I acknowledge that I have read and understand the Rules of Behavior and must comply with them.

Name of User (printed): _____

Supervisor's Name: _____

(User Signature)

(Date)

ATTACHMENT C

Data Sharing Agreement for Release of Driver Records

1.0 Data Sharing Statement

The requirement for data sharing between the Department of Public Safety of the State of Texas (DPS) and *Entity* exists for the sole purpose to deliver driver records under Texas Transportation Code Chapters 521 and 730.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity, and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/>), 1 Texas Administrative Code §202.1 *et seq.*, and DPS General Manual Chapters 25, *Cyber Security*, and 26, *Information Resource Policy*. The DPS General Manual Chapters are incorporated by reference.

2.2 Trusted Behavior Expectations/Rules of Behavior

Entity must protect DPS data in accordance with this DSA. Entity will provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

DPS developed these procedures under this DSA to ensure the protection of DPS data when it is being provided to outside entities. Entity must comply with the procedures of this DSA for all systems used to store, process, or transmit DPS data. DPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.4 Administrative Security

Entity must comply with the following administrative security procedures:

- a. Entity must use host systems that have an approved warning banner displaying a message of consent to monitoring and that unauthorized use is subject to criminal prosecution or criminal or civil penalties, prior to login.

- b. Entity must ensure that host systems that contain any DPS data are used for official purposes only.
- c. Entity must appropriately safeguard all DPS data and only release it to authorized individuals.
- d. Entity may not share DPS's data with an entity except in accordance with the terms of this Agreement.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Entity must maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing DPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Entity must comply with the following audit trail procedures:

- a. Entity information systems that process DPS data will produce an audit trail that records, for all users, the following at a minimum:
 - The identity of each person and device that accesses or attempts to access the system or application
 - Start-up and shutdown of the audit functions
 - Successful use of the user security attribute administration functions
 - All attempted uses of the user security attribute administration functions
 - Identification of which user security attributes have been modified
 - Successful and unsuccessful logons and logoffs
 - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
 - Changes in user authenticators
 - Blocking or blacklisting user IDs, terminals, or access ports
 - Denial of access for excessive logon attempts
 - System access by privileged users (privileged activities at the system, either physical or logical consoles) and other system-level access by privileged users). Users may not have administrative privileges to local systems unless the systems are standalone.
 - Starting and ending times for each access to the system.

- b. For analysis purposes, Entity must retain audit trails for at least one year or in accordance with Entity security policy, whichever is longer.
- c. All audit trails must be protected from actions such as unauthorized access, modification, and destruction that would negate their forensic value.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Entity must comply with the following logical access controls:

- a. The identity of the user must be established before access to DPS data is granted.
- b. Users will have access only to data to which they are entitled (the principle of least privilege will be enforced).
- c. Entity information systems processing DPS data will automatically disconnect or otherwise deny access to a user after three failed logon attempts.
- d. Entity information systems processing DPS data will initiate a session lock or termination after a maximum of 30 minutes of inactivity and require the user to reauthenticate to regain access.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Entity must comply with the following password management for access to DPS information:

- a. Password management must meet the requirements of DPS security policy at minimum; however, Entity is authorized to implement password requirements that exceed DPS security policy. To comply with DPS security policy, passwords must:
 - (1) Be a minimum length of 8 characters;
 - (2) Contain a mix of upper and lower case characters, numeric characters, and special characters;
 - (3) Not be a dictionary word or proper name;
 - (4) Not be the same as, or contain, the User ID;
 - (5) Expire within a maximum of 90 calendar days;
 - (6) Not be identical to the previous 10 passwords;
 - (7) Never be displayed in clear text on the screen; and never be written down and stored physically.
- b. Passwords considered re-usable must be encrypted during transmission.
- c. Passwords must be stored in an encrypted form in a protected password file to ensure confidentiality.

- d. If the security of a password is in doubt, the password must be changed immediately.

2.9 Software Security

Entity must use anti-virus protection software. Entity must manage the anti-virus protection software to include upgrades, updates, modifications, corrections, patches, plugins, etc., that may be required to keep the software current and effective.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Entity must comply with the following telecommunication security requirements:

- a. All data must be protected during transmission in compliance with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*
- b. All passwords must be protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*

2.11 Media Security

Entity must apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive or confidential data: media containing sensitive or confidential data must be labeled with the appropriate data classification (e.g., Sensitive, Confidential). Prior to release or disposal, electronic media containing sensitive or confidential data must be completely erased or destroyed using DPS authorized methods, which align with CJS Security Policy section 5.8.3.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of DPS information. Entity must comply with the following incident response policy:

- a. In the event of a confirmed security incident, *Entity* must notify the DPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any DPS data.
- b. If a security incident is suspected, but not yet confirmed, Entity must notify the DPS Chief Information Security Officer (CISO) in writing within 24 hours of discovering the potential incident or being notified of a potential incident that involves any DPS data.
- c. In the event of a security incident where Entity has detected or confirmed an intrusion,

the DPS CISO, or the CISO's designated agent, will have authority to suspend the transmission of any DPS data to *Entity* until it has proven recovery to a secure state that can ensure the confidentiality of DPS data. In addition, Entity must also promptly provide DPS with a copy of any incident reports involving DPS data.

2.13 Training and Awareness

Entity must ensure that all Entity end users receive initial and annual DIR-certified security awareness training. In addition, Entity must ensure all users (persons and entities) sign the Rules of Behavior Agreement, Attachment B, prior to those users having access to any DPS data.

3.0 Roles and Responsibilities

3.1 Entity Responsibilities

Entity must:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Provide proof of compliance with security documents when requested to do so by DPS.
- c. Ensure appropriate protection of all security documents.
- d. Maintain copies of signed Rules of Behavior for every authorized user.
- e. Have complete responsibility for all cyber security controls.
- f. Have complete responsibility for encryption of all system components in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
- g. Maintain all logical access controls and password management.
- h. Maintain all system software, anti-virus protection, encryption, and operating systems, to include all upgrades, updates, patches, plugins, etc.
- i. Only grant users access to data they need to perform their official functions.
- j. Not share DPS's data outside Entity unless otherwise authorized under this Agreement.
- k. Ensure that it, and any entity that it shares DPS's data with, complies with the requirements in this data agreement if Entity shares or sells DPS' data.
- l. Report any security breaches involving Entity (or shared entity or users) to the DPS CISO.
- m. Implement the necessary procedures to ensure that Entity is secure from any unauthorized use.
- n. Ensure that any individual requesting access to DPS data is authorized to receive it. Unauthorized request or receipt of data could result in criminal proceedings brought against the Entity and the individuals or entities involved.
- o. Ensure all users complete the required security awareness training prior to access, and annually thereafter.
- p. Disseminate user manuals and other related publications as required.
- q. Conduct investigations relating to possible fraud, waste, and abuse.

3.2 DPS Responsibilities

DPS will:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Ensure appropriate protection of all security documents.
- c. Maintain communication with *Entity* to ensure operational needs are being met.
- d. Manage security incident assessment and response.

ATTACHMENT D

Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050

Texas Transportation Code § 730.014 imposes additional requirements for Entities who purchase Driver Records in the bulk format under Texas Transportation Code § 521.050. These include the posting of a performance bond and providing proof of general liability and cyber-threat insurance coverage. The bond and insurance requirements do not apply to a governmental entity.

1.0 Bond for Bulk Record Purchase (not applicable to governmental entities)

A performance bond in the amount of \$1,000,000 will be required before Entity can receive Driver Records in the bulk format under Texas Transportation Code § 521.050. Said bond will be solely for the protection of the State of Texas.

2.0 Insurance (not applicable to governmental entities)

Entity must provide proof of at least \$3,000,000 in general liability and cyber-threat insurance coverage, but notwithstanding that minimum, the coverage must be reasonably related to the risks associated with unauthorized access and use of the Driver Records.

Entity must provide proof of and maintain for the term of the Agreement no less than the minimum insurance coverage specified. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS does not accept "self-insurance" coverage.

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

Entity must:

- A. provide all required written documentation under this section to DPS.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all the risks associated with unauthorized access and use of the Driver Records. There must be sufficient coverage to cover any losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Entity under or as a result of this Agreement. This includes response required under Tex. Bus. & Com. Code Chapter 521.
- C. ensure that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Entity's obligations under the Agreement.
- F. obtain and maintain insurance policies that provide coverage for Entity's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Agreement.

3.0 Notice of Breach

If Entity experiences a breach of system security as defined by Texas Business & Commerce Code § 521.053 that includes data obtained under Texas Transportation Code § 730.007, Entity must notify DPS of the breach not later than 24 hours after the discovery of the breach.

4.0 Annual Report to DPS of Resell and Re-disclosure

Entity must annually provide to DPS a report of all third parties to which the personal information was sold or disclosed under this section and the purpose of the resell or re-disclosure.

5.0 Prohibition on Resell or Re-disclosure for Marketing Vehicle Warranties

Entity may not resell or re-disclose Driver Records for the purpose of marketing extended vehicle warranties.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: February 29, 2024

MEETING DATE: March 4, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Agreement between the City of Pharr and Mariela Ruiz, CPA, PLLC for financial services. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr wishes to enter into a non-exclusive ancillary business services agreement with Mariela Ruiz, CPA, PLLC for financial services as listed in Exhibit A.

Fiscal Consideration: \$15,000 flat-fee. The fee will include an annual maximum of 900 hours. Any additional hours will be billed at a \$250 hourly rate.

Staff Recommendation: Staff recommends 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 - 2/29/2024
Approved - 2/29/2024
Approved - 2/29/2024
Final Approval - 3/1/2024



NON-EXCLUSIVE ANCILLARY BUSINESS SERVICES AGREEMENT

This Agreement is dated February 27, 2024, and is between the **City of Pharr** (Company and hereinafter referred to as Client(s)), and **Mariela Ruiz, CPA, PLLC** (Provider) to represent the Client(s) as non-exclusive ancillary business services providers. The Parties agree as follows:

Services

Services will include, but may not be limited to the items listed in Exhibit "A".

Fee/Expenses

Client will pay Provider a flat-fee of **\$15,000** to be paid pursuant to the following schedule/terms:

Monthly on the 1st of the Month and continuing until December 31, 2025 to begin April 1, 2024. Fee will include an annual maximum of 900 hours. Any additional hours will be billed at \$250 hourly rate.

In addition to the fee, as described above, Provider will be entitled to be reimbursed for our actual out-of-pocket expenses which we call "hard-costs." This represents actual expenses paid by Provider on Clients' behalf (e.g., travel, filing fees, software fees, etc.). Provider does not seek reimbursement or charge for internal expenses or general overhead (e.g., paper, faxes, minimal in-house copies).

Representation Outside the Scope of this Agreement

This Agreement does not apply to any other or subsequent matters not described in Exhibit A. If unanticipated needs arise that are not covered by this Agreement then we may agree to perform such work at a separate, mutually agreed upon fee.

Conflicts

This is a non-exclusive agreement and Provider will continue the active and general practice of the offered services. Provider represents and provides the described services to many other companies and individuals. It is possible that during the time we are representing and/or providing services to Client(s), some of our present or future Client(s) will have disputes, transactions or may be in direct or indirect competition with Client(s) and/or their affiliates. We will not disclose to other Client(s) any confidential information received during the course of our representation of Client(s).

Withdrawal/Termination

Provider reserves the right to withdraw from representation and provision of services at any time and for any reason, subject to applicable rules of professional or ethical conduct. Reasons from withdrawing may include, but are not limited to, nonpayment of agreed fees, failure to cooperate or follow advice on a material matter, or Provider becomes aware of any fact or circumstance that would, in our view, render our continuing representation and provision of services unfeasible, unlawful or unethical.

Client may terminate this agreement at any time and for any reason but must agree to compensate Provider for the term of the agreement. If Client(s) request, Provider will return original papers and property to Client(s) promptly consistent with our need to ensure payment of any outstanding bills for services up to the point of termination. Provider may retain copies of the documents and will keep any propriety work-product, pertaining to the representation of and provision of services to Client(s). For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials after termination of the engagement.

Independent Contractor

Provider is acting as an independent contractor in the performance of these services, and nothing in this agreement shall be deemed to create an employment relationship between Client and Provider pursuant to applicable U.S. Tax Codes and Regulations. Provider shall in no event be entitled to participate in, or

to receive any benefits from, any of Client's benefit plans. Further, Provider shall be responsible for payment of all Federal, state and local income taxes, social security taxes, and all other assessments, taxes, contributions or sums payable with respect to the fee described above.

Electronic Communications

We primarily communicate with our clients using fax machines, mobile phones, encrypted web-services, and email. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of privilege or confidentiality in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let us know immediately and we will attempt to honor that request.

Disclaimer

The services provided are intended solely for the information and use of Client(s) and is not intended to be and should not be used by anyone other than Client(s). The objective is to assist Client(s) without undertaking to obtain or provide any assurance that there are no material modifications that should be made to financial statements or reports. The Client(s) are ultimately responsible for the preparation and fair presentation of financial information, statements, and reports to any governing boards or governmental agencies and is responsible for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information, statements and reports. The services provided may influence the Client(s) conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the services are not designed for those who are not informed about such matters.

Entire Agreement

This Agreement contains the entire Agreement between the Client(s) and Provider. No change, addition or amendment shall be made, except by written agreement signed by the Client(s) and Provider.

THIS AGREEMENT IS ENTERED INTO ON THE DATE WRITTEN IN THE INTRODUCTORY PARAGRAPH.

APPROVED AND ACCEPTED BY CLIENT(s):

X _____
(Print Name) _____ Title: _____ Date: _____

APPROVED AND ACCEPTED BY PROVIDER:

X _____
(Print Name) Mariela Ruiz Title: CPA Date: _____

Exhibit “A”

Non-Exclusive Ancillary Business Services

CHECK AGREED SERVICES:

- ☐ **Virtual CFO & Controller Services:** The CFO advisory services are a hybrid between CFO and Controller advisory services, to assist you in standard compliance & business strategic planning.
- Oversee your accounting systems to ensure proper bookkeeping and reporting
 - Monitor the financial health and well-being of the business
 - Budgets and forecasts to help measure business performance
 - Help managing and forecasting cash flow assumptions and needs
 - Guidance in strategic planning relating to growth and expansion
 - Financial insight and guidance on all company decisions and issues
 - Quarterly financial presentations to management and semi-annual financial presentations to relevant individuals responsible for overseeing and making decisions for the organization
- ☐ **Financial & Business Consulting:** Our multidisciplinary approach allows us to evaluate businesses and their challenges holistically, and to work collaboratively with clients to create tailored long-term solutions. Our goal is to help our clients drive profitable and sustainable growth and achieve their performance objectives through consulting efforts related to detail analysis of the following:
- Bookkeeping / General Ledger Review
 - 940/941/944/C3 Review
 - W-2 and 1099 Analysis
 - Financial Statement Review & Analysis
 - Profit Margin Enhancement Opportunities
 - Budgeting
 - Company Staff Training/Education
 - Strategic Planning – Monthly/Quarterly/Annually
 - Financial Forecasts/Projections

☐ **ADDITIONAL SERVICES/FEES:**
