

**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, JULY 1, 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 July 1, 2024 as Raul Saldaña 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) Submission of Sales Tax Collection Report for June 2024.
- C) Clinical Excellence Commendation to EMS Staff
- D) City Events of Interest

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

A) Approval of Minutes for June 17, 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-2017-07 relating to the provision of wrecker services **(3rd and Final Reading)**. **This item supports SSC - Safe and Secure Community.** (POLICE)

C) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Self-Funded Employee Health Insurance Benefit Plans and Third Party Administrative Services, Pharmacy Benefit Management, and Individual & Aggregate Stop Loss Insurance. **This item supports QL - Quality of Life.** (HR)

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

1. Halff Associates, Inc., representing K.V. Chowdary, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being a 73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1800 Block of West Hi-Line Road. COZ#240519 **This item supports EV - Economic Vitality.**

2. Halff Associates, Inc., representing Capote Farms, LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to Heavy Industrial District (H-I). The property is legally described as being 20.71 acres, more or less, out of Lots 3 & 4, Block 1, Re-subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1300 Block of East Capote Central Avenue. COZ#240518 **This item supports EV - Economic Vitality.**

3. Raul Fong, d/b/a Junction Cafe, 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 and the South 7 ft. of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. CUP#911291 **This item supports EV - Economic Vitality.**

4. Las Margaritas Restaurant Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 106 North Cage Boulevard. CUP#210740 **This item supports EV - Economic Vitality.**

5. Balli Investments and Holdings LLC., d/b/a Calacas Tacos and Beer, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.062 acres, more or less, out of Lot 1, Junction View Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2101 North Cage Boulevard, Suites 110 and 111. CUP#220845 **This item supports EV - Economic Vitality.**

6. Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, 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 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83. CUP#100103 **This item supports EV - Economic Vitality.**

7. Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. CUP#100623 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-30 relating to City Attorney. **(Adoption on One Reading) This item supports SG - Sound Governance and Fiscal Sustainability. (ADMINISTRATION)**

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-47 for budget amendment to the Fiscal Year 2023-2024 budget. **(Adoption on One Reading) This item supports SG - Sound Governance and Fiscal Sustainability. (FINANCE)**

8. ADMINISTRATIVE:

A) Consideration and action, if any, to Amend the Employee's Mission Square 457(b) Deferred Compensation Retirement Plan to permit loans. **This item supports QL - Quality of Life. (HR)**

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into fee negotiations and scope of services with SAM-CS from Austin, Texas to conduct Inspection, Testing and Construction Management Services (CEI) for the I-Rd Project. **(TABLED) This item supports IF - Infrastructure. (PURCHASING)**

B) Consideration and action, if any, authorizing City Manager to award a construction contract for the "I" Road Project to IOC Company, LLC. from Mission, TX in the amount of \$20,969,361.63. **(TABLED)** This item supports IF - Infrastructure. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Quantum Consultants from El Paso, Texas to develop the Comprehensive Plan Update for the City of Pharr. This item supports QL - Quality of Life. (PURCHASING)

D) Consideration and action, if any, on acceptance of S. Cage Blvd. & Hi Line Rd. 16-inch Waterline Improvements Project, and release of final payment and retainage in the amount of \$44,660.00 to Southern Trenchless. This item supports IF - Infrastructure. (ENGINEERING)

E) Consideration and action, if any, on Collective Bargaining Labor Agreement between Pharr Police Officers Association and the City of Pharr for FY 2024-2025 through FY 2026-2027. This item supports SG - Sound Governance and Fiscal Sustainability. (ADMINISTRATION)

F) Consideration and action, if any, on Collective Bargaining Labor Agreement between Pharr Professional Firefighter's Association and the City of Pharr for FY 2024-2025 through FY 2027-2028. This item supports SG - Sound Governance and Fiscal Sustainability. (ADMINISTRATION)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1007 or FAX 956-475-3442 or E-mail cityclerksoffice@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 28th day of June 2024 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 28th day of June 2024



IMELDA PEREZ, TRMC
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, Jose Raul Saldaña was born on February 23, 1953 in the City of San Juan, Texas, son of Ana Maria Sanchez and Filiberto Saldaña; and

WHEREAS, Mr. Saldaña has 6 siblings: Gabino, Refugio, Consuelo, Angelica and Pablo; and

WHEREAS, Mr. Saldaña resides in the City of San Juan, Texas, with his wife Irma Saldaña. They have been married for 50 years, and have 2 children, Jayme L. Saldaña and Yolanda Saldaña. In addition, Mr. Saldaña has 4 grandchildren, Ramiro Cantu, Grace Treviño, Irene Treviño and Emma Treviño; and

WHEREAS, Mr. Saldaña has worked for the City of Pharr for the past 50 years and he is currently the most tenured active city employee. Mr. Saldana began working for the City of Pharr in 1974, at 21 years old. He started as a meter reader / service man, until 2009. He retired as a full-time employee and returned as a part time employee, and

WHEREAS, Mr. Saldaña currently holds the title of backflow inspector and has completed a total of 50 years of service with the City of Pharr Public Utilities Department.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the day of July 1st, 2024, as:

“Raul Saldaña Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 1st day of July 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 26, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 6/26/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 27, 2024

MEETING DATE: July 1, 2024

FROM: Maria Rangel, Engineer in Training

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:

Maria Rangel
Ruben Alfaro
City Management Office

Created/Initiated - 6/27/2024
Approved - 6/27/2024
Final Approval - 6/27/2024



Report on Capital Improvement Project Activity Construction – July 2024

City Engineer – Ruben Alfaro, PE
Monday, July 7, 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: **1329 days** (Sub. Compl. 4/23/24)

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: The project is complete. Partial closeout documents were submitted by Prime Contractor, but they were sent back with comments.

Next Step: Finalize closeout documents and accept the project at City Commission meeting on 07/15/2024. Transfer the project to GSA/CBP.



10-23-2023



09-13-2023

Bridge Northbound Lane Expansion and
2nd BSIF Exit

CONSTRUCTION



Pharr
Engineering



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: 337 days (71%) (45 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: \$1,590,038.65 (65%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area.

Status: Contractor has completed all concrete sidewalks and ADA ramps along the south side of W. Sioux Rd. for Daniel Ramirez Elementary.

Next Step: Contractor working on preparation of right-of-way and pouring concrete sidewalk along the north side of W. Sioux Rd. east of the Pharr Natatorium. Will complete this section by the end of July / beginning of August. This is the final location in Pharr.



06-25-2024



06-25-2024

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 days (original)

Time to Date: 654 days (Sub. Compl. 04/21/2023,
excluding generator 04/05/2023)

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. Generator installed, waiting for warranty documentation to closeout project.

Next Step: Compiling all closeout documents to take to CC for final acceptance on 07/15/2024.



Lift Station No. 30 Rehabilitation

CONSTRUCTION



Pharr
Engineering





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: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 26, 2024

MEETING DATE: July 1, 2024

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

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for June 2024.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 2.45% YTD TRUE GROWTH compared to last YTD June 2023 and 10.23% INCREASE compared to last June 2023 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
City Management Office

Created/Initiated - 6/26/2024
Final Approval - 6/26/2024



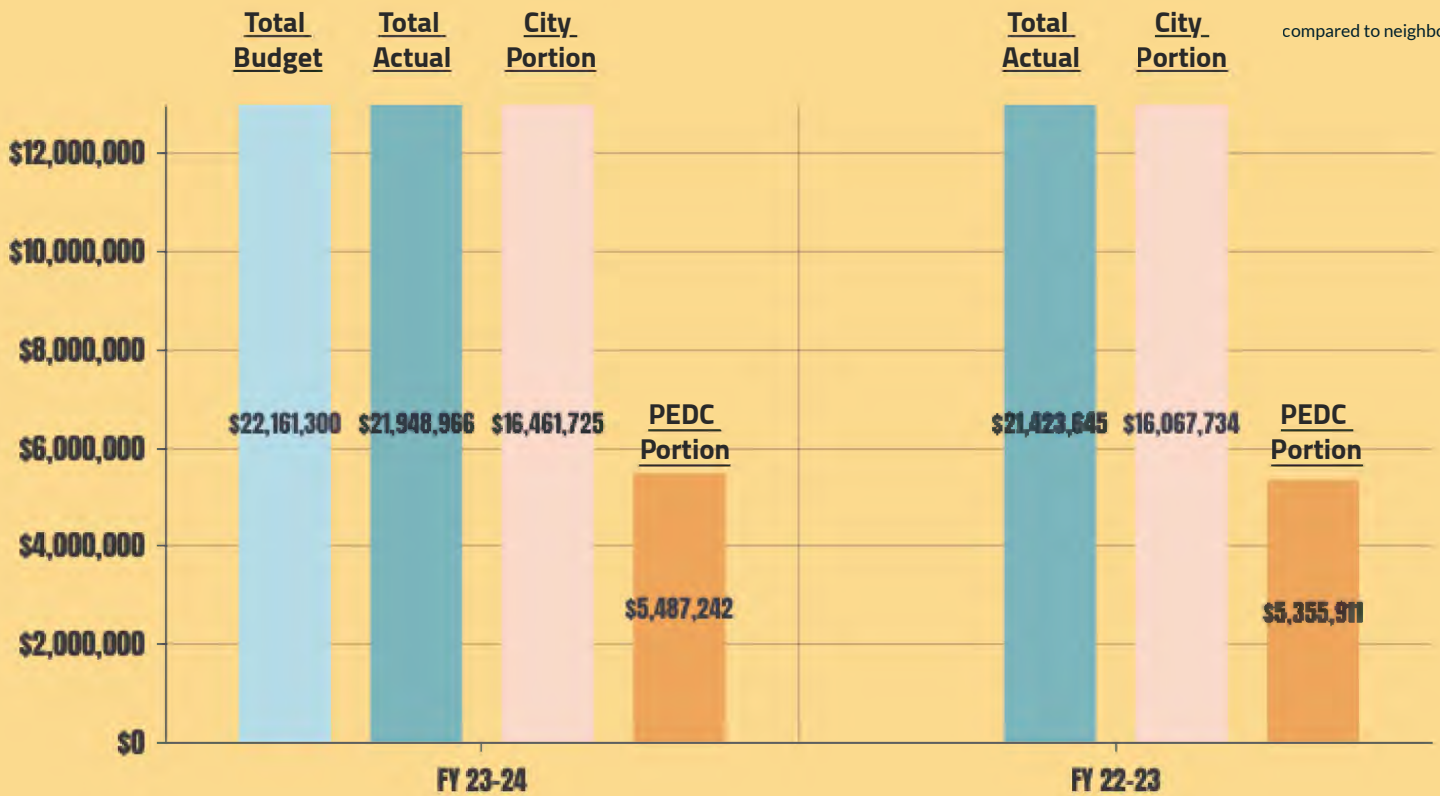
CITY OF PHARR SALES TAXES

as of June 2024
FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



2.11% YTD

Increase in Sales Tax from
Last Year*



10.23%

Compared to June 2023
Cash Basis.



-0.96%

Below Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 2.45%

CREATED BY
Jamison Merrick





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: June 27, 2024

MEETING DATE: July 1, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Clinical Excellence Commendation to EMS Staff

Classification: Regular

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

Issue: EMS would like to recognize staff on the delivery of a baby in the back of the ambulance.

Fiscal Consideration: No fiscal consideration.

Staff Recommendation: Staff recommends approval.

Alternatives: none

Exclude Material from Public Packet? No

Reason: Not excluded.

ROUTING:

Daniel Ramirez
Daniel Ramirez
City Management Office

Created/Initiated - 6/27/2024
Approved - 6/27/2024
Final Approval - 6/27/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: June 28, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 6/28/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 24, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for June 17, 2024 - Regular Called Meeting. This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Consent

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

Issue: Approval of Minutes for June 17, 2024 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Approval of minutes.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 6/24/2024
Final Approval - 6/24/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 17, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 17, 2024 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Roberto Carrillo

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Imelda Perez, City Clerk
Ruben Alfaro, City Engineer
Jamison Merrick, Interim Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Danny Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety 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.

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

MINUTES: REGULAR CALLED MEETING
June 17, 2024

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

A) RECOGNITION OF TEXAS MUNICIPAL LEAGUE (TML) LEADERSHIP ACADEMY GRADUATES.

Jonathan Flores, City Manager, recognized Veronica Ramirez, HR Director; Juan Gonzalez, Chief of Police; Luis Marin, Public Works Director; Ruben Rosales, Public Utilities Director; Sergio Alanis, Parks and Recreation Director; and Adolfo Garcia, Library Director for completing the Texas Municipal League Leadership Academy that was held in Round Rock, Texas.

Directors thanked the Commission and City Management for the opportunity to attend leadership training and shared their learning experiences.

B) RECOGNITION OF CERTIFIED PUBLIC MANAGER (CPM) CLASS GRADUATES.

Jonathan Flores, City Manager, recognized Melanie Cano, Office of Strategic Excellence Director; Adolfo Garcia, Library Director; and Kenneth Ennis, Public Safety Communications Director for their great accomplishment in completing the Certified Public Manager course.

Directors thanked the Commission and City Management for the great opportunity in attending certification course and each expressed the challenges and networking opportunities that course entailed.

C) CITY EVENTS OF INTEREST

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

MINUTES: REGULAR CALLED MEETING

June 17, 2024

Yuri Gonzalez, Chief Communications Officer, presented video recaps of the EDC, RGV College and Workforce Solution Event, Night Under the Stars – Children's Edition Event, and presented promotional videos for both the Pharr Aquatics Center Opening and upcoming Independence Day Festival.

Yuri Gonzalez, Chief Communications Officer, also reported on the upcoming Empowerment & Development Workshop being hosted by our Greater Pharr Chamber of Commerce. She stated the topic for workshop would be Effective Time Management and workshop would be taking place on Wednesday, June 19, 2024 at Pharr One located at 1121 E. Nolana Loop from 11:30 a.m. to 1:00 p.m. She extended an invitation to anyone interested in attending to register for this free workshop.

Yuri Gonzalez, Chief Communications Officer, also reported on Skate Jam event taking place on Saturday, June 22, 2024 at Victor Garcia Municipal Park located at 205 W. Polk Ave from 6:00 p.m. to 10:00 p.m. She stated this was a freestyle competition. She further extended an invitation to the public to attend this free event and encouraged anyone interested in participating to register.

Yuri Gonzalez, Chief Communications Officer, also reported on Pharr Police Department Operation Chill event taking place on Wednesday, June 26, 2024 at Stripes Store located at 7401 S. Jackson Rd. from 2:00 p.m. to 5:00 p.m. She stated this was an initiative for our Police Department to engage with the community and treat everyone to a free slurpee. She further extended the invitation to the public to attend.

Yuri Gonzalez, Chief Communications Officer, also reported on Movies at the Park event taking place on Saturday, June 29, 2024 at Allen William Arnold City/School Park located at 615 W. Eldora Road. She stated they would be showcasing the movie Space Jam and mentioned they would have free popcorn. She further extended the invitation to all families to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, also reported on the upcoming Independence Day Festival taking place on Thursday, July 4, 2024 at Allen William Arnold City/School Park located at 615 W. Eldora Road from 7:00 p.m. to 11:00 p.m. She stated there would be food, a petting zoo, live music and fireworks show. She further extended the invitation to the public to attend.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JUNE 3, 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-2017-07 RELATING TO THE PROVISION OF WRECKER SERVICES (2ND READING). THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)**

MINUTES: REGULAR CALLED MEETING

June 17, 2024

- C) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH MACGREGOR ENTERTAINMENT FOR CARNIVAL ATTRACTIONS FOR THE CITY OF PHARR AVOCADO FESTIVAL ON OCTOBER 12, 2024. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH HIDALGO COUNTY AND THE CITY OF PHARR FOR LIBRARY SERVICES FOR THE COUNTY CALENDAR YEAR 2024. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (LIBRARY)**
- E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. QUINTA REAL EVENTS, 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 LOTS 1 AND 2, SAVE AND EXCEPT THE SOUTH 32 FT. OUT OF LOT 2, SING'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2620 SOUTH GARDENIA STREET. CUP#201042. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. M&S GROUP, INC., D/B/A WING DADDY'S SAUCE HOUSE, 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 ALL OF LOTS 4A & 5A, PARADISE COMMERCIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 601 SOUTH JACKSON ROAD. CUP#200318 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. WINNERS WINGS, LLC., REPRESENTING, I WINGS, OWNER, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.022 ACRES, MORE OR LESS, OUT OF LOTS C1 & C2, ALIANZA PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 100 EAST DELTA STREET, SUITE 1. CUP#240510 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 4. RUBEN LERMA, REPRESENTING CENTRO FAMILIAR CRISTIANO IGLESIA DEL PUEBLO, REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, CLOW SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 101 NORTH PALM DRIVE. CUP#240520 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 5. LOVE'S TRAVEL STOPS & COUNTRY STORES, REPRESENTING PHARR BRIDGE INVESTMENT COMPANY, L.P., OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 20.371 ACRES, MORE OR LESS, OUT OF LOTS 5 AND 6, BLOCK 13, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1700 WEST MILITARY HIGHWAY. COZ#240517 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

MINUTES: REGULAR CALLED MEETING

June 17, 2024

6. RICH HERITAGE CONSTRUCTION LLC., REPRESENTING MARIA C. RIVAS, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 13.53 ACRES, MORE OR LESS, OF LAND BEING A PORTION OF LOT 120, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1400 BLOCK OF WEST ELDORA ROAD. COZ#240516 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

F) PLATS:

1. BOWMAN, REPRESENTING SHARON A. HAYDON, CAGED RETAIL PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED STRIPES PHARR SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 6.137 ACRES OUT OF LOT 253, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3300 BLOCK OF SOUTH CAGE BOULEVARD. SUB#231132 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
2. R. GUTIERREZ ENGINEERING CORPORATION, REPRESENTING GABRIELA A. CAVAZOS DE SALAZAR, MANAGER FOR TEXAS QUALITY CONSTRUCTION, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED ANGEL S.C. SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.54 ACRE TRACT OF LAND, BEING A PORTION OF THE NORTH HALF (1/2) OF LOT 1, BLOCK 1, AND A PORTION OF LOT 2, BLOCK 1, THE VAN WILLIAMS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 200 BLOCK OF WEST SAM HOUSTON AVENUE. SUB#220932 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
3. RUDS ENGINEERING & CONSTRUCTION SERVICES, LLC., REPRESENTING MARTIN GABRIEL GAMBOA AND GLORIA GAMBOA SANTOS, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED SANTOS BUSINESS CENTER SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.136 ACRE GROSS TRACT OF LAND OUT OF LOT 168, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1400 BLOCK OF NORTH SUGAR ROAD. SUB#220829 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
4. R. E. GARCIA & ASSOCIATES, REPRESENTING ROSANA RIOJAS, PRESIDENT FOR RICH HERITAGE CONSTRUCTION, INC., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED HERITAGE MANOR NO. 4 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.28 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 121, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT 1506 WEST HERITAGE DRIVE. SUB#221138 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

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

Comm. Caballero **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Pacheco abstained from voting on Items 5-E.4 and 5-E.6.

Ordinance No's. O-2024-20 and O-2024-21 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING/REAPPOINTING AN ALTERNATE MUNICIPAL JUDGE (ADOPTION ON ONE READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and recommended reappointment of Rodolfo Martinez as Alternate Municipal Judge.

Comm. Chavez **moved** to reappoint Rodolfo Martinez as Alternate Municipal Judge. Comm. Flores seconded the motion and when put to a vote, it carried unanimously

Ordinance No. O-2024-22 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUSPENDING THE JULY 12, 2024 EFFECTIVE DATE OF PROPOSAL BY TEXAS GAS SERVICE COMPANY FOR INTERIM RATE ADJUSTMENT FOR CITIES WITHIN ITS RIO GRANDE VALLEY SERVICE AREA. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

Comm. Pacheco **moved** to approve. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-38 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CLOSE STATE ROADWAYS FOR PUBLIC EVENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-39 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING TASER X2'S AS SURPLUS PROPERTY TO BE DONATED OR SOLD TO A

LAW ENFORCEMENT AGENCY. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-40 is filed with the City Clerk's Office.

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

ITEM 9. CLOSED SESSION

The time being 4:29 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to 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 5:25 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO FEE NEGOTIATIONS AND SCOPE OF SERVICES WITH SAM-CS FROM AUSTIN, TEXAS TO CONDUCT INSPECTION, TESTING AND CONSTRUCTION MANAGEMENT SERVICES (CEI) FOR THE I-RD PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE "I" ROAD PROJECT TO IOC COMPANY, LLC. FROM MISSION, TX IN THE AMOUNT OF \$20,969,361.63. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING

June 17, 2024

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

- C) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF LIFT STATION 30 REHABILITATION PROJECT AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$196,547.92. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH PAN AMERICAN AUTO, LLC. FROM PHARR, TEXAS FOR FLEET MAINTENANCE AND REPAIR SERVICES FOR THE CITY OF PHARR. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE PHARR-REYNOSA INTERNATIONAL BRIDGE EXPANSION PROJECT TO IOC COMPANY, LLC, FROM MISSION TX, IN THE AMOUNT OF \$47,601,706.75. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 8. LEGAL

- A) ATTORNEY CONSULTATION PURSUANT TO SECTION 551.071, TEXAS GOV'T CODE REGARDING PENDING LAWSUIT STYLED AND NUMBERED BTI, INC. V CITY OF PHARR, CAUSE NO. C-1910-23-L (464TH JUDICIAL DISTRICT COURT HIDALGO COUNTY, TEXAS), AND RELATED LEGAL ISSUES. (ADMINISTRATION)**

No action. Attorney consultation only.

MINUTES: REGULAR CALLED MEETING
June 17, 2024

- B) ATTORNEY CONSULTATION PURSUANT TO SECTION 551.071, TEXAS GOV'T CODE REGARDING PENDING LAWSUIT STYLED AND NUMBERED ANDY HARVEY V CITY OF PHARR, CAUSE NO. C-2287-23-F (332ND JUDICIAL DISTRICT COURT HIDALGO COUNTY, TEXAS), AND RELATED LEGAL ISSUES. (ADMINISTRATION)**

No action. Attorney consultation only.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Caballero **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:26 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 17th DAY OF JUNE 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: June 28, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-07 relating to the provision of wrecker services *(3rd and Final Reading)*.
This item supports SSC - Safe and Secure Community.

Classification: Consent

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

Issue: The fee structure for wrecker services needs to be updated. These rates need to be adjusted to better reflect current costs. See attached ordinance.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 6/28/2024

Juan Gonzalez

Approved - 6/28/2024

Ricardo Rodriguez

Approved - 6/28/2024

Jamison Merrick

Approved - 6/28/2024

City Management Office

Final Approval - 6/28/2024

ORDINANCE NO. O-2024-__

AN ORDINANCE AMENDING ORDINANCE NO's. O-2017-07 AND O-2009-32, AND ARTICLE III OF THE CODE OF ORDINANCES RELATING TO PROVISION OF WRECKER SERVICES IN THE CITY OF PHARR; REQUIRING REGISTRATION AND APPLICATION FOR NONCONSENT TOW PERMIT; DEFINING AND AMENDING CERTAIN TERMS; SPECIFYING REQUIREMENTS FOR CERTAIN WRECKERS TO RECEIVE A SAFETY AND INSURANCE COMPLIANCE CERTIFICATE; ESTABLISHING PERIOD OF CERTIFICATE; SETTING MAXIMUM FEES AND RATES AND EXEMPTIONS; ADDING FEES FOR DISCONNECTING TRANSMISSION AND DROP FEE; EXCLUDING CITY OWNED VEHICLES FROM ORDINANCE AS STATED; SETTING FORTH PROCEDURE FOR REVOCATION OR SUSPENSION OF CERTIFICATE AND REMOVAL FROM ROTATION LIST; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER MATTERS RELATED TO THE SUBJECT HEREOF

SECTION 1. PURPOSE OF ORDINANCE; APPLICABILITY

To establish procedures for wrecker and other related services located within the City of Pharr; requirement of proof and compliance with safety, insurance, and occupational requirements; to establish voluntary wrecker rotation listings within the City of Pharr in furtherance of the expediency of health and safety and City business; and designate maximum rates for wrecker and related services. This ordinance shall apply to all persons engaged in commerce that operate a wrecker company, wrecker business or provide wrecker services within the municipal boundaries of the City of Pharr.

SECTION 2. DEFINITIONS

For the purpose of this ordinance, the following terms shall have the definitions indicated:

- (a) *Consent tow.* Any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a traffic incident that involves the vehicle.
- (b) *Disabled vehicle.* A vehicle that is considered to be unsafe to be driven as a result of some occurrence other than a wreck, including but not limited to mechanical failure, breakdown, fire, vandalism, or a vehicle that is in a safe driving condition, but the owner is not present, able, or permitted to drive, so as to reasonably require that the vehicle be removed by a wrecker.
- (c) *Drop Fee.* The price to be charged in lieu of a towing fee where, after wrecker or tow truck has been dispatched to, or is at the scene of a tow, and has physically attached or connected the vehicle to the wrecker or tow truck, and the vehicle has not been towed from the property when the vehicle owner requests its release. A wrecker company or business shall release the vehicle at the scene for a fee not to exceed the drop fee as indicated in the provision designating the maximum rates.

- (d) *Incident Management Tow.* Any tow of any vehicle in which the tow truck is summoned because of a traffic collision or to an incident or any tow initiated by law enforcement.
- (e) *Motor Vehicle.* Every vehicle is self-propelled.
- (f) *Nonconsent tow.* Any tow of a motor vehicle that is not a consent tow.
- (g) *Operator.* Any person operating a motor vehicle.
- (h) *Owner.* Any person who holds the legal title of a motor vehicle and has the legal right of possession of such vehicle.
- (i) *Parking Facility.* Public or private property used, in whole or in part, for restricted or paid vehicle parking. The term includes:
 - (1) a restricted space on a portion of an otherwise unrestricted parking facility; and
 - (2) a commercial parking lot, a parking garage, and a parking area serving or adjacent to a business, church, school, home, apartment complex, property governed by a property's owner's association, or government- owned property leased to a private person, including:
 - (i) a portion of the right of way of a public roadway that is leased by a governmental entity to the parking facility owner; and
 - (ii) the area between the facilities property line abutting a county or municipal public roadway and the center line of the roadway's drainage way or the curb of the roadway, whichever is farther from the facility's property line.
- (j) *Parking Facility Owner.* A person, business, corporation, or other entity that includes but is not limited to:
 - (1) an owner or operator of a parking facility, including a lessee, employee, or agent of an owner or operator; and
 - (2) a property owner's association having control under a dedicatory instrument over assigned or unassigned parking areas; or
 - (3) a property owner having an exclusive right under a dedicatory instrument to use a parking space.
- (k) *Private Property Tow.* Any tow of a vehicle authorized by the owner of a parking facility, (for example, an apartment, building parking, restaurant, paid parking lot) without the consent of the owner or operator of the vehicle.

- (l) *Response Time*: The wrecker company must be able to immediately advise the City of the availability of a wrecker. The wrecker permit holder must have two-way voice communications between the wreckers and the wrecker service office.
- (m) *Street*: Any street, alley, avenue, lane, or highway within the corporate limits of the City of Pharr, Texas.
- (n) *Twenty four hour wrecker service*: means in order to be categorized as a 24 hour wrecker service the permit holder must have two telephone lines listed with the City, one of which is answered 24 hours a day, seven days a week.
- (o) *Unauthorized Vehicle*: A vehicle parked, stored, or located on a parking facility without the consent of the parking facility owner.
- (p) *Vehicle*: Every device in, on, or by which any person or property is or may be transported on public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved only by human power or used exclusively upon stationary rails or tracks.
- (q) *Vehicle storage facility*: means a facility operated by a person or entity licensed under Chapter 2303, Occupations Code as well as 16 Administrative Code, Chapters 85, 86, as may be amended from time to time.
- (r) *Voluntary Wrecker Rotation List*: The rotation listings of persons and wrecker companies prepared and used by the Pharr Police Department.
- (s) *Wrecked vehicle*: A vehicle that has been damaged as the result of overturning or colliding with another vehicle or object so as to reasonably necessitate that the vehicle be removed by a wrecker.
- (t) *Wrecker or tow truck*: Any motor vehicle used for the purpose of towing, moving or removing vehicles. Where the word "wrecker" appears herein, it shall also include tow truck.
- (u) *Wrecker Business*: A person or entity that is in the business of towing, moving or removing vehicles on or from the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade, or purchase such vehicle, to remove a wrecked or disabled vehicle from the scene of a collision, at the instance or request of the owner thereof, or the police department, or to remove a vehicle from an unlawfully parked position, at the instance or request of the owner thereof, or the police department, or fire department.
- (v) *Wrecker Company*: Any person or entity engaged in the wrecker business.

Cumulative and plurality: Where the word "wrecker business," "wrecker company," appears for purposes of interpreting or enforcing this ordinance, it shall also include towing company and/or person engaged in similar activities.

This ordinance also incorporates any and all statutory definitions and applications as may adopted from time to time as if fully set out herein. If any definition or provision of this ordinance conflicts or is superseded by any state or federal law, the state or federal law shall govern for purposes of this ordinance.

SECTION 3. REGISTRATION REQUIRED FOR NONCONSENT TOWS: (The following requirements are in addition to the requirements as set forth by Texas Department of Licensing and Regulations)

- (1) *State registration required.* Any auto wrecker that is used to perform any nonconsent tow shall be registered as a tow truck under applicable provisions of state law, including, without limitation, Chapter 2308 of the Texas Occupations Code.
- (2) *City registration required.* Any auto wrecker that is used to perform any nonconsent tow on private property in the City must be registered with the police department, regardless of whether the owner of the auto wrecker has a place of business in the City.
- (3) *Application for City registration.* A tow operator may apply to the police department for registration of an auto wrecker by i) submitting a completed application on a form promulgated by the police chief; ii) paying the \$15.00 fee to the police department; iii) providing verification that the auto wrecker is equipped to tow light-duty or heavy-duty motor vehicles according to the manufacturer's guidelines; and (iv) providing proof of insurance that meets the requirements of § 86.400 of Title 16 of the Texas Administrative Code.
- (4) *Inspection; proof of registration.* Upon receipt of an application, the police department will inspect the auto wrecker to determine compliance with the requirements of subsection (e) of this section and, if the auto wrecker is found in compliance, shall issue a permit/proof of registration to the applicant. The proof of registration (a medallion) shall be attached to the auto wrecker for which it is issued, at the place on the vehicle designated by the police chief. It shall be unlawful for any person to drive or operate an auto wrecker without proof of registration being so attached.
- (5) *Requirements for City registration:*
 - (a) Each tow operator must meet the signage, safety equipment, safety clothing, and identification requirements of §§ 86.701, 86.1000, and 86.1001 of Title 16 of the Texas Administrative Code.
 - (b) Each auto wrecker shall meet the following minimum requirement:

1. Except for heavy duty wreckers, the auto wrecker's chassis cab shall be rated at no less than one ton by the manufacturer and will be equipped by the manufacturer with dual wheels and tires at each end of the rear axle; and
2. The auto wrecker at all times shall carry tow lights with appropriate cable (unless wireless) and cushions to protect a vehicle's finish; and
3. The auto wrecker at all times shall be equipped with safety (mud) flaps with the bottom edge of the mud flap no more than eight inches from the surface of the road.

- (6) *Renewal of registration.* The registration for each auto wrecker that is used to perform non-consent tows subject to this section shall be renewed annually by payment of \$25.00 to the police department, which shall verify that the auto wrecker is still in compliance with this section.
- (7) Revocation, suspension, and refusal to renew.

The Chief of Police may suspend or revoke a wrecker permit if:

- (a) Any information supplied in the license application was materially false or incorrect; or
- (b) The permit was issued through error; or
- (c) The permit holder has failed to comply with any applicable provision of the permit or this ordinance; or
- (d) The permit holder has been convicted of violating state laws or City ordinances; or
- (e) The permit holder is under indictment for or has a charge pending for an offense pertaining to wrecker drivers; or
- (f) Any wrecker company or tow truck whose wrecker permit has been revoked, suspended, or denied renewal is not eligible to re-apply for a permit within 6 months having its permit suspended, revoked or denied renewal.

**SECTION 4. SAFETY AND INSURANCE COMPLIANCE CERTIFICATE TO ENGAGE
IN WRECKER BUSINESS REQUIRED FOR CERTAIN WRECKERS;
APPLICATION REQUIRED; FEES ESTABLISHED**

- (a) Every person desiring to have a wrecker or tow truck yard, vehicle storage facility, wrecker business or wrecker company located in the City of Pharr or who seeks to be on the City of Pharr's wrecker rotation list shall make an application in writing to the Department of Development Services or its designee for a Certificate of

Occupancy and a Safety and Insurance Compliance Certificate to engage in the wrecker business for each wrecker company to be located in the City of Pharr.

- (b) Such application shall contain the name, address, telephone number, date of birth, driver's license number and social security number of the applicant and the owners of the wrecker business if different from the applicant; tax identification number, operating or commercial licenses, the number and types of wrecker equipment operated, the other information and documents indicated herein, and a statement that the applicant does or does not desire to appear on the wrecker rotation list.
- (c) Every application shall be sworn to by the applicant.
- (d) All licenses shall expire one (1) year from the date of issuance unless revoked earlier pursuant to the terms of this ordinance.
- (e) The following fees shall be imposed: initial application/license/certificate fee of \$300.00 for each Wrecker Company or Wrecker Business to be located in the City of Pharr; annual renewal fee of \$100.00; initial fee of \$25.00 for each wrecker inspected and an annual renewal fee of \$25.00 per wrecker operated by the company; and Governmental Entity/ Law Enforcement fee of \$ 10.00 per vehicle towed. (This fee shall be deposited, upon recovery, in the police department's accounts and utilized for any and all efforts for the enforcement of this ordinance for both consent and non-consent tows, and general traffic safety.)

**SECTION 5. SAFETY AND INSURANCE COMPLIANCE CERTIFICATE ISSUANCE;
MINIMUM REQUIREMENTS TO BE MET**

- (a) The Pharr Police Department or its designee shall issue a Safety and Insurance Certificate to engage in the wrecker business to each applicant complying with the provisions of this ordinance for each wrecker to be located in the City of Pharr.
- (b) No safety and insurance compliance certificate authorizing the operation of a wrecker business or authorizing the operation of a wrecker in the City limits of the City shall be issued unless the following requirements are met:
 - (1) Every wrecker proposed to be used by the applicant in the City of shall comply with the following minimum requirements:
 - A. Be not less than three-quarters of a ton in size and be equipped with booster brakes.
 - B. Be equipped with a power winch line and boom with a factory-rated capacity of not less than five thousand (5,000) pounds, single line capacity.
 - (2) Each tow truck must carry proper safety equipment. Proper equipment includes, but is not limited to, the following:

- A. At least one 10 pound or two 5-pound multiple purpose fire extinguisher, in good working condition;
 - B. Magnetic tow lights, unless wireless, with appropriate cable and cushions to protect a vehicle's finish;
 - C. Tow dollies as appropriate;
 - D. Straps and tie downs as specified by the tow truck manufacturer;
 - E. Gloves;
 - F. Wheel chocks;
 - G. Five gallon trash receptacle;
 - H. Broom and shovel;
 - I. Thirty-six inch crow bar; and
 - J. Triangle reflectors, flares, cones, safety lights or other appropriate safety signals.
- (3) Tow trucks permitted under §86.203 (Consent Tow Trucks) are exempt from the requirements of subsections (a)(3), (a) (7), and (a)(9).
- (4) Each tow truck shall:
- A. have a legible manufacturer's data plate indicating the capacity of the boom, the winch or the carry mechanism; or
 - B. have a document in the truck from the manufacturer stating the capacity of the boom, the winch or the carry mechanism.
- (5) Every hydraulic line on each tow truck must be free of leaks and be in good working condition free of defects.
- (6) The winch must not exceed the capacity of the boom or leak oil.
- (7) The cables must be as specified by the manufacturer and be in good condition, within manufacturer guidelines.
- (8) Each tow truck must have a copy of the annual state inspection.
- (9) Tow trucks placed in service after May 1, 2008, must contain the original manufacturer's warning labels on the truck, truck bed, winches, and all other accessories; and
- (a) Each wrecker shall provide that its impoundment area, be location in the City, be fenced for security, with a minimum of a six-foot chain-link fence with three strands of barbed wire at the top of such fence and such fence surround all impoundment areas.
 - (b) Have a Drug Test policy in effect as set by the guidelines of the State of Texas, administered by the Texas Department of Licensing and Regulation.

(10) Towing Operator Safety Clothing and Identification.

- (a) Towing operators, as a condition of their license must comply with the protective clothing policy.
- (b) Towing operators must wear at all times when using or assisting in the use or operation of a licensed tow truck on a road or road related area:
 - 1. a uniform, clearly marked with the tow company's name as it appears on department records.
 - 2. a reflective vest or reflective jacket at all times while working outside the tow truck; the reflective vest or reflective jacket must meet the ANSI/ISEA 207-2006 requirements for high visibility safety apparel.
- (c) During daylight hours, a fluorescent shirt may be worn instead of the reflective vest or jacket; the fluorescent shirt must meet the ANSI/ISEA 207-2006 requirements for high visibility safety apparel.
- (d) When performing towing operations, all tow truck operators must carry and openly display the appropriate TDLR issued original towing operator license.
- (e) Tow operators permitted under §86.210 are exempt from the requirements of subsection (b)(1).

(11) The wrecker company or wrecker business shall obtain and keep in full force and effect a policy of public liability and property damaged insurance issued by a casualty insurance company authorized to do business in the State of Texas in the standard form approved by the Board of Insurance Commissioners of the State of Texas, insuring the public from any loss or damage that may arise to any person or property by reason of the operation of a wrecker of such company and providing that the amount of recovery shall be limits of not less than the following sums:

A. Incident Management Towing

- 1. a minimum of \$500,000 liability insurance per tow truck per incident, which is combined single limit liability for bodily injury to or death of an individual per occurrence, loss or damage (excluding cargo) per occurrence, or both; and
- 2. a minimum of \$50,000 of cargo or cargo on hook insurance per tow truck per incident.

B. Private Property Towing

- 3. a minimum of \$300,000 of liability insurance per tow truck per incident, which is combined single limit liability for bodily injury to

or death of an individual per occurrence, loss or damage (excluding cargo) per occurrence, or both; and

4. a minimum of \$50,000 of cargo or cargo on hook insurance per tow truck per incident.

C. Consent Towing.

1. A minimum of \$300,000 of liability insurance per tow truck per incident, which is combined single limit liability for bodily injury to or death of an individual per occurrence, loss or damage (excluding cargo or cargo on hook) per occurrence, or both.
 2. Insurance covering permitted tow trucks must be kept in full force and effect at all times.
- b. No delinquent taxes of any type shall be due to the City upon any property of applicant or any wrecker for which a license is sought, and the applicant shall not have failed to render any property located within the City for ad valorem taxation.
- c. A copy of all licenses and/or certificates issued by the state allowing the applicant to operate a tow truck, impound yard or vehicle storage facility shall be required upon payment of annual fees per wrecker company or wrecker unit. A copy of all required proof of insurance shall also be provided to the City of Pharr upon application and renewal.
- d. No owner or a wrecker company, not licensed by the City, shall intercept any message emanating through the medium of the fire or police department radio frequency or divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communications; and no person, not being entitled thereto, shall receive or assist in receiving any information therein contained, for his own benefit or for the benefit of another person.

SECTION 6: INDEMNIFICATION OF CITY, ITS OFFICERS, AGENTS AND EMPLOYEES

Every wrecker business and wrecker company and agent thereof to obtain a safety and insurance compliance certificate to operate a wrecker service in the City of Pharr shall be required to accept these conditions to this agreement which are attached to this application wherein the applicant agrees to indemnify and hold harmless the City of Pharr, its officers, agents and employees from any and all claims, demands, actions and causes of actions arising from the granting of a license to operate a wrecker service or to operate a wrecker by the City and/or the operation of the wrecker service or any wrecker by the applicant in the City.

SECTION 7: STATE INSPECTION REQUIRED BEFORE ISSUANCE OF SAFETY AND INSURANCE COMPLIANCE CERTIFICATE

Each application for a Safety and Insurance Compliance Certificate for a wrecker shall state that such wrecker has been inspected and approved under the direction of the Texas Department of Public Safety and a current inspection sticker shall be affixed securely to the inside of the windshield of the wrecker.

SECTION 8: WRECKER TO BE SUMMONED BY OWNER, OPERATOR OR POLICE OR FIRE DEPARTMENT

No person shall drive a wrecker to or near the scene of an accident or collision on the streets of the City unless such person has been called to the scene by an owner or operator of a vehicle involved in such accident or collision or by the Police or Fire Department of the City; unless it is necessary to prevent death or bodily injury to any person involved in an accident or collision.

SECTION 9: SOLICITING WRECKER BUSINESS PROHIBITED; PRESENCE AT SCENE AS EVIDENCE OF VIOLATION

No person shall solicit in any manner, directly or indirectly, on the streets of the City, the businesses of towing any vehicle which is wrecked or disabled on the public streets, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, or purchasing such vehicle. The presence of a wrecker at or near the scene of a wreck, accident, or collision, within one hour after the occurrence of a wreck, accident or collision without being summoned to the scene by an owner or operator of a vehicle involved in such accident or collision or by the Police or Fire Department of the City, shall be prima facie evidence of a solicitation in violation of this section.

SECTION 10: WRECKER SELECTION; USE OF VOLUNTARY WRECKER ROTATION LIST

- (a) When a police officer investigating an accident, making an arrest, conducting a traffic stop, or otherwise performing duties as a police officer, determines that any vehicle on a roadway is unable to proceed safely under its own power, or determines that the operator therefore is unable to operate such vehicle, such officer shall notify the police department headquarters that the services of a wrecker company are necessary.

- (b) Upon receiving a communication advising the Police Department of the need for a wrecker from the wrecker rotation listings, the Police Department Headquarters shall notify the wrecker company next on the applicable rotation listings to remove the vehicle involved. If there are no wreckers available at the wrecker service on call or if the Police Department cannot immediately make contact with the wrecker service on call, the Police Department shall proceed through the wrecker rotation listings until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.

SECTION 11: VOLUNTARY WRECKER ROTATION LIST; PROCEDURES AND REQUIREMENTS TO BE PLACED ON LIST

- (a) The Police Department shall maintain wrecker rotation listings, as approved by Resolution by the Board of Commissioners, and a wrecker rotation schedule indicating which person, wrecker business or wrecker company is on call for services at any time.
- (b) Wrecker companies that want to be placed on the wrecker rotation listings shall provide the following information and documents and comply with the following requirements:
 - (1) Have been issued a Certificate of Occupancy (if applicable) and a Safety and Insurance Compliance Certificate by the City of Pharr.
 - (2) Have applied to be on the wrecker rotation list and shall register with the City.
 - (3) Have a minimum of two (2) wreckers with lawful drivers readily available located at a site within the City limits of the City of Pharr to answer calls from the Police and Fire Department during such times that the wrecker service is on call for services.
 - (4) Maintain an office building and storage compound within the City operated on a daily basis (Monday through Friday), with normal working hours from 8:00 a.m. to 5:00 p.m. with an employee physically present at the business during such normal working hours. The office building shall be served by a telephone with a number provided to the Police Department for calls during such normal working hours. If the office is not manned twenty-hour (24) hours per day, (7) seven days per week, the wrecker service shall also provide the Police Department with a telephone number for calls after normal working hours, weekends and holidays. Answering service or answering device shall not be used.

- (5) Facility Fencing Requirements. Enclosure and security of stored vehicles.

Fencing. If not enclosed by a five-foot high fence on or before September 1, 1985, all VSFs shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times when the licensee or an agent or employee is not at the storage lot. No two VSFs may operate within the same fenced area.

- (6) Security of vehicles.

(a) No vehicle may be stored or kept at any licensed VSF unless it is kept inside the fenced or enclosed area at all times. For purposes of this subparagraph, the term "enclosed" shall mean inside a building.

(b) A vehicle accepted for storage in a VSF must be secured to prevent theft of the vehicle or its contents, including but not limited to locking doors, closing windows and hatchbacks, and raising or covering convertible tops.

- (7) Storage Lot Surface.

All VSFs shall have an all-weather surface such as concrete, asphalt, black-top, stone, macadam, limestone, iron ore, gravel, shell, or caliche, that enables the safe and effective movement of stored vehicles upon all portions of the lot, both under their own power and under tow, at all times, regardless of prevailing weather conditions. The surface shall also be free of overgrown vegetation.

- (8) Storage Lot Lighting.

All VSFs shall maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each 1/4 acre of storage area.

- (9) Storage Lot Signs.

(a) Facility information. All VSFs shall have a clearly visible and readable sign at its main entrance. Such sign shall have letters at least 2 inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:

1. the registered name of the storage lot, as it appears on the VSF license.

2. street address;
 3. the telephone number for the owner to contact in order to obtain release of the vehicle;
 4. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
 5. The storage lot's state license number preceded by the phrase "VSF License Number."
- (b) All VSFs shall have a sign setting out the charge for storage and all other fees, which may be charged by the storage lot, including notification and impoundment fees. The sign shall include all forms of payments the VSF accepts for any charge associated with delivery or storage of a vehicle. The sign must be located so it is clearly visible to a vehicle owner at the place of payment and shall have letters at least 1 inch in height with a contrasting background.
- (c) Nonconsent towing fees schedule. All VSFs shall conspicuously place a sign, at the place of payment, which states in 1-inch letters that: "Applicable schedules of nonconsent towing fees will be provided for viewing upon request by persons claiming vehicles." The nonconsent towing fees provided for viewing must match the nonconsent towing fees schedule on file with the department, as provided in 16 Texas Administrative Code, Chapter 86, §86.500 (relating to Reporting Requirements--Towing Company). And must not exceed the maximum rates allowable by Section 15 of this Ordinance.
- (d) Instruments accepted for release of vehicle. All VSFs shall have a sign describing the documents that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described this chapter, and shall also state: "Affidavit of Right of Possession Furnished Upon Request." This sign shall be located so it is clearly visible to a vehicle owner at the place of payment and have letters at least 1 inch in height with a contrasting background.
- (e) Combination signs. A VSF may combine the signs described in subsections (b), (c), and (d), if the combination sign meets the requirements of each of the separate signs.
1. The owner or operator of the wrecker company shall immediately notify the Chief of Police or his designate representative of any changes in status as it relates to any

insurance, certificate, permit or any factor that may impede its ability to comply with this ordinance.

2. The owner or operator of the wrecker company shall produce a written report upon request listing the status of all vehicles towed for the City. Such request to be made during working hours and promptly prepared.
- (f) If there are no wreckers available at the wrecker service on call or if the Police Department cannot immediately make contact with the wrecker service on call, the Police Department shall proceed through the applicable wrecker rotation listings until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.
- (g) Any wrecker service company appearing on either of the wrecker rotation listings should be able to respond to calls according to the following schedule:
1. During the normal work week, Monday through Friday,
8:00 a.m. to 5:00 p.m.

within City limits – 15 minutes
outside City limits- 20 minutes
 2. After normal working hours, on weekends or holidays;

within City limits - 30 minutes
outside City limits –35 minutes

A person or wrecker service or business company failing to respond within five (5) minutes of the above Schedule shall have its call cancelled and the next wrecker service company on the applicable wrecker rotation listing shall be called.

- (h) In this event the vehicle to be towed, moved or removed exceeds the capacity of the Wreckers operated by the wrecker service company on the wrecker rotation list, or In the event of an emergency wherein life or property are threatened or in circumstances where the situation requires immediate action to protect life or property, the Police Department may call any wrecker service with the capability to provide the service needed.
- (i) Any wrecker rotation listing shall not contain the name of any wrecker company or business or person that failed or refused to tow any vehicle to the City pound when officially requested by the police department or other place designated by the owner thereof. Such conduct may result in removal from any listing.

- (j) Any wrecker service company on the wrecker rotation listing shall keep a record of all calls made in response to requests from the City of Pharr, which records shall include the following information:
 - (1) Date and time of call
 - (2) Location of vehicle to be towed/removed
 - (3) Response time
 - (4) Vehicle owner/operator
 - (5) Description of vehicle
 - (6) Disposition of vehicle
 - (7) Charges involved
 - (8) Status of payment for charges
- (k) The wrecker rotation schedules maintained by the Police Department shall list all wrecker companies in compliance with this ordinance. The master list shall be in alphabetical order. The rate and times of Rotation shall be determined by the Chief of Police.
- (l) From and after the effective date of this ordinance, the police department or whatever department or whatever department provides for the placement of wrecker services on the rotation listings shall not place any additional wrecker services on such list until authorized by ordinance by the Board of Commissioners. The Chief of Police is hereby authorized and directed to initiate and complete a study into the determination of the maximum number of wrecker services on such list which will result in efficient and safe service for the citizens of the City, taking into consideration the economic vitality of the companies involved.
- (m) No license or certificate issued under the terms of this Ordinance shall be transferred to any other person or business, nor shall such license be used for the operation of any vehicle except for the vehicle for which the license is issued.
- (n) All persons and entities operating or that seek to operate shall provide any and all records to the City upon request. Upon application and renewal of any and all licenses and certificates, the City shall be provided with the name of all interested owners and drivers. Should any changes be made related to the owners or drivers during the license period, such changes shall be provided to City without delay.

SECTION 12: POLICE OFFICER, FIRE FIGHTER OR OTHER CITY EMPLOYEE NOT TO INFLUENCE SELECTION OF WRECKER SERVICE; MAY DIRECT THAT THE VEHICLE BE TAKEN TO THE CITY POLICE DEPARTMENT

No police officer, firefighter, or other City employee who is investigating or present at the scene of a traffic stop, any accident or collision on a public street shall, directly or

indirectly, either by word, gesture, sign or otherwise, recommend any person the name of any particular person engaged in the wrecker service businesses, nor shall any such person influence or attempt to influence in any manner the decision of any person in choosing or selecting a wrecker or repair service; provided, that any police officer, in the exercise of his discretion as a police officer, may direct that any vehicle, whether towed by a wrecker selected by the owner or operator of the vehicle or from the wrecker rotation list, shall be taken to the Police Department or such other location designated by the police officer to be held by the City for any lawful purposes.

1. When a peace officer at an accident scene determines that a vehicle needs to be towed from the scene, and when the disabled vehicle does not interfere with the flow of vehicular traffic and is not a danger or hazard to the public may allow the operator or owner of the disabled vehicle to summon the wrecker company of his/her choice, as long as the wrecker responds within the time limit set by the City of Pharr of fifteen minutes:
2. The peace officer at an accident scene shall inform the operator of a disabled vehicle that the department will contact the next available towing company on the rotation list to remove the vehicle if the operator's preferred towing company does not respond within five minutes of notification by the police department.

SECTION 13: MAXIMUM RATES

- (a) Any person, wrecker company or wrecker business that appears on any rotation listing or that receives a request to haul unauthorized vehicles from any roadway, or public or private parking facility, within the boundaries of the City of Pharr, Texas shall not charge more than the maximum rates provided in this subsection as follows:

(1) **Light Duty Vehicles:** Gross weight of 10,000 lbs. or less

- a. Towing a wrecked, disabled vehicle or illegally parked vehicles \$200.00
- b. Towing of disabled vehicle from high water: Up to a maximum fee per hour, per Wrecker \$ 50.00

(Any person requesting that their vehicle be removed to a garage or other area will be responsible for paying the wrecker fee.)

- c. Towing vehicle from outside the City Limits \$30.00
Plus, per mile to and from location of Vehicle \$ 1.75
- d. Pickup and delivery of vehicle to City Pound (official police business)
 - (a) Daytime delivery \$ 50.00
 - (b) Nighttime delivery \$ 75.00

The total fee charged will be made up of the applicable towing fees found in subsection (i), or (ii) or (iii) or (iv), and storage fees, impoundment initial fees and notification fees if any. (see subsection (B) below).

Drop Fee (Light Duty Vehicle) \$50.00

- e. If the owner arrives at the scene of the tow, the owner will be charged this fee, no storage fees or towing fees shall be charged.

(2) **Medium Duty Vehicle**: Gross weight rating of more than 10,000 lbs. but less than 25,000 lbs.

- a. Towing a wrecked, disabled vehicle or Illegally parked Commercial vehicle \$250.00 per hour, Max 2 hrs.

b. Drop Fee (Medium Duty Vehicle) \$200.00

If the owner arrives at the scene of the tow, the owner will be charged this fee, no storage fees or towing fees shall be charged.

(3) **Heavy Duty Vehicle**: Gross weight rating that exceeds 25,000 lbs.

- a. Towing a wrecked, disabled vehicle or Illegally parked Commercial vehicle \$500.00 per hour, Max 8 hrs.

b. Drop Fee (Heavy Duty Vehicle) \$400.00

If the owner arrives at the scene of the tow, the owner will be charged this fee, no storage fees or towing fees shall be charged.

(b) The cost of impounding a vehicle and storing a vehicle shall not exceed the following schedule:

(1) Impounding vehicle: Initial Fee (not including towing charges but including first day's storage charge) not more than \$20.00

(2) Daily Storage Fees:

- (a) At a facility licensed by the Texas Department of License and Regulation per day (not more than) \$20.00

(3) Notification Fee

- (a) A VSF may not charge a vehicle owner more than \$50 for notification under these rules. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication

fee is in addition to the notification fee.

- (b) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.
- (c) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

(4) No Additional Fees are allowed by the laws of the State of Texas.

Where any state law, rule or regulation requires a different rate for services rendered by a Wrecker service and/or storage facility or any other type of business entity regulated under this Ordinance, as provided for in this ordinance, then such state-regulated rate shall be followed without the necessity of further amendment of this ordinance.

- (a) All City of Pharr owned vehicles while in furtherance of City business shall be exempt from charges and service fees by any person, wrecker business, wrecker company, or vehicle storage facility as authorized by law or this ordinance.
- (b) A wrecker company that has been randomly selected to provide services shall be entitled to recover applicable fees pursuant to this section for any and all actual services provided up to the time of a cancellation.

SECTION 14: SAFETY PRECAUTIONS

Each wrecker shall follow standard safety precautions and operations generally recognized in the wrecker business to proceed to and from the scene of an accident or collision and shall comply with all ordinances of the City of Pharr. Each wrecker present at the scene of any accident or collision shall follow standard safety precautions and procedures generally recognized in the wrecker business, fees applied are inclusive to roadway cleanup, to include the prompt removal of debris from accidents or collisions occurring on the public right of way.

SECTION 15: REVOCATION OR SUSPENSION OF CERTIFICATE; REMOVAL FROM WRECKER ROTATION LIST, HEARING

- (a) Upon a finding of a violation of the motor vehicle laws or the criminal laws of the state or a violation of the requirements of this Ordinance, the Municipal Judge may revoke or suspend a certificate or remove a wrecker from the rotation list.
- (b) Upon written complaint by any person against any wrecker service on the wrecker rotation list or against any agent or employee of a wrecker service on the wrecker rotation list filed with the Chief of Police, or upon written complaint by the Chief of Police, the Municipal Judge shall conduct a hearing as set out herein:

1. The hearing shall be conducted in Municipal Court within 30 days of the filing of the complaint.
2. Written notice shall be given to the wrecker service involved, to all other persons involved and to the Chief of Police at least 20 days prior to the hearing.
3. Parties may be represented by attorneys at their own expense.
4. The Chief of Police may be represented by the City Attorney or designated assistant.
5. The burden of proof shall be on the complainant or Chief of Police to prove the allegations by a preponderance of the evidence.
6. All witnesses shall be sworn.
7. Only evidence admissible under the law and rules of evidence of the state shall be admissible.
8. All witnesses shall be subject to cross-examination by all opposing parties.
9. All evidence shall be subject to objection by all opposing parties.
10. Parties shall be permitted to offer evidence and argue to the Court.
11. The Municipal Judge or his or her alternate shall decide all questions of law and fact and determine whether to suspend for a specified period or revoke the certificate of the service company from the wrecker rotation list. The determination of the Municipal Judge is final and not appealable to the County Court at Law.
12. The above procedure is applicable only to hearings involving the revocation or suspension of a certificate or removal from the wrecker rotation list. Normal court procedures shall be followed when charges are filed seeking imposition of the fine authorized by this Ordinance.

SECTION 16: PENALTY FOR VIOLATIONS; CIVIL SUIT AUTHORIZED

- (a) Any person, firm, corporation, company or association that violates any provision of this ordinance or suffers or allows the same to be violated, shall, upon conviction, therefore, be subject to a fine of not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00). A violation may also result in removal from the voluntary wrecker rotation list. Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all

applicable laws.

- (b) The City Attorney is hereby authorized to file a civil suit in state district court or any court of competent jurisdiction to enjoin any violations of this ordinance or seek any remedy available. Should any person or business violate the prohibitions contained herein or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary. Any civil actions by the City Attorney shall not be deemed a waiver of any rights and entitlements of any person that has suffered harm or damages as a result of any act or omission prescribed by this ordinance.

SECTION 17: ESTABLISHING A LIMIT ON THE NUMBER OF WRECKER COMPANIES

- (a) The number of wrecker companies approved to operate on either of the rotation listings, shall be set by the city commission from time to time and such number may be increased or decreased at the discretion of the city commission, based partially on the police chief's recommendation. A person or entity with an interest in a wrecker company shall be restricted to one (1) wrecker company on either of the rotation listings as may be selected.
- (b) This ordinance shall not affect the right of any person, business, or entity to contract. The City of Pharr may also contract to terms and conditions for other services that may be specialized in nature unaffected by this ordinance.

SECTION 18: REPEAL OF CONFLICTING ORDINANCE

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

SECTION 19: SEVERABILITY

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

SECTION 20: PUBLICATION; EFFECTIVE DATE

The Ordinance shall take effect and be in force 120 days 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 may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of June, 2024.

CITY OF PHARR, TEXAS

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of June, 2024.

CITY OF PHARR, TEXAS

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of July, 2024.

CITY OF PHARR, TEXAS

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: June 27, 2024

MEETING DATE: July 1, 2024

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Self-Funded Employee Health Insurance Benefit Plans and Third Party Administrative Services, Pharmacy Benefit Management, and Individual & Aggregate Stop Loss Insurance. **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez

Created/Initiated - 6/27/2024

Veronica Ramirez

Approved - 6/28/2024

Mayra Gomez

Approved - 6/28/2024

Jamison Merrick

Approved - 6/28/2024

Ricardo Rodriguez

Approved - 6/28/2024

City Management Office

Final Approval - 6/28/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: June 26, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 6/26/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.1.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Halff Associates, Inc., representing K.V. Chowdary, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being a 73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1800 Block of West Hi-Line Road. COZ#240519 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Halff Associates, Inc., representing K.V. Chowdary, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop and construct warehouses.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, complies with the Land Use Plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning & Zoning Commission Recommendation: Following a brief discussion regarding the proposed use, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) at the meeting on June 17, 2024. There were six 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 - 6/25/2024
Approved - 6/25/2024
Final Approval - 6/25/2024

MEMORANDUM

DATE: MONDAY, JULY 1, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being a 73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1800 Block of West Hi-Line Road. COZ#240519

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:

Halff Associates, Inc., representing K.V. Chowdary, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop and construct warehouses.

The subject property is located at the northeast corner of West Hi-Line Road and South Veterans Boulevard and is physically located within the 1800 Block of West Hi-Line Road. The property is legally described as being a 73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Hi-Line Road, a 50 ft. – 60 ft. local street, that runs east and west with a posted speed limit of 20 – 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan. The property also fronts South Veterans Boulevard, a 100 ft. minor arterial, that runs north and south with a posted speed limit of 30 - 45 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property was zoned Agricultural and/or Open Space District (A-O) upon annexation on May 20, 2024. The property to the west was rezoned from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) on June 7, 2021. The city limits lie to the north, east, and south. 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 Heavy Industrial District (H-I) is established to provide adequate space and site diversification. The area requirements in this district are minimal and will allow both large and small industrial uses either on separate small lots or as part of a park. Some screening is required, but because of the potential for hazardous or possibly blighting uses, this district should not be located close to residential areas of any type. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial and truck traffic.

Five (5) letters were mailed out to the surrounding property owners within a 200 ft. radius on June 7, 2024, and a legal notice was published in the Advance News Journal on June 5, 2024. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, complies with the Land Use Plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Following a brief discussion regarding the proposed use, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) at the meeting on June 17, 2024. There were six 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

Half Associates, Inc., representing K.V. Chowdary, owner
APPLICANT

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

1800 Block of West Hi-Line Road
ADDRESS

Heavy Industrial District (H-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 Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, complies with the Future Land Use Plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner II
PREPARED BY

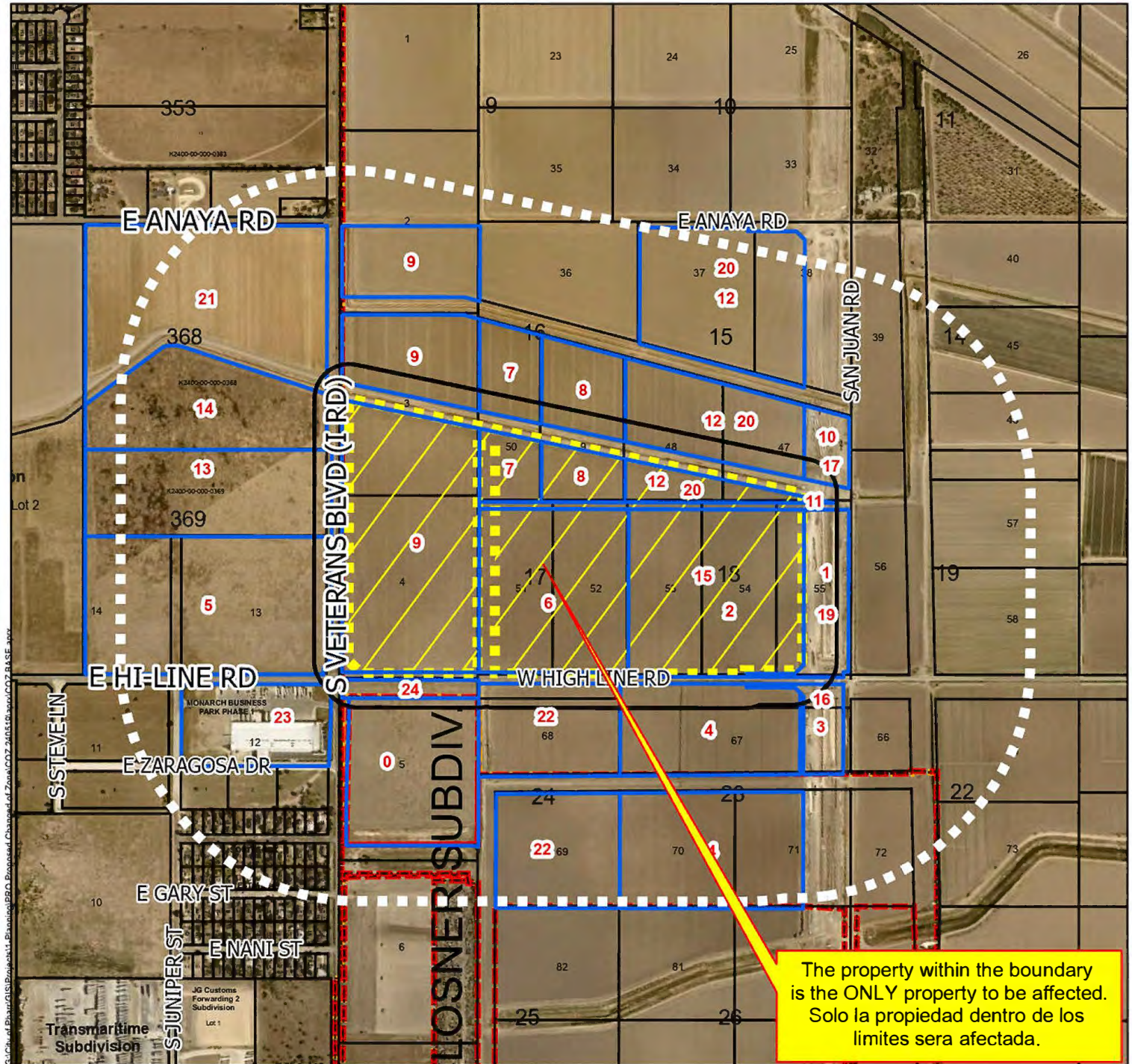
June 17, 2024
DATE

Proposed Change of Zone

73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, located at the northeast corner of East Hi Line Road and South Veterans Boulevard, Pharr, Hidalgo County, Texas



AERIAL



- ▬ 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.

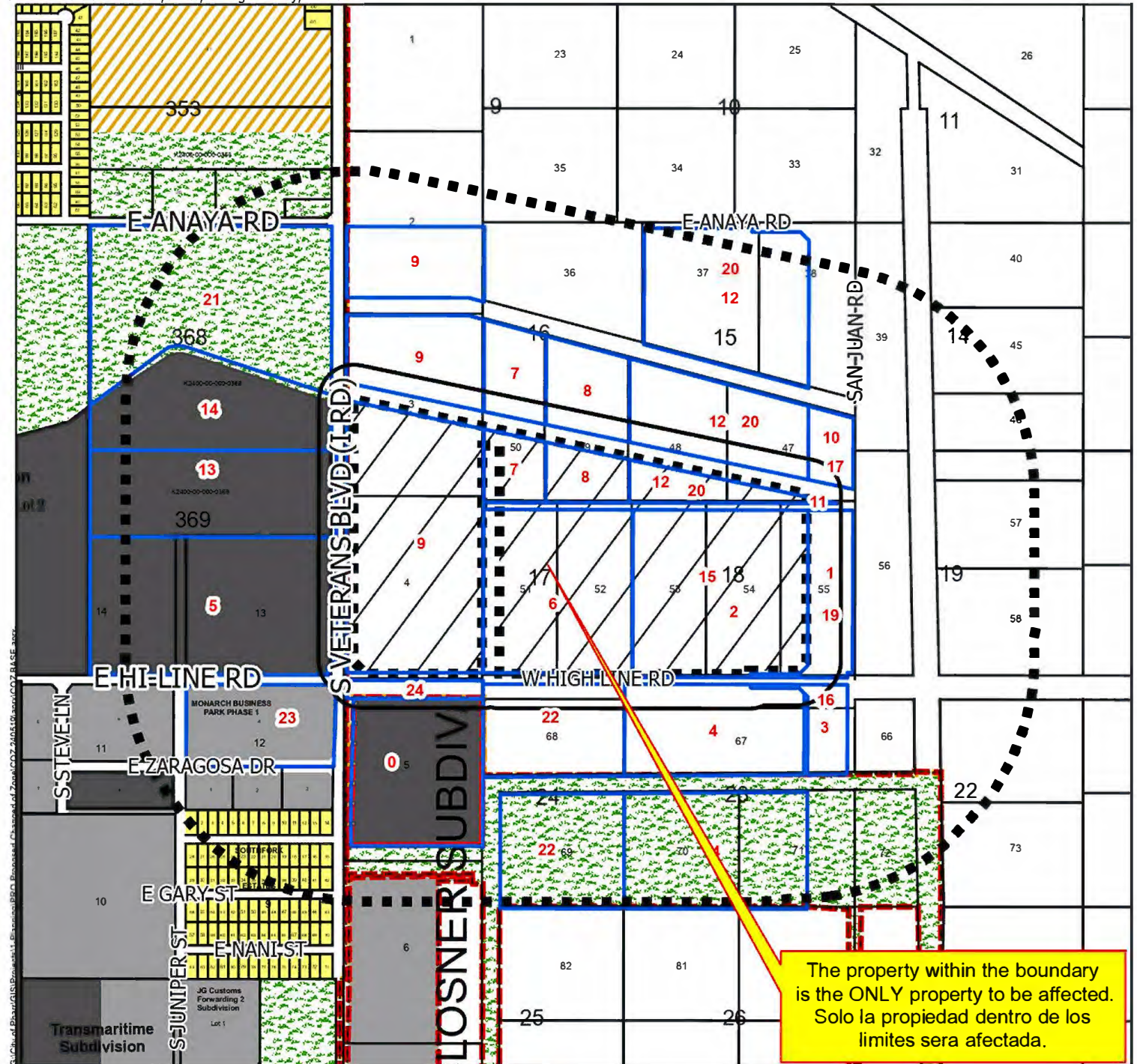


Proposed Change of Zone

73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, located at the northeast corner of East Hi Line Road and South Veterans Boulevard, Pharr, Hidalgo County, Texas



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
- 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

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

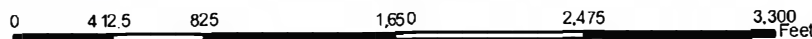
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/3/2024

Scale: 1:10,000

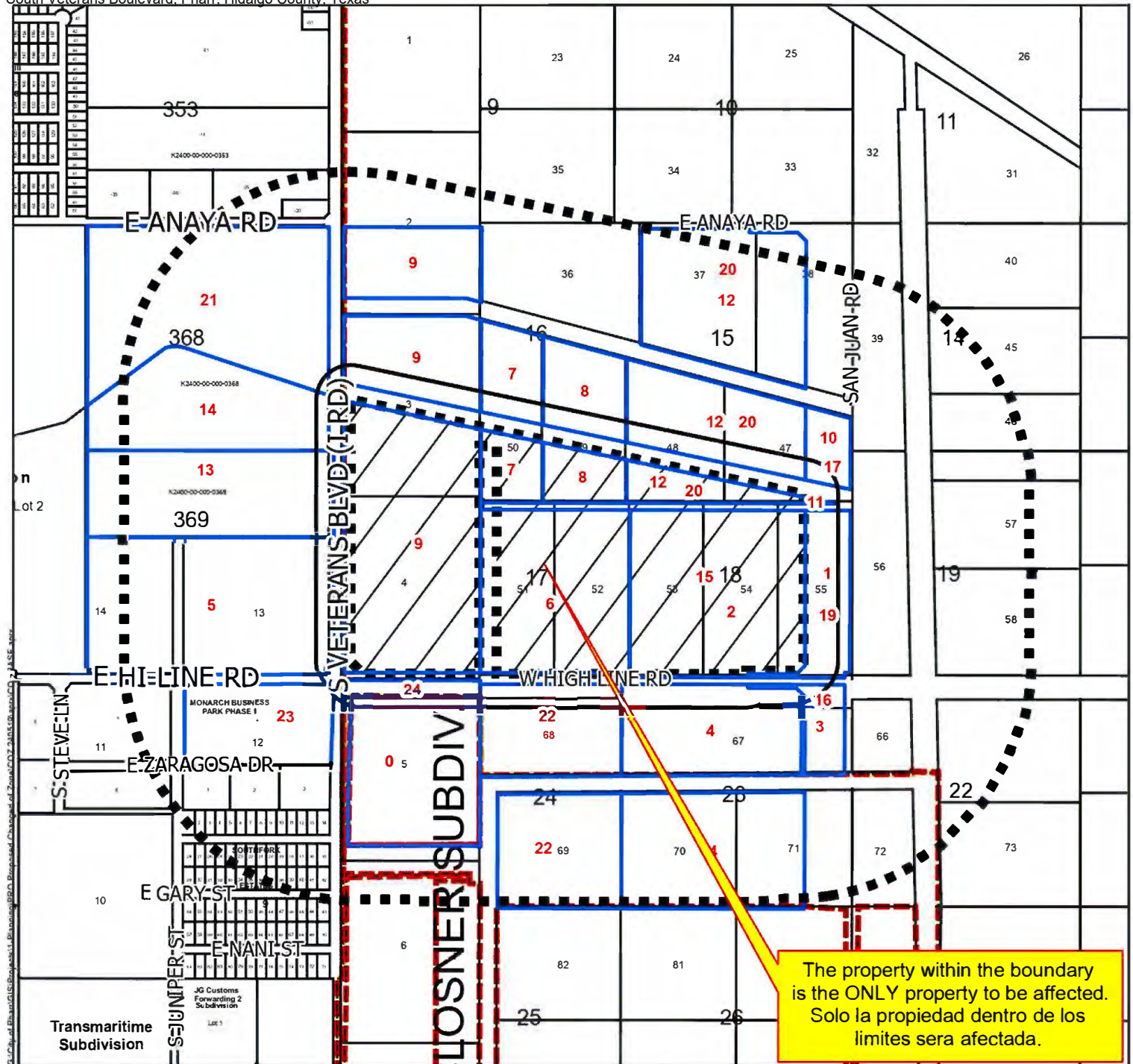


Proposed Change of Zone

73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, located at the northeast corner of East Hi Line Road and South Veterans Boulevard. Pharr, Hidalgo County, Texas



RADIUS



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

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

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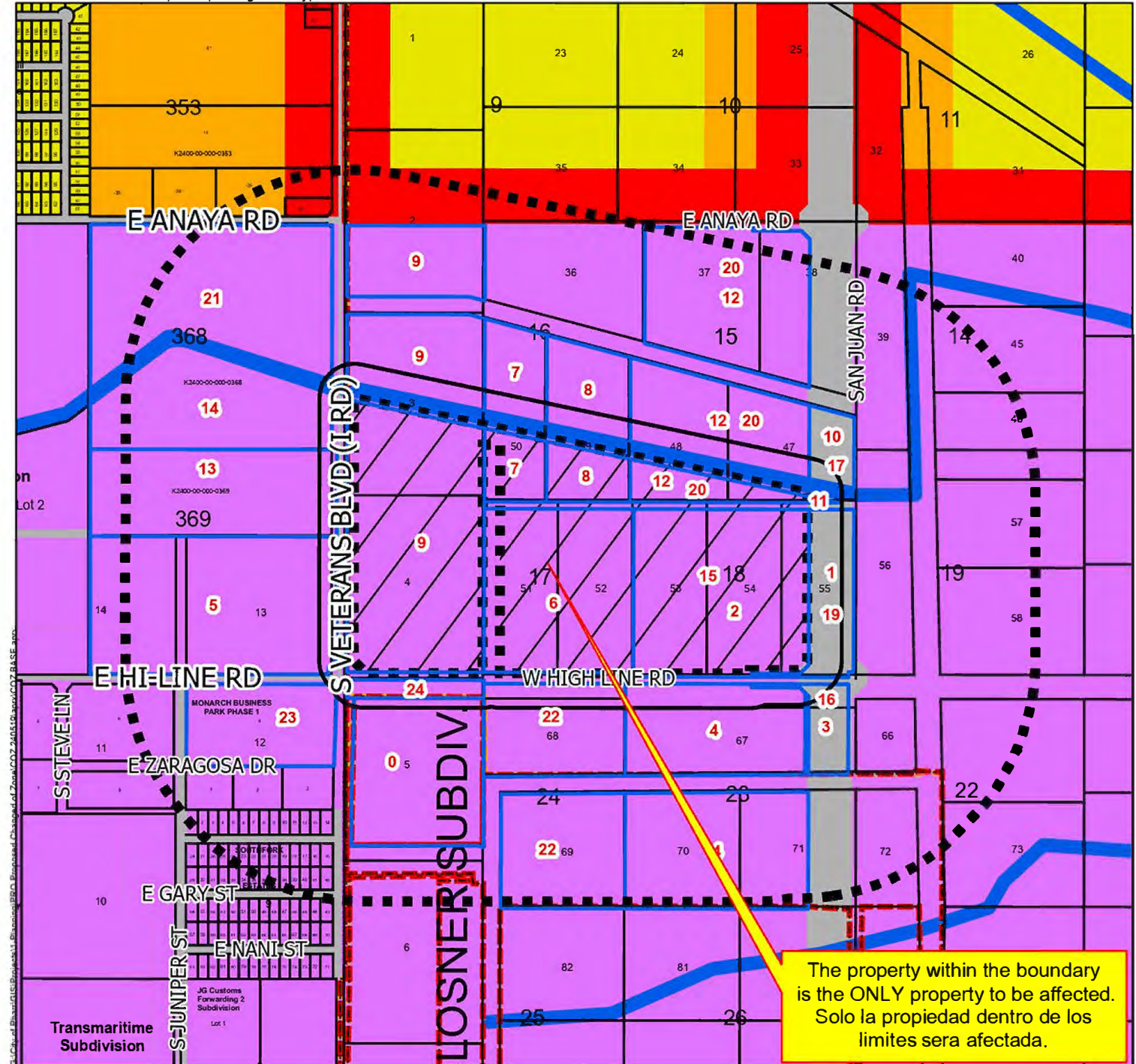


Proposed Change of Zone

73.839 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision, located at the northeast corner of East Hi Line Road and South Veterans Boulevard, Pharr, Hidalgo County, Texas



FUTURE LAND USE



Future Land Use

FUTURELAND

- Irrigation
- Agriculture

- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial

- Commercial
- Public/Semi Public
- ROW
- Parks

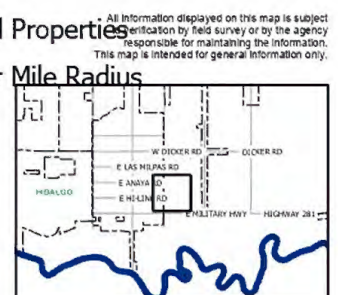
- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

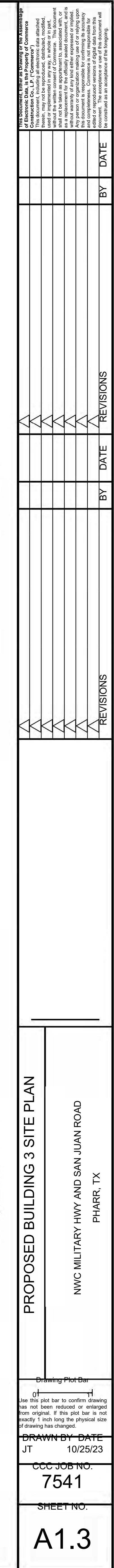
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/3/2024

Scale: 1:10,000

0 412.5 825 1,650 2,475 3,300 Feet





SCALE:
1"=80'

A

HNWC MILITARY HWY AND SAN JUAN ROAD
PHARR, TX

Drawing Plot Bar
 Use this plot bar to confirm drawing has not been reduced or enlarged from original. If this plot bar is not exactly 1 inch long the physical size of drawing has changed.
 DRAWN BY: DATE
 JT 10/25/23
 CCC JOB NO.
 7541
 SHEET NO.
 A1.3



Pharr
Development Services



Site Photo

1800 Block of West Hi-Line Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.2.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Halff Associates, Inc., representing Capote Farms, LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to Heavy Industrial District (H-I). The property is legally described as being 20.71 acres, more or less, out of Lots 3 & 4, Block 1, Re-subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1300 Block of East Capote Central Avenue. COZ#240518 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Halff Associates, Inc., representing Capote Farms, LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to Heavy Industrial District (H-I) in order to develop and construct warehouses.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Limited Industrial District (L-I) to Heavy Industrial District (H-I) as the property meets area requirements, complies with the Land Use Plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning & Zoning Commission Recommendation: Following a brief discussion regarding the proposed use and access to the site, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Limited Industrial District (L-I) to Heavy Industrial District (H-I) at the meeting on June 17, 2024. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 6/25/2024

Ricardo Rodriguez
City Management Office

Approved - 6/25/2024
Final Approval - 6/25/2024



MEMORANDUM

DATE: MONDAY, JULY 1, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Limited Industrial District (L-I) to Heavy Industrial District (H-I). The property is legally described as being 20.71 acres, more or less, out of Lots 3 & 4, Block 1, Re-subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1300 Block of East Capote Central Avenue. COZ#240518

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:

Half Associates, Inc., representing Capote Farms, LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to Heavy Industrial District (H-I) in order to develop and construct warehouses.

The subject property is located at the southwest corner of East Capote Central Avenue and South Veterans Boulevard and is physically located within the 1300 Block of East Capote Central Avenue. The property is legally described as being 20.71 acres, more or less, out of Lots 3 & 4, Block 1, Re-subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Capote Central Avenue, a 50 ft. – 60 ft. local street, that runs east and west with a posted speed limit of 20 – 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan. The property also fronts South Veterans Boulevard, a 100 ft. minor arterial, that runs north and south with a posted speed limit of 30 - 45 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property was zoned Limited Industrial District (L-I) on November 11, 2011. The property to the east was rezoned from Limited Industrial District (L-I) to Heavy Industrial District (H-I) on February 21, 2012. The property to the north was rezoned from Limited Industrial District (L-I) to Heavy Industrial District (H-I) on August 15, 2022. The city limits lie to the east and south. 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 Heavy Industrial District (H-I) is established to provide adequate space and site diversification. The area requirements in this district are minimal and will allow both large and small industrial uses either on separate small lots or as part of a park. Some screening is required, but because of the potential for hazardous or possibly blighting uses, this district should not be located close to residential areas of any type. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial and truck traffic.

Four (4) letters were mailed out to the surrounding property owners within 200 ft. radius on June 7, 2024, and a legal notice was published in the Advance News Journal on June 5, 2024. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning request from Limited Industrial District (L-I) to Heavy Industrial District (H-I) as the property meets area requirements, complies with the Land Use Plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Following a brief discussion regarding the proposed use and access to the site, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Limited Industrial District (L-I) to Heavy Industrial District (H-I) at the meeting on June 17, 2024. There were six 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

Half Associates, Inc., representing Capote Farms, LTD., owner
APPLICANT

Limited Industrial District (L-I)
CURRENT ZONE

1300 Block of East Capote Central Avenue
ADDRESS

Heavy Industrial District (H-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

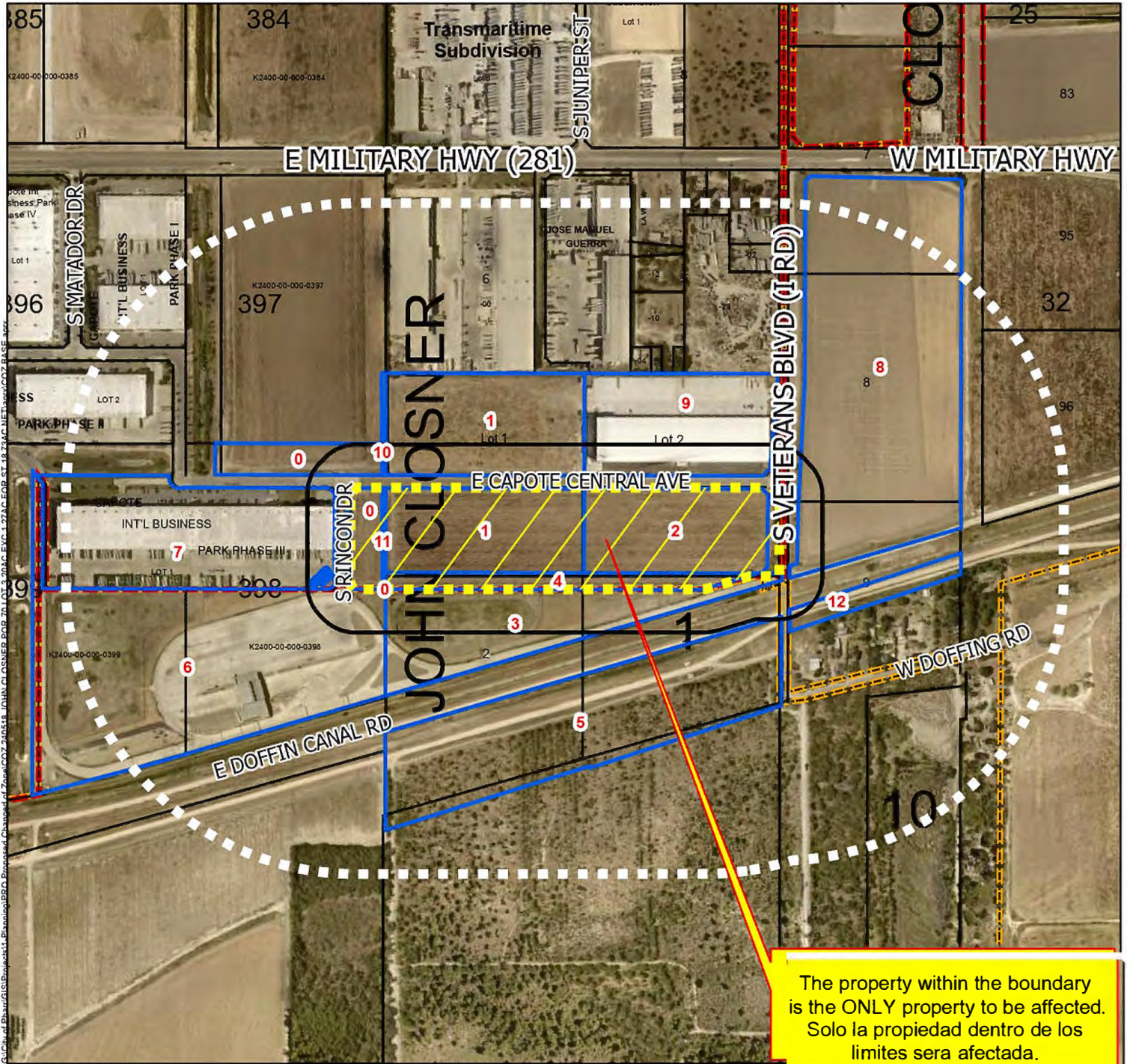
Development Services is recommending approval of the request to re-zone from Limited Industrial District (L-I) to Heavy Industrial District (H-I) as the property meets area requirements, complies with the Land Use Plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner II
PREPARED BY

June 17, 2024
DATE

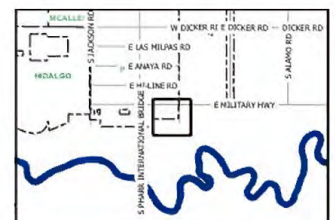
Proposed Change of Zone
20.71 acres, more or less, out of Lots 3 &
4, Block 1, Re-subdivision of Closner

AERIAL Subdivision, Pharr, Hidalgo County, Texas



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

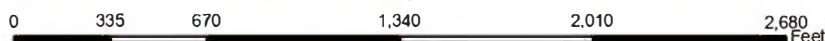
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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/4/2024

Scale: 1:8,000



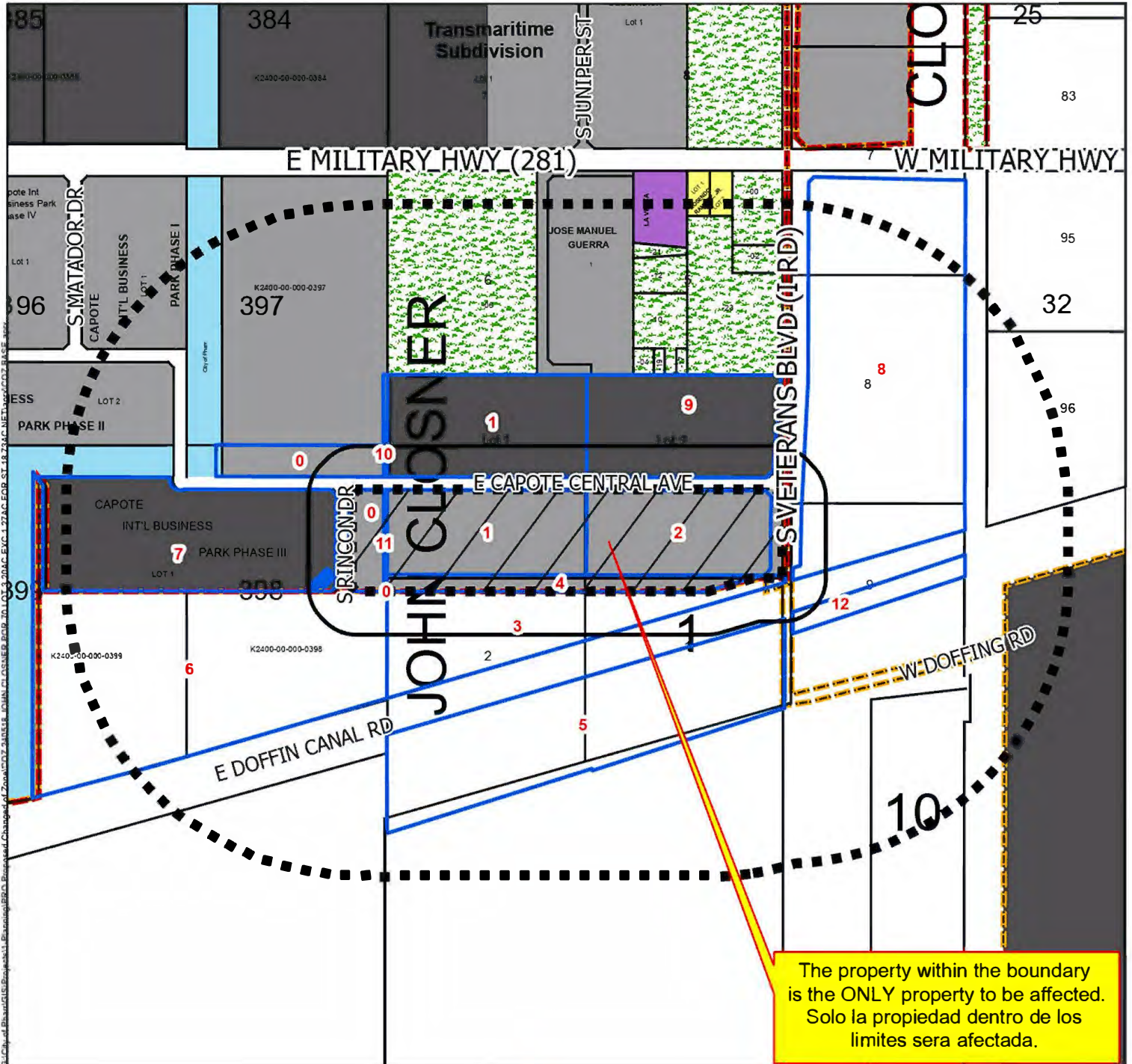
Proposed Change of Zone
20.71 acres, more or less, out of Lots 3 & 4,
Block 1, Re-subdivision of Closner
Subdivision, Pharr, Hidalgo County, Texas



Pharr
Engineering



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

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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/4/2024

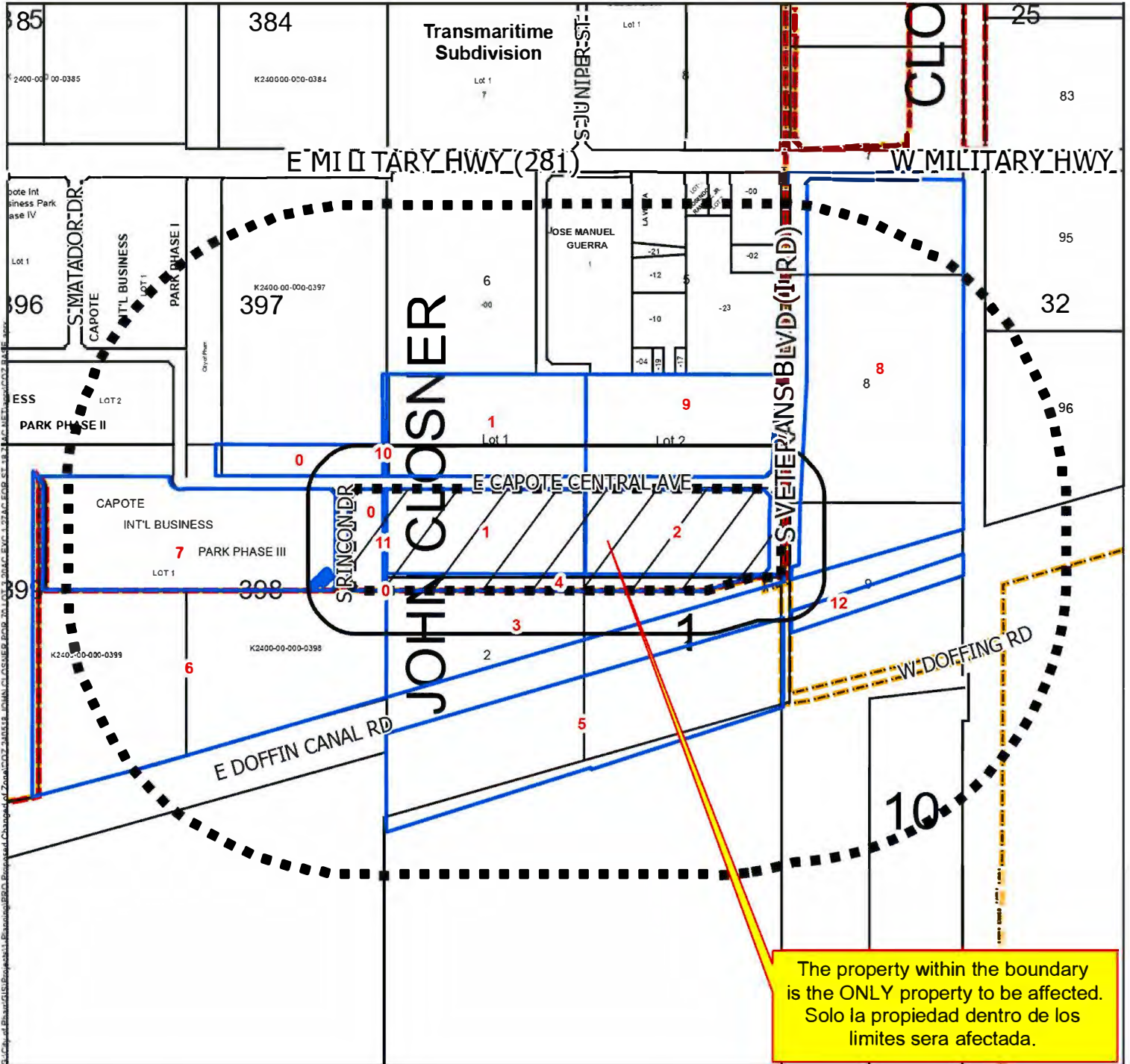
Scale: 1:8,000



Proposed Change of Zone
 20.71 acres, more or less, out of Lots 3 & 4,
 Block 1, Re-subdivision of Closner Subdivision,
 Pharr, Hidalgo County, Texas



RADIUS



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

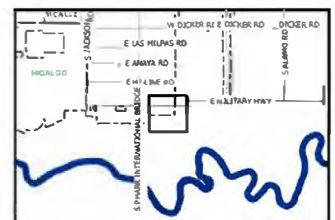
- Subject Property
- 200 ft Radius
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City of Pharr, Texas
 Engineering Department
 956.402.4242

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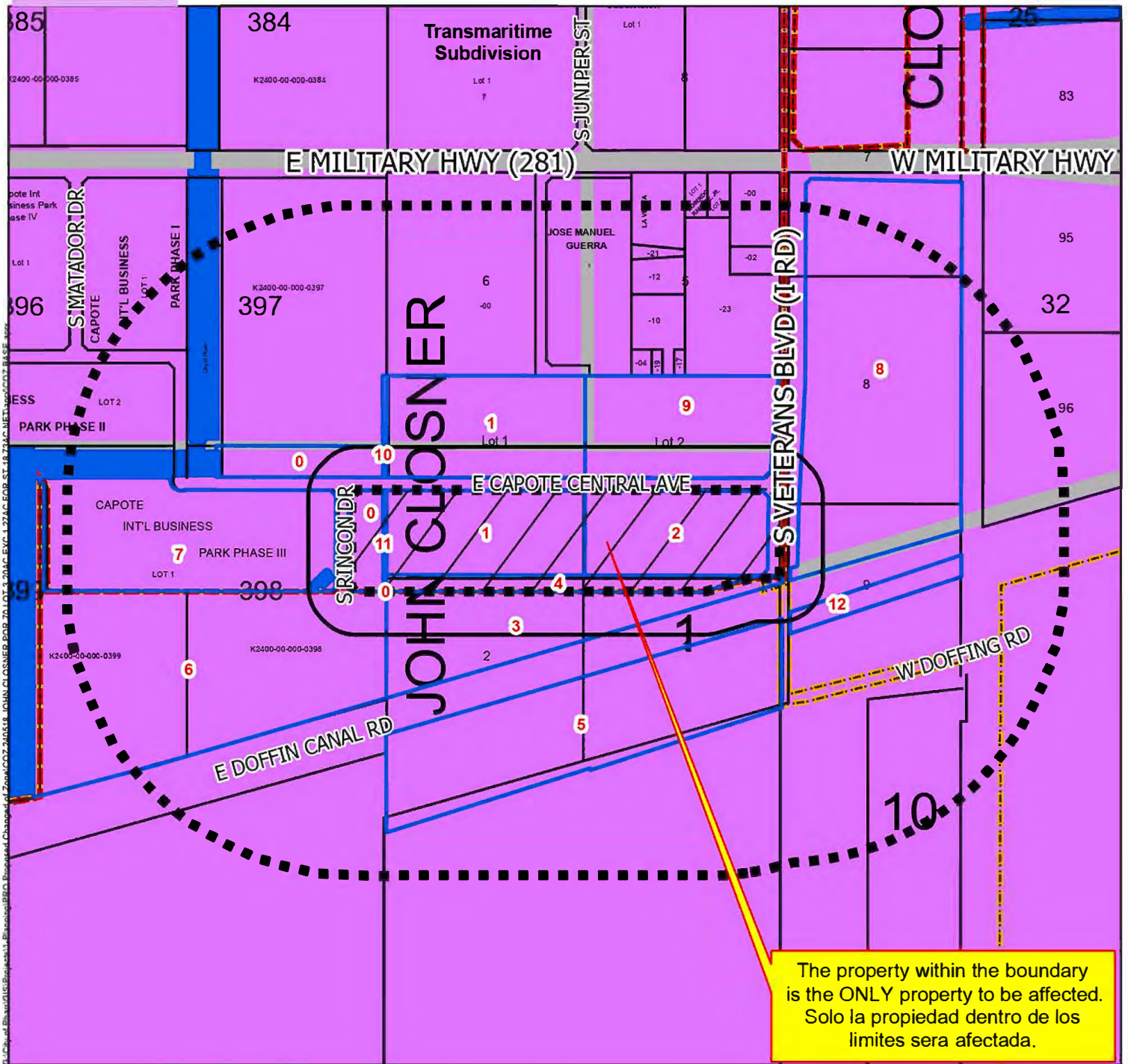
Proposed Change of Zone
 20.71 acres, more or less, out of Lots 3 & 4,
 Block 1, Re-subdivision of Closner
 Subdivision, Pharr, Hidalgo County, Texas



Pharr
 Engineering



FUTURE LAND USE



Future Land Use

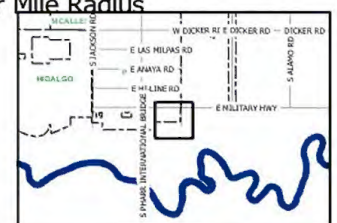
FUTURELAND

- 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

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City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 6/4/2024

Scale: 1:8,000





Pharr
Development Services



Site Photo

1300 Block East Capote Central Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.3.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Raul Fong, d/b/a Junction Cafe, 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 and the South 7 ft. of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. CUP#911291 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). This request constitutes the 31st renewal for Junction Cafe.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/25/2024
Approved - 6/25/2024
Final Approval - 6/26/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 1, 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#911291 (JUNCTION CAFÉ)

GENERAL INFORMATION:

APPLICANT: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 1 and the South 7 ft. of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 11 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north, south and east, and General Business (C) 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.
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FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 1, 2024

Conditional Use Permit **Renewal** for ABC –

Junction Cafe

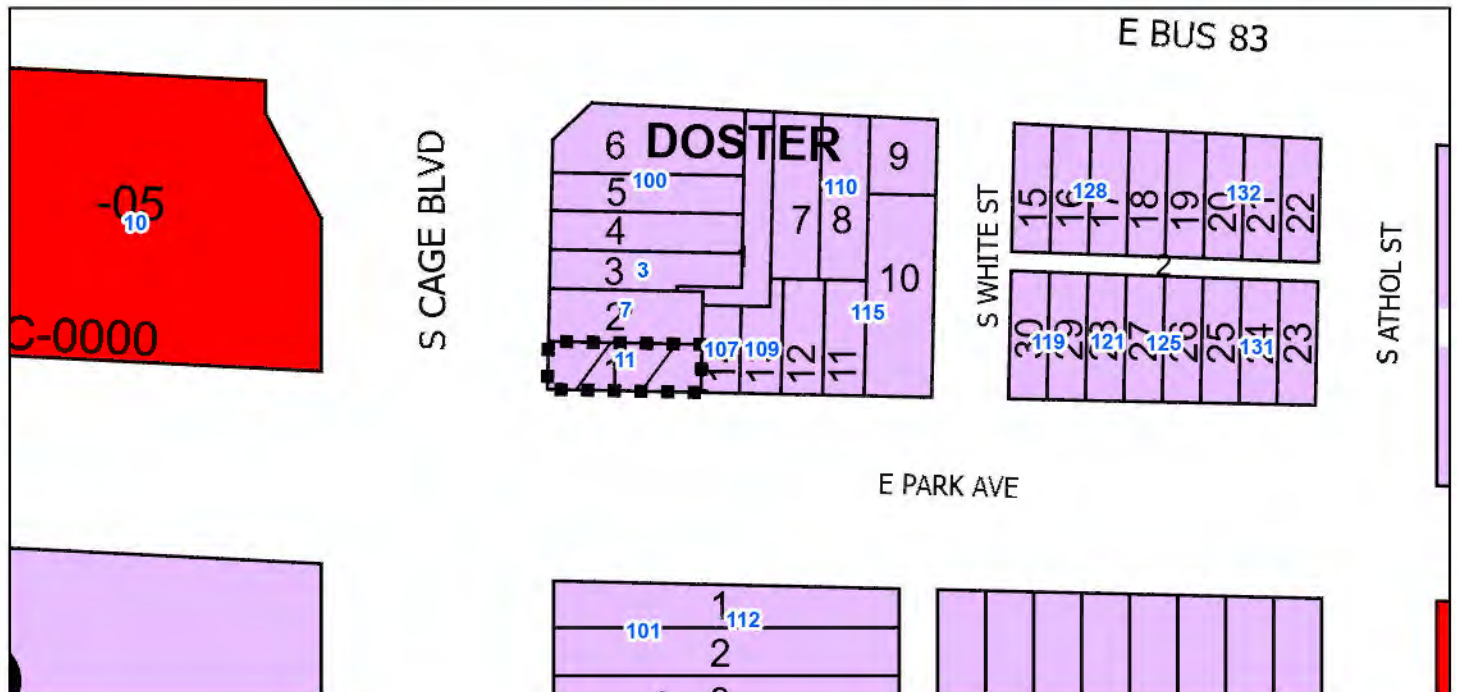
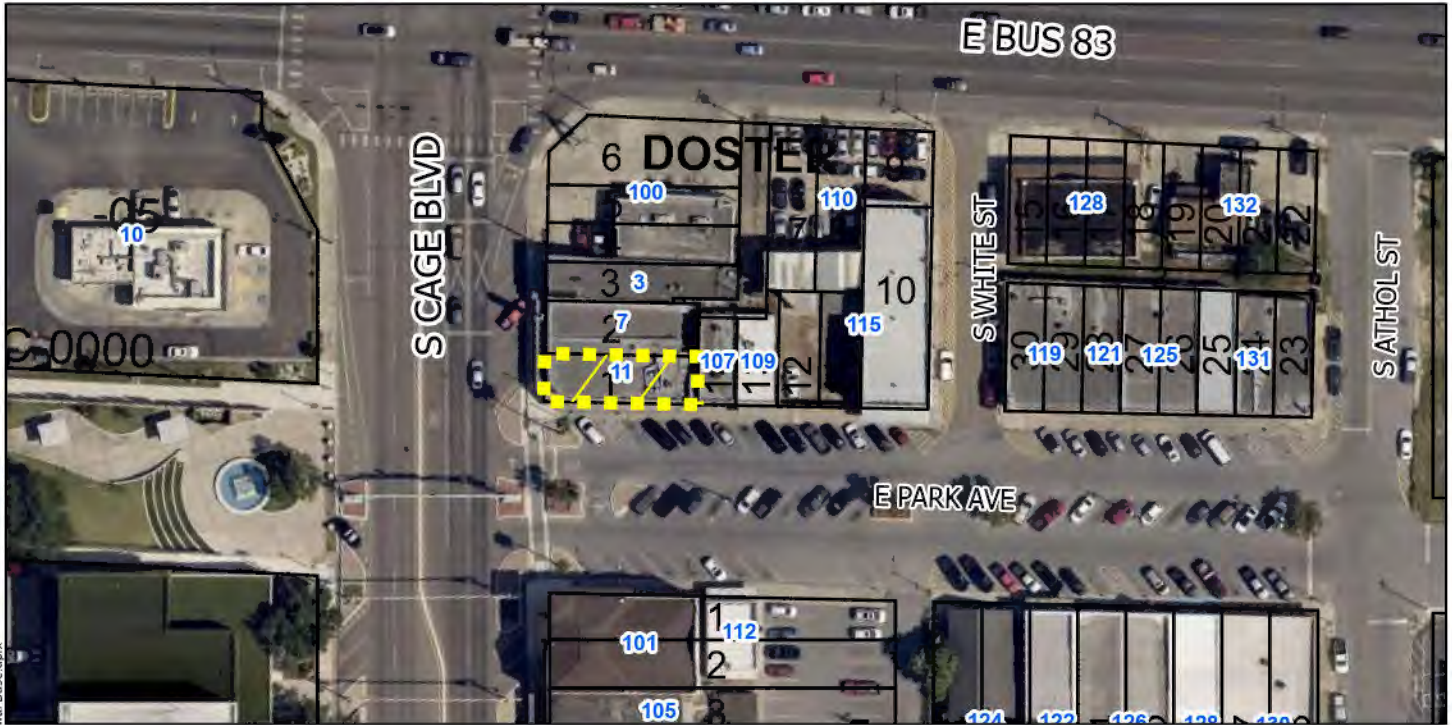
Background:

Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 31st renewal for Junction Cafe.

The property is located at 11 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.4.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Las Margaritas Restaurant Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 106 North Cage Boulevard. CUP#210740 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Las Margaritas Restaurant Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). This request constitutes the 2nd renewal for Las Margarita's Restaurant Inc.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/25/2024
Approved - 6/26/2024
Final Approval - 6/26/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 1, 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#210740 (LAS MARGARITAS RESTAURANT INC)

GENERAL INFORMATION:

APPLICANT: Las Margaritas Restaurant Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 106 North Cage Boulevard.

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

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

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 1, 2024

Conditional Use Permit **Renewal** for ABC –

Las Margarita's Restaurant Inc.

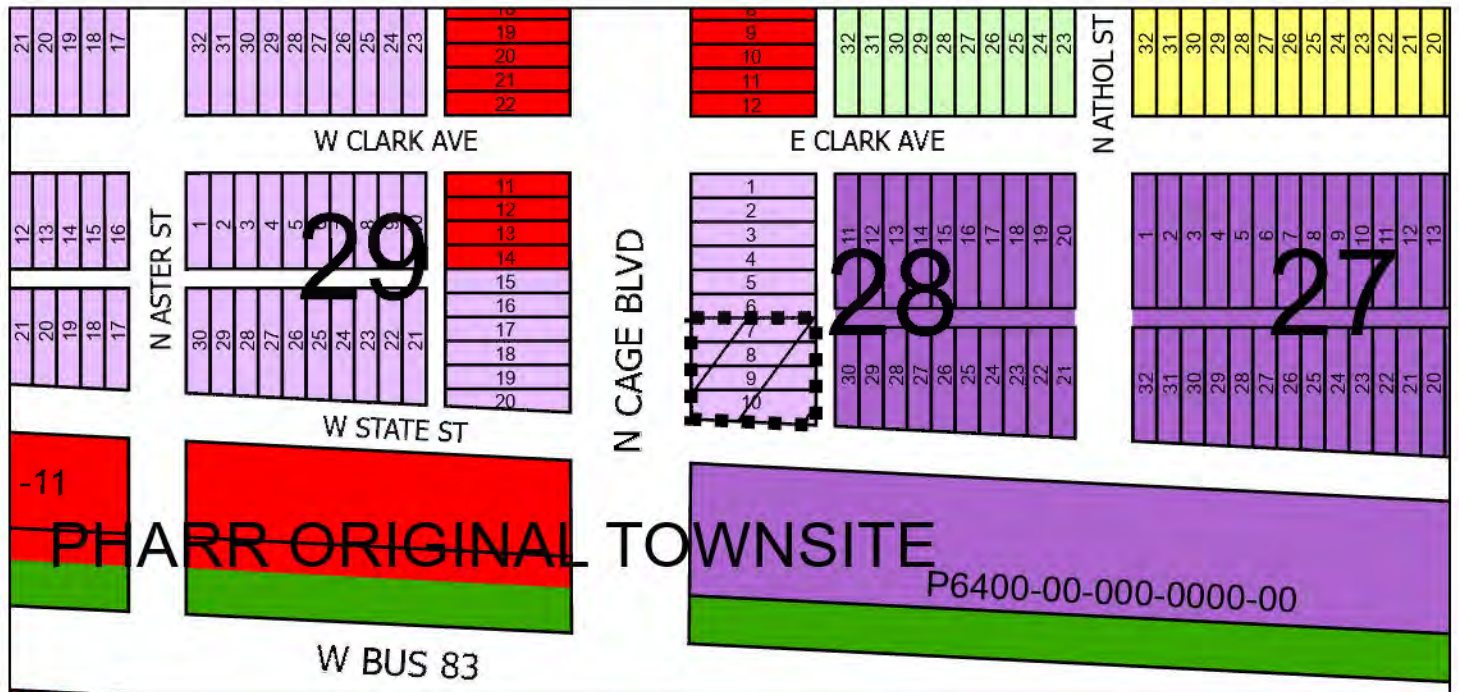
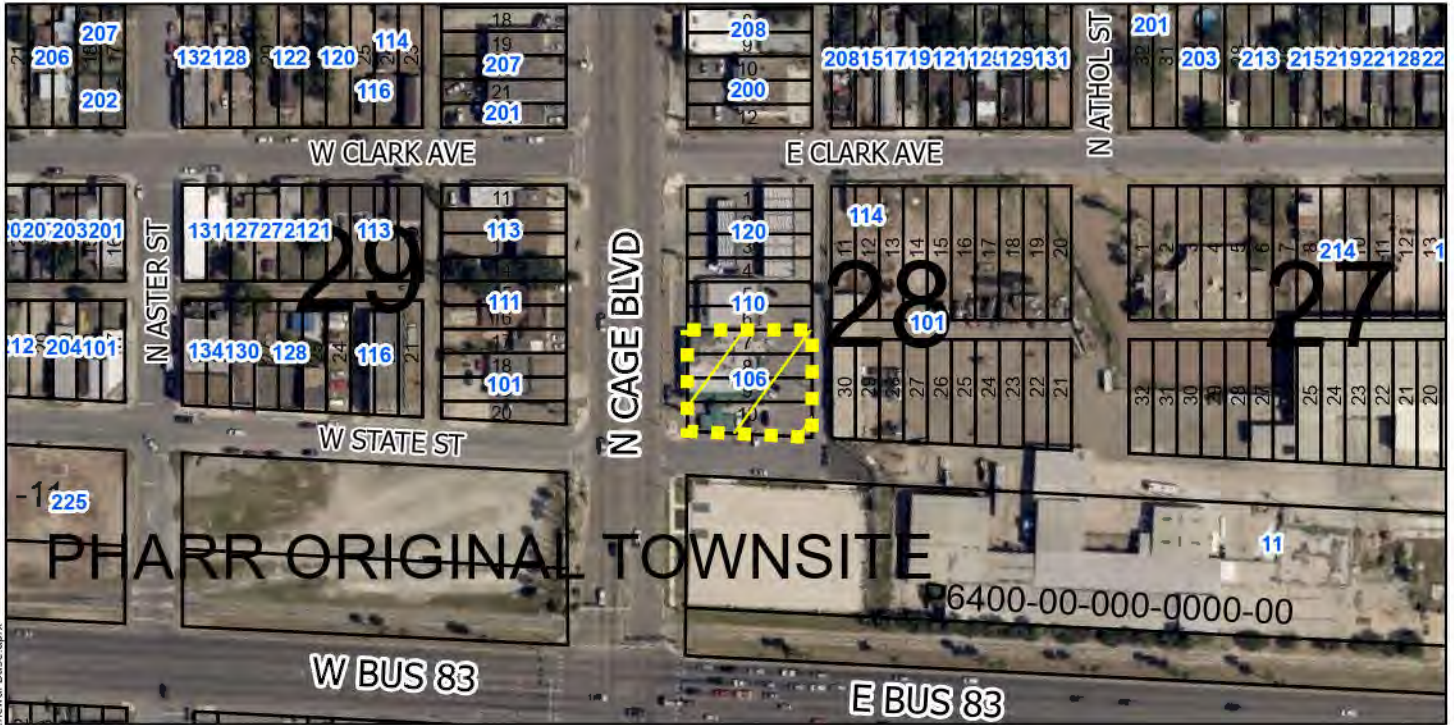
Background:

Las Margarita's Restaurant Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Las Margarita's Restaurant Inc.

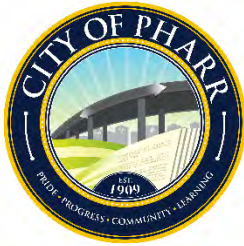
The property is located at 106 North Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.5.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Balli Investments and Holdings LLC., d/b/a Calacas Tacos and Beer, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.062 acres, more or less, out of Lot 1, Junction View Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2101 North Cage Boulevard, Suites 110 and 111. CUP#220845 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Balli Investments and Holdings LLC., d/b/a Calacas Tacos and Beer, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 1st renewal for Calacas Tacos and Beer.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/25/2024
Approved - 6/25/2024
Final Approval - 6/25/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 1, 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#220845 (CALACAS TACOS AND BEER)
--

GENERAL INFORMATION:

APPLICANT: Balli Investments and Holdings LLC., d/b/a Calacas Tacos and Beer, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.062 acres, more or less, out of Lot 1, Junction View Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2101 North Cage Boulevard, Suites 110 and 111.

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 west. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 1, 2024

Conditional Use Permit **Renewal** for ABC –

Calacas Tacos and Beer

Background:

Balli Investments and Holdings LLC., d/b/a Calacas Tacos and Beer, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Calacas Tacos and Beer.

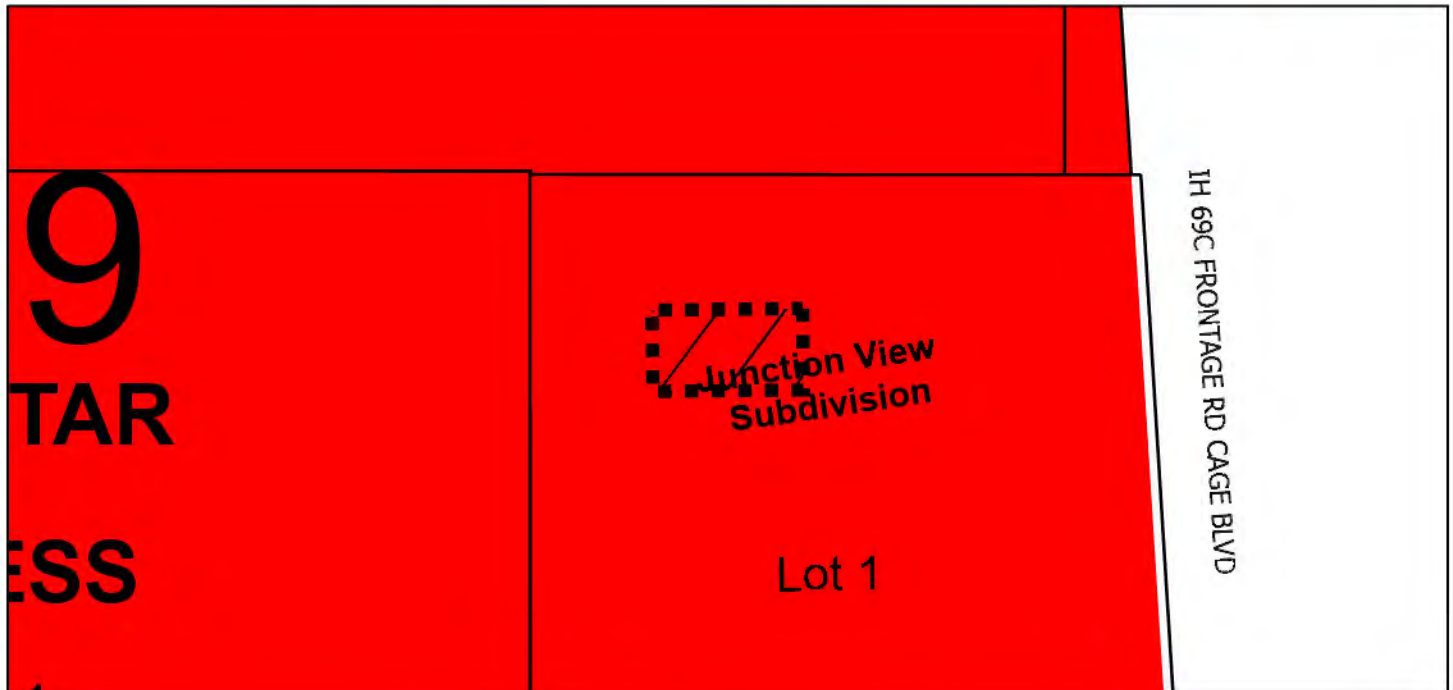
The property is located at 2101 North Cage Boulevard, Suites 110 and 111. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal_207 E FERGUSON AVE - Copy\00_Renewal Base.aprx



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





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.6.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, 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 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83. CUP#100103 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 12th renewal for Pappadeaux Seafood Kitchen.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/25/2024
Approved - 6/25/2024
Final Approval - 6/25/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 1, 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#100103 (PAPPADEAUX SEAFOOD KITCHEN)
--

GENERAL INFORMATION:

APPLICANT: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, 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 2, Pappas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1610 West Expressway 83.

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

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

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 1, 2024

Conditional Use Permit **Renewal** for ABC – Pappadeaux Seafood Kitchen

Background:

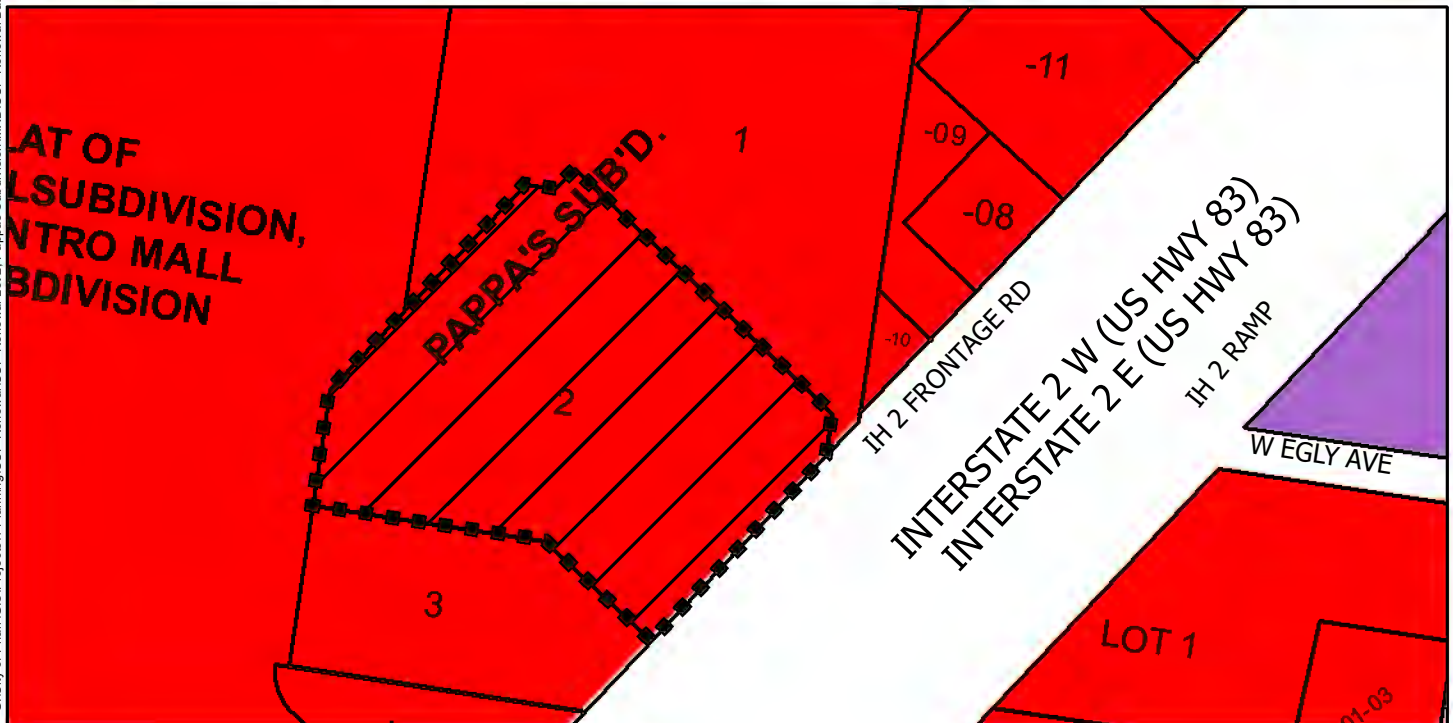
Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 12th renewal for Pappadeaux Seafood Kitchen.

The property is located at 1610 West Expressway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

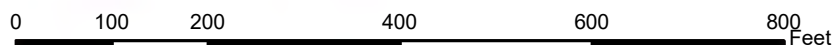
Conditional Use Permit Renewal
 Lot 2, Pappas Subdivision,
 Pappas Restaurants, Inc.
 d/b/a Pappadeaux Seafood Kitchen



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

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 4/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.7.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. CUP#100623 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). This request constitutes the 12th renewal for Verona Event Center II, LLC.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/25/2024
Approved - 6/25/2024
Final Approval - 6/25/2024



MEMORANDUM

DATE: MONDAY, JULY 1, 2024

TO: MAYOR AND CITY COMMISSION

THROUGH: JONATHAN FLORES, CITY MANAGER

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

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

GENERAL INFORMATION:

APPLICANT: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

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

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

COMMENTS:

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE:

Recommends approval of the Conditional Use Permit.

HEALTH:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 1, 2024

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

Background:

Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 12th renewal for Verona Event Center II, LLC.

The property is located at 109 East Ferguson Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

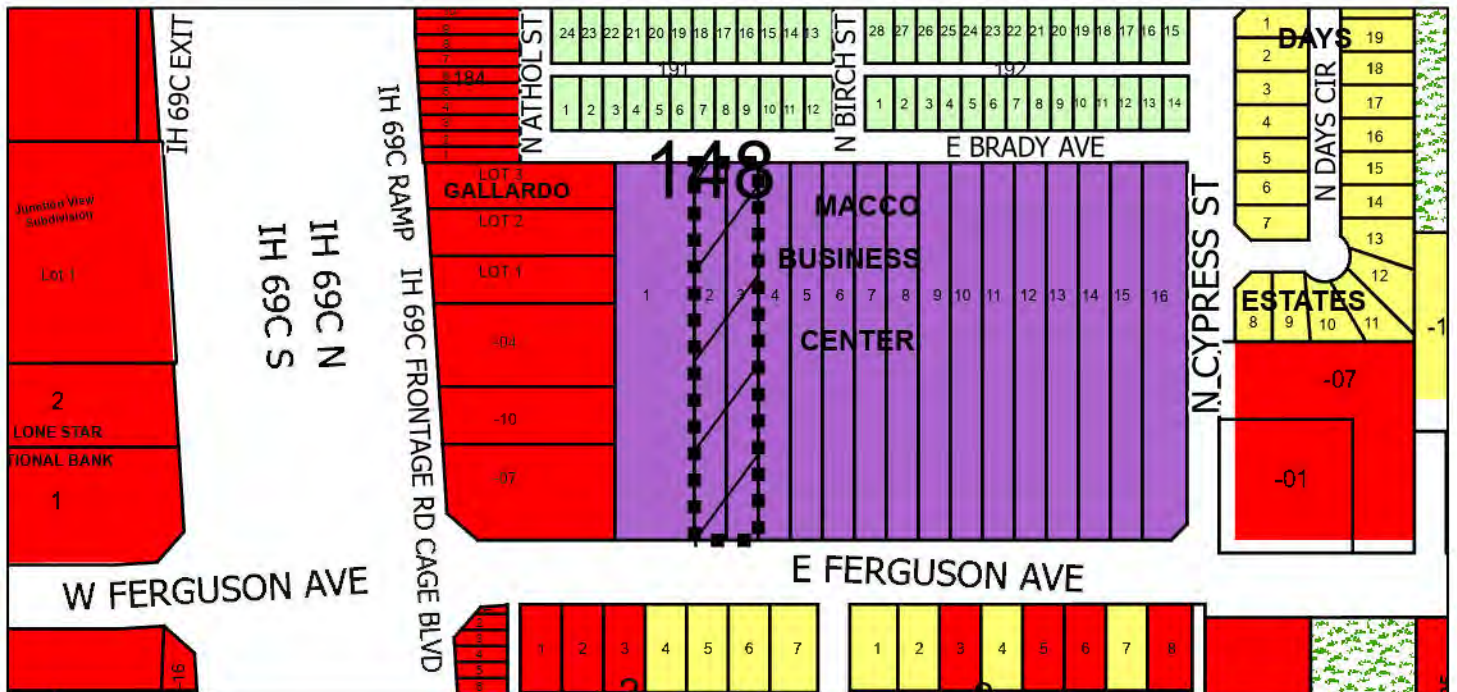
Recommendations:

Staff recommends **approval** of the renewal request for 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.

CUP Renewal
 109 E FERGUSON AVE
 ANTONIO RODRIGUEZ AND SYLVIA RODRIGUEZ
 d/b/a VERONA EVENT CENTER II



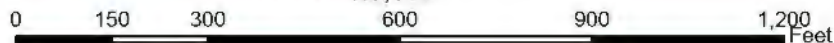
G:\City of Pharr\GIS\Projects\11-Planning\PRO CUP Renewal\CUP_Renewal_109 E FERGUSON AVE VERONA EVENT CENTER II\00_Renewal Base.aprx



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:3,600



Date: 4/29/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: June 24, 2024

MEETING DATE: July 1, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-30 relating to City Attorney. ***(Adoption on One Reading)*** This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: An ordinance updating compensation, fees, and costs for City Attorney.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to update fees.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 6/24/2024
Approved - 6/24/2024
Approved - 6/26/2024
Final Approval - 6/26/2024

ORDINANCE NO: O-2024- __

AN ORDINANCE ~~AMENDING ORDINANCE NO. O-2023-30~~ APPOINTING GENERAL COUNSEL AND CITY ATTORNEY FOR THE CITY OF PHARR; PROVIDING FOR QUALIFICATIONS; DUTIES, COMPENSATION, FEES, COSTS, TENURE; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

WHEREAS, the Board of Commissioners desires to take action to arrange for the service of THE RICKY ROD LAW GROUP, as Attorney for the City of Pharr; and

WHEREAS, the Board of Commissioners may also separately designate a criminal prosecutor to handle cases in municipal court to further the efficiency and reduce the case load that may result.

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

SECTION 1: Authority. In accordance with Article IV, Section 2 of the Pharr City Charter, the Board of Commissioners may, by Ordinance, appoint a City Attorney and shall prescribe and fix the duties, compensation, qualifications, and tenure.

SECTION 2: Appointment and Tenure. That from and after the effective date of this Ordinance, The Ricky Rod Law Group, PLLC, ~~and its attorneys~~ be and is hereby appointed as General Counsel and City Attorney for the City of Pharr, Texas, to serve at the pleasure of the Board of Commissioners of the City of Pharr, Texas and to provide the duties set out herein.

That in consideration for the appointment made herein, the City Attorney herein appointed shall perform all services required in a professional manner in accordance with all applicable rules and laws relating to legal services. This Ordinance shall constitute the entire agreement between the attorney herein appointed and the City of Pharr and shall constitute the contract between such parties; no further contract or agreement shall be required.

SECTION 3: Qualifications: The City Attorney shall be licensed to practice law in the State of Texas, be a member in good standing, and practice in state courts.

SECTION 4: Duties:

The City Attorney shall:

- a) Represent the City and prosecute any and all criminal cases filed in the municipal court of the City of Pharr.
- b) Counsel the Board of Commissioners of the City of Pharr, on such matters of a legal nature, and perform such legal services as the City Manager shall indicate.

The City Attorney herein appointed shall be deemed the City's chief legal officer and shall represent the City in all matters pending in any forum without further authorization of the City Council of the City. The City Attorney, or other such attorneys selected by him, shall represent the City in all litigation. The City Attorney herein designated, or other such

attorneys selected by him, shall appear in front of all official bodies, boards, and commissions of the City as may be required by the matters pending before such bodies. The City Attorney shall be designated the chief legal officer of the City.

SECTION 5: Compensation. The City of Pharr shall pay the City Attorney a fixed fee of \$300,000 a year, to be paid \$25,000 a month on the 1st of each month beginning on July 1st, 2024, and continuing as such until this section or ordinance is amended, revoked, or the City Attorney is dismissed or resigns in his capacity. If the City Attorney is dismissed (reasonably) or resigns in his capacity, the City Attorney shall not seek any form of severance from the City of Pharr. The Attorney shall also recover actual costs and expenses while providing such professional services.

SECTION 6: Prosecutor. The Board of Commissioners may also separately designate a prosecutor by resolution or ordinance to handle criminal cases in Municipal Court. Such designation would relieve the City Attorney of any duties in handling criminal cases in municipal court.

SECTION 7: Repealing Clause. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: Severability Clause. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 9: Publication; Effective Date. The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be Passed until it has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all members of the City Commission.

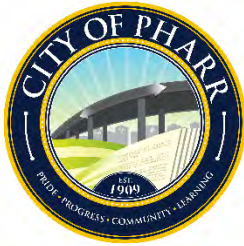
PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 1st DAY OF JULY, 2024, A. D.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Imelda Perez
City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: June 27, 2024

MEETING DATE: July 1, 2024

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

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-47 for budget amendment to the Fiscal Year 2023-2024 budget.
(Adoption on One Reading) This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

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

Fiscal Consideration: The Amendment will have a net effect of (\$1,920,400).

Staff Recommendation: Approval

Alternatives: Not to approve.

Exclude Material from Public Packet? No

Reason: No

ROUTING:

Jamison Merrick
Jamison Merrick
Fabiola Sanchez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 6/27/2024
Approved - 6/27/2024
Approved - 6/27/2024
Approved - 6/27/2024
Approved - 6/28/2024
Final Approval - 6/28/2024

ORDINANCE NO. O-2024-___

AN ORDINANCE AMENDING ORDINANCE NO. O-2023-47; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and has filed same with the City Clerk, and complied with all procedures required by law; and

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

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for conducting the affairs thereof for the fiscal year beginning October 1, 2023 and ending September 30, 2024, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum of **\$3,010,400** expenditures is hereby appropriated out of expenditures and **-\$90,000** revenues out of the General Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 3: That the net sum of **\$2,400** expenditures is hereby appropriated out of expenditures and **\$2,400** revenues out of the CDBG and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 4: That the net sum of **\$0** expenditures is hereby appropriated out of expenditures and **\$0** revenues out of the ARPA Relief Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 5: That the net sum of **\$2,385,000** expenditures is hereby appropriated out of expenditures and **\$2,385,800** revenues out of the General CIP fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 6: That the net sum of **\$1,990,000** expenditures is hereby appropriated out of expenditures and **\$0** revenues out of the General CIP fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 7: That the net sum of **\$3,500** expenditures is hereby appropriated out of expenditures and **\$3,500** of revenues out of the City Garage Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 8: That the sum of **\$78,500** expenditures and **\$78,500** revenues is hereby appropriated out of the Utility Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 9: That the net sum of **\$71,500** expenditures and **\$71,500** revenues is hereby appropriated out of the EMS Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 10: That the net sum of **\$1,296,300** expenditures and **\$1,296,300** revenues is hereby appropriated out of the Fiber Team Pharr.Net fund, and any net effect is appropriated. The purpose is included in the attached documents.

SECTION 11: That the sum of **\$77,600** expenditures and **\$77,600** revenues is hereby appropriated out of the Bridge Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 12: That the sum of **\$299,300** expenditures and **\$299,300** revenues is hereby appropriated out of expenditures Golf Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 13: That the sum of **\$249,400** expenditures and **\$249,400** revenues is hereby appropriated out of expenditures PEDC Fund, and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 14: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety, and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 15: REPEALING CLAUSE

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

SECTION 16: SEVERABILITY CLAUSE

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

SECTION 17: PUBLICATION EFFECTIVE DATE

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of July, 2024.

CITY OF PHARR:

Ambrosio Hernandez
Mayor

ATTEST:

Imelda Perez
City Clerk

CITY OF PHARR, TEXAS					
BUDGET YEAR 23-24- BUDGET AMENDMENT #1					
DETAILED AMENDMENT ACTIVITY					
GENERAL FUND					
REVENUES:			REF		
01	4	4883-050	Transfer in - Debt Service	\$ (90,000)	To ratify CFO services for the last 6 months of the year
			Total Revenues Increase/(Decrease)	\$ (90,000)	
EXPENDITURES:					
01	510	1100	Salaries	\$ 1,600	To allocate funds for Pay Disparity (3) Deli Clerks for the last 2 months of the year
01	510	1100	Salaries	\$ 500	To allocate funds for Pay Disparity (1) Secretary for the last 2 months of the year
01	510	1105	FICA	\$ 200	To allocate funds for Pay Disparity (1) Secretary and (3) Deli Clerks for the last 2 months of the year
01	510	1115	Retirement	\$ 200	To allocate funds for Pay Disparity (1) Secretary and (3) Deli Clerks for the last 2 months of the year
01	511	1100	Salaries	\$ 500	To allocate funds for Pay Disparity (1) Secretary, for the last 2 months of the year
01	511	1100	Salaries	\$ 600	To allocate funds for Pay Disparity (1) Finance Clerk, for the last 2 months of the year
01	511	1100	Salaries	\$ 100	To allocate funds for Pay Disparity (1) Accounts Payable Clerk for the last 2 months of the year
01	511	1105	FICA	\$ 100	To allocate funds for Pay Disparity (1) Secretary, (1) Finance Clerk, (1) Accounts Payable Clerk for the last 2 months of the year
01	511	1115	Retirement	\$ 200	To allocate funds for Pay Disparity (1) Secretary, (1) Finance Clerk, (1) Accounts Payable Clerk for the last 2 months of the year
01	512	1100	Salaries	\$ 1,000	To allocate funds for Pay Disparity (2) Administrative Assistants for the last 2 months of the year
01	512	1100	Salaries	\$ 3,000	To allocate funds for Pay Disparity (8) Records Clerks for the last 2 months of the year
01	512	1105	FICA	\$ 300	To allocate funds for Pay Disparity (2) Administrative Assistants, (8) Records Clerks for the last 2 months of the year
01	512	1115	Retirement	\$ 500	To allocate funds for Pay Disparity (2) Administrative Assistants, (8) Records Clerks for the last 2 months of the year
01	512	1108	Unemployment	\$ 200	To allocate funds for Pay Disparity (2) Administrative Assistants, (8) Records Clerks for the last 2 months of the year
01	514	1100	Salaries	\$ 2,200	To allocate funds to cover Pay Disparity (6) Court Clerk for the last 2 months of the year
01	514	1105	FICA	\$ 200	To allocate funds to cover Pay Disparity (6) Court Clerk for the last 2 months of the year
01	514	1115	Retirement	\$ 300	To allocate funds to cover Pay Disparity (6) Court Clerk for the last 2 months of the year
01	515	1100	Salaries	\$ 100	To allocate funds to cover for Pay Disparity (1) Admin Assistant for the last 2 months of the year
01	515	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity (1) Clerk for the last 2 months of the year
01	515	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity (1) Secretary for the last 2 months of the year
01	515	1105	FICA	\$ 100	To allocate funds to cover for Pay Disparity (1) Admin Assistant, (1) Clerk, (1) Secretary for the last 2 months of the year
01	515	1115	Retirement	\$ 200	To allocate funds to cover for Pay Disparity (1) Admin Assistant, (1) Clerk, (1) Secretary for the last 2 months of the year
01	517	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the year
01	517	1100	Salaries	\$ 400	To allocate funds to cover for Pay Disparity for (1) Service Center Clerk for the last 2 months of the year
01	517	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity for (1) Secretary for the last 2 months of the year
01	517	1105	FICA	\$ 100	To allocate funds to cover for Pay Disparity (1) Admin Asst, (1) Services Center Clerk, (1) Secretary for the last 2 months of the year
01	517	1115	Retirement	\$ 200	To allocate funds to cover for Pay Disparity (1) Admin Asst, (1) Services Center Clerk, (1) Secretary for the last 2 months of the year
01	518	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the year
01	519	1100	Salaries	\$ 2,700	To allocate funds to cover for Pay Disparity for (4) Video Journalist for the last 2 months of the year
01	519	1100	Salaries	\$ 1,300	To allocate funds to cover for Pay Disparity for (1) Graphic Designer for the last 2 months of the year
01	519	1100	Salaries	\$ 2,000	To allocate funds to cover for Pay Disparity for (3) Media Specialist for the last 2 months of the year
01	519	1100	Salaries	\$ 1,200	To allocate funds to cover for Pay Disparity for (1) Media Manager for the last 2 months of the year
01	519	1105	FICA	\$ 600	To allocate funds to cover for Pay Disparity for the last 2 months of the year
01	519	1115	Retirement	\$ 900	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
01	519	1108	Unemployment	\$ 200	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
01	521	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the year
01	522	1100	Salaries	\$ 600	To allocate funds to cover for Pay Disparity for (2) Admin Assistant for the last 2 months of the year
01	522	1100	Salaries	\$ 500	To allocate funds to cover for Pay Disparity for (1) Secretary for the last 2 months of the year
01	522	1100	Salaries	\$ 9,200	To allocate funds to cover for Pay Disparity for (26) Custodians for the last 2 months of the year

01	522	1100	Salaries	\$	5,100	To allocate funds to cover for Pay Disparity for (27) Groundskeepers for the last 2 months of the year
01	522	1100	Salaries	\$	1,000	To allocate funds to cover for Pay Disparity for (3) Pool Manager for the last 2 months of the year
01	522	1105	FICA	\$	1,300	To allocate funds to cover for Pay Disparity for the last 2 months of the year
01	522	1115	Retirement	\$	2,100	To allocate funds to cover for Pay Disparity for the last 2 months of the year
01	522	1108	Unemployment	\$	500	To allocate funds to cover for Pay Disparity for the last 2 months of the year
01	525	1100	Salaries	\$	500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the year
01	526	1100	Salaries	\$	500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the year
01	527	1100	Salaries	\$	500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the year
01	527	1100	Salaries	\$	500	To allocate funds to cover for Pay Disparity for (1) Secretary for the last 2 months of the year
01	527	1100	Salaries	\$	1,200	To allocate funds to cover for Pay Disparity for (1) Planner I for the last 2 months of the year
01	527	1100	Salaries	\$	1,400	To allocate funds to cover for Pay Disparity for (1) Planner II for the last 2 months of the year
01	527	1100	Salaries	\$	1,700	To allocate funds to cover for Pay Disparity for (1) Planner III for the last 2 months of the year
01	527	1105	FICA	\$	400	To allocate funds to cover for Pay Disparity for the last 2 months of the year
01	527	1115	Retirement	\$	700	To allocate funds to cover for Pay Disparity for the last 2 months of the year
01	528	1100	Salaries	\$	500	To allocate funds to cover for Pay Disparity for (1) Admin Assistant for the last 2 months of the fiscal year
01	531	1100	Salaries	\$	500	To allocate funds to cover for the Pay Disparity for (1) Admin Assistant for the last 2 months of the fiscal year
01	531	1100	Salaries	\$	100	To allocate funds to cover for the Pay Disparity for (3) Permit Clerk for the last 2 months of the fiscal year
01	531	1105	FICA	\$	100	To allocate funds to cover for the Pay Disparity for the last 2 months of the fiscal year
01	531	1115	Retirement	\$	100	To allocate funds to cover for the Pay Disparity for the last 2 months of the fiscal year
01	511	1100	Salaries	\$	37,300	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	511	1105	FICA	\$	2,900	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	511	1106	Health Insurance	\$	5,000	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	511	1108	Unemployment	\$	200	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	511	1115	Retirement	\$	3,400	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	511	1114	Frontier	\$	700	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	511	1100	Salaries	\$	1,700	To allocate funds to cover increase base pay for (2) Accountants for the last 2 months of the fiscal year
01	511	1105	FICA	\$	200	To allocate funds to cover increase base pay for (2) Accountants for the last 2 months of the fiscal year
01	511	1115	Retirement	\$	200	To allocate funds to cover increase base pay for (2) Accountants for the last 2 months of the fiscal year
01	511	1100	Salaries	\$	(1,700)	To reclassify job title and adjust base pay for Accountant to Junior Accountant
01	511	1105	FICA	\$	(200)	To reclassify job title and adjust base pay for Accountant to Junior Accountant
01	511	1115	Retirement	\$	(200)	To reclassify job title and adjust base pay for Accountant to Junior Accountant
01	526	1100	Salaries	\$	(37,300)	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	526	1105	FICA	\$	(2,900)	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	526	1106	Health Insurance	\$	(5,000)	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	526	1108	Unemployment	\$	(200)	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	526	1115	Retirement	\$	(3,400)	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	526	1114	Frontier	\$	(700)	To ratify reclassification of Payroll Coordinator position from HR to Finance for the last 8 months of the fiscal year
01	510	1100	Salaries	\$	(60,900)	To eliminate (-1) Community Outreach Liaison
01	510	1105	FICA	\$	(4,700)	To eliminate (-1) Community Outreach Liaison
01	510	1106	Health Insurance	\$	(7,300)	To eliminate (-1) Community Outreach Liaison
01	510	1107	Workers Comp	\$	(300)	To eliminate (-1) Community Outreach Liaison
01	510	1108	Unemployment	\$	(300)	To eliminate (-1) Community Outreach Liaison
01	510	1114	Frontier	\$	(1,000)	To eliminate (-1) Community Outreach Liaison
01	510	1115	Retirement	\$	(7,300)	To eliminate (-1) Community Outreach Liaison
01	510	1100	Salaries	\$	(60,900)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1105	FICA	\$	(4,500)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1106	Health Insurance	\$	(7,400)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1107	Workers Comp	\$	(300)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1108	Unemployment	\$	(300)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1114	Frontier	\$	(1,000)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1115	Retirement	\$	(7,400)	To eliminate (-1) Strategic Planning and Policy Liasion
01	510	1100	Salaries	\$	(50,900)	To eliminate (-1) Pharr One Manager

01	510	1105	FICA	\$ (3,900)	To eliminate (-1) Pharr One Manager
01	510	1106	Health Insurance	\$ (7,400)	To eliminate (-1) Pharr One Manager
01	510	1107	Workers Comp	\$ (200)	To eliminate (-1) Pharr One Manager
01	510	1108	Unemployment	\$ (300)	To eliminate (-1) Pharr One Manager
01	510	1114	Frontier	\$ (1,000)	To eliminate (-1) Pharr One Manager
01	510	1115	Retirement	\$ (6,100)	To eliminate (-1) Pharr One Manager
01	510	1100	Salaries	\$ 25,000	To ratify addition of (1) FTE of Secretary
01	510	1105	FICA	\$ 1,900	To ratify addition of (1) FTE of Secretary
01	510	1106	Health Insurance	\$ 7,400	To ratify addition of (1) FTE of Secretary
01	510	1107	Workers Comp	\$ 200	To ratify addition of (1) FTE of Secretary
01	510	1108	Unemployment	\$ 200	To ratify addition of (1) FTE of Secretary
01	510	1114	Frontier	\$ 1,000	To ratify addition of (1) FTE of Secretary
01	510	1115	Retirement	\$ 3,000	To ratify addition of (1) FTE of Secretary
01	510	1100	Salaries	\$ 40,000	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1105	FICA	\$ 3,000	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1106	Health Insurance	\$ 7,400	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1107	Workers Comp	\$ 200	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1108	Unemployment	\$ 300	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1114	Frontier	\$ 1,000	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1115	Retirement	\$ 4,800	To ratify addition of (1) FTE of Events Assistant Manager
01	510	1100	Salaries	\$ 25,000	To ratify addition of (1) FTE of Event Specialist
01	510	1105	FICA	\$ 1,900	To ratify addition of (1) FTE of Event Specialist
01	510	1106	Health Insurance	\$ 7,400	To ratify addition of (1) FTE of Event Specialist
01	510	1107	Workers Comp	\$ 200	To ratify addition of (1) FTE of Event Specialist
01	510	1108	Unemployment	\$ 200	To ratify addition of (1) FTE of Event Specialist
01	510	1114	Frontier	\$ 1,000	To ratify addition of (1) FTE of Event Specialist
01	510	1115	Retirement	\$ 3,000	To ratify addition of (1) FTE of Event Specialist
01	510	1100	Salaries	\$ 43,500	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1105	FICA	\$ 3,300	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1106	Health Insurance	\$ 7,400	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1107	Workers Comp	\$ 200	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1108	Unemployment	\$ 300	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1114	Frontier	\$ 1,000	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1115	Retirement	\$ 5,200	To ratify addition of (1) FTE of Senior Executive Administrative Assistant allocattion for 9 months of the fiscal year
01	510	1100	Salaries	\$ 29,000	To ratify addition of (1) FTE of Admin Assistant
01	510	1105	FICA	\$ 2,200	To ratify addition of (1) FTE of Admin Assistant
01	510	1106	Health Insurance	\$ 7,400	To ratify addition of (1) FTE of Admin Assistant
01	510	1107	Workers Comp	\$ 100	To ratify addition of (1) FTE of Admin Assistant
01	510	1108	Unemployment	\$ 300	To ratify addition of (1) FTE of Admin Assistant
01	510	1114	Frontier	\$ 1,000	To ratify addition of (1) FTE of Admin Assistant
01	510	1115	Retirement	\$ 3,500	To ratify addition of (1) FTE of Admin Assistant
01	510	1100	Salaries	\$ 15,000	To ratify pay increase for (1) Assistant City Mananager
01	510	1105	FICA	\$ 1,200	To ratify pay increase for (1) Assistant City Mananager
01	510	1115	Retirement	\$ 1,800	To ratify pay increase for (1) Assistant City Mananager
01	510	1100	Salaries	\$ 15,000	To ratify pay increase for (1) Assistant City Mananager
01	510	1105	FICA	\$ 1,200	To ratify pay increase for (1) Assistant City Mananager
01	510	1115	Retirement	\$ 1,800	To ratify pay increase for (1) Assistant City Mananager
01	510	1100	Salaries	\$ 72,200	To ratify and add new Assistant City Manager salary for the last 5 months of the year
01	510	1105	FICA	\$ 5,500	To ratify and add new Assistant City Manager salary for the last 5 months of the year
01	510	1106	Health Insurance	\$ 3,000	To ratify and add new Assistant City Manager salary for the last 5 months of the year
01	510	1107	Workers Comp	\$ 700	To ratify and add new Assistant City Manager salary for the last 5 months of the year
01	510	1115	Retirement	\$ 8,700	To ratify and add new Assistant City Manager salary for the last 5 months of the year
01	510	1100	Salaries	\$ 5,000	To ratify pay increase to City Clerk position
01	510	1105	FICA	\$ 400	To ratify pay increase to City Clerk position

01	510	1108	Unemployment	\$	200	To ratify pay increase to City Clerk position
01	510	1115	Retirement	\$	600	To ratify pay increase to City Clerk position
01	512	1100	Salaries	\$	16,800	To reclassify job title and pay for (2) PD Deputy Chiefs to (2) PD Assistant Chiefs for the last 2 months of the fiscal year
01	512	1105	FICA	\$	1,400	To reclassify job title and pay for (2) PD Deputy Chiefs to (2) PD Assistant Chiefs for the last 2 months of the fiscal year
01	512	1107	Workers Comp	\$	900	To reclassify job title and pay for (2) PD Deputy Chiefs to (2) PD Assistant Chiefs for the last 2 months of the fiscal year
01	512	1115	Retirement	\$	2,200	To reclassify job title and pay for (2) PD Deputy Chiefs to (2) PD Assistant Chiefs for the last 2 months of the fiscal year
01	512	1100	Salaries	\$	(27,000)	To eliminate (-1) PD Assistant Chief
01	512	1105	FICA	\$	(2,100)	To eliminate (-1) PD Assistant Chief
01	512	1107	Workers Comp	\$	(1,400)	To eliminate (-1) PD Assistant Chief
01	512	1115	Retirement	\$	(3,300)	To eliminate (-1) PD Assistant Chief
01	515	1100	Salaries	\$	5,000	To increase base pay for (1) Fire Assistant Chief for the last two months of the fiscal year
01	515	1105	FICA	\$	400	To increase base pay for (1) Fire Assistant Chief for the last two months of the fiscal year
01	515	1107	Workers Comp	\$	100	To increase base pay for (1) Fire Assistant Chief for the last two months of the fiscal year
01	515	1115	Retirement	\$	600	To increase base pay for (1) Fire Assistant Chief for the last two months of the fiscal year
01	527	1100	Salaries	\$	25,000	To ratify reclassification in job title and pay from Commercial Industrial Dev Spec to Development Assistance Specialist
01	527	1105	FICA	\$	2,000	To ratify reclassification in job title and pay from Commercial Industrial Dev Spec to Development Assistance Specialist
01	527	1115	Retirement	\$	3,000	To ratify reclassification in job title and pay from Commercial Industrial Dev Spec to Development Assistance Specialist
01	528	1100	Salaries	\$	25,000	To ratify base pay increase for City Engineer
01	528	1105	FICA	\$	2,000	To ratify base pay increase for City Engineer
01	528	1115	Retirement	\$	3,000	To ratify base pay increase for City Engineer
1	510	1100	Salaries	\$	17,600	To ratify addition of (10) Part-Time Interns
01	510	1100	Salaries	\$	64,000	To ratify addition of (2) FTE Support Analyst
01	510	1105	FICA	\$	4,800	To ratify addition of (2) FTE Support Analyst
01	510	1106	Health Insurance	\$	14,800	To ratify addition of (2) FTE Support Analyst
01	510	1107	Workers Comp	\$	300	To ratify addition of (2) FTE Support Analyst
01	510	1108	Unemployment	\$	200	To ratify addition of (2) FTE Support Analyst
01	510	1114	Frontier	\$	2,000	To ratify addition of (2) FTE Support Analyst
01	510	1115	Retirement	\$	7,800	To ratify addition of (2) FTE Support Analyst
01	510	1100	Salaries	\$	20,000	To ratify X -Mas Bonuses paid in December 2023
01	510	1105	FICA	\$	1,600	To ratify X -Mas Bonuses paid in December 2023
01	510	1108	Unemployment	\$	100	To ratify X -Mas Bonuses paid in December 2023
01	510	1115	Retirement	\$	2,400	To ratify X -Mas Bonuses paid in December 2023
01	511	1100	Salaries	\$	12,000	To ratify X -Mas Bonuses paid in December 2023
01	511	1105	FICA	\$	1,000	To ratify X -Mas Bonuses paid in December 2023
01	511	1115	Retirement	\$	1,500	To ratify X -Mas Bonuses paid in December 2023
01	512	1100	Salaries	\$	164,000	To ratify X -Mas Bonuses paid in December 2023
01	512	1105	FICA	\$	12,600	To ratify X -Mas Bonuses paid in December 2023
01	512	1108	Unemployment	\$	100	To ratify X -Mas Bonuses paid in December 2023
01	512	1115	Retirement	\$	20,300	To ratify X -Mas Bonuses paid in December 2023
01	513	1100	Salaries	\$	4,000	To ratify X -Mas Bonuses paid in December 2023
01	513	1105	FICA	\$	400	To ratify X -Mas Bonuses paid in December 2023
01	513	1115	Retirement	\$	500	To ratify X -Mas Bonuses paid in December 2023
01	514	1100	Salaries	\$	7,000	To ratify X -Mas Bonuses paid in December 2023
01	514	1105	FICA	\$	600	To ratify X -Mas Bonuses paid in December 2023
01	514	1115	Retirement	\$	900	To ratify X -Mas Bonuses paid in December 2023
01	515	1100	Salaries	\$	86,000	To ratify X -Mas Bonuses paid in December 2023
01	515	1105	FICA	\$	6,600	To ratify X -Mas Bonuses paid in December 2023
01	515	1115	Retirement	\$	10,600	To ratify X -Mas Bonuses paid in December 2023
01	517	1100	Salaries	\$	37,000	To ratify X -Mas Bonuses paid in December 2023

01	517	1105	FICA	\$ 2,900	To ratify X -Mas Bonuses paid in December 2023
01	517	1115	Retirement	\$ 4,500	To ratify X -Mas Bonuses paid in December 2023
01	518	1100	Salaries	\$ 32,000	To ratify X -Mas Bonuses paid in December 2023
01	518	1105	FICA	\$ 2,500	To ratify X -Mas Bonuses paid in December 2023
01	518	1115	Retirement	\$ 4,000	To ratify X -Mas Bonuses paid in December 2023
01	519	1100	Salaries	\$ 10,000	To ratify X -Mas Bonuses paid in December 2023
01	519	1105	FICA	\$ 800	To ratify X -Mas Bonuses paid in December 2023
01	519	1115	Retirement	\$ 1,300	To ratify X -Mas Bonuses paid in December 2023
01	520	1100	Salaries	\$ 25,500	To ratify X -Mas Bonuses paid in December 2023
01	520	1105	FICA	\$ 2,000	To ratify X -Mas Bonuses paid in December 2023
01	520	1115	Retirement	\$ 2,600	To ratify X -Mas Bonuses paid in December 2023
01	521	1100	Salaries	\$ 4,000	To ratify X -Mas Bonuses paid in December 2023
01	521	1105	FICA	\$ 400	To ratify X -Mas Bonuses paid in December 2023
01	521	1115	Retirement	\$ 500	To ratify X -Mas Bonuses paid in December 2023
01	522	1100	Salaries	\$ 165,000	To ratify X -Mas Bonuses paid in December 2023
01	522	1105	FICA	\$ 12,700	To ratify X -Mas Bonuses paid in December 2023
01	522	1107	Workers Comp	\$ -	To ratify X -Mas Bonuses paid in December 2023
01	522	1108	Unemployment	\$ 100	To ratify X -Mas Bonuses paid in December 2023
01	522	1115	Retirement	\$ 9,900	To ratify X -Mas Bonuses paid in December 2023
01	523	1100	Salaries	\$ 2,000	To ratify X -Mas Bonuses paid in December 2023
01	523	1105	FICA	\$ 200	To ratify X -Mas Bonuses paid in December 2023
01	523	1115	Retirement	\$ 300	To ratify X -Mas Bonuses paid in December 2023
01	525	1100	Salaries	\$ 39,000	To ratify X -Mas Bonuses paid in December 2023
01	525	1105	FICA	\$ 3,000	To ratify X -Mas Bonuses paid in December 2023
01	525	1108	Unemployment	\$ 100	To ratify X -Mas Bonuses paid in December 2023
01	525	1115	Retirement	\$ 4,900	To ratify X -Mas Bonuses paid in December 2023
01	526	1100	Salaries	\$ 10,000	To ratify X -Mas Bonuses paid in December 2023
01	526	1105	FICA	\$ 800	To ratify X -Mas Bonuses paid in December 2023
01	526	1115	Retirement	\$ 1,300	To ratify X -Mas Bonuses paid in December 2023
01	527	1100	Salaries	\$ 7,000	To ratify X -Mas Bonuses paid in December 2023
01	527	1105	FICA	\$ 600	To ratify X -Mas Bonuses paid in December 2023
01	527	1108	Unemployment	\$ 100	To ratify X -Mas Bonuses paid in December 2023
01	527	1115	Retirement	\$ 900	To ratify X -Mas Bonuses paid in December 2023
01	528	1100	Salaries	\$ 10,000	To ratify X -Mas Bonuses paid in December 2023
01	528	1105	FICA	\$ 800	To ratify X -Mas Bonuses paid in December 2023
01	528	1115	Retirement	\$ 1,300	To ratify X -Mas Bonuses paid in December 2023
01	531	1100	Salaries	\$ 17,500	To ratify X -Mas Bonuses paid in December 2023
01	531	1105	FICA	\$ 1,500	To ratify X -Mas Bonuses paid in December 2023
01	531	1108	Unemployment	\$ 100	To ratify X -Mas Bonuses paid in December 2023
01	531	1115	Retirement	\$ 2,100	To ratify X -Mas Bonuses paid in December 2023
01	532	1100	Salaries	\$ 9,500	To ratify X -Mas Bonuses paid in December 2023
01	532	1105	FICA	\$ 800	To ratify X -Mas Bonuses paid in December 2023
01	532	1108	Unemployment	\$ -	To ratify X -Mas Bonuses paid in December 2023
01	532	1115	Retirement	\$ 1,200	To ratify X -Mas Bonuses paid in December 2023
01	510	1107	Insurance	\$ (3,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	511	1107	Insurance	\$ (300)	To reallocate funds to cover for annual TML liability between proper accounts
01	512	1107	Insurance	\$ (67,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	513	1107	Insurance	\$ (300)	To reallocate funds to cover for annual TML liability between proper accounts
01	515	1107	Insurance	\$ (30,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	517	1107	Insurance	\$ (24,000)	To reallocate funds to cover for annual TML liability between proper accounts

01	522	1107	Insurance	\$	(30,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	523	1107	Insurance	\$	100	To reallocate funds to cover for annual TML liability between proper accounts
01	526	1107	Insurance	\$	(1,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	528	1107	Insurance	\$	(1,600)	To reallocate funds to cover for annual TML liability between proper accounts
01	531	1107	Insurance	\$	(2,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	532	1107	Insurance	\$	(400)	To reallocate funds to cover for annual TML liability between proper accounts
01	510	5532	Insurance	\$	3,000	To reallocate funds to cover for annual TML liability between proper accounts
01	511	5532	Insurance	\$	300	To reallocate funds to cover for annual TML liability between proper accounts
01	512	5532	Insurance	\$	67,000	To reallocate funds to cover for annual TML liability between proper accounts
01	513	5532	Insurance	\$	300	To reallocate funds to cover for annual TML liability between proper accounts
01	515	5532	Insurance	\$	30,000	To reallocate funds to cover for annual TML liability between proper accounts
01	517	5532	Insurance	\$	24,000	To reallocate funds to cover for annual TML liability between proper accounts
01	522	5532	Insurance	\$	30,000	To reallocate funds to cover for annual TML liability between proper accounts
01	523	5532	Insurance	\$	(100)	To reallocate funds to cover for annual TML liability between proper accounts
01	526	5532	Insurance	\$	1,000	To reallocate funds to cover for annual TML liability between proper accounts
01	528	5532	Insurance	\$	1,600	To reallocate funds to cover for annual TML liability between proper accounts
01	531	5532	Insurance	\$	2,000	To reallocate funds to cover for annual TML liability between proper accounts
01	532	5532	Insurance	\$	400	To reallocate funds to cover for annual TML liability between proper accounts
01	511	5530	Contractual Services	\$	90,000	To ratify CFO services for the last 6 months of the year
01	518	8804	Other Equipment	\$	(300,000)	To reallocate funds to cover for other expenses
01	526	8804	Other Equipment	\$	(50,000)	To reallocate funds to cover for other expenses
01	530	9906	Audit Fee	\$	34,000	To reallocate funds to cover for audit fees
01	530	9926-002	Mayor Events	\$	80,000	To reallocate funds for future events
01	530	9980-63	Transfer out - Fiber Optic	\$	1,295,000	To reallocate funds to cover for teampharr.net expenses
01	530	9980-086	Transfer out - PEDC	\$	249,400	To reallocate funds to cover for teampharr.net construction
01	530	9973	Storm Event	\$	44,000	To reallocate funds to cover for storm debris not in the budget
01	530	5509	Sponsorship	\$	35,000	To reallocate funds to cover for non budgeted sponsorships
01	530	9938-007	City Events - Miss Pharr Hub-phest	\$	(20,000)	To reallocate funds to cover for other events
01	530	9938-004	City Events - Veterans	\$	(20,000)	To reallocate funds to cover for other events
01	530	9938-001	Employee Christmas party	\$	40,000	To add funds to cover for events
01	530	9938-002	City Festivals - Christmas	\$	19,300	To add funds to cover for events
01	530	9938-008	City Festivals - New Year	\$	122,000	To add funds to cover for events
01	530	9938-010	City Festivals - Halloween	\$	6,100	To add funds to cover for events
01	530	9938-011	City Festivals - City Birthday	\$	1,000	To add funds to cover for events
01	530	9938-012	City Festivals - Sparta Run	\$	4,200	To add funds to cover for events
01	530	9938-014	City Event - Night Under the Stars	\$	31,000	To add funds to cover for events
01	530	9938-015	City Event - Say I do	\$	5,400	To add funds to cover for events
01	530	9980-30	Transfer Out-CDBG	\$	2,400	To transfer funds to pay for X-Mas bonuses
01	530	9980-55	Transfer Out-City Garage	\$	3,500	To transfer funds to pay for X-Mas bonuses
01	530	9980-60	Transfer Out-Utility	\$	78,500	To transfer funds to pay for X-Mas bonuses
01	530	9980-62	Transfer Out-EMS	\$	71,500	To transfer funds to pay for X-Mas bonuses and cover pay disparity
01	530	9980-63	Transfer Out - Fiber	\$	1,300	To transfer funds to pay for X-Mas bonuses
01	530	9980-70	Transfer Out-Bridge	\$	24,000	To transfer funds to pay for X-Mas bonuses
01	530	9980-75	Transfer Out-Golf	\$	21,700	To transfer funds to pay for X-Mas bonuses
			Total Expenditures Increase/(Decrease)	\$	3,010,400	
			NET EFFECT ON GENERAL FUND:	\$	2,920,400	
				\$	(1,000,000)	<---Available from Original Budget Surplus
				\$	1,920,400	<---Cash Available in Bank Account
CDBG						
REVENUES:						
30	4	4-4883-01	Transfer IN-GF	\$	(2,400)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$	(2,400)	

EXPENSES:					
30	52600	1100	Salaries	\$ 2,000	To ratify X-Mas Bonus paid in December 2023
30	52600	1105	FICA	\$ 200	To ratify X-Mas Bonus paid in December 2023
30	52600	1115	Retirement	\$ 200	To ratify X-Mas Bonus paid in December 2023
			Total Expenditures Increase/(Decrease)	\$ 2,400	
			NET EFFECT ON CDBG	\$ -	<--No net effect
ARPA FUND					
REVENUES:					
33					
			Total Revenues (Increase)/Decrease	\$ -	
EXPENSES:					
33					
33					
			Total Expenditures Increase/(Decrease)	\$ -	
			NET EFFECT ON ARPA FUND	\$ -	
GENERAL CIP					
REVENUES:					
40	4	4715-15	Interlocal - Safety Pedestrians	\$ (477,200)	To allocate funds not included in the budget
40	4	4883-50	Transfer IN - CIP	\$ (1,908,600)	To allocate funds from Tax notes 2023
			Total Revenues (Increase)/Decrease	\$ (2,385,800)	
EXPENSES:					
40	51000	8898-003	Land	\$ 1,908,600	To allocate funds for vaquero land purchase
40	51700	8821-000	Safety Pedestrians	\$ 477,200	To allocate funds not included in the budget
			Total Expenditures Increase/(Decrease)	\$ 2,385,800	
			NET EFFECT ON GENERAL CIP	\$ -	
DEBT SERVICE					
REVENUES:					
			Total Revenues (Increase)/Decrease	\$ -	
EXPENSES:					

50	51000	9980-001	Transfer out - General Fund	\$	90,000	To ratify CFO services for the last 6 months of the year
50	51000	9980-040	Transfer out - CIP	\$	1,900,000	To allocate amount from Tax Notes 2023 To purchase land
			Total Expenditures Increase/(Decrease)	\$	1,990,000	
			NET EFFECT ON DEBT SERVICE	\$	(1,990,000)	<---Available Cash on Hand - Tax Notes 2023
CITY GARAGE						
REVENUES:						
55	4	4-4883-01	Transfer IN-GF	\$	(3,500)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$	(3,500)	
EXPENSES:						
55	53500	1100	Salaries	\$	3,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
55	53500	1105	FICA	\$	200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
55	53500	1115	Retirement	\$	300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Expenditures Increase/(Decrease)	\$	3,500	
			NET EFFECT ON CITY GARAGE	\$	-	<---No Effect
UTILITY FUND						
REVENUES:						
60	4	4883-01	Transfer In - General Fund	\$	(78,500)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	\$	(78,500)	

EXPENSES:					
60	58100	1100	Salaries	\$ 1,600	To allocate funds to cover for the Pay Disparity for (1) Utility Billing Manager for the last 2 months of the year
60	58100	1100	Salaries	\$ 700	To allocate funds to cover for the Pay Disparity for (1) Utility Billing Supervisor for the last 2 months of the year
60	58100	1100	Salaries	\$ 2,700	To allocate funds to cover for the Pay Disparity for (4) Billing Coordinator for the last 2 months of the year
60	58100	1100	Salaries	\$ 700	To allocate funds to cover for the Pay Disparity for (1) Lead Cashier for the last 2 months of the year
60	58100	1100	Salaries	\$ 5,200	To allocate funds to cover for the Pay Disparity for (6) Utility Billing Cashier for the last 2 months of the year
60	58100	1105	FICA	\$ 800	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
60	58100	1108	Unemployment	\$ 300	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
60	58100	1115	Retirement	\$ 1,300	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
60	58200	1100	Salaries	\$ 500	To allocate funds to cover for the Pay Disparity for (1) Admin Assistant for the last 2 months of the year
60	58200	1105	FICA	\$ 100	To allocate funds to cover for the Pay Disparity for (1) Admin Assistant for the last 2 months of the year
60	58200	1115	Retirement	\$ 100	To allocate funds to cover for the Pay Disparity for (1) Admin Assistant for the last 2 months of the year
60	58400	1100	Salaries	\$ 7,900	To allocate funds to cover for the Pay Disparity for (18) Public Utilities Labor for the last 2 months of the year
60	58400	1105	FICA	\$ 500	To allocate funds to cover for the Pay Disparity for (18) Public Utilities Labor for the last 2 months of the year
60	58400	1108	Unemployment	\$ 200	To allocate funds to cover for the Pay Disparity for (18) Public Utilities Labor for the last 2 months of the year
60	58400	1115	Retirement	\$ 1,000	To allocate funds to cover for the Pay Disparity for (18) Public Utilities Labor for the last 2 months of the year
60	58100	1100	Salaries	\$ 12,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1105	FICA	\$ 1,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1115	Retirement	\$ 1,400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1100	Salaries	\$ 10,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1105	FICA	\$ 800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1115	Retirement	\$ 1,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1100	Salaries	\$ 24,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1105	FICA	\$ 1,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1115	Retirement	\$ 2,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1100	Salaries	\$ 19,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1105	FICA	\$ 1,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1115	Retirement	\$ 2,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1100	Salaries	\$ (23,600)	To Reallocate funds to cover for Pay Disparities
Total Expenditures Increase/(Decrease)				\$ 78,500	
NET EFFECT ON UTILITY FUND:				\$ -	<---No Effect
EMS					
REVENUES:					
62	4	4883-01	Transfer In-General Fund	\$ (71,500)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
Total Revenues (Increase)/Decrease				\$ (71,500)	
EXPENSES:					
62	52500	1100	Salaries	\$ 59,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1105	FICA	\$ 4,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1115	Retirement	\$ 6,800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1100	Salaries	\$ 500	To allocate funds to cover for the Pay Disparity for (1) Secretary for the last 2 months of the year
62	52500	1100	Salaries	\$ 500	To allocate funds to cover for the Pay Disparity for (1) Admin Assistant for the last 2 months of the year
62	52500	1105	FICA	\$ 100	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
62	52500	1115	Retirement	\$ 100	To allocate funds to cover for the Pay Disparity for the last 2 months of the year

			Total Expenditures Increase/(Decrease)	\$ 71,500	
			NET EFFECT ON EMS:	\$ -	<---No Effect
FIBER/TEAMPHARR.NET					
REVENUES:					
63	4	4883-01	Transfer in - General fund	\$ (1,300)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
63	4	4883-01	Transfer in - General fund	\$ (1,295,000)	To transfer and allocate funds for Teampharr.net operations
			Total Revenues (Increase)/Decrease	\$ (1,296,300)	
63	51800	1100	Salaries	\$ 1,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
63	51800	1105	FICA	\$ 200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
63	51800	1115	Retirement	\$ 100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
63	51800	5530	Contractual Services	\$ 1,295,000	To allocate funds for Teampharr.net operations
			Total Expenditures Increase/(Decrease)	\$ 1,296,300	
			NET EFFECT ON TEAMPHARR.NET FUND:	\$ -	<---No Effect
BRIDGE FUND					
REVENUES:					
70	4	4883-01	Transfer In-General Fund	\$ (24,000)	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	4	4662	Bridge Toll Revenues	\$ (53,600)	To reflect increase in toll collections
			Total Revenues (Increase)/Decrease	\$ (77,600)	
EXPENSES:					
70	51000	1100	Salaries	\$ 20,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1105	FICA	\$ 1,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1115	Retirement	\$ 2,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1100	Salaries	\$ 2,500	To allocate funds to cover for the Pay Disparity for (3) Supervisors for the last 2 months of the year
70	51000	1100	Salaries	\$ 6,300	To allocate funds to cover for the Pay Disparity for (11) Toll Collectors for the last 2 months of the year
70	51000	1105	FICA	\$ 600	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
70	51000	1108	Unemployment	\$ 300	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
70	51000	1115	Retirement	\$ 1,000	To allocate funds to cover for the Pay Disparity for the last 2 months of the year
70	51000	1100	Salaries	\$ 28,400	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
70	51000	1105	FICA	\$ 2,200	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
70	51000	1106	Health Insurance	\$ 7,400	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
70	51000	1107	Workers Comp	\$ 200	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
70	51000	1108	Unemployment	\$ 300	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
70	51000	1114	Frontier	\$ 1,000	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
70	51000	1115	Retirement	\$ 3,400	To ratify addition of (1) FTE of International Business Development Manager for 4 months of the fiscal year
			Total Expenditures Increase/(Decrease)	\$ 77,600	

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

GOLF FUND						
REVENUES:						
75	4	4883-01	Transfer In-General Fund	\$ (21,700)	To ratify and allocate funds for Employee Christmas Bonuses including benefits	
75	4	4883-50	Transfer In-Debt Service	\$ (179,000)	To allocate funds from Tax notes 2023 for sprinkler system	
75	4	4880	Financing/Debt	\$ 500,000	To remove budget amount for debt originally budget	
			Total Revenues (Increase)/Decrease	\$ 299,300		
EXPENSES:						
75	51000	1100	Salaries	\$ 18,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits	
75	51000	1105	FICA	\$ 1,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits	
75	51000	1115	Retirement	\$ 1,700	To ratify and allocate funds for Employee Christmas Bonuses including benefits	
75	51000	8805	Site Improvement	\$ 179,000	To allocate funds for sprinkler system	
75	51000	8805	Site Improvement	\$ (500,000)	To remove budget amount for debt originally budget	
			Total Expenditures Increase/(Decrease)	\$ (299,300)		
			NET EFFECT ON GOLF FUND:	\$ -	<---No Effect	
PEDC FUND						
REVENUES:						
86	4	4883-01	Transfer In-General fund	\$ (249,400)	To ratify and allocate funds for TeamPharr.Net Expenses	
			Total Revenues (Increase)/Decrease	\$ (249,400)		
EXPENSES:						
86	51000	8804	Capital Outlay	\$ 249,400	To ratify and allocate funds for TeamPharr.Net Expenses	
			Total Expenditures Increase/(Decrease)	\$ 249,400		
			NET EFFECT ON PEDC FUND:	\$ -	<---No Effect	



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: June 26, 2024

MEETING DATE: July 1, 2024

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, to Amend the Employee's Mission Square 457(b) Deferred Compensation Retirement Plan to permit loans. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The amendment will allow employees to borrow against their own money.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez

Created/Initiated - 6/26/2024

Veronica Ramirez

Approved - 6/26/2024

Ricardo Rodriguez

Approved - 6/27/2024

Jamison Merrick

Approved - 6/27/2024

City Management Office

Final Approval - 6/27/2024

TABLE OF CONTENTS

Introduction and Summary Instructions 2
Basic information and instructions for implementing your plan’s loan program.

Loan Guidelines Agreement Instructions 3
Important information and instructions for completing the Loan Guidelines Agreement

Loan Guidelines Agreement 7
Complete this agreement to establish the guidelines for your plan’s loan program.

Maximum Loan Amount Worksheet 13
Use this worksheet to calculate the maximum loan amount that a participant is eligible to receive.

Suggested Resolution 14
For use by plans whose governing body requires that a resolution be passed.

457(b) Plan Loan Administration Agreement 15
457(b) Plans Only. If you have multiple 457(b) plan providers, you must complete and return this document to MissionSquare Retirement.

Loan Amendment – 401(a) Plans Only 16
401(a) Plans Only. If you are amending your existing plan to add a loan program, you must complete and return this document to MissionSquare.

Loan Amendment – 403(b) Plans Only 17
403(b) Plans Only. If you are amending your existing plan to add a loan program, you must complete and return this document to MissionSquare.

INTRODUCTION AND SUMMARY INSTRUCTIONS FOR 457(b), 401(a), AND 403(b) PLAN SPONSORS

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, MissionSquare Retirement will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to MissionSquare.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your MissionSquare 457(b) or 401(a) plan.

STEP 1: Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.

STEP 2: Complete the *Loan Guidelines Agreement*.

STEP 3: Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.

STEP 4: Complete the following documents (if applicable)

- **457(b) Plan Loan Administration Agreement** – If you have multiple 457(b) plan providers, you must complete and return this document to MissionSquare.
- **Loan Amendment [401(a)/403(b) Plans Only]** – If you are amending your existing 401(a)/403(b) plan to add loan provisions, you must complete and return this document to MissionSquare.

STEP 5: Return copies of the following documents to MissionSquare (please be sure to submit all pages and retain the originals for your records):

- *Loan Guidelines Agreement*
- *Loan Amendment to the 401(a) Plan Adoption Agreement (if applicable)*
- *457(b) Plan Loan Administration Agreement (if applicable)*
- *Suggested Resolution (if applicable)*

Email to:

PlanAdoptionServices@icmarc.org

OR

Mail to:

MissionSquare Retirement
 ATTN: Workflow Management Team
 P.O. Box 96220
 Washington, DC 20090-6220

STEP 6: Please allow 5–7 business days for MissionSquare to establish your plan's loan program.

Please retain original copies of any documents you return to MissionSquare for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

The information in this packet is intended to assist you with implementing a loan program within your MissionSquare Retirement 457(b), 401(a), or 403(b) plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in other purposes designated by you, The Employer?
- How many loans will participants be allowed to have outstanding at one time? (*up to five*)
- How long will participants have to repay a loan used to purchase a new primary residence? (*up to 30 years*)
- How will participants repay their loans? (*payroll deduction, ACH payments from their bank accounts, or both*)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section 1: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your MissionSquare plan number.

Section 2: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source – Use this section to specify the sources that will be available for participant loans.

Section 3: Loan Purpose

Specify whether loans may be taken for (A) All Purposes or (B) Other Purposes (*You will be responsible for approval of all loan requests.*).

(A) All Purposes

(B) Other Purposes

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section 4: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section 5: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: *If you select Payroll Deduction as a repayment option for your participants in Section VIII, each loan repayment for each pay period must be accounted for separately. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.*

Section 6: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on MissionSquare's Account Access website can also be used to calculate a participant's maximum loan amount.

Section 7: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to MissionSquare. Loan repayments may not be made directly to MissionSquare by the participant, unless you choose ACH debit as a repayment option in Section VIII.

Section 8: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method – You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** – With this option, you will include the loan repayment detail when you remit contribution detail to MissionSquare via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **Automated Clearing House (ACH)** – With this option, participants authorize MissionSquare to debit loan repayments directly from the participant's bank account via ACH. This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction. The ACH repayment options are bi-weekly and monthly.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section 9: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section 10: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section 11: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by MissionSquare as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section 12: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section 13: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section 14: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section 15: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

Timing

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

Consequences of Deemed Distributed Loans (Employers)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs – a high occurrence of deemed distributed loans, and/or program participants in default, for example – may be disqualified (in the case of 401(a)/403(b) plans) or classified as ineligible (for 457(b) plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program associated with their retirement plan, regardless of the provisions governing the loan program.

Consequences of Deemed Distributed Loans (Participants)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section 16: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section 17: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals | 457(b) Plans Only

457(b) Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal regulations under Section 457(b) of the Code require that an emergency withdrawal be a resource of the "last resort." If the participant is able to take a loan or refinance a current loan from your MissionSquare 457(b) plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457(b) regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity | Applies to Some 401(a)/403(b) Plans Only

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by MissionSquare no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including "co-administered" or "co-provider" plans, MissionSquare will administer your loan program in your plan(s) with MissionSquare, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457(b) deferred compensation, 403(b) and section 401(a) qualified plan). The degree of your involvement will depend on your situation.

1. Multiple Plans

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

Participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the "honor system" when they enter other loan amounts; MissionSquare is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by MissionSquare, our online program will take them into account.

2. Single Retirement Plan/Multiple Providers

If you have adopted a single retirement plan with one master plan document under which MissionSquare and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. Multiple Types of Retirement Plans/Multiple Providers

If you make loans available to your employees from all of your retirement plans (e.g. Section 457(b) deferred compensation plan, 403(b) and Section 401(a) qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401(a), 403(b), and 457(b) plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401(a), 403(b), or 457(b) plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

- The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.
- Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program **OR** ☐ Amendment to Loan Program

1 EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state):

City of Pharr

Plan Type: ☒ 457(b) Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401(a) Profit-Sharing Plan ☐ 403(b) Retirement Plan

MissionSquare Plan Number(s): 30-2087

2 ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401(a)/403(b) Plans – If your 401(a)/403(b) plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ Employer Contribution Account (vested balances only)
- ☒ Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Roll-In, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) – If your 457(b), 403(b), or 401(a)(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☐ A participant's Designated Roth Account will not be available as a source for loans under the plan (default option)
- ☐ A participant's Designated Roth Account will be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

3 LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☐ **All Purposes** – With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Other Purposes** – With this option, loans shall only be granted for reasons that are defined and approved by the plan. Participants will be able to request new loans or refinance existing loans using the Online Loans option. Please define purposes below and attach additional pages if needed.

4 APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section 3 above (Loan Purpose).

(A) All Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: www.icmarc.org
- The participant agrees to the terms of the loan during the online loan request process.
- MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

(B) Other Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: www.icmarc.org
- The participant agrees to the terms of the loan during the online loan request process.
- The Employer must review and approve the loan via EZLink.
- If approved, MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

The loan amount will generally be redeemed from the employee's account on the same day as either MissionSquare receipt of a loan request/application (complete and in good order), if it is submitted prior to market close on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan proceeds for an all purpose loan is generally issued on the next business day following redemption, and will be sent to the participant based on their option during the loan application process.

5 MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per time period defined in the plan document (e.g., calendar or plan year). Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. Maximum number of loans is one (1) by default. If you want to allow a different amount, enter a value of 1 through 5 in the Other Section.

- ☐ **One (1).** Participants may have only one (1) outstanding loan at a time (default).
- ☒ **Other.** Participants may have up to 2 (enter 2, 3, or 4) loans outstanding at one time.
- ☐ **Other 403(b) ONLY.** Participants with outstanding legacy loans may have one outstanding loan other than the legacy loans.

6 LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan and all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b)(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a)/403(b) plans) shall not exceed the lesser of:

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

7 LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 15 (Enter a number of years, up to 30)

8 LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to MissionSquare, are repaid to participant accounts and not to MissionSquare. You can allow repayments to be made via payroll deduction or ACH payments from a participant's bank account. Loan repayments must be made at least monthly [457(b)] or quarterly [401(a)/403(b)].

Repayment Method (Select One):

For 457(b) and 401(a) or (k) plans: ☐ ACH **OR** ☒ Payroll Deduction

403(b) plans loan repayments can only be paid by ACH.*

**ACH Payment Rejected Fee – If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency:

For Payroll Deduction: Repayments through payroll deduction will be sent via check, wire or ACH debit by the Employer to MissionSquare on the following cycle (Select One):

- ☐ Weekly (52 per year) ☒ Bi-weekly (26 per year) ☐ Semi-monthly (24 per year) ☐ Monthly (12 per year)
☐ Quarterly (4 per year) – Available to 401(a) only.

For ACH (Select One): ☐ Monthly (12 per year) ☐ Bi-weekly (26 per year)

Next two payroll dates: MM/DD/YYYY and MM/DD/YYYY

Initiating Repayments: ACH debits from the employee's designated bank account will begin approximately one month following the date the loan is processed by MissionSquare.

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments: All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off: A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Loans in Default: Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans: If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to MissionSquare.

8 LOAN REPAYMENT PROCESS (CONTINUED)

Former Employees and Leave of Absence: Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to MissionSquare.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue: In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck – even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

MissionSquare will notify both you and the employee if a payment has not been received.

9 LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using Money Cafe (prime rate) and Citi Mortgage (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

10 SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

11 ACCELERATION (SELECT ONE)

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☒ **Separation from service.** All loan repayments must stop following an employee separating from service.
- ☐ **Distribution of his/her entire account balance.** employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

12 REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond (the number of years specified in Section 7) years from the date the loan was originally issued.

Participants can use a loan reamortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

13 REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants may elect to refinance an outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section 6, provided that the participant has not yet taken out a loan during the calendar year. Participants no longer employed are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

14 REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

15 DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, MissionSquare will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. MissionSquare is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

16 FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

17 SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this *(Day of the Month)* day of *(Month)* _____, 20____ *(Year)*.

EMPLOYER

By: _____

Title: _____

Attest: _____

The Maximum Loan Amount is automatically calculated for you when applying online via Account Access.

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457(b), 401(a) qualified, or 403(b) plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000 (the lesser of the two amounts).

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

Maximum Loan Amount Worksheet		
WORKSHEET TEMPLATE		EXAMPLE (using numbers from Example 3 above)
1) Enter 50% of your total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter your highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount you are eligible to receive as a new loan or loan refinance.	4) \$ _____ 0.00 (maximum loan amount)	4) \$35,000

Suggested Resolution for a Legislative Body Relating to Amending a Retirement Plan to Permit Loans

401(a) Money Purchase Plan # **10** _____401(a) Profit-Sharing Plan # **10** _____457(b) Deferred Compensation Plan # **30** _____403(b) Retirement Plan # **40** _____

Name of Employer: _____

State: _____

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, _____, Clerk of the (City, County, etc.) of _____, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) _____, was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of _____ at a regular meeting thereof assembled this _____ day of _____, 20_____, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Clerk of the (City, County, etc.): _____

Photographically reproducible
Notary Seal or Stamp

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org

OR

Mail to: MissionSquare Retirement
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

457(b) Plan Loan Administration Agreement

This Agreement is not required if you have 1) only one 457(b) plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. The Agreement only applies if you have adopted a single 457(b) plan document under which MissionSquare Retirement and one or more other provider(s) must operate. Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the MissionSquare Retirement (MissionSquare) and the Employer.

The Employer currently sponsors a section 457(b) deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by MissionSquare will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the MissionSquare administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's MissionSquare-administered account balance.
- (3) All loan repayments must be made to the participant's MissionSquare-administered account for the life of the loan.

AGREED as of the _____ day of _____, 20_____:

Name of Employer: _____ State: _____

Employer Plan Number: **30** _____

Authorized Official (Print Name): _____

Signature of Authorized Official: _____

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org **OR** Mail to: MissionSquare Retirement
 ATTN: Workflow Management Team
 P.O. Box 96220
 Washington, DC 20090-6220

MISSIONSQUARE RETIREMENT GOVERNMENTAL 401(a) PLAN & TRUST AMENDMENT TO ADD LOANS

- I. Name of Employer: _____ State: _____
- II. MissionSquare Plan # **10** _____
- III. Loans are permitted under the plan, as provided in Article XIII of the Adoption Agreement and in the executed *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on

this _____ day of _____, 20_____.

EMPLOYER

By: _____

Title: _____

Attest: _____

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org

OR

Mail to: MissionSquare Retirement
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

**NATIONAL BENEFITS SERVICES NON-ERISA 403(b) VOLUME SUBMITTER PLAN 403(b) AMENDMENT
TO ADD LOANS**

- I. Name of Employer: _____ State: _____
- II. MissionSquare Plan # **40** _____
- III. Loans are permitted under the plan, as provided in Article VII of the NBS Adoption Agreement and in the executed MissionSquare *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on

this _____ day of _____, 20_____.

EMPLOYER

By: _____

Title: _____

Attest: _____

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org **OR** Mail to: MissionSquare Retirement
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: June 24, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into fee negotiations and scope of services with SAM-CS from Austin, Texas to conduct Inspection, Testing and Construction Management Services (CEI) for the I-Rd Project. **(TABLED)** This item supports IF - Infrastructure.

Classification: Regular

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

Issue: On April 8, 2024, the Purchasing Department received three (3) Proposals for the above reference project. The City of Pharr requested proposals for conducting professional engineering services for inspection, material testing and construction management for the I-Rd construction project. Based on the review made by the City's evaluation committee, staff recommends selection of the top ranked firm, SAM-CS, LLC. from Austin, TX and seeks authorization to negotiate scope and fee for these services. - (Project No. 2324-01-528-S25-326)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Ruben Alfaro

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 6/24/2024

Approved - 6/27/2024

Approved - 6/28/2024

Approved - 6/28/2024

Approved - 6/28/2024

Final Approval - 6/28/2024



BID OPENING: April 8, 2024 AT 3:00 PM
LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)
PROJECT NO. 2324-01-528-S25-326

**PROFESSIONAL ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING AND
CONSTRUCTION MANAGEMENT - IRD PROJECT**

RESPONDENTS	CITY, STATE
B2Z ENGINEERING. LLC	MCALLEN, TX
SAM-CS	AUSTIN, TX
SAMES, INC	MCALLEN, TX



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.B.

DATE SUBMITTED: June 24, 2024

MEETING DATE: July 1, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to award a construction contract for the "I" Road Project to IOC Company, LLC. from Mission, TX in the amount of \$20,969,361.63. **(TABLED)** This item supports IF - Infrastructure.

Classification: Regular

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

Issue: Bids for the "I" Road (also known as Veterans Boulevard) Project were opened and read aloud on March 27, 2024. A total of four (4) bids were received, and the apparent low bidder was IOC Company, LLC.

A bid analysis was completed and found IOC's bid reasonable in comparison with the engineer's estimate. A Letter of Recommendation to Award was submitted to TxDOT for their concurrence and approved on May 17, 2024.

The project is now ready to be awarded by the Pharr City Commission. - Project No. 2324-40-517-C04-297

Fiscal Consideration: The award is in the amount of \$20,969,361.63.

Staff Recommendation: Staff recommends authorizing the City Manager to award a construction contract to IOC Company, LLC for the "I" Road Project.

Alternatives: TxDOT has provided their concurrence to award the project to IOC.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Ruben Alfaro

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

City Management Office

Created/Initiated - 6/24/2024

Approved - 6/27/2024

Approved - 6/28/2024

Approved - 6/28/2024

Approved - 6/28/2024

Final Approval - 6/28/2024



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM

PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
1	6002	PREPARING ROW	STA	240.92	\$2,000.00	\$481,840.00	\$1,500.00	\$361,380.00	\$911.00	\$219,478.12	\$1,000.00	\$240,920.00
2	6009	REMOVING CONC (RIPRAP)	SY	441	\$30.00	\$13,230.00	\$22.00	\$9,702.00	\$15.00	\$6,615.00	\$4.00	\$1,764.00
3	6017	REMOVING CONC (DRIVEWAYS)	SY	429	\$20.00	\$8,580.00	\$12.00	\$5,148.00	\$15.00	\$6,435.00	\$5.00	\$2,145.00
4	6022	REMOVING CONC (CURB & GUTTER)	LF	1,342.00	\$6.00	\$8,052.00	\$12.00	\$16,104.00	\$3.00	\$4,026.00	\$4.00	\$5,368.00
5	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	405	\$15.00	\$6,075.00	\$12.00	\$4,860.00	\$5.00	\$2,025.00	\$6.00	\$2,430.00
6	6001	EXCAVATION (ROADWAY)	CY	40,310.00	\$7.00	\$282,170.00	\$6.00	\$241,860.00	\$1.00	\$40,310.00	\$4.00	\$161,240.00
7	6002	EXCAVATION (CHANNEL)	CY	25,015.00	\$10.00	\$250,150.00	\$8.00	\$200,120.00	\$1.00	\$25,015.00	\$8.00	\$200,120.00
8	6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	22,995.00	\$4.00	\$91,980.00	\$8.00	\$183,960.00	\$1.00	\$22,995.00	\$2.00	\$45,990.00
9	6005	FURNISHING & PLACING TOPSOIL+A234	CY	50	\$30.00	\$1,500.00	\$38.00	\$1,900.00	\$13.50	\$675.00	\$30.00	\$1,500.00
10	6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	AC	22.93	\$2,200.00	\$50,446.00	\$2,464.00	\$56,499.52	\$2,200.00	\$50,446.00	\$2,250.00	\$51,592.50
11	6030	CELL FBR MLCH SEED (TEMP)(WARM)	AC	22.93	\$2,000.00	\$45,860.00	\$2,240.00	\$51,363.20	\$1,650.00	\$37,834.50	\$2,040.00	\$46,777.20
12	6001	VEGETATIVE WATERING	MG	3,499.00	\$60.00	\$209,940.00	\$67.20	\$235,132.80	\$25.00	\$87,475.00	\$15.00	\$52,485.00
13	6003	SPRINK DUST CONTROL	MG	1,711.00	\$1.00	\$1,711.00	\$56.00	\$95,816.00	\$1.00	\$1,711.00	\$20.00	\$34,220.00
14	6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)	CY	29,232.00	\$32.00	\$935,424.00	\$36.00	\$1,052,352.00	\$30.00	\$876,960.00	\$40.00	\$1,169,280.00
15	6094	REWRKING BS MTL (TY B)(5")(DC)(ORG POS)	CY	10,399.00	\$7.00	\$72,793.00	\$22.00	\$228,778.00	\$13.00	\$135,187.00	\$3.00	\$31,197.00
16	6011	LIME TRT (EXIST MATL) (12")	SY	164,317.00	\$3.25	\$534,030.25	\$3.00	\$492,951.00	\$2.00	\$328,634.00	\$2.00	\$328,634.00
17	6043	LIME (HYD, COM, OR QK) (SLURRY)	TON	4,879.00	\$250.00	\$1,219,750.00	\$349.00	\$1,702,771.00	\$190.00	\$927,010.00	\$320.00	\$1,561,280.00
18	6001	CEMENT	TON	1,337.00	\$205.00	\$274,085.00	\$193.00	\$258,041.00	\$198.50	\$265,394.50	\$180.00	\$240,660.00
19	6003	CEMENT TREAT (NEW BASE)(6")	SY	33,531.00	\$1.50	\$50,296.50	\$4.00	\$134,124.00	\$1.00	\$33,531.00	\$2.00	\$67,062.00
20	6061	CEM TRT (MX EXT MTL/NW BASE)(DC)(10")	SY	125,672.00	\$2.50	\$314,180.00	\$2.50	\$314,180.00	\$2.00	\$251,344.00	\$2.00	\$251,344.00
21	6018	SALV, HAUL, & STKPL RCL ASPH PV (2")	SY	89,335.00	\$1.70	\$151,869.50	\$2.00	\$178,670.00	\$1.00	\$89,335.00	\$1.00	\$89,335.00
22	6009	ASPH MAT'L (MC-30)	GAL	32,282.00	\$4.00	\$129,128.00	\$8.00	\$258,256.00	\$4.00	\$129,128.00	\$6.00	\$193,692.00
23	6486	AGGR (TY-PD GR-4P SAC-B)	CY	1,223.00	\$65.00	\$79,495.00	\$120.00	\$146,760.00	\$100.00	\$122,300.00	\$110.00	\$134,530.00
24	6508	ASPH (SPG 79-13)	GAL	46,983.00	\$6.00	\$281,898.00	\$8.00	\$375,864.00	\$4.00	\$187,932.00	\$5.00	\$234,915.00
25	6005	CEM STABIL BKFL	CY	203.9	\$150.00	\$30,585.00	\$65.00	\$13,253.50	\$50.00	\$10,195.00	\$70.00	\$14,273.00
26	6006	CUT & RESTORE PAV	SY	2,030.00	\$60.00	\$121,800.00	\$48.00	\$97,440.00	\$45.00	\$91,350.00	\$40.00	\$81,200.00
27	6010	STRUCT EXCAV (SPL)	CY	610	\$80.00	\$48,800.00	\$55.00	\$33,550.00	\$85.00	\$51,850.00	\$80.00	\$48,800.00
28	6011	SAND BACKFILL	CY	3,258.00	\$27.00	\$87,966.00	\$55.00	\$179,190.00	\$18.00	\$58,644.00	\$20.00	\$65,160.00
29	6001	TRENCH EXCAVATION PROTECTION	LF	4,573.00	\$1.00	\$4,573.00	\$1.00	\$4,573.00	\$1.00	\$4,573.00	\$6.00	\$27,438.00
30	6001	PRESTR CONC PIL (16 IN SQ)	LF	410	\$200.00	\$82,000.00	\$350.94	\$143,885.40	\$365.00	\$149,650.00	\$330.00	\$135,300.00
31	6004	PRESTR CONC PIL (24 IN SQ)	LF	1,880.00	\$230.00	\$432,400.00	\$337.72	\$634,913.60	\$475.00	\$893,000.00	\$280.00	\$526,400.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM

PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
32	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	1,144.00	\$225.00	\$257,400.00	\$243.00	\$277,992.00	\$199.50	\$228,228.00	\$240.00	\$274,560.00
33	6032	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	180	\$310.00	\$55,800.00	\$334.80	\$60,264.00	\$254.00	\$45,720.00	\$330.00	\$59,400.00
34	6013	CL C CONC (ABUT)	CY	74.2	\$1,500.00	\$111,300.00	\$1,637.12	\$121,474.30	\$1,000.00	\$74,200.00	\$750.00	\$55,650.00
35	6019	CL C CONC (ABUT)(EXTEND)	CY	12.4	\$2,100.00	\$26,040.00	\$2,548.02	\$31,595.45	\$1,500.00	\$18,600.00	\$3,240.00	\$40,176.00
36	6025	CL C CONC (BENT)	CY	54	\$1,900.00	\$102,600.00	\$1,859.54	\$100,415.16	\$1,200.00	\$64,800.00	\$1,000.00	\$54,000.00
37	6033	CL C CONC (CAP)(EXTEND)	CY	6.8	\$6,000.00	\$40,800.00	\$5,830.25	\$39,645.70	\$3,000.00	\$20,400.00	\$4,310.00	\$29,308.00
38	6066	CL C CONC (RAIL)(FOUNDATION)	CY	544	\$780.00	\$424,320.00	\$500.00	\$272,000.00	\$675.00	\$367,200.00	\$780.00	\$424,320.00
39	6001	REINF CONC SLAB	SF	10,140.00	\$25.00	\$253,500.00	\$34.34	\$348,207.60	\$23.00	\$233,220.00	\$31.00	\$314,340.00
40	6030	CONCRETE PAN GIRDER (EXTEND)	CY	77	\$2,000.00	\$154,000.00	\$3,525.50	\$271,463.50	\$1,500.00	\$115,500.00	\$1,600.00	\$123,200.00
41	6035	PRESTR CONC GIRDER (TX28)	LF	1,426.50	\$230.00	\$328,095.00	\$313.80	\$447,635.70	\$200.00	\$285,300.00	\$390.00	\$556,335.00
42	6002	CONC STR REPAIR (EPOXY MORTAR)	SF	60	\$150.00	\$9,000.00	\$280.80	\$16,848.00	\$50.00	\$3,000.00	\$60.00	\$3,600.00
43	6001	RIPRAP (CONC)(4 IN)	CY	1,475.00	\$405.00	\$597,375.00	\$500.00	\$737,500.00	\$380.00	\$560,500.00	\$500.00	\$737,500.00
44	6002	RIPRAP (CONC)(5 IN)	CY	2,613.00	\$405.00	\$1,058,265.00	\$500.00	\$1,306,500.00	\$385.00	\$1,006,005.00	\$510.00	\$1,332,630.00
45	6045	RIPRAP (MOW STRIP)(4")	CY	209	\$450.00	\$94,050.00	\$500.00	\$104,500.00	\$500.00	\$104,500.00	\$540.00	\$112,860.00
46	6007	STR STEEL (MISC NON - BRIDGE)	LB	663	\$19.00	\$12,597.00	\$16.02	\$10,621.26	\$35.00	\$23,205.00	\$30.00	\$19,890.00
47	6023	RAIL (TY SSTR)	LF	348	\$130.00	\$45,240.00	\$160.05	\$55,697.40	\$165.00	\$57,420.00	\$170.00	\$59,160.00
48	6099	RAIL (TY T2P)	LF	4,956.60	\$190.00	\$941,754.00	\$224.40	\$1,112,261.04	\$225.00	\$1,115,235.00	\$175.00	\$867,405.00
49	6103	RAIL (TY PR11)	LF	1,600.20	\$123.00	\$196,824.60	\$156.89	\$251,055.38	\$95.00	\$152,019.00	\$100.00	\$160,020.00
50	6001	SEALED EXPANSION JOINT (4 IN)(SEJ - A)	LF	102	\$210.00	\$21,420.00	\$194.40	\$19,828.80	\$250.00	\$25,500.00	\$240.00	\$24,480.00
51	6004	ARMOR JOINT (SEALED)	LF	24	\$400.00	\$9,600.00	\$194.40	\$4,665.60	\$175.00	\$4,200.00	\$120.00	\$2,880.00
52	6002	CONC BOX CULV (3' X 3')	LF	50	\$400.00	\$20,000.00	\$393.30	\$19,665.00	\$500.00	\$25,000.00	\$460.00	\$23,000.00
53	6002	RC PIPE (CL III)(15")	LF	242	\$75.00	\$18,150.00	\$57.24	\$13,852.08	\$90.00	\$21,780.00	\$40.00	\$9,680.00
54	6003	RC PIPE (CL III)(18")	LF	1,486.00	\$100.00	\$148,600.00	\$60.63	\$90,096.18	\$85.00	\$126,310.00	\$50.00	\$74,300.00
55	6005	RC PIPE (CL III)(24")	LF	484	\$110.00	\$53,240.00	\$71.36	\$34,538.24	\$95.00	\$45,980.00	\$60.00	\$29,040.00
56	6007	RC PIPE (CL III)(30")	LF	186	\$280.00	\$52,080.00	\$107.16	\$19,931.76	\$150.00	\$27,900.00	\$100.00	\$18,600.00
57	6008	RC PIPE (CL III)(36")	LF	110	\$320.00	\$35,200.00	\$132.18	\$14,539.80	\$175.00	\$19,250.00	\$140.00	\$15,400.00
58	6038	RC PIPE (CL III)(18")(SPL)	LF	1,903.00	\$80.00	\$152,240.00	\$75.66	\$143,980.98	\$85.00	\$161,755.00	\$60.00	\$114,180.00
59	6039	RC PIPE (CL III)(24")(SPL)	LF	1,021.00	\$85.00	\$86,785.00	\$84.62	\$86,397.02	\$100.00	\$102,100.00	\$70.00	\$71,470.00
60	6040	RC PIPE (CL III)(30")(SPL)	LF	428	\$120.00	\$51,360.00	\$107.36	\$45,950.08	\$125.00	\$53,500.00	\$100.00	\$42,800.00
61	6041	RC PIPE (CL III)(36")(SPL)	LF	81	\$200.00	\$16,200.00	\$135.98	\$11,014.38	\$220.00	\$17,820.00	\$160.00	\$12,960.00
62	6042	RC PIPE (CL III)(42")(SPL)	LF	126	\$380.00	\$47,880.00	\$184.94	\$23,302.44	\$215.00	\$27,090.00	\$180.00	\$22,680.00
63	6044	RC PIPE (CL III)(54")(SPL)	LF	214	\$400.00	\$85,600.00	\$250.28	\$53,559.92	\$275.00	\$58,850.00	\$250.00	\$53,500.00
64	6006	JCTBOX (COMPL)(PJB)(4FTX4FT)	EA	2	\$5,500.00	\$11,000.00	\$4,240.00	\$8,480.00	\$4,500.00	\$9,000.00	\$4,320.00	\$8,640.00
65	6011	JCTBOX (COMPL)(PJB)(6FTX6FT)	EA	2	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$6,930.00	\$13,860.00
66	6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	EA	1	\$6,500.00	\$6,500.00	\$4,910.00	\$4,910.00	\$5,000.00	\$5,000.00	\$4,930.00	\$4,930.00
67	6016	INLET (COMPL)(PCO)(3FT)(BOTH)	EA	1	\$7,000.00	\$7,000.00	\$5,690.00	\$5,690.00	\$6,000.00	\$6,000.00	\$5,910.00	\$5,910.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM

PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
68	6030	INLET (COMPL)(PCU)(3FT)(LEFT)	EA	2	\$6,500.00	\$13,000.00	\$5,280.00	\$10,560.00	\$6,000.00	\$12,000.00	\$5,400.00	\$10,800.00
69	6032	INLET (COMPL)(PCU)(3FT)(BOTH)	EA	3	\$7,000.00	\$21,000.00	\$5,845.00	\$17,535.00	\$6,500.00	\$19,500.00	\$6,110.00	\$18,330.00
70	6039	INLET (COMPL)(PCU)(5FT)(RIGHT)	EA	1	\$8,000.00	\$8,000.00	\$6,300.00	\$6,300.00	\$7,500.00	\$7,500.00	\$6,840.00	\$6,840.00
71	6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EA	3	\$7,500.00	\$22,500.00	\$5,700.00	\$17,100.00	\$7,000.00	\$21,000.00	\$6,220.00	\$18,660.00
72	6133	INLET (COMPL)(PSL)(FG)(4FTX5FT)(3FTX5FT)	EA	16	\$7,500.00	\$120,000.00	\$5,355.00	\$85,680.00	\$6,000.00	\$96,000.00	\$5,700.00	\$91,200.00
73	6901	JCT BOX (COMPL)(IRRIG)(10'X5')	EA	2	\$25,000.00	\$50,000.00	\$26,000.00	\$52,000.00	\$35,000.00	\$70,000.00	\$11,000.00	\$22,000.00
74	6336	SET (TY II) (15")(3:1)(C)	EA	7	\$1,000.00	\$7,000.00	\$1,114.29	\$7,800.03	\$1,250.00	\$8,750.00	\$1,100.00	\$7,700.00
75	6340	SET (TY) (15")(6:1)(C)	EA	3	\$1,200.00	\$3,600.00	\$1,533.33	\$4,599.99	\$1,500.00	\$4,500.00	\$1,220.00	\$3,660.00
76	6356	SET (TY II) (18")(RCP)(3:1)(C)	EA	4	\$1,200.00	\$4,800.00	\$1,350.00	\$5,400.00	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00
77	6357	SET (TY II) (18")(RCP)(3:1)(P)	EA	2	\$1,200.00	\$2,400.00	\$17,375.00	\$34,750.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
78	6358	SET (TY) (18")(RCP)(4:1)(C)	EA	1	\$1,200.00	\$1,200.00	\$4,600.00	\$4,600.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
79	6362	SET (TY) (18")(RCP)(6:1)(C)	EA	1	\$1,400.00	\$1,400.00	\$1,450.00	\$1,450.00	\$1,100.00	\$1,100.00	\$1,220.00	\$1,220.00
80	6363	SET (TY) (18")(RCP)(6:1)(P)	EA	51	\$1,400.00	\$71,400.00	\$1,450.00	\$73,950.00	\$1,100.00	\$56,100.00	\$1,220.00	\$62,220.00
81	6395	SET (TY) (24")(6:1)(P)	EA	4	\$2,000.00	\$8,000.00	\$1,750.00	\$7,000.00	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00
82	6006	ADJUST INLET (CAP)	EA	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
83	6007	ADJUST MANHOLES (CAP)	EA	5	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00	\$2,500.00	\$12,500.00	\$3,020.00	\$15,100.00
84	6002	REMOV STR (INLET)	EA	1	\$500.00	\$500.00	\$800.00	\$800.00	\$350.00	\$350.00	\$1,000.00	\$1,000.00
85	6004	REMOV STR (SET)	EA	3	\$400.00	\$1,200.00	\$200.00	\$600.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00
86	6007	REMOV STR (PIPE)	LF	3,022.00	\$20.00	\$60,440.00	\$6.00	\$18,132.00	\$10.00	\$30,220.00	\$6.00	\$18,132.00
87	6096	REMOV STR (WELL GATE)	EA	1	\$200.00	\$200.00	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$3,330.00	\$3,330.00
88	6901	REMOV STR (IRRIG. WELL)	EA	7	\$700.00	\$4,900.00	\$300.00	\$2,100.00	\$2,500.00	\$17,500.00	\$1,570.00	\$10,990.00
89	6001	MOBILIZATION	LS	1	\$1,980,000.00	\$1,980,000.00	\$901,500.00	\$901,500.00	\$2,000,000.00	\$2,000,000.00	\$1,551,500.00	\$1,551,500.00
90	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	EA	30	\$4,000.00	\$120,000.00	\$3,800.00	\$114,000.00	\$2,500.00	\$75,000.00	\$5,000.00	\$150,000.00
91	6001	ROCK FILTER DAMS (INSTALL)(TY I)	LF	34	\$60.00	\$2,040.00	\$68.90	\$2,342.60	\$142.00	\$4,828.00	\$70.00	\$2,380.00
92	6011	ROCK FILTER DAMS (REMOVE)	LF	34	\$65.00	\$2,210.00	\$31.80	\$1,081.20	\$74.00	\$2,516.00	\$30.00	\$1,020.00
93	6021	CONSTRUCTION EXIT (INSTALL)(TY 2)	SY	1,404.00	\$18.00	\$25,272.00	\$20.00	\$28,080.00	\$15.00	\$21,060.00	\$10.00	\$14,040.00
94	6024	CONSTRUCTION EXIT (REMOVE)	SY	1,404.00	\$12.00	\$16,848.00	\$1.00	\$1,404.00	\$2.50	\$3,510.00	\$8.00	\$11,232.00
95	6031	FRONT END LOADER WORK (ERSN & SEDM CONT)	HR	12	\$80.00	\$960.00	\$1,200.00	\$14,400.00	\$100.00	\$1,200.00	\$180.00	\$2,160.00
96	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,723.00	\$4.50	\$16,753.50	\$4.50	\$16,753.50	\$3.00	\$11,169.00	\$4.00	\$14,892.00
97	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,723.00	\$1.50	\$5,584.50	\$1.32	\$4,914.36	\$1.10	\$4,095.30	\$1.00	\$3,723.00
98	6041	BIODEG EROSN CONT LOGS (12"DIA) INSTALL	LF	3,621.00	\$5.50	\$19,915.50	\$5.56	\$20,132.76	\$6.55	\$23,717.55	\$5.00	\$18,105.00
99	6043	BIODEG EROSN CONT LOGS REMOVE	LF	3,621.00	\$1.50	\$5,431.50	\$1.32	\$4,779.72	\$1.10	\$3,983.10	\$1.00	\$3,621.00



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LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM

PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
100	6002	PORT CTB (FURN & INST)(SNGL SLP)(TY 2)	LF	630	\$18.00	\$11,340.00	\$80.85	\$50,935.50	\$20.00	\$12,600.00	\$50.00	\$31,500.00
101	6050	PORT CTB (REMOVE)(SNGL SLP)(TY 2)	LF	630	\$8.00	\$5,040.00	\$22.00	\$13,860.00	\$10.00	\$6,300.00	\$20.00	\$12,600.00
102	6028	CONC CURB & GUTTER (TY B)(MOUNT)	LF	4,115.00	\$15.50	\$63,782.50	\$21.00	\$86,415.00	\$17.00	\$69,955.00	\$10.00	\$41,150.00
103	6030	CONC CURB & GUTTER (VALLEY GUTTER)	LF	363	\$50.00	\$18,150.00	\$70.00	\$25,410.00	\$50.00	\$18,150.00	\$90.00	\$32,670.00
104	6002	INTERSECTIONS (ACP)	SY	2,847.00	\$75.00	\$213,525.00	\$80.00	\$227,760.00	\$60.00	\$170,820.00	\$70.00	\$199,290.00
105	6004	DRIVEWAYS (CONC)	SY	561	\$50.00	\$28,050.00	\$120.00	\$67,320.00	\$95.00	\$53,295.00	\$100.00	\$56,100.00
106	6005	DRIVEWAYS (ACP)	SY	2,640.00	\$35.00	\$92,400.00	\$80.00	\$211,200.00	\$50.00	\$132,000.00	\$30.00	\$79,200.00
107	6001	CONC SIDEWALKS (4")	SY	1,025.00	\$45.00	\$46,125.00	\$80.00	\$82,000.00	\$55.00	\$56,375.00	\$50.00	\$51,250.00
108	6004	CURB RAMPS (TY 1)	EA	9	\$2,600.00	\$23,400.00	\$3,200.00	\$28,800.00	\$1,600.00	\$14,400.00	\$1,870.00	\$16,830.00
109	6010	CURB RAMPS (TY 7)	EA	19	\$2,600.00	\$49,400.00	\$3,200.00	\$60,800.00	\$1,850.00	\$35,150.00	\$1,860.00	\$35,340.00
110	6013	CURB RAMPS (TY 10)	EA	9	\$2,600.00	\$23,400.00	\$3,200.00	\$28,800.00	\$1,850.00	\$16,650.00	\$1,900.00	\$17,100.00
111	6001	MTL W-BEAM GD FEN (TIM POST)	LF	565	\$33.00	\$18,645.00	\$34.30	\$19,379.50	\$41.52	\$23,458.80	\$30.00	\$16,950.00
112	6005	TERMINAL ANCHOR SECTION	EA	2	\$2,500.00	\$5,000.00	\$1,461.00	\$2,922.00	\$1,789.00	\$3,578.00	\$2,630.00	\$5,260.00
113	6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	1	\$3,000.00	\$3,000.00	\$2,157.00	\$2,157.00	\$2,297.00	\$2,297.00	\$3,160.00	\$3,160.00
114	6014	SHORT RADIUS	LF	150	\$125.00	\$18,750.00	\$504.13	\$75,619.50	\$824.66	\$123,699.00	\$130.00	\$19,500.00
115	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1	\$1,500.00	\$1,500.00	\$2,928.00	\$2,928.00	\$1,590.00	\$1,590.00	\$1,580.00	\$1,580.00
116	6018	MTL BM GD FEN TRANS (NON-SYM)	EA	1	\$4,500.00	\$4,500.00	\$1,308.00	\$1,308.00	\$890.00	\$890.00	\$4,740.00	\$4,740.00
117	6001	REMOVE METAL BEAM GUARD FENCE	LF	2,653.00	\$3.50	\$9,285.50	\$3.00	\$7,959.00	\$4.50	\$11,938.50	\$4.00	\$10,612.00
118	6001	GUARDRAIL END TREATMENT (INSTALL)	EA	9	\$3,500.00	\$31,500.00	\$3,891.00	\$35,019.00	\$3,470.00	\$31,230.00	\$3,680.00	\$33,120.00
119	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	5	\$750.00	\$3,750.00	\$500.00	\$2,500.00	\$275.00	\$1,375.00	\$790.00	\$3,950.00
120	6001	CRASH CUSH ATTEN (INSTL)	EA	23	\$33,600.00	\$772,800.00	\$32,125.00	\$738,875.00	\$36,327.98	\$835,543.54	\$36,060.00	\$829,380.00
121	6005	CRASH CUSH ATTEN (REMOVE)	EA	2	\$2,500.00	\$5,000.00	\$962.00	\$1,924.00	\$1,575.00	\$3,150.00	\$1,370.00	\$2,740.00
122	6011	MAILBOX INSTALL-S (TWW-POST) TY 4	EA	88	\$300.00	\$26,400.00	\$397.50	\$34,980.00	\$300.00	\$26,400.00	\$390.00	\$34,320.00
123	6012	MAILBOX INSTALL-D (TWW-POST) TY 4	EA	1	\$350.00	\$350.00	\$932.80	\$932.80	\$325.00	\$325.00	\$390.00	\$390.00
124	6152	IN RD IL (TY SA) 30S-4 (250W EQ) LED	EA	13	\$3,800.00	\$49,400.00	\$4,028.00	\$52,364.00	\$4,728.00	\$61,464.00	\$4,020.00	\$52,260.00
125	6214	IN RD IL (TY SA) 401-8 (250W EQ) LED	EA	3	\$4,300.00	\$12,900.00	\$4,558.00	\$13,674.00	\$4,844.00	\$14,532.00	\$4,550.00	\$13,650.00
126	6215	IN RD IL (TY SA) 401-8-8 (250W EQ) LED	EA	87	\$5,200.00	\$452,400.00	\$5,512.00	\$479,544.00	\$5,771.50	\$502,120.50	\$5,500.00	\$478,500.00
127	6286	IN RD IL (TY SA) 501-8 (400W EQ) LED	EA	32	\$5,000.00	\$160,000.00	\$5,300.00	\$169,600.00	\$5,245.50	\$167,856.00	\$5,290.00	\$169,280.00
128	6023	CONDT (PVC) (SCH 40)(2")	LF	24,930.00	\$10.00	\$249,300.00	\$10.60	\$264,258.00	\$9.10	\$226,863.00	\$10.00	\$249,300.00
129	6046	CONDT (PVC) (SCH 80)(2")	LF	1,215.00	\$16.00	\$19,440.00	\$16.93	\$20,569.95	\$9.63	\$11,700.45	\$20.00	\$24,300.00
130	6047	CONDT (PVC) (SCH 80)(2")(BORE)	LF	1,015.00	\$31.00	\$31,465.00	\$32.86	\$33,352.90	\$22.94	\$23,284.10	\$30.00	\$30,450.00
131	6058	CONDT (PVC) (SCH 80)(4")	LF	365	\$36.00	\$13,140.00	\$38.16	\$13,928.40	\$30.70	\$11,205.50	\$40.00	\$14,600.00
132	6059	CONDT (PVC) (SCH 80)(4")(BORE)	LF	975	\$47.00	\$45,825.00	\$49.82	\$48,574.50	\$39.94	\$38,941.50	\$50.00	\$48,750.00



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
133	6062	CONDT (RM) (3/4")	LF	250	\$21.00	\$5,250.00	\$22.26	\$5,565.00	\$17.12	\$4,280.00	\$20.00	\$5,000.00
134	6009	ELEC CONDR (NO. 6) BARE	LF	29,570.00	\$1.35	\$39,919.50	\$1.43	\$42,285.10	\$1.56	\$46,129.20	\$1.00	\$29,570.00
135	6010	ELEC CONDR (NO. 6) INSULATED	LF	54,540.00	\$1.45	\$79,083.00	\$1.54	\$83,991.60	\$1.83	\$99,808.20	\$2.00	\$109,080.00
136	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	1,145.00	\$2.40	\$2,748.00	\$2.54	\$2,908.30	\$3.42	\$3,915.90	\$3.00	\$3,435.00
137	6001	GROUND BOX TY A (122311)	LF	1	\$815.00	\$815.00	\$863.90	\$863.90	\$984.00	\$984.00	\$860.00	\$860.00
138	6002	GROUND BOX TY A (122311) W/ APRON	EA	21	\$1,045.00	\$21,945.00	\$1,107.70	\$23,261.70	\$1,039.00	\$21,819.00	\$1,110.00	\$23,310.00
139	6010	GROUND BOX TY D (162922) W/APRON	EA	4	\$1,700.00	\$6,800.00	\$1,802.00	\$7,208.00	\$1,061.00	\$4,244.00	\$1,800.00	\$7,200.00
140	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	455	\$2.40	\$1,092.00	\$2.54	\$1,155.70	\$2.38	\$1,082.90	\$3.00	\$1,365.00
141	6002	REMOVE ELECTRICAL SERVICES	EA	2	\$300.00	\$600.00	\$318.00	\$636.00	\$1,162.00	\$2,324.00	\$7,080.00	\$14,160.00
142	6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EA	5	\$6,700.00	\$33,500.00	\$7,102.00	\$35,510.00	\$10,236.00	\$51,180.00	\$320.00	\$1,600.00
143	6167	ELC SRV TY D 120/240 070(NS)AL(E)TP(O)	EA	1	\$4,400.00	\$4,400.00	\$4,664.00	\$4,664.00	\$5,619.00	\$5,619.00	\$4,650.00	\$4,650.00
144	6301	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	EA	4	\$2,400.00	\$9,600.00	\$2,544.00	\$10,176.00	\$3,318.00	\$13,272.00	\$2,540.00	\$10,160.00
145	6001	ALUMINUM SIGNS (TY A)	SF	96	\$32.00	\$3,072.00	\$30.00	\$2,880.00	\$32.00	\$3,072.00	\$50.00	\$4,800.00
146	6027	IN SM RD SN SUP&AM TY S80 (1) SA (P)	EA	119	\$735.00	\$87,465.00	\$737.23	\$87,730.37	\$735.00	\$87,465.00	\$730.00	\$86,870.00
147	6030	IN SM RD SN SUP&AM TY S80 (1) SA (T)	EA	16	\$850.00	\$13,600.00	\$810.90	\$12,974.40	\$850.00	\$13,600.00	\$780.00	\$12,480.00
148	6076	REMOVE SM RD SN SUP&AM	EA	76	\$100.00	\$7,600.00	\$265.00	\$20,140.00	\$186.87	\$14,202.12	\$100.00	\$7,600.00
149	6070	RELOCATE SM RD SN SUP & AM TY S80	EA	2	\$500.00	\$1,000.00	\$791.82	\$1,583.64	\$500.00	\$1,000.00	\$850.00	\$1,700.00
150	6014	INSTL DEL ASSM (D-SW) SZ (BRF) (CTB)(BI)	EA	20	\$20.00	\$400.00	\$15.90	\$318.00	\$20.00	\$400.00	\$640.00	\$12,800.00
151	6001	WK ZN PAV MRK NON-REMOVE (W) 4" (BRK)	LF	725	\$0.40	\$290.00	\$0.48	\$348.00	\$0.38	\$275.50	\$0.40	\$290.00
152	6004	WK ZN PAV MRK NON-REMOVE (W) 4" (SLD)	LF	25,734.00	\$0.40	\$10,293.60	\$0.48	\$12,352.32	\$0.38	\$9,778.92	\$0.40	\$10,293.60
153	6012	WK ZN PAV MRK NON-REMOVE (W) 8" (SLD)	LF	2,490.00	\$0.75	\$1,867.50	\$0.95	\$2,365.50	\$0.74	\$1,842.60	\$0.75	\$1,867.50
154	6016	WK ZN PAV MRK NON-REMOVE (W) 24" (SLD)	LF	382	\$7.50	\$2,865.00	\$8.27	\$3,159.14	\$7.50	\$2,865.00	\$0.75	\$286.50
155	6017	WK ZN PAV MRK NON-REMOVE (W) (ARROW)	EA	12	\$110.00	\$1,320.00	\$169.60	\$2,035.20	\$110.00	\$1,320.00	\$110.00	\$1,320.00
156	6029	WK ZN PAV MRK NON-REMOVE (W) (WORD)	EA	12	\$200.00	\$2,400.00	\$169.60	\$2,035.20	\$200.00	\$2,400.00	\$200.00	\$2,400.00
157	6032	WK ZN PAV MRK NON-REMOVE (Y) 4" (BRK)	LF	4,553.00	\$0.40	\$1,821.20	\$0.48	\$2,185.44	\$0.38	\$1,730.14	\$0.40	\$1,821.20
158	6034	WK ZN PAV MRK NON-REMOVE (Y) 4" (SLD)	LF	26,552.00	\$0.40	\$10,620.80	\$0.48	\$12,744.96	\$0.38	\$10,089.76	\$0.40	\$10,620.80



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
159	6048	WK ZN PAV MRK REMOVE (REFL) TY I-C	EA	162	\$5.00	\$810.00	\$4.45	\$720.90	\$5.00	\$810.00	\$5.00	\$810.00
160	6050	WK ZN PAV MRK REMOVE (REFL) TY II-A-A	EA	1,067.00	\$5.00	\$5,335.00	\$4.45	\$4,748.15	\$5.00	\$5,335.00	\$5.00	\$5,335.00
161	6063	WK ZN PAV MRK REMOVE (W) 4" (SLD)	LF	14,217.00	\$0.33	\$4,691.61	\$0.69	\$9,809.73	\$0.32	\$4,549.44	\$0.30	\$4,265.10
162	6075	WK ZN PAV MRK REMOVE (W) 24" (SLD)	LF	57	\$7.50	\$427.50	\$9.32	\$531.24	\$7.50	\$427.50	\$0.75	\$42.75
163	6080	WK ZN PAV MRK REMOVE (W) (ARROW)	EA	8	\$110.00	\$880.00	\$233.20	\$1,865.60	\$110.00	\$880.00	\$110.00	\$880.00
164	6090	WK ZN PAV MRK REMOVE (W) (WORD)	EA	8	\$200.00	\$1,600.00	\$233.20	\$1,865.60	\$200.00	\$1,600.00	\$200.00	\$1,600.00
165	6095	WK ZN PAV MRK REMOVE (Y) 4" (SLD)	LF	11,715.00	\$0.35	\$4,100.25	\$0.79	\$9,254.85	\$0.32	\$3,748.80	\$0.30	\$3,514.50
166	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	735	\$1.00	\$735.00	\$3.00	\$2,205.00	\$1.42	\$1,043.70	\$3.00	\$2,205.00
167	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	5,632.00	\$1.00	\$5,632.00	\$3.00	\$16,896.00	\$1.24	\$6,983.68	\$3.00	\$16,896.00
168	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	5,942.00	\$0.85	\$5,050.70	\$1.91	\$11,349.22	\$0.84	\$4,991.28	\$0.85	\$5,050.70
169	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	2,618.00	\$7.50	\$19,635.00	\$10.39	\$27,201.02	\$7.50	\$19,635.00	\$8.00	\$20,944.00
170	6141	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	LF	859	\$1.10	\$944.90	\$5.09	\$4,372.31	\$1.10	\$944.90	\$1.00	\$859.00
171	6306	RE PM W/ RET REQ TY I (W) 6" (BRK) (100MIL)	LF	1,459.00	\$0.67	\$977.53	\$1.27	\$1,852.93	\$0.66	\$962.94	\$0.65	\$948.35
172	6309	RE PM W/ RET REQ TY I (W) 6" (SLD) (100MIL)	LF	41,425.00	\$0.67	\$27,754.75	\$0.69	\$28,583.25	\$0.66	\$27,340.50	\$0.65	\$26,926.25
173	6318	RE PM W/ RET REQ TY I (Y) 6" (BRK) (100MIL)	LF	9,791.00	\$0.67	\$6,559.97	\$0.79	\$7,734.89	\$0.66	\$6,462.06	\$0.65	\$6,364.15
174	6321	RE PM W/ RET REQ TY I (Y) 6" (SLD) (100MIL)	LF	55,528.00	\$0.67	\$37,203.76	\$0.76	\$42,201.28	\$0.66	\$36,648.48	\$0.65	\$36,093.20
175	6077	PREFAB PAV MRK TY C (W)(ARROW)	EA	28	\$150.00	\$4,200.00	\$254.40	\$7,123.20	\$150.00	\$4,200.00	\$150.00	\$4,200.00
176	6085	PREFAB PAV MRK TY C (W)(WORD)	EA	28	\$250.00	\$7,000.00	\$275.60	\$7,716.80	\$250.00	\$7,000.00	\$250.00	\$7,000.00
177	6007	REFL PAV MRKR TY I-C	EA	367	\$5.00	\$1,835.00	\$4.45	\$1,633.15	\$5.00	\$1,835.00	\$5.00	\$1,835.00
178	6009	REFL PAV MRKR TY II-A-A	EA	1,781.00	\$5.00	\$8,905.00	\$3.82	\$6,803.42	\$5.00	\$8,905.00	\$5.00	\$8,905.00
179	6001	ELIM EXT PAV MRK & MRKS (4")	LF	725	\$1.00	\$725.00	\$1.70	\$1,232.50	\$1.00	\$725.00	\$1.00	\$725.00
180	6001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	4	\$2,800.00	\$11,200.00	\$2,968.00	\$11,872.00	\$11,516.00	\$46,064.00	\$2,960.00	\$11,840.00
181	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$27,500.00	\$27,500.00	\$29,150.00	\$29,150.00	\$34,805.00	\$34,805.00	\$29,080.00	\$29,080.00
182	6004	REMOVING TRAFFIC SIGNALS	EA	2	\$2,300.00	\$4,600.00	\$2,438.00	\$4,876.00	\$4,808.00	\$9,616.00	\$2,430.00	\$4,860.00
183	6001	VEH SIG SEC (12")LED(GRN)	EA	8	\$290.00	\$2,320.00	\$307.40	\$2,459.20	\$245.00	\$1,960.00	\$310.00	\$2,480.00
184	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	\$290.00	\$580.00	\$307.40	\$614.80	\$245.00	\$490.00	\$310.00	\$620.00
185	6003	VEH SIG SEC (12")LED(YEL)	EA	24	\$290.00	\$6,960.00	\$307.40	\$7,377.60	\$245.00	\$5,880.00	\$310.00	\$7,440.00
186	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4	\$290.00	\$1,160.00	\$307.40	\$1,229.60	\$245.00	\$980.00	\$310.00	\$1,240.00
187	6005	VEH SIG SEC (12")LED(RED)	EA	24	\$290.00	\$6,960.00	\$307.40	\$7,377.60	\$245.00	\$5,880.00	\$310.00	\$7,440.00
188	6006	VEH SIG SEC (12")LED(RED ARW)	EA	2	\$290.00	\$580.00	\$307.40	\$614.80	\$245.00	\$490.00	\$310.00	\$620.00
189	6018	PED SIG SEC (LED) (COUNTDOWN)	EA	8	\$550.00	\$4,400.00	\$583.00	\$4,664.00	\$621.50	\$4,972.00	\$580.00	\$4,640.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM

PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
190	6021	BACK PLATE (12")(1 SEC)	EA	32	\$83.00	\$2,656.00	\$87.98	\$2,815.36	\$139.00	\$4,448.00	\$90.00	\$2,880.00
191	6049	BACK PLATE W/REFL BRDR (4 SEC)	EA	2	\$170.00	\$340.00	\$180.20	\$360.40	\$234.00	\$468.00	\$180.00	\$360.00
192	6060	BACKPLATE W/REFL BRDR (3SEC)	EA	8	\$145.00	\$1,160.00	\$153.70	\$1,229.60	\$173.00	\$1,384.00	\$150.00	\$1,200.00
193	6010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	2,850.00	\$2.40	\$6,840.00	\$2.54	\$7,239.00	\$2.60	\$7,410.00	\$3.00	\$8,550.00
194	6012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	1,440.00	\$2.50	\$3,600.00	\$2.65	\$3,816.00	\$3.46	\$4,982.40	\$3.00	\$4,320.00
195	6080	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	4,810.00	\$2.00	\$9,620.00	\$2.12	\$10,197.20	\$1.45	\$6,974.50	\$2.00	\$9,620.00
196	6020	INS TRF SIG PL AM (S) STR (TY D) LUM	EA	8	\$11,400.00	\$91,200.00	\$12,084.00	\$96,672.00	\$10,295.00	\$82,360.00	\$12,050.00	\$96,400.00
197	6041	INS TRF SIG PL AM (S) 1 ARM (40')	EA	2	\$12,600.00	\$25,200.00	\$13,356.00	\$26,712.00	\$11,747.00	\$23,494.00	\$13,320.00	\$26,640.00
198	6043	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	2	\$13,800.00	\$27,600.00	\$14,628.00	\$29,256.00	\$12,774.00	\$25,548.00	\$14,590.00	\$29,180.00
199	6001	PED POLE ASSEMBLY	EA	8	\$2,200.00	\$17,600.00	\$2,332.00	\$18,656.00	\$2,675.00	\$21,400.00	\$2,330.00	\$18,640.00
200	6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$780.00	\$6,240.00	\$826.80	\$6,614.40	\$736.00	\$5,888.00	\$820.00	\$6,560.00
201	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$4,320.00	\$4,320.00	\$4,579.20	\$4,579.20	\$3,537.00	\$3,537.00	\$4,570.00	\$4,570.00
202	6004	VEH LP DETECT (SAWCUT)	LF	2,100.00	\$15.00	\$31,500.00	\$15.90	\$33,390.00	\$16.56	\$34,776.00	\$20.00	\$42,000.00
203	6001	IRRIG GATE (18")	EA	2	\$8,000.00	\$16,000.00	\$8,273.00	\$16,546.00	\$9,000.00	\$18,000.00	\$8,000.00	\$16,000.00
204	6006	IRRIG GATE (24")	EA	2	\$9,000.00	\$18,000.00	\$8,755.00	\$17,510.00	\$9,500.00	\$19,000.00	\$8,620.00	\$17,240.00
205	6012	IRRIG GATE (12")	EA	1	\$6,000.00	\$6,000.00	\$5,633.00	\$5,633.00	\$7,500.00	\$7,500.00	\$5,950.00	\$5,950.00
206	6901	IRRIG FARM OUTLET	EA	4	\$6,000.00	\$24,000.00	\$3,799.00	\$15,196.00	\$5,500.00	\$22,000.00	\$5,560.00	\$22,240.00
207	6902	IRRIG WELL (42")	EA	3	\$8,000.00	\$24,000.00	\$15,000.00	\$45,000.00	\$12,500.00	\$37,500.00	\$15,370.00	\$46,110.00
208	6001	PRSSR IRRIG PVC PIPE (18")	LF	331	\$180.00	\$59,580.00	\$81.49	\$26,973.19	\$145.00	\$47,995.00	\$100.00	\$33,100.00
209	6002	PRSSR IRRIG PVC PIPE (24")	LF	578	\$185.00	\$106,930.00	\$112.53	\$65,042.34	\$125.00	\$72,250.00	\$110.00	\$63,580.00
210	6006	PRSSR IRRIG PVC PIPE (15")	LF	178	\$130.00	\$23,140.00	\$72.31	\$12,871.18	\$135.00	\$24,030.00	\$80.00	\$14,240.00
211	6901	PRSSR IRRIG PVC PIPE (21")	LF	142	\$190.00	\$26,980.00	\$102.02	\$14,486.84	\$150.00	\$21,300.00	\$110.00	\$15,620.00
212	6036	D-GR HMA TY-D SAC-A PG 64-22	TON	3,198.00	\$105.00	\$335,790.00	\$121.63	\$388,972.74	\$110.00	\$351,780.00	\$120.00	\$383,760.00
213	6049	D-GR HMA TY-D SAC-A PG 76-22	TON	21,973.00	\$112.00	\$2,460,976.00	\$200.12	\$4,397,236.76	\$115.00	\$2,526,895.00	\$130.00	\$2,856,490.00
214	6001	DRIVER FEEDBACK SPEED SIGN ASSM (SOLAR)	EA	1	\$7,500.00	\$7,500.00	\$14,000.00	\$14,000.00	\$5,845.00	\$5,845.00	\$10,930.00	\$10,930.00
215	6001	RC LOW HEAD PRSSR PIPE (CL III)(18")	LF	76	\$60.00	\$4,560.00	\$75.00	\$5,700.00	\$350.00	\$26,600.00	\$90.00	\$6,840.00
216	6003	RC LOW HEAD PRSSR PIPE (CL III)(24")	LF	4	\$150.00	\$600.00	\$126.00	\$504.00	\$1,000.00	\$4,000.00	\$530.00	\$2,120.00
217	6027	RC LOW HEAD PRSSR PIPE (CL III)(12")	LF	4	\$150.00	\$600.00	\$84.25	\$337.00	\$645.00	\$2,580.00	\$540.00	\$2,160.00
218	6028	RC LOW HEAD PIPE (CL III)(60")	LF	212	\$580.00	\$122,960.00	\$296.96	\$62,955.52	\$350.00	\$74,200.00	\$380.00	\$80,560.00
219	6901	RC LOW HEAD PIPE (CL III)(72")	LF	260	\$600.00	\$156,000.00	\$396.55	\$103,103.00	\$450.00	\$117,000.00	\$470.00	\$122,200.00
220	6902	RC LOW HEAD PIPE (CL III)(21")	LF	4	\$200.00	\$800.00	\$126.00	\$504.00	\$1,000.00	\$4,000.00	\$530.00	\$2,120.00
221	6002	GEOGRID BASE REINFORCEMENT (1Y II)	SY	158,633.00	\$1.18	\$187,186.94	\$2.38	\$377,546.54	\$1.25	\$198,291.25	\$2.00	\$317,266.00
222	6001	PRECAST CONC WHEEL STOPS (FURN & INSTL)	EA	116	\$100.00	\$11,600.00	\$400.00	\$46,400.00	\$280.00	\$32,480.00	\$60.00	\$6,960.00
223	1	PEDESTRIAN RAIL (INSTL)	LF	5,981.00	\$112.00	\$669,872.00	\$154.80	\$925,858.80	\$150.00	\$897,150.00	\$115.00	\$687,815.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC	GO UNDERGROUND LLC	IOC COMPANY LLC	TEXAS CORDIA CONSTRUCTION LLC
ITEM	DESCRIPTION	U/M	QTY					
GRAND TOTAL					\$22,028,522.36	\$25,709,020.18	\$20,969,361.63	\$22,075,612.30
BID BOND					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
DISADVANTAGE BUSINESS ENTERPRISE FORM (DBE) FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
DISCLOSURE OF LOBBYING ACTIVITIES					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
CONTRACTOR'S ASSURANCE					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
BIDDER'S CHECK RETURN					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
APPROVAL OF SUB-CONTRACTORS FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
STATEMENT OF QUALIFICATIONS					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
BID SUBMITTAL CHECKLIST (COMPLETED)					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.C.

DATE SUBMITTED: June 20, 2024

MEETING DATE: July 1, 2024

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Quantum Consultants from El Paso, Texas to develop the Comprehensive Plan Update for the City of Pharr. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: An evaluation team for the City of Pharr met with Quantum Consultants on June 19, 2024, for negotiations and agreement of a final cost for the City of Pharr's Comprehensive Study. Staff recommends to enter into a service contract to develop the Comprehensive Plan Update for the City of Pharr in the amount of \$220,646.80. The estimated days to complete services is within fifteen (15) months of the notice to proceed - Project No. 2324-01-527-S20-380

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into a Service Contract

Alternatives: N.A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 6/20/2024

Mayra Gomez

Approved - 6/20/2024

Kimberly Mendoza

Approved - 6/20/2024

Hilda Pedraza

Approved - 6/24/2024

Ricardo Rodriguez

Approved - 6/24/2024

Jamison Merrick

Approved - 6/26/2024

City Management Office

Final Approval - 6/26/2024

FORESIGHT PHARR SCOPE OF SERVICES (DRAFT)

The City of Pharr is engaging Quantum Consultants (QEC) to prepare a comprehensive plan in conformance with standards, procedures, and best management practices in Texas. The project planning area will encompass the City of Pharr's existing city limits and extraterritorial jurisdiction (ETJ) as identified by the City of Pharr.

SCOPE OF SERVICES:

The following tasks will be accomplished as part of the comprehensive plan update and may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in the Scope of Services.

- Task 1: Project Management and Quality Control
- Task 2: Stakeholder Engagement and Community Outreach
- Task 3: Introduction and Community Snapshot
- Task 4: Vision, Guiding Principles, and Goals
- Task 5: Land Use and Development
- Task 6: Transportation and Mobility
- Task 7: Economic Resiliency
- Task 8: Public Facilities, Parks, and Infrastructure
- Task 9: Downtown Revitalization
- Task 10: Neighborhoods, Housing, and Preservation
- Task 11: Implementation
- Task 12: Preparation of Final Documents

Task 1: Project Management and Quality Control

The purpose of this task is to perform project management and control project quality for the development of the comprehensive plan process, monitor progress and budget for project, and provide regular updates to the City of Pharr regarding the comprehensive plan.

Deliverables:

- Monthly one-page reports to the City of Pharr
- Monthly project management meetings with City of Pharr staff
- Monthly invoicing for the project
- Provide task deliverables based on schedule approved by the City of Pharr

Task 2: Stakeholder Engagement and Community Outreach

The purpose of this task is to perform and optimize stakeholder engagement and community outreach for the comprehensive plan rewrite. A Public Engagement Plan will be developed in coordination with the City of Pharr to establish engagement and outreach methods and leverage methods for both in-person meetings and virtual meetings.

For all engagement efforts described below, the City of Pharr and QEC may mutually agree to reassign meetings and engagement methods for other forms of outreach with similar efforts to leverage opportunities in the community or allow for other creative approaches as established in the Public Engagement Plan mutually agreed to by the City of Pharr and QEC.

A Public Engagement Plan will be prepared, agreed to, and finalized based on the following engagement and outreach methods:

1. Staff Initiation Conference Call (1 meeting, totaling 1 hour)

A virtual meeting with City of Pharr will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations.

2. Kick-off Meeting and Study Area Tour (1 meeting and study area tour)

Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call.

Immediately following the Kick-off Meeting, participate in one (1) site tour of the study area with City of Pharr staff.

3. CPAC Meetings (3 meetings, 2 hours each)

CPAC Meetings will allow for the review of key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps and handouts for review, and drafts of key tasks for review and comment. A total of three (3) meetings are included in this scope of work, with all planned as virtual meetings unless consolidated with a planned in-person trip associated with another engagement activity of this task.

4. Stakeholder Meetings (6 stakeholder meetings, 2 days, 8 hours per day)

A total of two (2) days of stakeholder meetings are proposed during the project, with all planned as virtual meetings unless consolidated with a planned in-person trip associated with another engagement activity of this task. These meetings shall be scheduled as back-to-back meetings, if possible, to ensure continuity in the discussion, with logical breaks as necessary.

5. Community Workshops, Open Houses or Other Engagement Effort (4 efforts at 2 hours each)

Four (4) community workshops, open houses, or other engagements with similar level of effort, as established in the Public Engagement Plan, will be held during the process to identify issues and opportunities, and gather feedback on citizens' visions for the City. QEC will leverage site visits so that multiple workshops, open houses, or other engagement efforts can take place during the same visit by the consultant team. Engagement activities include participation at block parties, festivals, and other similar events.

6. City Council Check-In and Adoption Meetings (4 meetings at 2 hours each)

Receive input from and give updates to the City Council at two (2) City Council check-ins during the process. Attend two (2) adoption meetings; one at the Planning and Zoning Commission and one at the City Council. The City and QEC may mutually agree to reassign these meetings as needed.

7. Interactive Project Website, Virtual Engagement and Project Brand (1 website, 1 project brand, 2 surveys)

- a. Establish an interactive project website that supports integrated community engagement tools, such as virtual idea walls for brainstorming, interactive mapping for geographic feedback, virtual town halls and open houses, feature-rich online surveys, participatory budgeting in a seamless platform supportive of desktop and mobile access.
- b. Develop at least two (2) non-scientific online community surveys with the assistance of the City of Pharr.
- c. Establish branding for use throughout the planning process and on all documents.

Deliverables:

- Project website with described capabilities
- Meetings, events and engagements, and their associated support materials, as described
- Summaries of each engagement activity, consolidated as an appendix to the plan

Summary of Meetings and Trips:

- a. Based on the Scope of Services, the QEC will attend the following meetings:
 - Fifteen (15) Monthly Status Meetings with the City
 - One (1) Staff Initiation Conference Call
 - One (1) Kick-off Meeting and Study Area Tour
 - Three (3) CPAC Meetings
 - Up to Six (6) Stakeholder Meetings
 - Four (4) Community Workshops, Open Houses, or Similar Engagements
 - Two (2) City Council Check-Ins
 - Two (2) Adoption Meetings (Planning and Zoning Commission and City Council)
- b. Based on the Scope of Services, QEC will make at least three trips to the City of Pharr.

Task 3: Introduction and Community Snapshot

1. Baseline Analysis

- a. Study a historic timeline of the City of Pharr, including major events impacting physical development of the community.

- b. Analyze historic population and related growth trends and patterns.
- c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.

2. Planning Context

The following are elements to be documented to establish the planning context for the City of Pharr:

- a. Review past and ongoing planning efforts conducted by the City of Pharr.
- b. Evaluate regional initiatives, including activities of adjacent cities.
- c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development.

Deliverables:

- Draft introduction and community snapshot plan element

Task 4: Vision, Guiding Principles, and Goals

The purpose of this task is to draft the Community Vision, Guiding Principles, and Goals based on the following components:

1. Community Vision

Develop a vision statement based on an assessment of the City of Pharr's feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.

2. Guiding Principles and Goals

Develop guiding principles and goals based on analysis, community input and feedback received at the beginning of the process.

Deliverables:

- Draft vision plan, guiding principles, and goals Element

Task 5: Land Use and Development

1. Existing Land Use Analysis

Assess the land use characteristics of the City of Pharr, including:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.

2. Future Land Use Plan and Urban Form

Develop a future land use plan that will consider existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill, and redevelopment opportunities, and integrate them into a graphic depiction of the community's future. The plan will consider the following:

- a. Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
- b. Location of natural and building environment characteristics of the City of Pharr to promote conservation, appropriate use and protection of both natural and cultural resources that should be considered when making future development decisions.
- c. Location of future land uses along major transportation and transit corridors along with associated intensities, with consideration towards transit-oriented development.
- d. Equity and geographic disparities, and approaches to resolving those disparities.
- e. Economic productivity through development and redevelopment strategies.
- f. Compatibility of adjacent uses and contexts to provide transitions and buffering.

3. Metrics, Consequences and Tradeoffs

- a. Develop future scenario data and metrics to understand consequences and tradeoffs to different future development patterns, which may include land consumption, energy use, water use, walk accessibility, transit accessibility, transportation, emissions, household costs, fiscal performance, and risk and resilience.
- b. Fiscal analysis will be grounded in the local market potential, the real cost of services for the City and the primary revenue sources for cities: property tax, sales tax, and fee revenue.

4. Urban Form and Overlay Districts

- a. Assess and provide recommendations on the urban form of the City of Pharr, including

compact development, corridors, activity centers and open space networks.

- b. Assess methods and approaches to support mixed-use development at a variety of scales and intensities.
- c. Analyze and propose where use of overlay districts can be used to accomplish objectives, outlining policies and boundaries for proposed districts.

5. Aligning Vision with Market

Identify strategies to balance and bridge the gap between current market demand, long-term desired state or aspiration goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned. Analysis and recommendations regarding alignment of market to vision may alternatively be addressed in the Economic Resilience Element.

6. Population Patterns

- a. Develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations.
- b. Evaluate shifting population patterns and trends to increase understanding of the City of Pharr's stage of growth and development relative to likely build-out.

Deliverables:

- Draft land use and development plan element as described, including goals, objectives, and actions

Task 6: Transportation and Mobility

1. Current Plans and Agency Coordination

- a. Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered.
- b. Analyze data from the City of Pharr, the Texas Department of Transportation (TXDOT), the Rio Grande Valley Metropolitan Planning Organization (MPO), transit providers, and adjacent communities.
- c. Compile appropriate GIS base mapping for use in the conduct of study. The City of Pharr will provide current GIS data to include city and extraterritorial jurisdiction limits, street centerline and names, parcel data, current right-of-way, existing thoroughfare plan, and public and community facilities.

2. Existing Conditions Assessment

Conduct a general overview of the existing thoroughfare system to serve as a basis plan development. Elements included as part of this assessment will include existing street functional classification, identification of critical intersections, existing and future major traffic generators, and key regional connections. Data of available traffic volumes or validated travel demand modeling will be used to assess general roadway utilization and potential issues resulting from long-term growth. Data compiled from this task of effort will be documented to establish a planning context and include:

- a. Current local and regional travel patterns
- b. Key planning, growth, and development influences
- c. Identified issues and needs of the transportation network

3. Evaluation of Future Roadway Needs

- a. Review available travel forecast modeling information to serve as a conduit for defining future network needs, roadway sizing, and system improvements necessary to address long-term growth and development.
- b. Coordinate with the Rio Grande Valley MPO to obtain relevant forecasts, other long-range planning, or growth trends based on historical count figures.
- c. Internally collaborate and coordinate relevant interim and long-term growth, as well as future land use and housing planning, to ensure relevant transportation system connectivity and integration is addressed to meeting continued growth needs of the city. Land use location, type, density, and intensity will be considered as part of the thoroughfare planning process. Other information, such as future major employers, large population concentrations, community facilities or amenities, will also be considered.

4. Thoroughfare Plan and Functional Classification

- a. Update the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development.
- b. Address system functional classification to facilitate long-term mobility needs.
- c. Identify arterial class intersections within the network, developing policy recommendations for general design and right-of-way parameters.

5. Design Standards

- a. Review current design standards and recommendations prepared for each functional class of street.

- b. Update roadway cross-sections graphically depicting land configurations, pedestrian realm, and right-of-way dimensions.
- c. Prepare general design standards for thoroughfare layout (location, intersection spacing, etc.), along with supporting text detailing pedestrian systems.
- d. Consider approaches to create multimodal solutions and right-sizing of facilities, including concepts like road diets and integration of public health outcomes.
- e. Define key corridor considerations necessary for system implementation and preservation of carrying capacity of network facilities. Elements such as access coordination, shared drives, special pedestrian facilities and coordinated median openings will be highlighted.

7. Action Plan

- a. Provide a list of short and long-term actions for implementation of the thoroughfare plan and include roadway needs, policy considerations (traffic impact analysis, etc.), and other programmatic items (pavement management program, etc.).
- b. Action items will be organized into a matrix describing the specific action, its priority and timeframe, and the parties responsible for carrying out the action. Action items will be organized into a checklist-style matrix describing the “who, what, when and how” for implementing or carrying out each recommendation.

Deliverables:

- Draft transportation and mobility plan element, including goals, objectives, and actions

Task 7: Economic Resiliency

1. Evaluate economic approaches and challenges in the City and Rio Grande Valley, including those brought about by the coronavirus, to develop strategies to build economically resilient and diverse communities.
2. Analyze the broad factors influencing new development, redevelopment, and tourism activity in the City of Pharr, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.
3. Examine the high level economic and tax impacts of the major components of the Plan, providing the City of Pharr with a sense of how much new job activity and incremental revenue will be captured over the next 10 to 20 years.
4. Recommendations and findings will take into consideration the City’s position within the Rio Grande Valley’s competitive economic development environment, seeking to identify those attributes that can distinguish the City of Pharr and bring about the desired quality of life.

Deliverables:

- Draft economic resiliency plan element as described.

Task 8: Public Facilities, Parks, and Infrastructure

1. Integration of Water and Wastewater Utility Master Plans

Identify and discuss implications for the City's infrastructure resulting from plan direction for land use and development intensity, integrating existing Water and Wastewater Master Plans as applicable.

2. Stormwater Infrastructure

Prepare goal, policy, and action items for a stormwater/drainage component, focusing on the municipal separate stormwater system and conveyance of water efficiently from storm events, treatment of runoff to preserve natural assets and the environment, regional approaches, and positioning the City for efficient operations and maintenance into the future.

3. Facilities and Parks

Develop goal, policy, and action items related to necessary community facilities and services, such as police, fire, and parks, correlated to future land use projections.

Deliverables:

- Draft public facilities, parks and infrastructure plan element as described.

Task 9: Downtown Revitalization

1. Existing Conditions and Catalyst Analysis

- a. Inventory and analyze existing land use, transportation and urban design conditions within the downtown study area, documenting building and design conditions.
- b. Review the study area's physical framework:
 - Land use patterns, parking areas and green spaces
 - Traffic and transportation framework
 - Pedestrian facilities
 - Historic structures
 - Vacant and underutilized parcels
- c. Review the study area's regulatory and policy framework:
 - Existing regulations and effects on development
 - Current financial and regulatory boundaries, including tax increment reinvestment zones and other special districts

- d. Review the study area's ownership and land assembly framework:
 - Existing ownership patterns
 - Existing assessed or appraised values
 - Publicly owned lands
- e. Identify gaps and opportunities, appropriate market niches for retail, commercial, residential, tourism, and social/cultural uses to inform identification of catalysts.
- f. Identify catalyst projects of significant parcels for new development or redevelopment to inform revitalization strategies.

2. Revitalization Plan

- a. Develop a market-based revitalization program focusing on the development of strategies, policies and programs for recruitment, retention and expansion of business, leveraging of historic resources, delivery of housing in multiple formats, and redevelopment within the Study Area consistent with findings.
- b. Identify potential projects and opportunities for improving and enhancing public and private efforts to promote recreation, accessibility, tourism and a sense of community, character and identity through urban design, open space and public art.
- c. Prepare a character plan depicting categories of development intensities, buildings, general parking and building characteristics in an urban condition.
- d. Prepare one (1) illustrative master plan to depict base information with catalyst infill graphics for proposed infill buildings by land use/form type, key public spaces/streetscapes, key open space locations and key planning strategies.

3. Downtown Implementation

- a. Develop an action plan to address policies and related recommendations, such as regulatory actions, programs, capital projects, and intergovernmental partnerships.
- b. Identify responsible parties, prioritization and best-fit approaches to financing, including incentive policy recommendations best-suited to various plan implementation elements. This excludes drafting legal preliminary and project plans for financing districts as those efforts can vary and should be tailored to the specific approach.

Deliverables:

- Draft downtown revitalization plan element as described, including goals, objectives and actions

Task 10: Neighborhoods, Housing and Preservation

1. Neighborhood and Housing Assessment

- a. Evaluate neighborhoods at a high-level in terms of completeness: where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
- b. Identify a variety of existing and recommended neighborhood and housing programs to address any emerging issues and public health, including a map of neighborhood associations.
- c. Explore housing typologies to address compatibility with character while allowing for incremental change, such as the use of accessory dwellings, townhomes and a variety of building type formats and other forms of housing responsive to market interest and need.

2. Neighborhood/Small Area Planning Framework Guidance

Evaluate approaches to create a policy foundation for neighborhood and small area planning supportive of compatible redevelopment and revitalization.

3. Preservation and Design

- a. Assess the City's ongoing efforts in historic preservation, identifying any needs for new or updated historic resources surveys.
- b. Develop policies that address community gateways, community image, and the preservation of character-giving community elements.

Deliverables:

- Draft neighborhoods, housing and preservation plan element as described, including goals, objectives, and actions

Task 11: Draft Implementation

Provide an implementation plan structured into a coordinated action program The implementation plan will outline priorities in a matrix format, primarily by:

1. Reviewing the various policies and related recommendations from each plan element.
2. Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions, programs, and intergovernmental partnerships, to create an overall Action Plan.
3. Prioritizing the implementation techniques/actions into appropriate time periods.

4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.
5. Preparing a diagnostic analysis and report on the City's current development ordinances to identify alterations and amendments necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.

Deliverables:

- Draft implementation plan element as described

Task 12: Preparation of Final Documents

1. Draft Report
 - a. Individual draft plan elements will be sent throughout the planning process. The City of Pharr will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to the QEC within two (2) weeks of submission.
 - b. Prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and tasks. The draft will be provided to the City of Pharr, CPAC, and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within two (2) weeks of submission. QEC will provide a comment review meeting to clarify any comments.
 - c. Prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Council.
2. Final Report and Deliverables
 - a. Produce an "as adopted" final report to incorporate any changes made during the adoption process by City Council.
 - b. Provide deliverable in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City. The plan will be prepared in Adobe InDesign.
 - c. Provide twenty-five (25) bound hard copies of the final report.
3. Plan Mapping

All mapping created will use ESRI's ArcGIS software and other necessary rendering software. The City of Pharr will provide all necessary base mapping data in compatible electronic format to generate necessary mapping.

TIME OF COMPLETION

QEC is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within fifteen (15) months of the notice to proceed.

If QEC's services are delayed through no fault of QEC, QEC shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to QEC, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

RESPONSIBILITIES OF OWNER

City shall perform the following in a timely manner so as not to delay the services of QEC:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Provide information from all previous and current studies and projects (as available) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.
- C. Provide the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form native to ESRI ArcGIS.
- D. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by QEC within a reasonable time so as not to delay the services of QEC. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- F. Designate a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to QEC's services for the Project.
- G. Arrange for access to and make all provisions for QEC to enter upon public and private property as required for QEC to perform services under this Agreement.
- H. Bear all costs incident to compliance with the requirements of this Article 2.

PROPOSED BUDGET

Foresight Pharr - Proposed Budget

Task	Cost Estimate
Task 1: Project Management and Quality Control	\$9,735
Task 2: Stakeholder Engagement and Community Outreach	\$38,595
Task 3: Introduction and Community Snapshot	\$10,676
Task 4: Vision, Guiding Principles and Goals	\$8,778
Task 5: Land Use and Development	\$29,523
Task 6: Transportation and Mobility	\$25,529
Task 7: Economic Resiliency	\$20,508
Task 8: Public Facilities, Parks, and Infrastructure	\$10,529
Task 9: Downtown Revitalization	\$10,226
Task 10: Neighborhoods, Housing, and Preservation	\$11,650
Task 11: Implementation	\$14,365
Task 12: Preparation of Final Documents	\$10,474
Total	\$200,588

Special Services Add-On/Contingency **\$20,058.80**

Total with Special Services Add-On/Contingency **\$220,646.80**

Foresight Pharr - Proposed Budget

Task	Cost Estimate
Task 1: Project Management and Quality Control	\$9,735
Task 2: Stakeholder Engagement and Community Outreach	\$38,595
Task 3: Introduction and Community Snapshot	\$10,676
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Task 8: Public Facilities, Parks, and Infrastructure	\$10,529
Task 9: Downtown Revitalization	\$10,226
Task 10: Neighborhoods, Housing, and Preservation	\$11,650
Task 11: Implementation	\$14,365
Task 12: Preparation of Final Documents	\$10,474
Total	\$200,588

Special Services/Contingency **\$20,058.80**

Total with continency **\$220,646.80**



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.D.

DATE SUBMITTED: June 24, 2024

MEETING DATE: July 1, 2024

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on acceptance of S. Cage Blvd. & Hi Line Rd. 16-inch Waterline Improvements Project, and release of final payment and retainage in the amount of \$44,660.00 to Southern Trenchless. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Southern Trenchless Solutions has completed the S. Cage Blvd. & Hi Line Rd. 16-inch Waterline Improvements Project. A final walk through was held May 16, 2024, and improvements were found to be complete and in general compliance with plans and specifications.

Project No. 2122-60-583-S017-001

BuyBoard No.635-21

Fiscal Consideration: Original Contract: \$277,200.00

Amendment No. 1: \$30,800

Final Contract: \$308,000.00

Pay App #1: \$263,340.00

Pay App #2 (Final): \$44,660.00

Pay Apps Total: \$308,000.00

Staff Recommendation: Staff recommends approval of final payment and release of the retainage in the amount of \$44,660.00.

Alternatives: None--the project is complete and contractor is requesting final payment.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ofsman M. Quintana

Ruben Alfaro

Maritza Magallan

Ricardo Rodriguez

Jamison Merrick

Created/Initiated - 6/24/2024

Approved - 6/27/2024

Approved - 6/27/2024

Approved - 6/28/2024

Approved - 6/28/2024

City Management Office

Final Approval - 6/28/2024

STATE OF TEXAS}

{CONTRACTOR'S AFFIDAVIT OF
{FINAL PAYMENT AND RELEASE

COUNTIES OF DALLAS AND COLLIN }

BEFORE ME, the undersigned authority, on this day personally appeared Ramon Cinsner ("Affiant"), who, after being by me duly sworn, deposes and says that he is Owner / CEO of Southern Trenchless Solutions, LLC, a (corporation) (partnership) (trade name) of Cameron County, Texas, ("the CONTRACTOR"), which said CONTRACTOR was awarded the contract by the City of Pharr Texas (the "City"), dated the 10th day of April 2024 for the construction of 16" Water Main Improvements ("the Work"), for a total consideration of \$ 398,000 he paid to the said CONTRACTOR (the "Contract"), and that Affiant has full power and authority to make this Affidavit.

THAT the City has approved the final estimate on said Work, and that the said CONTRACTOR has fully satisfied and paid any and all claims that may be covered by Chapter 2253, Texas Government Code, as amended, and or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said CONTRACTOR insofar as they pertain to the Work and Contract.

THAT in addition to any funds which may have been previously paid by the City, the CONTRACTOR hereby accepts the amount of \$ 308,000 as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the CONTRACTOR may have to pursue claims of any nature against the City arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contract ("Subcontractors"), as well as claims for delay, additional compensation, extra work beyond scope of the Contract, or for recovery of liquidated damages which may have been withheld by the City. The CONTRACTOR shall defend, hold harmless and indemnify the City from any and all such claims of such Subcontractors. The CONTRACTOR further releases the City from any claim or liability arising from any act or neglect of the City related to or connected with the Contract. This Affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

CONTRACTOR:

Southern Trenchless Solutions, LLC.

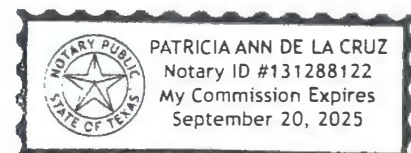
BY: TC

(Affiant)

SUBSCRIBED AND SWORN TO BEFORE ME, this 10th day of April, 2024.

BY: Patricia Ann De La Cruz
Notary Public, Cameron County, Texas

My Commission Expires: September 20, 2025



Payment Request No. 22162-02
Period: 05/15/2023 to 04/10/2024

Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: Southern Trenchless Solutions
1200 W. EXP 83, La Feria, TX 78559
PHONE (956) 277-0354

Project: S. Cage Blvd. & Hi-Line Rd. 16" Waterline
Improvements Project
Buyboard No. 635-21

Original Contract Amount: \$277,200.00
Change Orders: \$30,800.00
Contract Amount to Date: \$308,000.00
Total to Date: \$308,000.00 Attachment "A"
Total Stored to Date: *
Total to Date: \$308,000.00
Retainage: 5% \$0.00
Total Due Less Retainage: \$308,000.00
Less Previous Payments: \$263,340.00
Current Payment Due: \$44,660.00

RETAINAGE

Percent Completed: 100.00%
Contract Time: 90 Days
Notice to Proceed: 5/15/2023

Change Order Summary		
No.	Addition	Deductions
Totals:	\$0.00	\$0.00

Net Change Order: \$0.00

* Provide Documentation



Pharr
Engineering



Contractor:

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

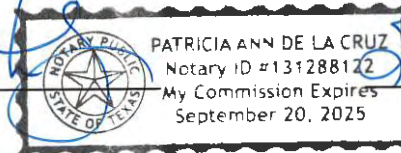
Signature: _____

Date: 4/10/24

Subscribed and sworn before me this 10th day of April 2024

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

Notary Public: _____



My Commission Expires: September 20, 2025

Engineer of Record

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

Signature: _____

Date: _____

Approved:

Ruben Alfaro, PE
City Engineer

Signature _____

Date _____

Mayra Gomez
Purchasing Director

Signature _____

Date _____

Jamison Merrick
Interim Finance Director

Signature _____

Date _____

Jonathan Flores
City Manager

Signature _____

Date _____

City of Pharr - Waterline Bore Replacement S. Cage Blvd. & Hi-Line Rd.

Attachment "A"

Tabulation of Contact Work Performed

Item No.	Description	Contract				This Period		Total to Date		Balance	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
231	Mobilization	EA	1	\$7,500.00	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
231	Demobilization	EA	1	\$7,500.00	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
419	Reaming 12" Dia. Final Hole Dirt	LF	30	\$200.00	\$6,000.00	30	\$6,000.00	30	\$6,000.00	0	\$0.00
423	Reaming 16" Dia. Final Hole Dirt	LF	231	\$250.00	\$57,750.00	231	\$57,750.00	231	\$57,750.00	0	\$0.00
202	Trench Safety	LF	281	\$75.00	\$21,075.00	281	\$21,075.00	281	\$21,075.00	0	\$0.00
510	Traffic Control Plan	DAYS	20	\$500.00	\$10,000.00	20	\$10,000.00	20	\$10,000.00	0	\$0.00
196	Access Pit (>12'-15' deep)	EA	1	\$20,000.00	\$20,000.00	1	\$20,000.00	1	\$20,000.00	0	\$0.00
232	Bore with steel casing	LF	96	\$100.00	\$9,600.00	96	\$9,600.00	96	\$9,600.00	0	\$0.00
MISC	Reaming 24" Diameter Final Hole Dirt	LF	20	\$350.00	\$7,000.00	20	\$7,000.00	20	\$7,000.00	0	\$0.00
MISC	16"x16" (F.E. X F.E.) Tee	EA	1	\$3,800.00	\$3,800.00	1	\$3,800.00	1	\$3,800.00	0	\$0.00
MISC	24" x 16" (F.E. X F.E.) Tee	EA	1	\$10,000.00	\$10,000.00	1	\$10,000.00	1	\$10,000.00	0	\$0.00
MISC	16" (F.E.XM.J.) Gate Valve with Box	EA	3	\$10,000.00	\$30,000.00	3	\$30,000.00	3	\$30,000.00	0	\$0.00
MISC	16" (M.J.) Gate Valve with Box	EA	1	\$10,000.00	\$10,000.00	1	\$10,000.00	1	\$10,000.00	0	\$0.00
MISC	24" (F.E. X M.J.) Gate Valve with Box	EA	2	\$25,000.00	\$50,000.00	2	\$50,000.00	2	\$50,000.00	0	\$0.00
MISC	12" (MJ) cap	EA	2	\$1,400.00	\$2,800.00	2	\$2,800.00	2	\$2,800.00	0	\$0.00
MISC	16" (MJ) cap	EA	1	\$1,800.00	\$1,800.00	1	\$1,800.00	1	\$1,800.00	0	\$0.00
MISC	16" x 12"(MJ) Reducer	EA	1	\$1,925.00	\$1,925.00	1	\$1,925.00	1	\$1,925.00	0	\$0.00
MISC	12" (MJ) Dresser Coupling	EA	3	\$1,225.00	\$3,675.00	3	\$3,675.00	3	\$3,675.00	0	\$0.00
MISC	16 " (MJ) Dresser Coupling	EA	1	\$2,500.00	\$2,500.00	1	\$2,500.00	1	\$2,500.00	0	\$0.00
MISC	24" (MJ) Dresser Coupling	EA	2	\$3,100.00	\$6,200.00	2	\$6,200.00	2	\$6,200.00	0	\$0.00
MISC	Payment & Performance Bonds	EA	1	\$8,075.00	\$8,075.00	1	\$8,075.00	1	\$8,075.00	0	\$0.00
					\$277,200.00		\$277,200.00		\$277,200.00		\$0.00
CO #1	Flowable Fill for Abandoned Line	LS	1		\$30,800.00		\$30,800.00		\$30,800.00		\$0.00
TOTALS					\$308,000.00		\$308,000.00		\$308,000.00		\$0.00



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.E.

DATE SUBMITTED: June 25, 2024

MEETING DATE: July 1, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Collective Bargaining Labor Agreement between Pharr Police Officers Association and the City of Pharr for FY 2024-2025 through FY 2026-2027. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The current contract will expire on September 30, 2024.

Fiscal Consideration: The collective bargaining agreement will result in an approximately \$2.06 million increase in the Police Department's budget over the term of the agreement.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

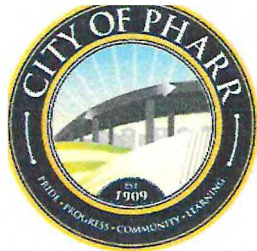
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 6/25/2024
Approved - 6/25/2024
Approved - 6/26/2024
Final Approval - 6/26/2024



COLLECTIVE BARGAINING LABOR AGREEMENT
BETWEEN THE
CITY OF PHARR, TEXAS
AND THE
**PHARR POLICE OFFICERS
ASSOCIATION (PPOA)**

FY 2024-25 THROUGH FY 2026-27



SIGNATURE & EXECUTION PAGE

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

THE CITY OF PHARR, TEXAS

(Approved by Pharr City Commission on _____, 2024)

By: _____
Ambrosio Hernandez
Mayor

By: _____
Jonathan B. Flores
City Manager

By: _____ Date: _____
Imelda Perez
City Clerk

THE PHARR POLICE OFFICERS ASSOCIATION (PPOA)

(Approved by PPOA Membership; Letter dated _____, 2024)

By: _____
Marcos Ramirez
President, PPOA

_____ Date: _____
Jose De Hoyos
Secretary, PPOA

TABLE OF CONTENTS

ARTICLE 1. IDENTIFICATION OF THE PARTIES.....	1
ARTICLE 2. PURPOSE OF THIS AGREEMENT.....	1
ARTICLE 3. RECOGNITION CLAUSE & RELATED MATTERS.....	1
ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT.....	2
ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES	2
ARTICLE 6. MANAGEMENT RIGHTS.....	3
ARTICLE 7. MAINTENANCE OF STANDARDS	4
ARTICLE 8. PROMOTIONAL ELIGIBILITY REQUIREMENTS	4
ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION	5
ARTICLE 10. OVERTIME PAY	6
ARTICLE 11. PAID TIME OFF: HOLIDAYS.....	6
ARTICLE 12. PAID TIME OFF: VACATION LEAVE.....	7
ARTICLE 13. PAID TIME OFF: SICK LEAVE.....	7
ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE.....	8
ARTICLE 15. INSURANCE BENEFITS	9
ARTICLE 16. PENSION BENEFITS.....	9
ARTICLE 17. SUBSTANCE ABUSE TESTING.....	9
ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES.....	10
ARTICLE 19. CYCLE & SHIFT EXCHANGES.....	10
ARTICLE 20. ACCOMODATION FOR ASSOCIATION ACTIVITY	11
ARTICLE 21. CONTINUING EDUCATION AND TRAINING.....	12
ARTICLE 22. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS	12
ARTICLE 23. PHYSICAL FITNESS REQUIREMENTS	15
ARTICLE 24. GRIEVANCES & GRIEVANCE PROCEDURE.....	20
ARTICLE 25. ARBITRATION PROCEDURES	21
ARTICLE 26. MISCELLANEOUS PROVISIONS	23
ARTICLE 27. SAVINGS CLAUSE.....	23
ARTICLE 28. GLOSSARY OF TERMS	24

GRIEVANCE FORMS

2 pages

APPENDIX "A" - PAY TABLE

6 pages

ARTICLE 1. IDENTIFICATION OF THE PARTIES

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

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

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

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

ARTICLE 2. PURPOSE OF THIS AGREEMENT

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

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

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

ARTICLE 3. RECOGNITION CLAUSE AND RELATED MATTERS

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

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

ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall encompass three fiscal years, from October 1, 2024 through September 30, 2027.

Section 2. Hold Over Provisions. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this agreement under its terms, all terms of this current Agreement shall remain in full force and effect until replaced by a successor Agreement, but in no event shall continue longer than 2032.

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

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

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

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

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

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

ARTICLE 6. MANAGEMENT RIGHTS

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

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

- A. General management and administrative control and authority over the Police Department, including its properties, facilities, and equipment, operations, and staffing.
- B. Determination of the Police Department's overall budget from year to year.
- C. Determination of which Police Department programs, functions, and operations to implement.
- D. Determination over the Police Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance.

- E. Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures created, adopted, or amended under the authority of the Chief of Police, the City Manager, or the City Commission.
- F. Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid.
- G. Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement.
- H. Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements.
- I. Control of performance, production and service standards within the Police Department.

ARTICLE 7. MAINTENANCE OF STANDARDS

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

Section 2. The PARTIES expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational need of the Department and the CITY and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3. This Article is intended to supplement the preceding Article on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the Article on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 8. PROMOTIONAL ELIGIBILITY REQUIREMENTS

Section 1. Promotional Exam Grading: That parties hereby agree to modify § 143.033(c), TLGC, relating to the calculation of promotional examination grades, to provide that a police officer's seniority points, if any, shall not be added to that officer's raw test score unless the officer first receives a passing grade of seventy (70) or better on the written test.

Section 2. Time In Grade Modification. To qualify for the civil service examination for the classification of Sergeant, a member must first have a minimum of five (5) years of experience in the next lower classification. The Parties agree that a member's probationary first year is counted towards the five (5) year minimum provided by this Article.

Section 3. To qualify for the civil service examination for the classification of Lieutenant, the employee must qualify pursuant to 143.028 TLGC.

Section 4. Assistant Chief. The Assistant Chief Positions will be selected from supervisory personnel at the rank of Sgt. or above.

Section 5. The foregoing modifications provisions are specifically authorized under § 174.006(a), TLGC and the parties intend to give it full effect to the foregoing modifications.

ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION

Section 1. Base Pay Per Rank. See Pay Table, Appendix A

Section 2. Seniority Pay. See Pay Table, Appendix A.

Section 3. Longevity Pay. See Pay Table, Appendix A.

Section 4. Certification Pay. See Pay Table, Appendix A.

Section 5. Education Pay. See Pay Table, Appendix A.

Section 6. Assignment Pay. See Pay Table, Appendix A.

Section 7. Authorization for Foregoing Pays. Each of the foregoing pays, which require authorization as per the requirements of Chapter 143, TLGC, are hereby authorized by virtue of the approval of this Labor Agreement by the City Commission and will be paid if the individual officer satisfies the conditions for receiving such pay.

Section 8. Both Parties acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The parties agree to initiate negotiations as to the wage salary and certificate pay provisions in of this Agreement upon the occurrence of either of the following two conditions:

- A. Where the electorate of the City of Pharr subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or,

- B. Where the City makes a good faith determination that because of an act of God, or a natural disaster, the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

Section 9. Subject to unexpected financial constraints, any freezes on wages will be across the board freezes along with non-civil service employees.

Section 10. Any resolution of issue(s) reached during a Collective Bargaining which may have a budgetary impact shall require the City Manager's recommendation, which would be non-binding on the City Council. Provisions of this Agreement may be revised and modified due to budgetary constraints or changes in the law

ARTICLE 10. OVERTIME PAY

Section 1. Overtime Pay. Except as otherwise provided in this Labor Agreement, all police officers shall earn and accrue overtime pay or comp time based on forty hours, worked workweek, such practice being in accordance with the Department's existing practices.

ARTICLE 11. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF PHARR for its civilian employees, as designated by the City Commission through official action at any given time.

Section 2. "Holiday" shall mean the actual holiday and not the City's designated day off for non-bargaining unit employees.

Section 3. Officers will receive holiday pay at their regular rate for the holiday regardless of whether they work it or not.

Section 4. Officers who work on a designated holiday shall receive, in addition to their regular rate of pay, premium pay at time and a half for hours actually worked on the designated holiday, regardless of whether the FLSA hours worked requirement is satisfied.

Section 5. If the officer so elects, comp time may be substituted for the premium pay for hours actually worked.

Section 6. An officer scheduled to work on a holiday may request leave to take the holiday off. If approved, the officer will still be paid the regular rate of pay for that holiday but will not receive the premium pay at time and a half. The officer shall not be required to submit comp time or annual leave as a condition to taking the day off.

Section 7. An officer will be allowed to participate in the personal day in accordance with City Policy.

ARTICLE 12. PAID TIME OFF: VACATION LEAVE

Section 1. Accrual Rate. Officers shall earn and accrue vacation leave at the rate of fifteen (15) working days' vacation leave in each year, except as otherwise provided in this Agreement; provided, however, that officers with twenty years or more of seniority shall accrue vacation leave at the rate of twenty (20) working days per year.

Section 2. Carry-Overs. Bargaining unit employees shall be allowed to carry over any unused vacation days from year to year but may not accumulate more than a total of two years' worth of annual leave at any time. Accrual of vacation leave beyond two years' worth of such leave shall not be recognized or credited, except as provided for below. This provision specifically overrides contrary provisions under §143.046(c), TLGC and the carry-over provisions contained herein are specifically approved by the CITY's governing body upon approval of this Labor Agreement.

A Grandfathering Provision. Bargaining unit members who, at the execution and implementation of the Agreement have been allowed to accrue more than two years' worth of annual leave shall not lose that leave time in excess of two years but shall not accrue any additional time in excess of two years.

B. Under such circumstances, any accrual of vacation leave shall be abated indefinitely unless and until the accrued vacation leave bank falls below the two-year cap, at which time vacation leave shall again continue to accrue up to the cap.

Section 3. Scheduling. Scheduling of vacation leave shall be handled in accordance with the operational needs of the department. as determined by the Chief of Police and/or the City Manager.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate. Police Officers shall earn and accrue sick leave time in accordance with the minimum requirements of §143.045, TLGC - fifteen working days each twelve months, pro-rata as per the statute.

Section 2. Accumulation of Sick Leave Time. Police Officers shall accumulate sick leave time in accordance with the minimum requirements of§ 143.045, TLGC and payout of any accrued sick leave benefits shall also be in accordance with§143.045, TLGC.

Section 3. Purpose of Sick Leave. Sick leave time is a privilege to be used for the sole purpose of wage continuation when a bargaining unit member is incapacitated due to a bona-fide illness, medical treatment and/or exposure to contagious disease that may jeopardize the health of others.

Section 4. Procedure for Notification. The procedure for notification of sick leave shall be handled in accordance with the directives set by the Chief of Police after consultation with ASSOCIATION representation. Any changes to the notification directive also require consultation with ASSOCIATION representation.

Section 5. Protocol. When sick leave is taken because of the illness, injury, or disability of the police officer personally, that employee shall concern themselves with their personal recovery and shall make every effort to effectuate a return to duty status as soon as reasonably possible.

Section 6. Use of Sick Leave for Others as Allowed by Law. Any time taken by an employee under the authority of the Family Medical Leave Act, or any other similar law, shall be charged against a police officer's accrued sick leave time. Sick leave utilization in connection with the requirements of a state or federal law may only be taken when the conditions for such leave, as prescribed by the applicable law, are satisfied. Abuse of any such privileges may subject the employee to disciplinary action.

Section 7. Administrative Investigation Privileges. City management reserves the right to investigate usage of sick leave by a police officer, and may require, upon reasonable suspicion, an employee to provide documentary proof in support of sick leave usage when requested to do so by supervisory management. Failure to cooperate in any such investigation may subject the member to disciplinary action.

Section 8. Sick Leave Donation Program. Bargaining unit members shall be allowed to use any sick leave donation program that exists under the CITY's civilian personnel policy, if any, provided, however, that the approving authority for any such program as it applies to police department personnel shall be the Chief of Police.

ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any bargaining unit employee, said employee shall be granted paid leave of up to three (3) working days per calendar year and within two weeks of the death.

Section 2. For purposes of this Article only, the term "immediate family" is defined as spouse, son, daughter, parents, grandparents, brother, sister, nieces, nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts and first cousins and anyone who resides in the household of the employee and is dependent on the employee for support.

Section 3. The Police Chief or his designee may upon the request of the employee, allow additional time off, subject to the operational needs of the department. Sick leave may not be used for bereavement leave purposes.

ARTICLE 15. INSURANCE BENEFITS

Section 1. Life Insurance. The CITY will provide the same level of term life insurance protection to every full time, permanent member of the bargaining unit as it does for its civilian employees.

Section 2. Should there be an increase in life insurance coverage for civilian employees, a similar increase shall be provided to the bargaining unit.

Section 3. Medical Insurance: The CITY will furnish to each bargaining unit employee the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY's civilian employees at any given time. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY OF PHARR and its employees at any given time.

ARTICLE 16. PENSION BENEFITS

Section 1. The CITY shall contribute to the pension funds of individual bargaining unit members an amount equivalent to what the CITY provides to the CITY's civilian employees under the Texas Municipal Retirement System at any given time.

ARTICLE 17. SUBSTANCE ABUSE TESTING

Section 1. For purposes of this Labor Agreement, the baseline substance abuse testing policy shall be designated by the CITY for its civilian employees, as established by the City Commission through official action.

Section 2. Provided, however, that given the heightened levels of substance abuse prevention and avoidance for public safety personnel, the Department may also establish, by departmental policy a substance abuse policy that is stricter than that afforded to civilian personnel.

Section 3. The parties understand and agree that in addition to the for cause standards of substance abuse allowed by state and federal law, the Department shall also establish a substance abuse testing program that will result in all officers being tested for substance abuse at least one each year.

Section 4. In this regard, the parties understand and agree that administrative orders to submit to a substance abuse test shall be random and given on little or no notice by administration.

ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES

Section 1. Pay Cycle. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the CITY's authority to alter, modify, or otherwise change its pay cycles for police personnel so long as any modification is in accordance with state and/or federal law.

Section 2. Compensatory Time. Compensatory time may be allowed in accordance with the requirements of the Fair Labor Standards Act and at the discretion of the Police Chief or the City Manager.

ARTICLE 19. CYCLE & SHIFT EXCHANGES

Section 1. Cycle Exchange. The Chief of Police or his designate may grant the request for any two (2) members of the bargaining unit, who are qualified and of equal rank, to exchange cycles of work if such trade will not disrupt normal police department operations. This exchange will be for the entire three-month cycle of duty. The Chiefs or his designee's determination shall be final and not appealable.

Section 2. Under no circumstances will overtime or workout of out classification pay be demanded by an employee for time worked during the "traded time." Overtime will be earned by the working officer as current practice dictates.

Section 3. Shift Exchange. Any two members of the Police Department of equal rank and who are equally qualified may exchange a working shift, with the approval of the supervising Sergeant for the shift in which the exchange takes place. The officer who is scheduled to work must give notice and secure approval no less than two (2) hours prior to roll call. If for any reason the substitute officer fails to show, it will reflect as an unscheduled absence for the officer originally scheduled to work.

Section 4. The exchange repayment will be between the two officers and the City will not be a party to any repayment due. Any overtime associated with the exchanged shift will be paid to the officer who is actually performed the work.

ARTICLE 20. ACCOMODATION FOR ASSOCIATION ACTIVITY

Section 1. Bulletin Board. The CITY shall allow for space on an existing bulletin board within the Police Department, which the ASSOCIATION may use to communicate matters relating to ASSOCIATION business to its members. Articles placed on such board shall be limited to local, state, or national meetings, announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates or issues or any matters or materials that are degrading or derogatory to the City, or to any public officials, will be allowed on the board and must be removed by the ASSOCIATION President, or his designate, upon request of the Police Chief, the City Manager, or their designate.

Section 2. Bargaining Sessions. For purposes of attending collective bargaining negotiations, up to four members of the ASSOCIATION's bargaining team, if scheduled to be on duty at the time a bargaining meeting or conference takes place, shall have the privilege of attending bargaining sessions without loss of pay or benefits; provided, however, that any such time spent shall be treated as on duty time and the police officer representative shall remain on call for all purposes.

Section 3. Other Union Activity. Up to (4) board members, from the recognized bargaining agent shall be permitted, without loss of pay, to attend the annual convention of the designated ASSOCIATION if such convention occurs during duty time of that officer and subject to the staffing needs of the department. Such paid leave time shall not exceed three (3) working days per calendar year. Travel time and associated expenses would not be at the expense of the City.

Section 4. Payroll Dues Deductions. The CITY agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the ASSOCIATION, from the pay of those police officers who individually request, in writing, that such deductions be made from their paycheck.

- A. The total amount of deductions shall be remitted once each month, together with the names of the police officers from whom deductions were made by the CITY, to the Treasurer of the ASSOCIATION. The CITY shall forward to the ASSOCIATION a copy of all authorization or cancellation of voluntary deduction of ASSOCIATION dues by any police officer.
- B. This dues deduction provision is not intended to be exclusive, and the CITY may offer, in its discretion, a dues deduction to any other employee organization in accordance with its policies and practices.
- C. The association may change the amount of the dues with Thirty (30) calendar days' notice to the City in writing.

ARTICLE 21. CONTINUING EDUCATION AND TRAINING

Section 1. A police officer who wishes to attend classes on their own time and obtain certification or credits for police related courses approved by the department may petition for reimbursement of tuition, subject to the availability of funds. Any such request must first be pre-approved by the Police Chief before the course is taken and the course must be successfully completed.

ARTICLE 22. INTERNAL INVESTIGATION PROCEDURE & POLICE OFFICER BILL OF RIGHTS

Section 1. The PARTIES understand and agree that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The PARTIES further understand and agree that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2. In connection with any investigation into possible rules violations involving or implicating any member of the bargaining unit, the procedural requirements contained in this Article shall apply, as well as all other rights given to police officers under Chapter 143, TLGC.

Section 3. Order to Give Sworn Statement. If the Police Chief determines that an officer who is the subject of an alleged rules violation should be required to give a sworn statement in connection with an allegation, then an Order to give a statement must meet the following guidelines and criteria:

A. The Order to give a statement, if any, must be signed and issued by the Police Chief, or his designee and must provide the following minimum information:

A factual statement of sufficient specificity to fairly and adequately alert the officer about the incident or incidents that are believed to form the basis of the underlying investigation and provide an opportunity to provide a meaningful response;

A listing of the possible rules violations implicated by the underlying factual statement sufficient to put the officer on notice of what rules and regulations have arguably been alleged;

A Garrity Warning statement to assure that any statement provided is limited to use in the administrative proceeding;

A time, place and date for provision of the statement in accordance with other requirements in this Article;

The right to have legal representation present during the course of giving a statement; provided, however, that the legal representative may not interfere or interrupt the statement process.

- B. The Order to give a statement, if any, must be issued and served with no less than three (3) days' notice to the officer in question.
- C. The scheduling of the Order shall be set during normal business hours, unless extenuating circumstances require otherwise. Modifications to time, place, and date may be handled by agreement. A copy of the statement shall be provided to the officer once transcribed.
- D. A statement shall be taken by one interviewer, who shall be a classified peace officer appointed by the Police Chief. The officer shall respond truthfully to all questions asked by the examining officer, but the witness shall not be subjected to offensive language or threatened with transfer, removal or disciplinary action during the interview; provided, however, that any admonishments about the consequences of untruthful statements contained in the Order to give statement shall not be considered a violation of this Article.

Section 4. Pre-Disciplinary Due Process Hearing. As a condition precedent to any disciplinary action imposed by the Police Chief, a police officer is entitled to receive a Pre-Disciplinary Due Process Hearing in accordance with the provisions of this Article.

Section 5. The Notice of Pre-Disciplinary Due Process Hearing shall contain the following minimum information.

- A. The pertinent contents of the internal investigative file shall be disclosed or shared with the officer as part of the Notice of Pre-Disciplinary Due Process hearing. The contents of the investigative file shall be disclosed or shared with the officer or his representative no less than 48 hours in advance of the Due Process hearing. The officer shall be entitled to receive copies, upon request, of those portions of the investigative file requested by the officer.
- B. In addition, the Notice shall list all the possible rules violations implicated by the factual summary, and which may serve as the basis of disciplinary action, if any.

Section 6. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with no less than three days' notice to the police officer. The Due Process hearing shall be scheduled during normal business hours, unless extenuating circumstances dictate otherwise.

Section 7. Disciplinary Action. If the Police Chief imposes formal disciplinary action, as such is defined under Chapter 143, TLGC, both as to substantive, as well as procedural matters, then all the statutory requirements for such action shall continue to apply. The Police Chiefs decision shall be based only on the contents of the internal investigative file developed under his direction.

Section 8. The Notice of Disciplinary action shall contain the following information:

- A. The factual basis of the underlying disciplinary action, including date, time, place and incident;
- B. The rules and regulations violations upon which the disciplinary action is based;
- C. The officer's right to appeal and appellate procedures

Section 9. To appeal from a disciplinary action, the officer must properly invoke the appeal process by filing a letter addressed to the Civil Service Director within ten (10) business days of personal receipt of the Notice of Disciplinary Action. The appeal notice must identify the disciplinary action from which the appeal is taken and must specify the reasons for the appeal. The appeal notice must further specify whether the appeal is being taken to the Civil Service Commission or whether the provisions for a 3rd party hearing examiner under Section 143.057, TLGC are being invoked.

- A. In addition, the Chief of Police is authorized to allow the officer to satisfy a disciplinary suspension of up to FORTY (40) work hours by substituting accrued paid time off that the officer may have as accrued comp time or vacation time. This option is allowable only if the officer accepts responsibility for the misconduct alleged in a duly filed charging instrument and waives his/her right to appeal the discipline imposed. These provisions override and control any statutory provision to the contract contained in Chapter 143, TLGC.

Section 10. If the Police Chief elects to conclude an investigation into an alleged rules violation prior to the statutory deadline for action recognized under Section 143.052, TLGC, then the subject matter of that particular allegation shall be deemed to have been closed and concluded. Upon concluding an investigation, the Chief or his designee will notify the officer that subject matter is closed and concluded.

Section 11. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. Allegations that a provision of this Article has been violated may not, and shall not, be grounds for a grievance or arbitration brought under those Articles relating to the enforcement of the contractual provisions of this Agreement. However, the Civil Service Commission or the hearing examiner before whom any disciplinary appeal is pending may give such weight to claims of breach of this Article as that adjudicative body finds appropriate and may impose an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 23. PHYSICAL FITNESS REQUIREMENTS

Section 1. Objective. The Pharr Police Department Safety Health and Physical Fitness Policy is designed to address the issue of good health and physical fitness for commissioned officers. The physical readiness testing is designed to determine the basic minimal functions necessary for a Pharr Police Officer and is directly related to the officers' job duties. Monitoring members' fitness for duty is essential for the safety and welfare of the members of the Department and the community. The purpose of this policy is to ensure that all members of this department remain fit for duty and able to perform their job functions.

Section 2. Policy. The Pharr Police Department strives to provide a safe and productive work environment and ensure that all members of this department can safely and effectively perform the essential functions of their jobs. Under limited circumstances, the Department may require a professional evaluation of a member's physical and/or mental capabilities to determine his/her ability to perform essential functions.

Section 3. Physical Fitness Testing During Employment for Commissioned Personnel. To comply Physical Fitness Programs and Standards: All full time, commissioned officers will be subject to physical fitness testing as follows:

1. One required Testing Period to operate through the fiscal year (October through September)
 - a. Between October 1st and September 30th, all commissioned employees must pass the Physical Readiness Testing (PRT). Each commissioned employee is allowed three attempts to pass the required minimum standard. All PRT attempts must be completed by September 30th.

Section 4. Pre-Testing General Health Screening. All employees are required to have a preventive, general health screening conducted by a physician not longer than one year prior to participating in the PRT testing. A Preventative General Screening Pharr Training Division clearance form must be approved for participating by the employee's physician and maintained by the employee. The pre-screening clearance shall be done at least one month prior to testing. Any officer failing to comply with this section of the policy will result in a test failure and may be subject to disciplinary action.

- a. The Department certified fitness tester must view the clearance to verify a physician has approved the employee to participate in PRT testing. Certified fitness testers should not take possession of the clearance.
- b. Employee shall use their provided health insurance to obtain the required clearance.
- c. If the clearance form, completed by a physician, does not authorize participation in the PRT, the employee shall be required to submit to the 143.081 process.

1. Physical Readiness Testing (PRT)

The PRT performance standards are found on the next page. All commissioned employees must meet a minimum of 50% score for their age and gender. The employee may choose the Standard PRT, Combat Fitness Evaluation or any one of the Rowing options to complete their PRT. Employees will be allowed three attempts per testing period to pass the PRT. All attempts must be completed within the testing period.

An employee who fails to pass PRT is required to report that failure to the employee's immediate supervisor.

All PRT or organized fitness training events must have an AED and a certified AED operator or department approved equivalent present. If an AED is not available, the Certified Fitness Tester shall summons an EMS service to remain at location for the duration of the test. EMS will remain at location to assess any officer in pain and discomfort and will be dismissed by the Certified Fitness tester.

At the end of each testing period, agency wide commissioned officer results will be reviewed by the PTD. The minimum percentage passing score may be adjusted with the recommendation of Chief of Police with approval by City Manager to address potentially disparate impact of the presumptive passing score on any class of individuals.

a. Standard PRT

Push-ups, with no time limit.

Abdominal crunches, a maximum number within two minutes.

One and a half (1 ½) mile run.

b. Combat Fitness Evaluation

Three rounds of:

One-minute wall ball

One-minute sumo deadlift high

pull One-minute box jump/step-

ups One-minute push press

One-minute row

One-minute rest between rounds

c. Rowing

2000 Meter Row - Damper 5
4 Minute Row Test - Damper 5
500 Meter Row - Damper 5

2. Documentation

The department certified fitness tester, conducting the physical readiness testing, will be required to document the results. The certified fitness tester will provide a copy of the completed results to the employee and the employee's immediate supervisor. The original will be forwarded to the PD Training Coordinator.

The Department certified fitness tester will weigh each employee before administering any PRT testing and record the weight on the proper form. The tester is also responsible for ensuring the accuracy of the data on the form.

Weight will be measured on a calibrated digital or balance beam scale in the required physical training (PT) uniform, without running shoes.

The only authorized attire for the weigh-in will be approved regular cotton t-shirt, basketball shorts, running shorts, and socks. No other uniform or clothing garment is permitted. Shoes will be removed prior to evaluation.

3. Waivers

All waivers must be requested in writing and the request approved by the employee's Chief of Police or his/her designee. When the need for the waiver is foreseeable, the employee must submit the request 30 to 45 days prior to the beginning of the testing period so that the process is completed during the testing period.

4. Medical Waivers: An employee must report to the training coordinator any medical condition that could affect the employee's ability to participate in the PRT. All medical waiver requests must be accompanied by a letter from a physician describing the physical condition that prohibits participation in the PRT. Letters from physicians for temporary or extended waivers must be issued within one month of the testing period.

Employees unable to perform some or all of the physical condition testing may apply for one of the following waivers:

- 1. Temporary Waiver.** An employee with a temporary physical condition that prohibits them from participating in the PRT may request a temporary waiver. A temporary waiver may be granted per testing period.

2. **Extended Waiver.** An employee with a permanent physical condition that prohibits them from participating in the PRT may request an extended waiver. An extended waiver may be granted for a period determined by the Chief of Police or designee. After one testing cycle, if the employee remains unable to test, they will be subject to discipline up to and including termination.
3. The Chief of Police may request additional information from the employee or their attending physician if needed to assist with determining whether to approve a request.
4. An extended Waiver request may not exceed one year.

Section 5. Consequences of Failing to Comply with PRT Requirements

Commissioned officers who have not passed the PRT, not received a waiver, and have not otherwise attained compliance with this policy will be subject to the following:

- a. Inability to Promote until in compliance with this Article
- b. No special assignments and no outside employment
- c. No Authorized Over-time, except in cases of emergency
- d. Subject to discipline up to and including termination.

Section 6. Education. PTD is responsible for developing and implementing health and fitness education and training to assist commissioned employees in their efforts to improve their overall health and achieve individual fitness goals.

Commissioned officers desiring to improve their health and fitness are encouraged to participate in training and education offered by the PTD.

Section 7. Awards and Exemptions. The objective of the award and exemption program is to support and encourage all employees in the maintenance of good health and fitness. The Chief of Police or his designee are responsible for administering the award program for the commissioned employees.

1. Administrative Leave

- a. The Department shall grant administrative leave on a progressive award scale of no more than eight (8) hours per fiscal year for commissioned employees who exceed the minimum PRT fitness standards. All leave must be used within the fiscal year.

1) Administrative Leave will be granted at the following percentiles:

- a) 80%-89% 4 hours
- b) 90%-100% 8 hours

b. Each testing period is an independent process where an employee may earn administrative leave up to 8 hours per fiscal year. Any hours not used within the fiscal year shall be forfeited.

2. Fitness Star

a. Granting of a Fitness Star will be dependent upon the aggregate performance beyond the PRT minimum standards. The employee must attain a cumulative average to equal 90% or more.

For example, a 32-year-old male takes the PRT completing 80 sit-ups for a score of 96%, 68 push-ups for a score of 99%, and runs the one and a half mile in 11:24 for a score of 75%. The three percentage scores are added together and divided by three for an average score ($96+99+75=270$, $270/3=90$.) The employee finishes with an average score of 90%, earning the Fitness Star.

b. Once awarded, the Fitness Star Award may be worn on the uniform. The Fitness Star Award may be worn only if the officer continues to achieve 90% or more in each testing period.

c. A fitness pin with no star distinction may be worn by commissioned officers who achieve 80 to 89.9% on their PRT. The pin may be worn only if the officer continues to achieve 80 to 89.9% in each testing period.

d. It will be the responsibility of the Pharr Police Department Training Division to confirm fitness distinction.

3. Recognition Awards

a. The Department may publicize the names of employees awarded the Fitness Star and or Fitness Pin.

Section 8. Performance Expectations

1) Pharr Personnel shall follow this Article in conjunction with Pharr PD's Rules and regulations.

- 2) Failure to abide by this Article shall result in discipline up to and including termination.

ARTICLE 24. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however, employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

Section 3. Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information:

- A. A brief statement of the grievance, including a description of the facts or events upon which it is based,
- B. The sections(s) of the Agreement alleged to have been violated,
- C. The remedy or adjustment sought; and,
- D. The bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

Section 4. Grievances regarding interpretations of this labor agreement shall proceed along the following Steps:

Step 1: An aggrieved employee must initiate a grievance with the Association Grievance Committee within TWENTY (20) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance. A courtesy copy of the grievance shall be forwarded to the Police Chief by the Association Grievance Committee within (3) business days of the receipt of the grievance by the ASSOCIATION. The Association Grievance Committee shall within their sole discretion determine if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Police Chief in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall within TWENTY (20) business days after receipt of the grievance, proceed to Step 2 of the procedure.

Step 2: Any grievance that the Association Grievance Committee determines has merit shall be formally submitted to the Police Chief within five (5) business days of the Step 1 decision of the Association Grievance Committee. After receipt of the grievance, the Police Chief shall evaluate the grievance and shall within ten (10) business days submit his response in writing to the Association Grievance Committee. The Police Chief or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

Step 3: If the grievance is not resolved at Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the Step 2 decision by the Police Chief. The City Manager, or his designated representative, shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options. If the City Manager does not render a decision in this matter within ten (10) business days, the grievance shall be treated as having been denied on the 10th day.

Step 4: If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the date of the City Manager's decision to invoke arbitration. Notice of an intent to arbitrate shall be submitted to the City Manager and the Police Chief, but it shall remain the responsibility of the ASSOCIATION to take the necessary and timely steps to invoke the arbitration procedures outlined herein.

Section 5. Any of the administrative deadlines contained in the foregoing Steps, except for the invocation of arbitration, may only be extended or otherwise modified by agreement of the PARTIES in writing as necessary to address the substance of the grievance in a reasonable manner.

ARTICLE 25. ARBITRATION PROCEDURES

Section 1. If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days of the City Manager's final written decision at Step 4 request a list of seven (7) neutrals from the American Arbitration Association ("AAA"). The list of neutrals shall consist of arbitrators who are certified by the National Academy of Arbitrators ("NAA").

Section 2. Nothing in this Agreement shall preclude the PARTIES from agreeing to a mutually acceptable arbitrator, but failure to agree upon an arbitrator shall not toll the deadlines for invoking arbitration. Copies of any correspondence or communications by the ASSOCIATION to an arbitration agency shall be served upon the City Manager, the City Clerk, and the Chief of Police or their designee.

Section 3. Within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the PARTIES shall use a strike procedure whereby an arbitrator is selected by having each PARTY strike in turn one (1) name from the list until only one name remains. The PARTY representatives shall determine which PARTY makes the first strike by a coin toss, such coin toss to be handled by the Case Manager at either AAA or FMCS. The remaining individual on the list of qualified neutral shall serve as the Arbitrator.

Section 4. The arbitrator so selected shall, through the proper agency, be promptly notified of his selection and the parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

Section 5. The hearing shall be scheduled within thirty days of the selection of the arbitrator, unless otherwise agreed to by the parties in writing.

Section 6. If the matter is submitted to arbitration under the foregoing terms; the Arbitrator shall adhere to the follow procedures and timetables:

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and/or,
- B. Those agreed upon by written agreement of the parties.

Section 7. The arbitrator's decision shall be in writing and shall be based on the testimony, documents, and exhibits made as a part of the arbitration record.

Section 8. The Award shall be issued within thirty (30) days after conclusion of the evidentiary hearing, unless an extension is otherwise agreed upon by the PARTIES. A copy of the Award shall be mailed or delivered to the President of the Local and to the City Manager and City's Police Chief and their legal representative.

Section 9. With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement.

Section 10. Except as otherwise provided for in this Agreement, the arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

Section 11. The cost of the arbitration, including transcription costs, shall be borne equally between the ASSOCIATION and the CITY.

Section 12. Any and all time limits set forth in this article may be extended by written mutual consent, but if not so extended the limit must be strictly observed. Failure of the ASSOCIATION or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action need be taken. Failure of the CITY to respond within the time limits shall constitute a denial of the grievance and the Grievant or the ASSOCIATION may proceed to the next step.

Section 13. It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum; provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

Section 14. Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure, except as provided below.

ARTICLE 26. MISCELLANEOUS PROVISIONS

Section 1. The CITY shall print and distribute sufficient numbers of this Agreement and to allow for one (1) copy of the Agreement to each bargaining unit member.

Section 2. Parking. The City shall provide, without cost to officers on duty, adequate parking space, either off-street or adjacent to duty station.

ARTICLE 27. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the applicable thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period. It is further agreed that provisions of this Agreement may be amended, in writing, by mutual consent (agreement) of the parties, upon thirty (30) days' notice of a desire for an amendment or clarification to the opposing party.

Section 3. Any Appendices to this Agreement shall be incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 28. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

Agreement - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, negotiated between the CITY OF PHARR and the ASSOCIATION.

Association - refers to the duly recognized bargaining agent under Chapter 174, TLGC; see also Union.

Bargaining Agent - refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF PHARR police officers under Chapter 174.

Bargaining Unit - all full-time police officers employees, except the Police Chief, as defined by Chapter 174, TLGC.

Budget (Fiscal) Year- refers to a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Business Days - shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year.

CBA - refers to a Collective Bargaining Agreement and, when specified, to this Agreement.

Chapter 143 - refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified.

Chapter 174 - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified.

Civil Service- refers to the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code and related civil serviced statutes.

Civil Service Commission or CSC -- refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC for the City of Pharr.

City or City of Pharr- refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF PHARR, TEXAS.

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

City Management - refers to the chain of authority within the City's administrative structure starting within the Police Department and rising through to the City Manager and, if necessary, the City Commission.

Classified Service - refers to the civil service classifications, including all rights, obligations, privileges, procedures, and protocols established by Chapter 143 and related civil service statutes.

Department - unless otherwise specified, refers to the CITY OF PHARR Police Department.

Employee - unless otherwise specified, shall refer to police officer personnel who qualify as members of the bargaining unit.

Execution Date - refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF PHARR in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date - refers to the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of the labor agreement.

FLSA- refers to the Fair Labor Standards Act.

Grievance - is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of the Agreement as raised by the Grievance procedures in this Agreement.

Immediate Family Member - except as otherwise specifically provided for in this agreement, has the same meaning as contained in the Family Medical Leave Act and is limited to the employee, the employee's spouse and any minor children.

Labor Agreement - is this Collective Bargaining Agreement negotiated between the City and the majority bargaining agent (MBA).

Longevity Pay - refers to the longevity pay component used by the City to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143; treated separately from Seniority Pay.

Majority Bargaining Agent (MBA)- refers to the duly designated association recognized by the City Commission as the sole and exclusive bargaining agent for the City's qualified law enforcement officers as per Chapter 174, TLGC.

Member - refers to a police department employee who is a bargaining unit member;

Overtime Pay - shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & a ½ Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Paid Time Off - refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.

Parties - refers to the CITY OF PHARR and the ASSOCIATION jointly.

Pay Cycle - refers to the period of time in which the City issues pay checks for services rendered and for purposes of calculating the City's overtime pay obligations to individual employees under state or federal law.

Police Chief - refers to the Police Chief appointed as the department head for the Police Department and includes the Police Chief's designated representative.

Police Department - refers to that department of the City of Pharr responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department.

Police Officer(s) - refers to those CITY employees certified or licensed by the State of Texas to engage in law enforcement related activity authorized by their law enforcement certification and their commission by the City of Pharr, Texas.

Seniority Pay - refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee.

TCOLE - formerly TCLEOSE, shall refer to the Texas Commission on Law Enforcement.

Time & a Half Pay - shall refer to a rate of pay that is agreed to by the parties, but which is not otherwise mandated by state or federal law. Different from Overtime Pay, which is a rate of pay mandated by state or federal law, as opposed to by negotiated agreement.

Union -refers to the duly recognized bargaining agent under Chapter 174, TLGC; see also Association.

END OF DEFINITIONS

Grievance No. _ _ _ _ _

EMPLOYEE STANDARD GRIEVANCE FORM

Grievance Submittal

Employees must use this form, or one substantially like it, for filing grievances with the Association grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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1. **Factual Basis of the Grievance.** Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature _____ Date _____

Association Representative _____ Date _____

Police Chief/designee _____ Date _____

Grievance No.

GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone
Division	Title/Rank	Station/Shift	Phone

Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

Grievance Committee Representative _____ Date: _____

APPENDIX "A"
COLLECTIVE BARGAINING AGREEMENT
FY2024-2025 thru FY2026-2027

1. BASE PAY AMOUNTS-ANNUALLY

Classification	FY 2024-2025	FY 2025-2026	FY 2026-2027
Police Cadet	37,500.00	37,500.00	37,500.00
Patrol Officer (Probationary)	48,776.00	48,776.00	48,776.00
Patrol Officer	53,812.14	57,040.87	61,033.73
Sergeant	61,545.78	65,238.53	69,805.22
Lieutenant	67,757.58	71,823.03	76,850.65
Asst. Chief	Management Rights	Management Rights	Management Rights

*For reference purposes only. The use of this chart is not intended to, nor shall it be interpreted as, a derogation of the CITY's exclusive authority and management right to determine the both the nature of the rank structure to be used in the police department, as well as the number of budgeted positions to be allocated to each identified rank within the police department.

Probationary Police Officers as defined under Chapter 174, TLGC must meet the definition of a police officer under Chapter 174, TLGC before being fully entitled to the benefits of this Labor Agreement.

Effective date means first full pay period after any stated date.

2. SENIORITY PAY -ANNUALLY

Seniority pay is available to all members of the bargaining unit after completion of the entry-level probationary period using the anniversary of the last date of hire as a City of Pharr police officer as follows:

YEARS	FY 2024-2025	FY 2025-2026	FY 2026-2027
1	\$250.00	\$250.00	\$250.00
2	\$500.00	SS00.00	\$500.00

3	\$1,500.00	\$1,500.00	\$2,000.00
4	\$2,000.00	\$2,000.00	\$2,250.00
5	\$3,500.00	\$3,500.00	\$2,500.00
6	\$3,750.00	\$3,750.00	\$4,000.00
7	\$4,000.00	\$4,000.00	\$4,250.00
8	\$5,000.00	\$5,000.00	\$4,500.00
9	\$5,250.00	\$5,250.00	\$6,000.00
10	\$5,500.00	\$5,500.00	\$6,250.00
11	\$5,750.00	\$5,750.00	\$6,500.00
12	\$6,000.00	\$6,000.00	\$8,000.00
13	\$6,500.00	\$6,500.00	\$8,250.00
14	\$6,750.00	\$6,750.00	\$8,500.00
15	\$7,500.00	\$7,500.00	\$10,000.00
16	\$7,750.00	\$7,750.00	\$10,250.00
17	\$8,000.00	\$8,000.00	\$10,500.00
18	\$8,500.00	\$8,500.00	\$12,000.00
19	\$9,000.00	\$9,000.00	\$12,250.00
20	\$10,000.00	\$10,00.00	\$12,500.00
21	\$10,300.00	\$10,300.00	\$13,000.00
22	\$10,600.00	\$10,600.00	\$13,250.00
23	\$10,900.00	\$10,900.00	\$13,500.00
24	\$11,200.00	\$11,200.00	\$13,750.00
25	\$11,500.00	\$11,500.00	\$14,000.00
26	\$11,800.00	\$11,800.00	
27	\$12,100.00	\$12,000.00	

Appendix “A”
Pay Table

28	\$12,400.00	\$12,400.00	
29	\$12,700.00	\$12,700.00	
30	\$13,000.00	\$13,000.00	
31	\$13,300.00	\$13,300.00	
32	\$13,600.00	\$13,600.00	
33	\$13,900.00	\$13,900.00	
34	\$14,200.00	\$14,200.00	
35	\$14,500.00	\$14,500.00	

Seniority Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

3. LONGEVITY PAY

Longevity pay is available for only certified police officers after completion of the entry- level probationary period as set forth below. Longevity pay satisfies the minimum statutory requirements set out in Chapter 141, TLGC.

YEARS	ANNUAL AMOUNT	CUMULATIVE AMOUNT
1	\$75.00	
2	\$75.00	\$150.00
3	\$75.00	\$225.00
4	\$75.00	\$300.00
5	\$75.00	\$375.00
6	\$75.00	\$450.00
7	\$75.00	\$525.00
8	\$75.00	\$600.00
9	\$75.00	\$675.00

10	\$75.00	\$750.00
11	\$75.00	\$825.00
12	\$75.00	\$900.00
13	\$75.00	\$975.00
14	\$75.00	\$1,050.00
15	\$75.00	\$1,125.00
16	\$75.00	\$1,200.00
17	\$75.00	\$1,275.00
18	\$75.00	\$1,350.00
19	\$75.00	\$1,425.00
20	\$75.00	\$1,500.00
21	\$75.00	\$1,575.00
22	\$75.00	\$1,650.00
23	\$75.00	\$1,725.00
24	\$75.00	\$1,800.00
25	\$75.00	\$1,875.00
26	\$75.00	\$1,950.00
27	\$75.00	\$2,025.00
28	\$75.00	\$2,100.00
29	\$75.00	\$2,175.00
30	\$75.00	\$2,250.00
31	\$75.00	\$2,325.00
32	\$75.00	\$2,400.00
33	\$75.00	\$2,475.00

Appendix "A"
Pay Table

34	\$75.00	\$2,550.00
35	\$75.00	\$2,625.00

Longevity Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

4. CERTIFICATION PAY

Certification pay is available to all certified police officers in the department and is set out below. Certification pay is not cumulative.

Certification Pay Titles	Annual Certification Pay
Basic	\$-0-
Intermediate	\$1,200.00
Advanced	\$1,800.00
Master	\$2,600.00

Certification Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

5. EDUCATION PAY

Education pay is available to all certified police officers in the department for successful completion (a passing grade) of courses that are part of a degree plan at an accredited college or university as follows:

HOURS COMPLETED	ANNUAL PAY
60 hours	\$1,200.00
90 hours - Associates Degree	\$1,600.00
Bachelors Degree	\$2,100.00
Master Degree	\$2,600.00

Education Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the Labor agreement by both parties.

6. ASSIGNMENT PAY

Assignment pay is limited to authorize positions and is available for persons who perform certain specified job duties as follows:

JOB DUTIES POSITIONS	ANNUAL PAY	AUTHORIZED ASSIGNMENTS
CID Detectives	\$2,500	26
CID Lieutenant	\$2,500	1
CID Supervisor	\$2,500	2
I.A. Investigator	\$2,100	1
Training Coordinator	\$1,200	1
Field Training Officer	\$1,200	10
K-9 (Canine Unit)	\$1,200	6
SWAT Team	\$1,200	10
Hostage Negotiator	\$1,200	6
Intoxilizer Operator	\$1,200	8
Physical Fitness Specialist	\$1,200	2
Crime Prevention	\$1,200	4
Fire Arms (Range Master)	\$1,200	1
Senior Officer	\$1,200	6

The allocation of assignment pays lies entirely within the discretion of the Chief of Police, and such assignments shall be made with regard to the operational needs of the department, as determined by the Chief of Police; provided, however, that no officer may hold more than two assignments.

Assignment Pay is paid out on a pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Assignment pays are paid only during the times that the police officer is formally assigned to the identified duties.

END OF APPENDIX "A"
END OF DOCUMENT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.F.

DATE SUBMITTED: June 26, 2024

MEETING DATE: July 1, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Collective Bargaining Labor Agreement between Pharr Professional Firefighter's Association and the City of Pharr for FY 2024-2025 through FY 2027-2028. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The current contract expires September 30, 2024.

Fiscal Consideration: The collective bargaining agreement will result in an approximately \$1.4 million increase in the Fire Department's budget over the term of the agreement.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 6/26/2024
Approved - 6/26/2024
Approved - 6/26/2024
Final Approval - 6/26/2024



Pharr



MAYOR Ambrosio Hernandez, MD

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



COLLECTIVE BARGAINING LABOR AGREEMENT

BETWEEN THE

CITY OF PHARR, TEXAS

AND THE

PHARR PROFFESIONAL FIREFIGHTERS
ASSOCIATION, IAFF LOCAL #4213

FOR FY 2024 THROUGH 2028

(OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2028)



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

SIGNATURE & EXECUTION PAGE

www.pharr-tx.gov

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

THE CITY OF PHARR, TEXAS

(Approved by Pharr City Commission on **July 01, 2024**)

By: _____
Ambrosio Hernandez
Mayor

By: _____
Jonathan Flores
City Manager

By: _____
Imelda, Barrera
City Clerk

_____ Date

**THE PHARR PROFESSIONAL FIRE FIGHTER'S ASSOCIATION,
IAFF LOCAL #4213**

(Approved by PPFFA Membership; Letter dated _____, 2024)

By: _____
Mike Navarro
President, IAFF - PPFFA Local #4213

_____ Date
Christian Cortina
Secretary, Local #4213

TABLE OF CONTENTS

ARTICLE 1.	IDENTIFICATION OF THE PARTIES.....	1
ARTICLE 2.	PURPOSE OF THIS AGREEMENT	1
ARTICLE 3.	RECOGNITION CLAUSE & RELATED MATTERS	1
ARTICLE 4.	AUTHORITY AND TERM OF THIS AGREEMENT.....	2
ARTICLE 5.	RELATIONSHIP TO OTHER LAWS, RULES & POLICIES	2
ARTICLE 6.	MANAGEMENT RIGHTS.....	2
ARTICLE 7.	MAINTENANCE OF STANDARDS.....	3
ARTICLE 8.	DUTIES & RESPONSIBILITIES.....	4
ARTICLE 9.	WAGES, SALARIES, & OTHER COMPENSATION.....	4
ARTICLE 10.	OVERTIME PAY	4
ARTICLE 11.	PAID TIME OFF: HOLIDAYS.....	5
ARTICLE 12.	PAID TIME OFF: VACATION LEAVE	5
ARTICLE 13.	PAID TIME OFF: SICK LEAVE	6
ARTICLE 14.	PAID TIME OFF: FUNERAL LEAVE	7
ARTICLE 15.	INSURANCE BENEFITS.....	7
ARTICLE 16.	PENSION BENEFITS.....	7
ARTICLE 17.	UNIFORMS & PROTECTIVE EQUIPMENT	7
ARTICLE 18.	SHIFT CYCLES, HOURS OF WORK, PAY CYCLES, & STANDBY PAY	8
ARTICLE 19.	FIRE SUPPRESSION - SUBSTITUTION OF TIME.....	9
ARTICLE 20.	ASSOCIATION BUSINESS LEAVE & PRIVILEGES	10
ARTICLE 21.	CONTINUING EDUCATION AND TRAINING	11
ARTICLE 22.	HEALTH, SAFETY & FITNESS ISSUES.....	11
ARTICLE 23.	SUBSTANCE ABUSE TESTING	11
ARTICLE 24.	INTERNAL INVESTIGATION PROCEDURE & FIREFIGHTER BILL OF RIGHTS	11
ARTICLE 25.	VOLUNTEER FIRE DEPARTMENT	12
ARTICLE 26.	GRIEVANCES & GRIEVANCE PROCEDURE	13
ARTICLE 27.	ARBITRATION PROCEDURES	14
ARTICLE 28.	MISCELLANEOUS PROVISIONS	16
ARTICLE 29.	SAVINGS CLAUSE	16
ARTICLE 30.	APPOINTED POSITIONS AND PROMOTIONS.....	16
ARTICLE 31.	GLOSSARY OF TERMS.....	17

GRIEVANCE FORMS

2 pages

APPENDIX “A” – PAY TABLE

4 pages

ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are as follow: 1) the City of Pharr, Texas, and 2) the PHARR PROFESSIONAL FIRE FIGHTER’S ASSOCIATION, Local 4213, International Association of Fire Fighters (“IAFF”).

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

Section 3. The PHARR PROFESSIONAL FIRE FIGHTER’S ASSOCIATION, IAFF LOCAL #4213, hereafter referred to as “the ASSOCIATION”, or “LOCAL #4213”, is an Association, as such is defined in Chapter 174, Texas. Local Gov’t Code for the purpose of representing fire fighters concerning compensation, hours, grievances, and other conditions of employment affecting fire fighters.

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

ARTICLE 2. PURPOSE OF THIS AGREEMENT

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

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

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

ARTICLE 3. RECOGNITION CLAUSE & RELATED MATTERS

Section 1. The CITY OF PHARR hereby recognizes the PHARR PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL 4213, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the PPFFA) as the sole and exclusive bargaining agent for all fire fighters, in accordance with Chapter 174, Texas Local Gov’t Code, as well as the applicable provisions of Chapter 143, Texas Local Gov’t Code.

Section 2. These provisions would also apply to any successor in interest of the PPFFA.

ARTICLE 4. AUTHORITY AND TERM OF THIS AGREEMENT

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall encompass three (3) fiscal years, from October 1, 2021 through September 30, 2024; provided, however, that the implementation of adjustments to pay shall be prospective only, that is, effective from the date of ratification by both parties forward. No retroactive application of pays is intended or agreed upon.

Section 2. Hold-Over Provisions. In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this agreement under its terms, all terms of this current Agreement shall remain in full force and effect until replaced by a successor Agreement.

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

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. Civil Service Law. The PARTIES understand and agree that under the provisions of §174.006, Texas Local Gov't Code, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174 unless the collective bargaining agreement specifically provides otherwise.

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

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

Section 4. In the absence of a prior controlling authority, an applicable provision of the City's Personnel Policy Manual shall be applied.

ARTICLE 6. MANAGEMENT RIGHTS

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

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

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

ARTICLE 7. MAINTENANCE OF STANDARDS

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

Section 2. The PARTIES expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational need of the Department and the CITY and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3. This Article is intended to supplement the preceding Article on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the Article on Management Rights, or those rights otherwise allowed by Texas law.

ARTICLE 8. DUTIES & RESPONSIBILITIES

Section 1. The duties and responsibilities of the bargaining unit members shall be established in accordance with the approved ranks and classifications and the needs of the Fire Department as determined by the CITY.

Section 2. Employees shall not be required or assigned to perform duties which are not reasonably related to firefighting, fire prevention, rescues, salvage, overhaul work, training and maintenance of all firefighting equipment and apparatus. It is understood that the regular duties shall continue to include general maintenance and cleaning of fire stations and grounds (e.g. lawns), maintenance of fire equipment and fire hydrant testing.

ARTICLE 9. WAGES, SALARIES, & OTHER COMPENSATION

Section 1. Base Pays (§141.031; §143.041). See Attached Appendix A

Section 2. Seniority Pay (§143.041). See attached Appendix A.

Section 3. Longevity Pay (§141.032; §143.041). See attached Appendix A.

Section 4. Certification Pay (§143.044). See attached Appendix A.

Section 5. Educational Incentive Pay (§143.044). See attached Appendix A.

Section 6. Assignment Pay (§143.042). See attached Appendix A.

Section 7. Special Provision; Unexpected Fiscal Constraints. Both parties acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The parties agree to initiate negotiations as to the wage salary and certificate pay provisions in Article 9 of this Agreement upon the occurrence of either of the following two conditions.

- A. Where the electorate of the City of Pharr subjects the City to a rollback tax election which results in a reduction of revenue due to a reduction in the City's tax rate ;
- B. Where the City makes a good faith determination that because of an act of God or a natural disaster that the projected revenue to the City for a fiscal year would be unable to support the implementation of a wage rate agreed upon. Such determination shall be made by July 1st preceding the fiscal year affected and shall, as soon as is practicable, be communicated to the President of the Association.

Section 8. Subject to unexpected fiscal constraints, any freezes on wages will be across the board with other non-civil service employees.

ARTICLE 10. OVERTIME PAY

Section 1. Overtime Pay. All fire fighters shall earn and accrue overtime pay in accordance with the minimum requirements under state and/or federal law, requiring payment of overtime pay during a pay cycle.

Section 2. Employees who are called back to work when off duty, and who in fact return to work, shall be guaranteed a minimum of two (2) hours of pay. Such pay shall be at the overtime rate of pay if the conditions for payment of an overtime rate imposed by law are satisfied; otherwise, the regular rate of pay shall prevail.

ARTICLE 11. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF PHARR for its civilian employees.

Section 2. Fire Administration & Fire Prevention Personnel. Fire Administration and Fire Prevention personnel who work a regular forty (40) hours work week shall be allowed to observe the holidays designated by the CITY as they occur. The holiday shall be treated as paid time off and the personnel shall receive their regular rate of pay.

Section 3. Fire Suppression Personnel. Fire Suppression personnel scheduled for duty during a city designated holiday shall earn a rate of pay as set forth below:

- B. Fire suppression personnel who are coming on duty on a City holiday shall earn a rate of pay one and half times their regular rate of pay for 15 hours of time; Fire suppression personnel who are coming off duty on a City holiday shall earn a rate of pay of one and a half time their regular rate of pay for 9 hours of time.
- C. Fire suppression personnel who are not scheduled for duty on a city designated holiday will receive pay for that holiday at their regular rate of pay for a period of nine (9) hours.
- D. An employee who utilizes leave on a 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 healthcare provider in writing and submitted within the same pay period of the holiday in question.

ARTICLE 12. PAID TIME OFF: VACATION LEAVE

Section 1. Accrual Rate. Employees shall earn and accrue vacation leave at the rate of fifteen (15) working days' vacation leave in each year, except as otherwise provided in this Agreement.

Section 2. Twenty Year Employees. Employees who have accumulated twenty (20) years of service shall be entitled to accumulate a total of twenty (20) working days of vacation leave each year.

Section 3. Carry-Overs. Bargaining unit employees shall be allowed to carry over any unused vacation days from year to year but may not accumulate more than a total of two years' worth of annual leave at any time. Accrual vacation leave beyond two years' worth of such leave shall not be recognized or credited, except as provided for below. This provision specifically overrides contrary provisions under §143.046(c), TLGC and the carry-over provisions contained herein are specifically approved by the CITY's governing body upon approval of this Labor Agreement.

- A. Grandfathering Provision. Bargaining unit members who, at the execution of the Labor Agreement for FY 2003 - 2005, had been allowed to accrue more than two years' worth of annual leave shall not lose that leave time in excess of two years, but shall not accrue any additional time in excess of two years.

Section 4. Scheduling. Optional vacation selection may be offered to classified employees during the first two weeks of September of each budget year. The first choices of vacation dates shall be based on seniority in rank and shall be limited to six working days (3 shifts) for suppression personnel. The second round of vacation selection dates shall be based on departmental seniority and shall also be limited to a maximum of six days (3 shifts). The third round of vacation selection for 20 year and above classified employees shall be based on seniority in rank and shall also be limited to a maximum of six days (3 shifts). MEMBERS who do not wish to schedule annual leave during the month of September may schedule days throughout the fiscal year on an as needed basis as long as there are available dates. This provision specifically overrides contrary provisions under §143.046, TLGC.

Section 5. Only three (3) classified employee per shift shall be allowed to be on vacation leave at any given time. It is understood that the Fire Chief may at his discretion allow more than three (3) classified employees per shift be on vacation leave, subject to the staffing needs of the Department.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate. Fire fighters shall earn and accrue sick leave time in accordance with the minimum requirements of §143.045, TLGC – fifteen working days each twelve months, pro-rata as per the statute.

Section 2. Accumulation of Sick Leave Time. Fire fighters shall accumulate sick leave time in accordance with the minimum requirements of §143.045, TLGC and payout of any accrued sick leave benefits shall also be in accordance with §143.045, TLGC.

Section 3. Purpose of Sick Leave. Sick leave time is a privilege to be used for the sole purpose of wage continuation when a bargaining unit member is incapacitated due to a bona-fide illness, medical treatment and/or exposure to contagious disease that may jeopardize the health of others.

Section 4. Procedure for Notification. In those circumstances when a bargaining unit member is going to invoke sick leave as paid time off, the member must notify the shift supervisor of his/her absence with as much notice as reasonably possible, but in no event less than one (1) hour notice, along with a brief description of the nature of the illness or injury, unless extraordinary circumstances beyond the control of the employee prevent compliance with this requirement. The failure to provide such notification may subject the employee to disciplinary action.

Section 5. Protocol. When sick leave is taken because of the illness, injury, or disability of the firefighter personally, that employee shall concern themselves with their personal recovery and shall make every effort to facilitate their return to duty. Further, that employee shall not absent themselves from their place of confinement except to receive medical treatment or to fill a prescription for such treatment, or other necessary absence.

Section 6. Use of Sick Leave for Others As Allowed by Law. Any time taken by an employee under the authority of the Family Medical Leave Act, or any other similar law, shall be charged against a firefighter's accrued sick leave time. Sick leave utilization in connection with the requirements of a state or federal law may only be taken when the conditions for such leave,

as prescribed by the applicable law, are satisfied. Abuse of any such privileges may subject the employee to disciplinary action.

Section 7. Administrative Investigation Privileges. City management reserves the right to investigate usage of sick leave by a firefighter, and may require, upon reasonable suspicion, a member to provide documentary proof in support of sick leave usage when requested to do so. Failure to cooperate in any such investigation may subject the member to disciplinary action.

ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any bargaining unit employee, said employee shall be granted paid leave up to 72 consecutive hours for Fire Suppression shifts and 3 calendar days for non-shift classified employees per fiscal year for the purpose of attending a funeral, travel time and/or other necessary business pertaining to the funeral.

Section 2. For purposes of this Article only, the term “immediate family” is defined as spouse, son, daughter, parents, grandparents, brother, sister, nieces, nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, great grandchildren, uncles, aunts and first cousins and anyone who resides in the household of the employee and is dependent on the employee for support.

Section 3. The Fire Chief or his designee may upon the request of the employee, allow additional time off, subject to the operational needs of the department. Sick leave may not be used for bereavement leave purposes

ARTICLE 15. INSURANCE BENEFITS

Section 1. Life Insurance. The CITY shall provide life insurance benefits to each bargaining unit employee equivalent to what the CITY provides to the CITY’s civilian employees at any given time.

Section 2. Medical Insurance: The CITY will furnish to each bargaining unit employee the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY’s civilian employees at any given time. The CITY reserves the right to elect, purchase and implement medical insurance that serves the best interests of the CITY OF PHARR and its employees at any given time.

ARTICLE 16. PENSION BENEFITS

Section 1. The CITY shall contribute to the pension funds of individual bargaining unit members an amount equivalent to what the CITY provides to the CITY’s civilian employees under the Texas Municipal Retirement System at any given time.

ARTICLE 17. UNIFORMS & PROTECTIVE EQUIPMENT

Section 1. Basic Uniforms & Apparel. The CITY shall issue to fire prevention and fire suppression personnel a set of uniforms (apparel) and linen at no cost to fire personnel. The

issuance of uniforms and equipment shall be in accordance with the applicable SOP established by the Fire Chief for these purposes.

Section 2. Quality & Standards. All such protective clothing shall meet the minimum requirements of the Texas Commission on Fire Protection.

Section 3. A Standard issuance uniform shall be provided for all classified employees.

Section 4. Maintenance, Cleaning, Repair of Protective Equipment. The CITY shall provide for the cleaning, decontamination, maintenance, and repair of protective equipment on an as needed basis. Fire personnel shall be responsible to alerting management to the necessity of cleaning, decontamination, maintenance or repair as necessary.

Section 5. Maintenance, Cleaning, Repair of Basic Uniforms & Apparel. Each respective Firefighter shall be responsible for the routine cleaning and maintenance of the uniforms and apparel issued to them.

ARTICLE 18. SHIFT CYCLES, HOURS OF WORK, PAY CYCLES, & STANDBY PAY

Section 1. Shift Cycles – Fire Suppression. The normal work shift cycle for fire suppression personnel shall be as follows: 1) 24 hrs on; 24 hrs off; 2) 24 hrs on; 24 hrs off; 3) 24 hrs on; 96 hrs off, and then repeated. Hours of work shall commence at 0900 hours and end at the same time the following day.

Section 2. Shift Cycles – Fire Prevention. The work shift cycle for fire prevention personnel shall be forty (40) hours a work week, scheduled between 8-10 hours a day at the discretion of the Fire Chief.

Section 3. Pay Cycle. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the CITY's authority to alter, modify, or otherwise change its pay cycles for fire personnel so long as any modification is in accordance with state and/or federal law.

Section 4. Shift Classified Employees (Fire Suppression Division) who are called in to work duty hours beyond their regular shift schedule shall be called utilizing the rotating list. Classified Shift Employees who are on duty when called upon for unscheduled hours shall remain in place on the rotating list for call back.

Section 5. Compensatory Time. Compensatory time may be allowed in accordance with the requirements of the Fair Labor Standards Act.

Section 6. When an employee is officially designated On Call he or she shall receive compensation of \$100 per Week, called out while on Call shall receive overtime pay for that actual time called out with a minimum of -Two (2) hours, provided, however, that such on call overtime pay will be paid in accordance with FLSA rules and regs.

Section 7.

A. Non- exempt fire suppression personnel who are assigned to a 3-shift, 14-day work period who have hours actually worked over 106 shall be compensated at 1 ½ their regular rate of pay for those hours over 106. **(This Change will Occur October 1st, 2025)**

- B. All personnel assigned to 7-day, 40-hour work period shall be given a Stipend pay of; 12% aggregate salary to compensate for the disparity between fire suppression shift work and personnel working a conventional 40-hour work week. **(This Change will Occur October 1st, 2025)**
- C. All leave hours, except Substitution of Time, Shall not be considered when calculating working hours.
- D. Fire Suppression personnel in probationary status are not eligible for unscheduled overtime duty until such time as completing three (3) months on regular full-time (shift) duty.
- E. Overtime time at 1 ½ times the regular rate shall apply but is not limited to the following circumstances:
- Working hours over 106 in the 14- day work period, or 40 in a 7-day work period, dependent on the individual's scheduled work period.
 - Call back for emergency response if otherwise off duty.
 - Overtime hours incurred by trainees attending a Bonafide fire or police basic training academy as required under 29CFR 553.214.
 - Certain off duty training time if:
 - a) Attendance is mandated by the Chief and;
 - b) Is determined compensate under the two-part test of 29CFR 553.214

ARTICLE 19. FIRE SUPPRESSION - SUBSTITUTION OF TIME

Section 1. Bargaining unit members shall be allowed substitution of time a maximum of 120 hours' worth of shift substitutions per month, subject to the approval of the Fire Chief and or designee.

Section 3. Classified Employees requesting and accepting substitution of time shall complete necessary procedures for substitution of time required by the department via procedure implemented by Fire Chief.- Non-Compliance will forfeit substitution of time requests.

Section 4. A shift substitution of times shall be paid back within 180 days from the date of the original shift exchange.

Section 5. A shift substitution of time may not be allowed if either the requestor or requestee would by their absence miss a scheduled training that otherwise cannot be made up.

Section 6. The substitution of time requestor is responsible for all steps required for approval according to procedure implemented by Fire Chief.

ARTICLE 20. ASSOCIATION BUSINESS LEAVE & PRIVILEGES

Section 1. Bulletin Board. The CITY shall allow for space on an existing bulletin board in each station in a conspicuous place, which the Local may use to communicate matters relating to union business to its members.

- A. Articles placed on such board shall be limited to local, state, or national meetings, announcements, legislative reports, safety bulletins, etc.
- B. No materials endorsing political candidates or issues or any matters or materials that are degrading or derogatory to the employer, or any other public officials will be allowed on the board and must be removed by the ASSOCIATION President, or his designate, upon request of the Fire Chief or his designate.

Section 2. Bargaining Sessions. For purposes of attending collective bargaining negotiations, the duly elected or appointed ASSOCIATION President, and the ASSOCIATION Secretary, or designee from the Local's Board of Directors, if scheduled to be on duty at the time a bargaining meeting or conference takes place, shall have the privilege of attending bargaining sessions without loss of pay or benefits; provided, however, that any such time spent shall be treated as on duty time and the fire fighter representative shall remain on call for all purposes.

Section 3. Other Union Activity. In addition to the foregoing privileges, paid or unpaid leave time for the purpose of ASSOCIATION business shall be allowed in the same manner and method allowed for Shift Exchanges under either this Labor Agreement or the Standard Operating Procedure applicable to shift exchanges.

Section 4. It is understood and agreed that any time spent by a designated union representative while on duty, for employment grievance, or disciplinary representation and that is conducted within the Fire Department and/or City facilities (stations, offices, City Hall etc.) shall be without loss of pay. Similarly, union representation by a representative who is not on duty shall not trigger any pay obligations by the City.

Section 5. Payroll Deduction of Dues. In connection with recognition, the CITY agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the Union, from the pay of those fire fighters who individually request, in writing, that such deductions be made from their paycheck.

- A. The total amount of deductions shall be remitted once each month, together with the names of the fire fighters from whom deductions were made by the CITY, to the Treasurer of the ASSOCIATION. The CITY shall forward, upon written request, to the Association a copy of all authorization or cancellation of voluntary deduction of Union dues by any fire fighter.
- B. This dues deduction provision is not intended to be exclusive and the CITY may offer, in its discretion, dues deduction to any other employee organization in accordance with its policies and practices.

Section 6. This authorization shall remain in full force and effect during the term of this Agreement or as long as the Association remains the exclusive bargaining agent.

ARTICLE 21. CONTINUING EDUCATION AND TRAINING

Section 1. Any Classified Employee who wishes to attend classes on their own time and obtain certification or credits for fire related or other courses approved by the department may petition for reimbursement of tuition, subject to the availability of funds. Any such request must first be pre-approved by the Fire Chief before the course is taken and the course must be successfully completed.

ARTICLE 22. HEALTH, SAFETY & FITNESS ISSUES

Section 1. It shall be a condition of employment for each bargaining unit member to be personally responsible for satisfying minimum requirements imposed by the Civil Service Commission and/or the TCFP for maintaining personal physical and mental health to function in the rank and position held by that member.

Section 2. The City and the Union shall meet and allow the Union to make recommendations on a fitness program for existing employees which is not punitive in nature but is instead aimed at promoting physical fitness among all employees of the Department.

ARTICLE 23. SUBSTANCE ABUSE TESTING

Section 1. For purposes of this Labor Agreement, the baseline substance abuse testing policy shall be that designated by the CITY OF PHARR for its civilian employees, as established by the City Commission through official action.

Section 2. Provided, however, that given the heightened levels of substance abuse prevention and avoidance for public safety personnel, the Department may also establish, by departmental policy a substance abuse policy that is stricter than that afforded to civilian personnel.

Section 3. The parties understand and agree that in addition to the for cause standards of substance abuse allowed by state and federal law, the Department shall also establish a substance abuse testing program that will result in all personnel being tested for substance abuse at least one each year.

Section 4. In this regard, the parties understand and agree that administrative orders to submit to a substance abuse test shall be random and given on little or no notice by administration.

ARTICLE 24. INTERNAL INVESTIGATION PROCEDURE & FIREFIGHTER BILL OF RIGHTS

Section 1. The PARTIES understand and agree that the Fire Chief, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Fire Department, subject to such procedures required by law. The PARTIES further understand and agree that the Fire Chief retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

Section 2. Pre-Disciplinary Due Process Meeting. As a condition precedent to any disciplinary action imposed by the Fire Chief, a firefighter shall be provided with a pre-disciplinary due process meeting with the Chief in accordance with the provisions of this Article.

Section 3. The Notice of Pre-Disciplinary Due Process Meeting shall contain the following minimum information.

- A. A description of the misconduct that is being alleged against the firefighter.
- B. A summary of the rules, regulations, and policies alleged to have been violated.
- C. And the range of possible disciplinary action being under consideration by the Fire Chief.

Section 4. The Notice of Pre-Disciplinary Due Process Hearing shall be provided with reasonable notice to the fire fighter, and shall be scheduled during normal business hours, unless extenuating circumstances dictate otherwise. The time period between the service of the Notice and the actual meeting with the Fire Chief shall be excluded from the administrative limitations period.

Section 5. If the Fire Chief decides to impose a disciplinary suspension, the procedures and deadlines under Chapter 143, TLGC shall apply, except as otherwise provided in this Article.

Section 6. If the fire fighter decides to appeal from a disciplinary action, the procedures and deadlines under Chapter 143, TLGC shall apply, except as otherwise provided in this Article.

Section 7. The Fire Chief is authorized to allow the firefighter to satisfy a disciplinary suspension of up to FORTY (40) work hours by substituting accrued paid time off that the fire fighter may have as accrued comp time or vacation time. This option is allowable only if the fire fighter accepts responsibility for the misconduct alleged in a duly filed charging instrument and waives his/her right to appeal the discipline imposed. This provision overrides and controls any statutory provision to the contract contained in Chapter 143, TLGC.

Section 8. Any complaints related to alleged breaches or non-compliance with the foregoing procedures may be raised only in the context of a disciplinary appeal, if any. Allegations that a provision of this Article has been violated may not, and shall not, be grounds for a grievance or arbitration brought under those Articles relating to the enforcement of the contractual provisions of this Agreement. However, the Civil Service Commission or the independent hearing examiner before whom any disciplinary appeal is pending may give such weight to claims of breach of this Article as the Commission or hearing examiner finds appropriate and may impose an appropriate remedy based on a totality of the facts and circumstances.

ARTICLE 25. VOLUNTEER FIRE DEPARTMENT

Section 1. Past Utilization Recognized. The ASSOCIATION hereby specifically acknowledges the existence of and the corps of Volunteer Firefighters for the CITY OF PHARR.

Section 2. The PARTIES understand and agree that the Volunteer Firefighters are not members of the bargaining unit, as such is defined by statute, nor are volunteer personnel entitled to the benefits of this Agreement.

Section 3. For purposes of this contract cycle, the ASSOCIATION agrees, consistent with the terms of this Agreement, to continue to work alongside the Volunteer Firefighters and to

cooperate with the utilization of Volunteer Firefighters by the City to supplement the fire service and to control costs.

Section 4. It is agreed that the Volunteer Firefighters may, in consistent with the terms of this Agreement, continue to serve in the capacity of backup and support of the paid firefighters.

Section 5. The parties specifically agree that volunteer firefighters may be utilized to backfill any entry level unmanned position, on a temporary basis, so long as the volunteer has the qualifications and experience to backfill the unmanned entry level position.

Section 6. Volunteers shall not be entitled to any permanent position within the fire service and shall not be compensated for volunteer services.

ARTICLE 26. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however, employees retain all rights, privileges under Chapter 143, TLGC and the Civil Service Commission with respect to disciplinary matters.

Section 3. Only the ASSOCIATION has the standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information: 1) a brief statement of the grievance and the facts or events on which it is based; 2) the sections(s) of the Agreement alleged to have been violated, 3) the remedy or adjustment sought; and 4) the bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee chairman or Association President.

Section 4. Grievances arising from bargaining unit members and/or the ASSOCIATION shall proceed along the following Steps:

- A. Step 1. An aggrieved employee must initiate a grievance with the Association Grievance Committee within fifteen (15) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance.
- B. A copy of notice or receipt of the grievance shall be forwarded to the Fire Chief by the Association Grievance Committee within (3) business days of the receipt of the grievance. The Association Grievance Committee shall within their sole discretion determine if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Fire Chief in writing that no further proceedings will be necessary.
- C. If the Association Grievance Committee determines that the grievance is valid, it shall, within fifteen (15) business days after receipt of the grievance, proceed to Step 2 of the procedure.

- D. Step 2. Any grievance found to be valid by the Association Grievance Committee shall be submitted to the Fire Chief within five (5) business days of the Step 1 Ruling. After receipt of the grievance, the Fire Chief shall within ten (10) business days submit his response in writing to the Association Grievance Committee.
- E. Step 3. If the grievance is not resolved in Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the Step 2 decision by the Fire Chief.
- F. The City Manager or his designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options. If the City Manager does not render a decision in this matter within ten (10) business days, the grievance shall be treated as having been denied on the 10th day.
- G. Step 4. If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the receipt of the City Manager's decision to submit the matter to arbitration. The arbitration procedure will be implemented by the ASSOCIATION delivering a letter so stating to the City Manager or his designee.
- H. Any of the administrative deadlines contained in the foregoing Steps may be extended or otherwise modified by written agreement of the PARTIES.

ARTICLE 27. ARBITRATION PROCEDURES

Section 1. If a grievance is to be submitted to arbitration, the Grieving Party shall within ten (10) working days request a list of seven (7) neutrals from the American Arbitration Association ("AAA"). The party with the burden of proof on the grievance shall be responsible for requesting a list of neutrals.

Section 2. Otherwise, within ten (10) working days following receipt of the list of neutrals, or as otherwise agreed in writing, the PARTIES shall use a strike procedure whereby an arbitrator is selected by having each PARTY strike in turn one (1) name from the list until only one name remains. The PARTY that invoked arbitration shall make the first strike. The remaining individual on the list shall serve as the Arbitrator.

Section 3. The arbitrator so selected shall, through the proper agency, be promptly notified of his selection and the parties in agreement with the arbitrator shall select a time, and date for the hearing of the grievance. Unless otherwise agreed upon, each hearing shall be conducted consistent with the procedural rules of the organization used for the arbitration.

Section 4. If the matter is submitted to arbitration under the foregoing terms, the Arbitrator shall adhere to the following procedures and time-tables.

- A. Those provided for by the procedural and substantive rules of the sponsoring arbitration organization; and,
- B. Those agreed upon by written agreement of the parties.

Section 5. The arbitrator's decision shall be in writing and shall be based on the testimony, documents, and exhibits made a part of the arbitration record.

Section 6. The Award shall be issued within thirty (30) days after conclusion of the evidentiary, unless an extension is otherwise agreed upon by the PARTIES. A copy of the Award shall be mailed or delivered to the President of the Local and to City Manager and City's Fire Chief and their legal representative.

Section 7. With respect to the application, and enforcement of the provisions of this Agreement, the decision of the arbitrator shall be final and binding on the parties to this Agreement, except as otherwise provided for by Texas law and the terms of this Agreement.

Section 8. Except as otherwise provided for in this Agreement, the arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to interpret away, in whole or in part, any provisions of amendments thereof.

Section 9. The cost of the impartial arbitrator shall be shared equally between the ASSOCIATION and the CITY. If a transcript of the proceedings is requested, then the PARTY so requesting shall pay for such transcript, unless otherwise agreed.

Section 10. Any and all time limits set forth in this article may be extended by written mutual consent, but if not so extended the limits must be strictly observed. Failure of the ASSOCIATION or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action need be taken. Failure of the CITY to respond within the time limits shall constitute a denial of the grievance and the Grievant or the ASSOCIATION may proceed to the next step.

Section 11. It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal form provided however either party may bring an action in district court to vacate the decision of the arbitrator in accordance with the standards for such review imposed under this Agreement or as otherwise allowed by law.

Section 12. Civil Service Appeals. All appeals of Civil Service disciplinary matters heretofore heard by the Civil Service Commission or a duly selected hearing examiner under Chapter 143, shall continue to be so heard and with all rights of appeals as provided in Chapter 143, and such matters shall not be subject to the grievance procedure, except as provided below.

Section 13. In the event that any provisions of Chapter 143, TLGC pertaining to the hearing examiner, or other rights of disciplinary appeal or the act itself should be repealed either through legislation or local election. It is understood and agreed, that the appeal of

disciplinary suspensions, terminations, demotions, and promotional pass-over shall then, and only then, be subject to the contract grievance procedure established herein.

ARTICLE 28. MISCELLANEOUS PROVISIONS

Section 1. Publication of Labor Agreement. The CITY shall post this labor agreement on its website. A hard copy may be requested from the City Clerk subject to a printing fee.

The parties agree that our law enforcement personnel who are TCOLE certified and in good standing with the City of Pharr Shall be allowed to work off-duty part-time with other organizations and must have completed a comprehensive field training program signed off by the Chief of Police.

ARTICLE 29. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the applicable thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period.

Section 3. Any Appendices to this Agreement shall be incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 30. APPOINTED POSITIONS AND PROMOTIONS

Training Division

Section 1.-Existing Training Captain Shall be re-classified to the Rank of a Battalion Chief position effective October 1, 2024, remain an appointed position, and report directly to the Assistant Chief or Fire Chief.

Section 2. Lieutenant. One (1) ranked "Lieutenant" position will be created effective October 1st, 2024, and will be a tested position to be filled in accordance with Chapter 143 TLGC.

Fire Prevention Division

Section 1. A.) Battalion Chief. One (1) ranked "Battalion Chief" position will be created effective October 1st, 2024, and will be a tested position to be filled in accordance with Chapter 143 TLGC.

Section 1. B.) Lieutenant. One (1) ranked “Lieutenant” position will be created effective October 1st, 2024, and will be a tested position to be filled in accordance with Chapter 143 TLGC.

Section 1. C.) Upon a vacancy of one (1) of two (2) Deputy Chief positions, the vacant position shall be appointed by the Fire Chief. The remaining Deputy Chief shall be in a tested position in accordance with Chapter 143, TLGC.

Section 2. In accordance with Chapter 143, TLGC, if a person who has been appointed to one of the foregoing positions is removed from the appointed position, that person shall be reinstated in the department and placed in a position with a rank not lower than that held by the person immediately before appointment to the position. The person retains all rights of seniority in the department.

Section 3. In accordance with Chapter 143, TLGC, if a person holding an appointed position is charged with an offense in violation of civil service rules and is dismissed from the civil service or discharged from his appointed position, the person has the same rights and privileges of a hearing before the commission and in the same manner and under the same conditions as a classified employee.

Fire Administration Section Engineer Level

Section 1. Promotion to the rank of Engineer.

A. Effective October 1, 2021 all employees currently in the rank of Engineer will be required to obtain the following certification within the year of effective date:

- a. Driver Operator - Pumper; and
- b. Driver Operator – Aerial;
- c. These certifications are exempt from the cap of 4 certifications as noted in the Pay table attached as “Appendix A”

B. Failure to obtain the required certifications within the year will result in the following:

- a. Employee will become ineligible for promotion until required certifications are met;
- b. No authorized overtime: except in cases of emergency (holiday pay does not count as overtime);
- c. Employee will be prohibited to exchange time.

C. All employees in the Firefighter rank who wish to promote to the rank of “Engineer” will be required to have the required certifications of Driver Operator – Pumper and Driver Operator – Aerial. All firefighters have one year from October 1, 2021 to attain the 2 certifications. Anyone who does not have the required certifications by October 1, 2022 will not to be eligible to test for the rank of Engineer.

- D. All employees at the Firefighter rank shall not be eligible to be an Acting-Driver unless they attain the required certifications of Driver Operator – Pumper and Driver Operator – Aerial. This section will go into effect on Oct 1, 2022. Any firefighter who does not have the two required certifications by October 1, 2022 will not be eligible to be Acting Driver until certifications are obtained.

Fire Administration Officer level

Section 1. Promotion to the rank of Lieutenant.

- c) Effective October 1, 2024, all employees currently in the rank of Lieutenant will be required to obtain the following certification within the year of effective date:
 - a. Fire Officer -1
 - b. Fire Instructor -1
 - c. These certifications are exempt from the cap of 4 certifications as noted in the Pay table attached as “Appendix A”
- d) Failure to obtain the required certifications within the year will result in the following:
 - d. Employees will become ineligible for promotion until required certifications are met.
 - e. No authorized overtime: except in cases of emergency (holiday pay does not count as overtime).
 - f. Employees will be prohibited from exchanging time.
- e) All employees in the Engineer rank who wish to promote to the rank of “Lieutenant” will be required to have the required certifications of Lieutenant. All Engineers have one year from October 1, 2024, to attain the 2 certifications. Anyone who does not have the required certifications by October 1, 2025, will not be eligible to test for the rank of Lieutenant.
- f) All employees at the Engineer rank shall not be eligible to be an Acting-Lieutenant unless they attain the required certifications of Fire Officer -1 – Fire Instructor -1. This section will go into effect on Oct 1, 2024. Any Engineer who does not have the two required certifications by October 1, 2025 will not be eligible to be Acting Lieutenant until certifications are obtained.

ARTICLE 31. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

Agreement - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement negotiated between the CITY OF PHARR and the ASSOCIATION.

Association – refers to the duly recognized and exclusive bargaining agent selected by a majority of the firefighters pursuant to Chapter 174, TLGC.

Bargaining Agent - refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the CITY OF PHARR fire fighters under Chapter 174;

Bargaining Unit - all full-time fire department employees, except the Fire Chief, members of the Volunteer Fire Department, any civilian employees;

Budget (Fiscal) Year- refers to a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Business Days – shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year.

CBA - refers to a Collective Bargaining Agreement and, when specified, to this Agreement;

Chapter 143 - refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;

Chapter 174 - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;

Civil Service - refers to the classified civil service system organized pursuant to Chapter 143, the Texas Local Government Code;

Civil Service Commission or CSC – refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC for the City of Pharr;

City - refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF PHARR, TEXAS;

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

City Management – refers to the administrative chain of authority within the City's administrative structure starting within the Fire Department and rising through to the City Manager and, if necessary, the City Commission.

Classified Service - refers to the civil service classifications, including all rights, obligations, privileges, procedures, and protocols established by Chapter 143;

Department - unless otherwise specified, refers to the CITY OF PHARR Fire Department;

Employee – unless otherwise specified, shall refer to fire fighter personnel who qualify as members of the bargaining unit;

Execution Date – refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF PHARR in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the CITY OF PHARR, TEXAS;

Fire Administration & Fire Prevention – refers to Fire Department personnel who are not fire suppression personnel and who typically work a 40-hour workweek.

Fire Chief - refers to the Fire Chief appointed as the department head for the Fire Department, and includes the Fire Chief's designated representative;

Fire Department - refers to that department of the City of Pharr responsible for fire prevention, fire suppression, and fire safety functions for the City.

Fire Fighter(s) - refers to those CITY employees certified or licensed by the State of Texas to engage in firefighting risk prevention and suppression services and who hold a position a budgeted and/or classified position within the City whose duties involve or include the provision of such services.

FLSA - refers to the Fair Labor Standards Act;

Grievance - is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of the Agreement as raised by the Grievance procedures in this Agreement.

Immediate Family Member - except as otherwise specifically provided for in this agreement, has the same meaning as contained in the Family Medical Leave Act and is limited to the employee, the employee's spouse and any minor children.

Labor Agreement - is this Collective Bargaining Agreement negotiated between the parties.

Local #4213 - refers to PHARR PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, IAFF LOCAL #4213, which is recognized under this Agreement as the exclusive bargaining agents under Chapter 174 for fire department fire fighters;

salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143 treated separately from Seniority Pay.

Member – refers to a fire department employee who is a bargaining unit member;

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & a 1-½ Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Paid Time Off – refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.

Parties – refers to the CITY OF PHARR and the ASSOCIATION jointly.

Pay Cycle – refers to the period of time in which the employer issues pay checks for services rendered and for purposes of calculating the employer’s overtime pay obligations to individual employees.

Seniority Pay – refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee.

Shift Day – when applied to fire suppression personnel refers to one twenty-four (24) hours work period as part of a work cycle; it also amounts to two (2) working days, that is two (2) twelve-hour (12) shifts; and a twelve (12) hour shift is one working day.

Standard Operating Procedure (also “SOP”) – shall refer to the City of Pharr Fire – Rescue: Policy & Standard Operating Procedure Manual, as amended, and in effect at any given time. Nothing in this Agreement making references to any SOP shall be construed as a restriction, limitation, or derogation of the authority of the CITY to create, alter, amend, or modify an SOP when necessary.

TCFP – shall refer to the Texas Commission on Fire Protection;

Time & a Half Pay - shall refer to a rate of pay that is agreed to by the parties, but which is not otherwise mandated by law. Different from Overtime Pay, which is a rate of pay mandated by state or federal law, as opposed to by negotiated agreement.

Working Day – refers to one (1) twelve (12) hour period that otherwise comprise a ½ Shift Day, as defined above.

Grievance No. _____

CITY OF PHARR, TEXAS
FIRE DEPARTMENT STANDARD GRIEVANCE FORM

Grievance Submittal

Employee must use this form, or one substantially like it, for filing grievances with the Union grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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A. Factual Basis of the Grievance. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature

Date

Association Representative

Date

Fire Chief/designee

Date

Grievance Forms
City of Pharr – IAFF Local #4213

Grievance No. _____

FIRE DEPARTMENT GRIEVANCE FORM
UNION GRIEVANCE COMMITTEE FINDINGS AND SUBMITTAL

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name	address	City/State	Phone
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Division	Title/Rank	Station/Shift	Phone
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Union Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION Forward for Adjustment Reject Grievance

Grievance Committee Representative

Date

Association Representative

Date

APPENDIX “A”
COLLECTIVE BARGAINING AGREEMENT
Fiscal Year 2025 – Fiscal Year 2027

CLASSIFICATION	CURRENT	FY24-25 (1)	FY25-26 (2)	FY26-27 (3)	FY27-28 (4)
Fire Fighter Trainee **	\$27,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00
Fire Fighter I (probationary) ***	\$37,500.00	\$37,500.00	\$37,500.00	\$37,500.00	\$37,500.00
Fire Fighter II	\$46,200.00	\$46,200.00	\$46,200.00	\$49,896.00	\$51,891.84
Engineer	\$50,741.00	\$50,741.00	\$50,741.00	\$52,770.64	\$54,881.47
OFFICER LEVEL	CURRENT	FY24-25	FY25-26	FY26-27	FY27-28 (4)
Lieutenant	\$56,374.00	\$56,374.00	\$56,374.00	\$58,628.96	\$60,974.12
Battalion Chief	\$63,184.00	\$63,184.00	\$63,184.00	\$65,711.36	\$68,339.81
Deputy Chief	\$69,996.00	\$69,996.00	\$69,996.00	\$72,795.84	\$75,707.67
Asst Chief	\$75,000.00	\$105,000.00	\$105,000.00	\$109,200.00	\$113,568.00

1. BASE PAY AMOUNTS *

* For calculation purposes annual base pay as outlined above is rounded off to the nearest whole dollar. Base pay shall be paid out on a pro-rata basis utilizing the City’s usual and customary payroll calendar.

** Firefighter trainees are not members of the Collective Bargaining Unit as they do not meet the definition of a Firefighter under Chapter 174, TLGC, and are included here for reference purposes only. Trainees are at will and shall be carried in a probationary status while in the training academy.

*** Newly certified firefighters shall be carried as probationary firefighters for a period of one full year, beginning from the date of their TCFP certification and successful completion of the fire academy. An entry level firefighter who is already TCFP certified when hired, shall serve in a probationary status for a period of one full year beginning from date of hire. This provision is intended to override any statutory provision to the contrary in Chapter 143, TLGC relating to probationary status.

**** The position of Assistant Chief is an appointed position under Chapter 143, TLGC.

***** The CITY reserves the right to determine the number of budgeted positions that it will maintain in any of the ranks specified above.

2. SENIORITY PAY

Seniority pay is available to all members of the bargaining unit after completion of the entry-level probationary period as follows: These Changes will Take Effect October 1st, 2024.

YEARS OF SERVICE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
One year	\$250.00	\$250.00
Two years or more	\$250.00	\$500.00
Three years or more	\$1,000.00	\$1,500.00
Four years or more	\$500.00	\$2,000.00
Five years or more	\$1,500.00	\$3,500.00
Six years or more	\$250.00	\$3,750.00
Seven years or more	\$250.00	\$4,000.00
Eight years or more	\$1,000.00	\$5,000.00
Nine years or more	\$250.00	\$5,250.00
Ten years or more	\$1000.00	\$6,250.00
Eleven years or more	\$250.00	\$6,500.00
Twelve years or more	\$250.00	\$6,750.00
Thirteen years or more	\$500.00	\$7,250.00
Fourteen years or more	\$250.00	\$7,500.00
Fifteen years or more	\$1000.00	\$8,500.00
Sixteen years or more	\$250.00	\$8,750.00
Seventeen years or more	\$250.00	\$9,000.00
Eighteen years or more	\$500.00	\$9,500.00
Nineteen years or more	\$500.00	\$10,000.00
Twenty years or more	\$1500.00	\$11,500.00
Twenty – one years or more	\$300.00	\$11,800.00
Twenty – two years or more	\$300.00	\$12,100.00

Twenty – three years or more	\$300.00	\$12,400.00
Twenty – four years or more	\$300.00	\$12,700.00
Twenty – five years or more	\$300.00	\$13,000.00
Twenty – six years or more	\$300.00	\$13,300.00
Twenty – seven years or more	\$300.00	\$13,600.00
Twenty – eight years or more	\$300.00	\$13,900.00
Twenty – nine years or more	\$300.00	\$14,200.00
Thirty years or more	\$800.00	\$15,000.00

Seniority Pay is paid out pro-rata over the annual pay cycles, which at the time of this labor agreement is set to twenty-six (26) pay periods per year. Payment of the foregoing amounts shall be prospective only and adjusted pro-rata payments shall be implemented in the first full pay period after ratification and adoption of the labor agreement by both parties.

3. LONGEVITY PAY

Longevity pay is available for only certified firefighters after completion of the entry-level probationary period as follows:

YEARS OF SERVICE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
One year	\$75.00	
Two years or more	\$75.00	\$150.00
Three years or more	\$75.00	\$225.00
Four years or more	\$75.00	\$300.00
Five years or more	\$75.00	\$375.00
Six years or more	\$75.00	\$450.00
Seven years or more	\$75.00	\$525.00
Eight years or more	\$75.00	\$600.00
Nine years or more	\$75.00	\$675.00
Ten years or more	\$75.00	\$750.00

Eleven years or more	\$75.00	\$825.00
Twelve years or more	\$75.00	\$900.00
Thirteen years or more	\$75.00	\$975.00
Fourteen years or more	\$75.00	\$1,050.00
Fifteen years or more	\$75.00	\$1,125.00
Sixteen years or more	\$75.00	\$1,200.00
Seventeen years or more	\$75.00	\$1,275.00
Eighteen years or more	\$75.00	\$1,350.00
Nineteen years or more	\$75.00	\$1,425.00
Twenty years or more	\$75.00	\$1,500.00
Twenty – one years or more	\$75.00	\$1,575.00
Twenty – two years or more	\$75.00	\$1,650.00
Twenty – three years or more	\$75.00	\$1,725.00
Twenty – four years or more	\$75.00	\$1,800.00
Twenty – five years or more	\$75.00	\$1,875.00
Twenty – six years or more	\$75.00	\$1,950.00
Twenty – seven years or more	\$75.00	\$2,025.00
Twenty – eight years or more	\$75.00	\$2,100.00
Twenty – nine years or more	\$75.00	\$2,175.00
Thirty years or more	\$75.00	\$2,250.00

5. CERTIFICATION PAY: TEXAS COMMISSION ON FIRE PROTECTION

Section 1. Certification pays will be capped at **four (4)** certifications total for each Firefighter. Certification Pay shall be paid on a pro-rata basis as follows: To be effective October 1st 2026.

TCFP CERTIFICATION	ANNUAL PAY	CUMULATIVE PAY
Fire Investigator	\$400.00	\$400.00
Arson Investigator	\$400.00	\$800.00
<u>Fire Marshal Certification</u>	\$400.00	\$400.00

<u>Fire and Life Safety Educator I</u>	\$400.00	\$400.00
<u>Fire and Life Safety Educator II</u>	\$400.00	\$800.00
Fire Inspector / Plans Examiner	\$400.00	\$400.00
<u>Basic Wildland Firefighter</u>	\$400.00	\$400.00
<u>Intermediate Wildland Firefighter</u>	\$600.00	\$800.00
Fire Instructor I	\$400.00	\$400.00
Fire Instructor II	\$400.00	\$800.00
Fire Instructor III	\$400.00	\$1200.00
Hazardous-Materials Technician	\$700.00	\$700.00
Hazmat Incident Commander	\$400.00	\$1100.00
Fire Officer		
Level I	\$400.00	\$400.00
Level II	\$400.00	\$800.00
Level III IV	\$400.00	\$1200.00
<u>Level IV</u>	<u>\$400.00</u>	\$1600.00
Incident Safety Officer	\$400.00	
Driver-Operator Pumper	\$400.00	\$400.00
Driver-Operator Aerial	\$400.00	\$800.00
First Responder / Emergency Care Attendant (Department of State Health Services certified)	\$400.00	\$400.00
EMT (DSHS)	\$1,300.00	\$1,300.00

Section 2. The following certifications are exempt from the cap of 4 as noted above in Section 1.

LEVEL	2021-2024	CUMULATIVE
BASIC	---	---
INTERMEDIATE	\$900.00	\$900.00
ADVANCED	\$1,200.00	\$2,100.00
MASTER	\$1,500.00	\$3,600.00

6. EDUCATION PAY

Education pay is available to all certified firefighters in the department for successful completion (a passing grade) of courses that are part of a degree plan at an accredited college or university. It shall be paid on a pro-rata basis as follows:

HOURS COMPLETED	ANNUAL PAY	CUMULATIVE PAY
60 hours +	\$600.00	\$600.00
90 hours - Associates Degree	\$400.00	\$1,000.00
Bachelors Degree	\$1,500.00	\$2,500.00
Master Degree	\$1,500.00	\$4,000.00
Ph.D.	\$1,500.00	\$5,500.00

7. ASSIGNMENT PAY

Assignment pay is limited to authorized positions and is available for persons who perform certain specified job duties, as specified below. It shall be paid out on a pro-rata basis as follows: To be effective October 1st, 2024

AUTHORIZED ASSIGNMENT (FIRE SUPPRESSION)	JOB DUTIES POSITIONS	ANNUAL PAY
(9)	Fire Instructor II (Certified by TCFP) (Fire Suppression / Training Division / Admin)	\$700.00
(6)	Fire Investigator (Fire Suppression)	\$850.00
(20)	Haz-Mat Technicians (Fire suppression, Training, Admin)	\$1,200.00
(1)	Fire Arms Instructor (Fire prevention , Fire Suppression, Training, Admin)	\$700.00
(9)	Fire Investigator (Fire prevention)	\$850.00
3	Fire Instructor II (Fire prevention)	\$700.00
(9)	Arson Investigator (TCLOE License) (Fire prevention)	\$3000.00

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