

**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, JUNE 21, 2021**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases.

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

AGENDA REGULAR MEETING

June 21, 2021

A) Submission of Sales Tax Collection Report for June 2021.

B) Submission of Property Tax Collection Report for May 2021.

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

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

1. Melden & Hunt, Inc. representing H & E Tijerina Children's Family LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being a 0.728 acre tract of land, more or less, out of Lot 220, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 100-200 Block of West Moore Road. **COZ#210530 (DEVELOPMENT SERVICES)**

2. Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. **CUP#140525 (DEVELOPMENT SERVICES)**

3. Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acre, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. **CUP#120424 (DEVELOPMENT SERVICES)**

PLATS:

1. B.I.G. Engineering, representing Jaime A Rodriguez, President, from JAR Group Development is requesting preliminary and final plat approval of the proposed The Cascades Subdivision Phase II. The property is legally described as being a 5.44 acre tract of land out of Lot eighty-six (86), Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 Block of West Minnesota Road. **SUB#210309 (DEVELOPMENT SERVICES)**

REGULAR AGENDA - OPEN SESSION:

6. ADMINISTRATIVE:

A) Consideration and action, if any, on approval of a plan of finance for City of Pharr International Bridge System Revenue Bonds, Series 2021. (DAP)
(FINANCE)

- B) Consideration and action, if any, on resignation of Municipal Judge. (ADMINISTRATION)

7. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance appointing a Municipal Judge. (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2016-20 adopting the Purchasing Policies and Procedures Manual. **(1st Reading)** (PURCHASING)
- 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. (PUBLIC WORKS)
- D) Consideration, if any, on Ordinance amending Ordinance No. O-2020-35 for budget amendment to the Fiscal Year 2020-2021 budget (**Adoption on 1st Reading**). (FINANCE)

8. PURCHASING:

- A) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement to purchase the property located at 305 S. Cage Blvd. in the amount of \$83,162.00. (ADMINISTRATION)

9. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing City Manager to award Construction Contract for the Javelina Drive Monument Signs Project (ENGINEERING)
- B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with PWE Productions, LLC for the performance of Spazmatics on December 31, 2021 for the City of Pharr New Year's Eve event. (FINANCE)
- C) Consideration and action, if any, on award of a Supply Contract for the Purchase and Delivery of Mid-grade Unleaded Gasoline and Ultra Low Sulfur Diesel to Gold Star Petroleum, Inc. out of Spring, TX, for Items 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10. (PUBLIC WORKS)

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*

AGENDA REGULAR MEETING

June 21, 2021

(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:

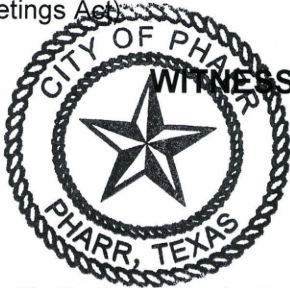
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 956/702-5313 or E-mail imelda.barrera@pharr-tx.gov for further information. Braille is not available.

AGENDA REGULAR MEETING

June 21, 2021

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 18th day of June 2021 at 3:50 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 18th day of June 2021.


IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: June 21, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

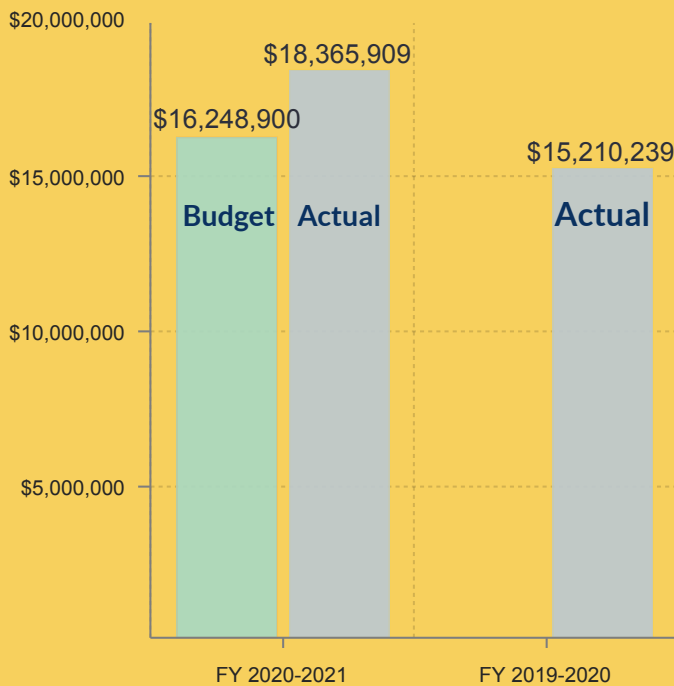
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CITY OF PHARR SALES TAXES

June 2021
FY 2020-2021

SALES TAXES COLLECTIONS



23.10% YTD

Increase in Sales Tax from Last Year*

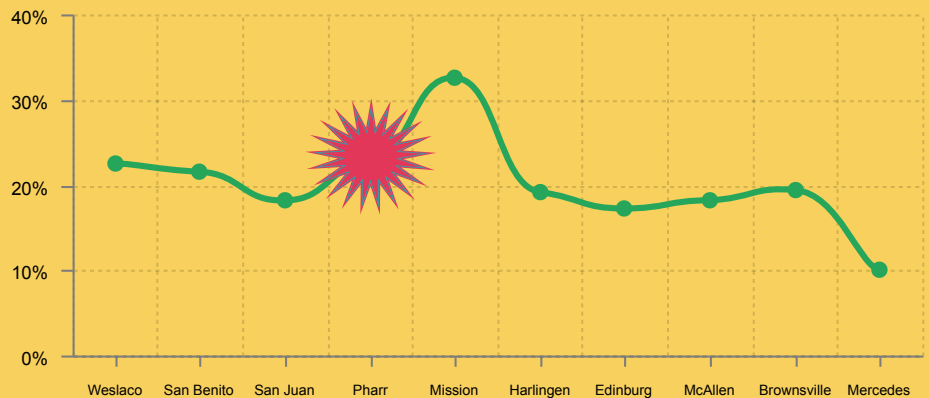


48.58%

Compared to June 2020 Sales Collections

**Ranked
No. 2**

compared to neighbor Cities



*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY
Karla Saavedra, CGFO



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
MAY 2021**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	23,908,465.77	22,809,847.82	-	218,881.74	1,317,499.69	94.54%	93.08%
2019 & PRIOR YRS	2,737,130.81	667,016.61		8,914.57	2,079,028.77	24.29%	16.63%
ROLLBACK	14,669.19	10,666.47	-	-	4,002.72	72.71%	95.98%
TOTALS	26,660,265.77	23,487,530.90	-	227,796.31	3,400,531.18		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2021

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	271,247.08	(983.33) CURRENT
CURRENT YEAR-P&I	30,868.06	
PRIOR YEARS-BASE TAX	61,088.82	(1,226.43) PRIOR
PRIOR YEARS-P&I	30,356.77	
ROLLBACK		ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	13,946.36	PURGED
TOTAL COLLECTIONS	407,507.09	(2,209.76)
LESS TRANSFERRED	221,016.12	
LESS IN TRANSIT	180,670.32	
LESS DUE TO HCAD COMM. FEE	32.65	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

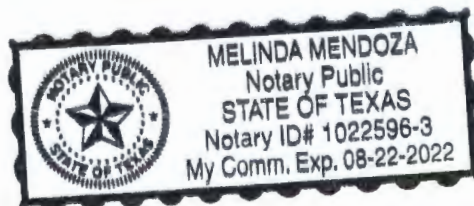
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2021 IS CORRECT.

Pablo Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JUNE 2021 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF MAY 2021

<u>AD VALOREM - CITY OF PHARR</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>DIFFERENCE</u>
<u>2020 CURRENT</u>			
ORIGINAL LEVY	23,908,465.77	22,493,508.68	1,414,957.09
MODIFICATIONS	218,881.74	(101,292.99)	320,174.73
CURRENT LEVY	24,127,347.51	22,392,215.69	1,735,131.82
CURRENT COLLECTIONS THIS MONTH	271,247.08	298,022.13	(26,775.05)
CURRENT COLLECTIONS TO DATE	22,809,847.82	20,842,120.63	1,967,727.19
OUTSTANDING TO DATE	1,317,499.69	1,550,095.06	(232,595.37)
PERCENT COLLECTED/ORIGINAL	95.40%	92.66%	2.74%
PERCENT COLLECTED/MODIFIED	94.54%	93.08%	1.46%
TOTAL COLLECTIONS FISCAL YEAR	22,809,847.82	20,842,120.63	
<u>DELINQUENT</u>			
ORIGINAL LEVY	2,737,130.81	2,556,147.78	180,983.03
MODIFICATIONS	8,914.57	(33,836.02)	42,750.59
DELINQUENT LEVY	2,746,045.38	2,522,311.76	223,733.62
DELINQUENT COLLECTIONS THIS MONTH	61,088.82	37,420.69	23,668.13
DELINQUENT COLLECTIONS TO DATE	667,016.61	419,350.07	247,666.54
OUTSTANDING TO DATE	2,079,028.77	2,102,961.69	(23,932.92)
PERCENT COLLECTED/ORIGINAL	24.37%	16.41%	7.96%
PERCENT COLLECTED/MODIFIED	24.29%	16.63%	7.66%
TOTAL COLLECTIONS FISCAL YEAR	667,016.61	419,350.07	
<u>ROLLBACK</u>			
ORIGINAL LEVY	14,669.19	96,895.20	(82,226.01)
MODIFICATIONS	0.00	74,974.76	(74,974.76)
ROLLBACK LEVY	14,669.19	171,869.96	(157,200.77)
ROLLBACK COLLECTIONS THIS MONTH	0.00	3,998.57	(3,998.57)
ROLLBACK COLLECTIONS TO DATE	10,666.47	164,965.42	(154,298.95)
OUTSTANDING TO DATE	4,002.72	6,904.54	(2,901.82)
PERCENT COLLECTED/ORIGINAL	72.71%	170.25%	-97.54%
PERCENT COLLECTED/MODIFIED	72.71%	95.98%	-23.27%
TOTAL COLLECTIONS FISCAL YEAR	10,666.47	164,965.42	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF MAY 2021

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
3-May	6,931.87	682.10			4,337.76	1,437.42			551.34		13,940.49		13,940.49	
4-May	11,725.77	1,320.65			2,249.43	754.48			575.25		16,625.58		16,625.58	
5-May	11,182.75	1,180.55			1,365.07	491.89			238.98		14,459.24	39,237.31	(24,778.07)	11-May
6-May	12,045.49	1,044.59			3,356.38	1,095.99			556.55		18,099.00	18,099.00	-	12-May
7-May	5,949.40	677.84			1,630.74	503.35			309.51		9,070.84	9,070.84	-	13-May
9-May	(768.41)	(26.80)			(708.41)	(99.99)			(60.74)		(1,664.35)		(1,664.35)	SUPP
10-May	5,437.82	552.11			2,207.50	697.89			466.22		9,361.54	7,697.19	1,664.35	14-May
11-May	3,753.86	425.63			(74.61)	(57.29)			19.81		4,067.40	4,067.40	-	17-May
12-May	5,887.03	596.11			1,894.61	1,747.54			669.08		10,794.37	10,794.37	-	18-May
13-May	7,963.49	698.12			1,867.03	795.29			350.59		11,674.52	11,674.52	-	19-May
14-May	6,624.54	746.28			1,540.32	592.62			322.98		9,826.74	9,826.74	-	20-May
17-May	11,560.72	1,413.15			2,651.53	975.79			545.03		17,146.22	17,146.22	(0.00)	21-May
18-May	22,334.52	2,718.20			2,044.92	1,126.43			464.37		28,688.44	28,688.44	-	24-May
19-May	5,739.08	673.88			1,462.91	530.74			256.03		8,662.64	8,662.64	0.00	25-May
20-May	5,645.66	599.42			1,515.55	365.49			204.94		8,331.06	8,331.06	-	26-May
21-May	6,773.77	769.83			2,325.07	1,657.34			235.69		11,761.70	11,761.70	-	27-May
24-May	24,648.46	2,866.49			4,015.17	1,882.39			2,546.18		35,958.69	35,958.69	(0.00)	28-May
25-May	7,842.78	804.61			2,583.81	1,917.18			561.64		13,710.02	13,710.02	(0.00)	1-Jun
26-May	7,709.00	744.69			1,771.93	582.95			304.10		11,112.67	11,112.67	0.00	2-Jun
27-May	9,433.63	958.52			3,077.38	1,189.00			598.33		15,256.86	15,256.86	(0.00)	3-Jun
28-May	92,825.85	11,422.09			19,974.73	12,170.27			4,230.48		140,623.42	140,590.77	32.65	10-Jun
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TTL	271,247.08	30,868.06	0.00	0.00	61,088.82	30,356.77	0.00	0.00	13,946.36	0.00	407,507.09	401,686.44	5,820.65	

OVERALL TOTAL	407,507.09
LESS REFUNDS	0.00
LESS HCAD COMM FEES	32.65
LESS COMM/COST	5,788.00
BALANCE	401,686.44
LESS TRANSFERRED	221,016.12
LESS TRANSF IN TRANSIT	180,670.32
BALANCE PENDING	0.00

06/03/2021 17:58:22 3765537
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2021 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 46
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	214,359.26	.00	24,394.27	46,198.94-	192,554.59	3,257.00	.00	.00	242,010.53
	I & S	.150500	56,887.82	.00	6,473.79	12,260.52-	51,101.09	.00	.00	.00	63,361.61
	TOTAL	.717600	271,247.08	.00	30,868.06	58,459.46-	243,655.68	3,257.00	.00	.00	305,372.14
2019	M & O	.567100	22,434.90	.00	5,686.72	.00	28,121.62	4,748.52	.00	.00	32,870.14
	I & S	.150500	5,953.87	.00	1,509.19	.00	7,463.06	.00	.00	.00	7,463.06
	TOTAL	.717600	28,388.77	.00	7,195.91	.00	35,584.68	4,748.52	.00	.00	40,333.20
2018	M & O	.567100	7,934.46	.00	2,783.77	.00	10,718.23	1,545.86	.00	.00	12,264.09
	I & S	.081900	1,145.88	.00	402.01	.00	1,547.89	.00	.00	.00	1,547.89
	TOTAL	.649000	9,080.34	.00	3,185.78	.00	12,266.12	1,545.86	.00	.00	13,811.98
2017	M & O	.567100	3,151.13	.00	1,252.67	.00	4,403.80	534.36	.00	.00	4,938.16
	I & S	.081900	455.13	.00	180.89	.00	636.02	.00	.00	.00	636.02
	TOTAL	.649000	3,606.26	.00	1,433.56	.00	5,039.82	534.36	.00	.00	5,574.18
2016	M & O	.582100	3,519.34	.00	1,776.35	.00	5,295.69	661.16	.00	.00	5,956.85
	I & S	.071900	434.69	.00	219.41	.00	654.10	.00	.00	.00	654.10
	TOTAL	.654000	3,954.03	.00	1,995.76	.00	5,949.79	661.16	.00	.00	6,610.95
2015	M & O	.582100	2,264.42	.00	1,157.11	.00	3,421.53	301.87	.00	.00	3,723.40
	I & S	.071900	279.72	.00	142.96	.00	422.68	.00	.00	.00	422.68
	TOTAL	.654000	2,544.14	.00	1,300.07	.00	3,844.21	301.87	.00	.00	4,146.08
2014	M & O	.608100	1,676.09	.00	1,106.76	.00	2,782.85	253.36	.00	.00	3,036.21
	I & S	.071900	198.15	.00	130.87	.00	329.02	.00	.00	.00	329.02
	TOTAL	.680000	1,874.24	.00	1,237.63	.00	3,111.87	253.36	.00	.00	3,365.23
2013	M & O	.605000	1,306.14	.00	912.53	.00	2,218.67	136.79	.00	.00	2,355.46
	I & S	.075000	161.93	.00	113.11	.00	275.04	.00	.00	.00	275.04
	TOTAL	.680000	1,468.07	.00	1,025.64	.00	2,493.71	136.79	.00	.00	2,630.50
2012	M & O	.602600	1,968.27	.00	1,580.58	.00	3,548.85	144.48	.00	.00	3,693.33
	I & S	.077400	252.80	.00	202.98	.00	455.78	.00	.00	.00	455.78
	TOTAL	.680000	2,221.07	.00	1,783.56	.00	4,004.63	144.48	.00	.00	4,149.11
2011	M & O	.602100	1,454.80	.00	1,390.60	.00	2,845.40	374.95	.00	.00	3,220.35
	I & S	.077900	188.22	.00	179.92	.00	368.14	.00	.00	.00	368.14
	TOTAL	.680000	1,643.02	.00	1,570.52	.00	3,213.54	374.95	.00	.00	3,588.49
2010	M & O	.601800	1,406.02	.00	1,568.83	.00	2,974.85	400.30	.00	.00	3,375.15
	I & S	.078200	182.71	.00	203.85	.00	386.56	.00	.00	.00	386.56
	TOTAL	.680000	1,588.73	.00	1,772.68	.00	3,361.41	400.30	.00	.00	3,761.71
2009	M & O	.601800	1,020.16	.00	1,308.80	.00	2,328.96	349.92	.00	.00	2,678.88
	I & S	.078200	132.56	.00	170.07	.00	302.63	.00	.00	.00	302.63
	TOTAL	.680000	1,152.72	.00	1,478.87	.00	2,631.59	349.92	.00	.00	2,981.51

06/03/2021 17:58:22 3765537
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2021 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 47
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	695.89	.00	1,045.23	.00	1,741.12	279.25	.00	.00	2,020.37
	I & S	.078910	91.08	.00	136.80	.00	227.88	.00	.00	.00	227.88
	TOTAL	.681850	786.97	.00	1,182.03	.00	1,969.00	279.25	.00	.00	2,248.25
2007	M & O	.596130	584.74	.00	928.12	.00	1,512.86	241.99	.00	.00	1,754.85
	I & S	.086990	85.33	.00	135.43	.00	220.76	.00	.00	.00	220.76
	TOTAL	.683120	670.07	.00	1,063.55	.00	1,733.62	241.99	.00	.00	1,975.61
2006	M & O	.593130	525.07	.00	920.53	.00	1,445.60	239.29	.00	.00	1,684.89
	I & S	.089990	79.66	.00	139.66	.00	219.32	.00	.00	.00	219.32
	TOTAL	.683120	604.73	.00	1,060.19	.00	1,664.92	239.29	.00	.00	1,904.21
2005	M & O	.593130	414.58	.00	741.75	.00	1,156.33	176.41	.00	.00	1,332.74
	I & S	.089990	62.91	.00	112.56	.00	175.47	.00	.00	.00	175.47
	TOTAL	.683120	477.49	.00	854.31	.00	1,331.80	176.41	.00	.00	1,508.21
2004	M & O	.601650	347.09	.00	683.54	.00	1,030.63	141.57	.00	.00	1,172.20
	I & S	.081470	47.00	.00	92.56	.00	139.56	.00	.00	.00	139.56
	TOTAL	.683120	394.09	.00	776.10	.00	1,170.19	141.57	.00	.00	1,311.76
2003	M & O	.596220	85.73	.00	185.26	.00	270.99	15.98	.00	.00	286.97
	I & S	.086900	12.49	.00	27.01	.00	39.50	.00	.00	.00	39.50
	TOTAL	.683120	98.22	.00	212.27	.00	310.49	15.98	.00	.00	326.47
2002	M & O	.590210	89.24	.00	193.85	.00	283.09	5.42	.00	.00	288.51
	I & S	.099790	15.09	.00	32.77	.00	47.86	.00	.00	.00	47.86
	TOTAL	.690000	104.33	.00	226.62	.00	330.95	5.42	.00	.00	336.37
2001	M & O	.564720	65.68	.00	160.28	.00	225.96	.00	.00	.00	225.96
	I & S	.097590	11.35	.00	27.70	.00	39.05	.00	.00	.00	39.05
	TOTAL	.662310	77.03	.00	187.98	.00	265.01	.00	.00	.00	265.01
2000	M & O	.533960	22.39	.00	43.17	.00	65.56	7.96	.00	.00	73.52
	I & S	.108350	4.55	.00	8.76	.00	13.31	.00	.00	.00	13.31
	TOTAL	.642310	26.94	.00	51.93	.00	78.87	7.96	.00	.00	86.83
1999	M & O	.529360	124.79	.00	271.57	.00	396.36	56.24	.00	.00	452.60
	I & S	.112950	26.63	.00	57.94	.00	84.57	.00	.00	.00	84.57
	TOTAL	.642310	151.42	.00	329.51	.00	480.93	56.24	.00	.00	537.17
1997	M & O	.524810	149.78	.00	367.26	.00	517.04	71.60	.00	.00	588.64
	I & S	.075190	21.46	.00	52.62	.00	74.08	.00	.00	.00	74.08
	TOTAL	.600000	171.24	.00	419.88	.00	591.12	71.60	.00	.00	662.72
1996	M & O	.516090	4.21	.00	10.68	.00	14.89	2.08	.00	.00	16.97
	I & S	.083910	.69	.00	1.74	.00	2.43	.00	.00	.00	2.43
	TOTAL	.600000	4.90	.00	12.42	.00	17.32	2.08	.00	.00	19.40

06/03/2021 17:58:22 3765537
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2021 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 48
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		265,604.18	.00	50,470.23	46,198.94-	269,875.47	13,946.36	.00	.00	330,020.77
ALL	I & S		66,731.72	.00	10,754.60	12,260.52-	65,225.80	.00	.00	.00	77,486.32
ALL	TOTAL		332,335.90	.00	61,224.83	58,459.46-	335,101.27	13,946.36	.00	.00	407,507.09
DLQ	M & O		51,244.92	.00	26,075.96	.00	77,320.88	10,689.36	.00	.00	88,010.24
DLQ	I & S		9,843.90	.00	4,280.81	.00	14,124.71	.00	.00	.00	14,124.71
DLQ	TOTAL		61,088.82	.00	30,356.77	.00	91,445.59	10,689.36	.00	.00	102,134.95
CURR	M & O		214,359.26	.00	24,394.27	46,198.94-	192,554.59	3,257.00	.00	.00	242,010.53
CURR	I & S		56,887.82	.00	6,473.79	12,260.52-	51,101.09	.00	.00	.00	63,361.61
CURR	TOTAL		271,247.08	.00	30,868.06	58,459.46-	243,655.68	3,257.00	.00	.00	305,372.14

06/03/2021 16:58:59 3765534
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2021 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 46
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	214,359.26	.00	24,394.27	46,198.94-	192,554.59	3,257.00	.00	.00	242,010.53
	I & S	.150500	56,887.82	.00	6,473.79	12,260.52-	51,101.09	.00	.00	.00	63,361.61
	TOTAL	.717600	271,247.08	.00	30,868.06	58,459.46-	243,655.68	3,257.00	.00	.00	305,372.14
2019	M & O	.567100	22,434.90	.00	5,686.72	.00	28,121.62	4,748.52	.00	.00	32,870.14
	I & S	.150500	5,953.87	.00	1,509.19	.00	7,463.06	.00	.00	.00	7,463.06
	TOTAL	.717600	28,388.77	.00	7,195.91	.00	35,584.68	4,748.52	.00	.00	40,333.20
2018	M & O	.567100	7,934.46	.00	2,783.77	.00	10,718.23	1,545.86	.00	.00	12,264.09
	I & S	.081900	1,145.88	.00	402.01	.00	1,547.89	.00	.00	.00	1,547.89
	TOTAL	.649000	9,080.34	.00	3,185.78	.00	12,266.12	1,545.86	.00	.00	13,811.98
2017	M & O	.567100	3,151.13	.00	1,252.67	.00	4,403.80	534.36	.00	.00	4,938.16
	I & S	.081900	455.13	.00	180.89	.00	636.02	.00	.00	.00	636.02
	TOTAL	.649000	3,606.26	.00	1,433.56	.00	5,039.82	534.36	.00	.00	5,574.18
2016	M & O	.582100	3,519.34	.00	1,776.35	.00	5,295.69	661.16	.00	.00	5,956.85
	I & S	.071900	434.69	.00	219.41	.00	654.10	.00	.00	.00	654.10
	TOTAL	.654000	3,954.03	.00	1,995.76	.00	5,949.79	661.16	.00	.00	6,610.95
2015	M & O	.582100	2,264.42	.00	1,157.11	.00	3,421.53	301.87	.00	.00	3,723.40
	I & S	.071900	279.72	.00	142.96	.00	422.68	.00	.00	.00	422.68
	TOTAL	.654000	2,544.14	.00	1,300.07	.00	3,844.21	301.87	.00	.00	4,146.08
2014	M & O	.608100	1,676.09	.00	1,106.76	.00	2,782.85	253.36	.00	.00	3,036.21
	I & S	.071900	198.15	.00	130.87	.00	329.02	.00	.00	.00	329.02
	TOTAL	.680000	1,874.24	.00	1,237.63	.00	3,111.87	253.36	.00	.00	3,365.23
2013	M & O	.605000	1,306.14	.00	912.53	.00	2,218.67	136.79	.00	.00	2,355.46
	I & S	.075000	161.93	.00	113.11	.00	275.04	.00	.00	.00	275.04
	TOTAL	.680000	1,468.07	.00	1,025.64	.00	2,493.71	136.79	.00	.00	2,630.50
2012	M & O	.602600	1,968.27	.00	1,580.58	.00	3,548.85	144.48	.00	.00	3,693.33
	I & S	.077400	252.80	.00	202.98	.00	455.78	.00	.00	.00	455.78
	TOTAL	.680000	2,221.07	.00	1,783.56	.00	4,004.63	144.48	.00	.00	4,149.11
2011	M & O	.602100	1,454.80	.00	1,390.60	.00	2,845.40	374.95	.00	.00	3,220.35
	I & S	.077900	188.22	.00	179.92	.00	368.14	.00	.00	.00	368.14
	TOTAL	.680000	1,643.02	.00	1,570.52	.00	3,213.54	374.95	.00	.00	3,588.49
2010	M & O	.601800	1,406.02	.00	1,568.83	.00	2,974.85	400.30	.00	.00	3,375.15
	I & S	.078200	182.71	.00	203.85	.00	386.56	.00	.00	.00	386.56
	TOTAL	.680000	1,588.73	.00	1,772.68	.00	3,361.41	400.30	.00	.00	3,761.71
2009	M & O	.601800	1,020.16	.00	1,308.80	.00	2,328.96	349.92	.00	.00	2,678.88
	I & S	.078200	132.56	.00	170.07	.00	302.63	.00	.00	.00	302.63
	TOTAL	.680000	1,152.72	.00	1,478.87	.00	2,631.59	349.92	.00	.00	2,981.51

06/03/2021 16:58:59 3765534
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 DEPOSIT DISTRIBUTION
 FROM: 05/01/2021 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 47
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	695.89	.00	1,045.23	.00	1,741.12	279.25	.00	.00	2,020.37
	I & S	.078910	91.08	.00	136.80	.00	227.88	.00	.00	.00	227.88
	TOTAL	.681850	786.97	.00	1,182.03	.00	1,969.00	279.25	.00	.00	2,248.25
2007	M & O	.596130	584.74	.00	928.12	.00	1,512.86	241.99	.00	.00	1,754.85
	I & S	.086990	85.33	.00	135.43	.00	220.76	.00	.00	.00	220.76
	TOTAL	.683120	670.07	.00	1,063.55	.00	1,733.62	241.99	.00	.00	1,975.61
2006	M & O	.593130	525.07	.00	920.53	.00	1,445.60	239.29	.00	.00	1,684.89
	I & S	.089990	79.66	.00	139.66	.00	219.32	.00	.00	.00	219.32
	TOTAL	.683120	604.73	.00	1,060.19	.00	1,664.92	239.29	.00	.00	1,904.21
2005	M & O	.593130	414.58	.00	741.75	.00	1,156.33	176.41	.00	.00	1,332.74
	I & S	.089990	62.91	.00	112.56	.00	175.47	.00	.00	.00	175.47
	TOTAL	.683120	477.49	.00	854.31	.00	1,331.80	176.41	.00	.00	1,508.21
2004	M & O	.601650	347.09	.00	683.54	.00	1,030.63	141.57	.00	.00	1,172.20
	I & S	.081470	47.00	.00	92.56	.00	139.56	.00	.00	.00	139.56
	TOTAL	.683120	394.09	.00	776.10	.00	1,170.19	141.57	.00	.00	1,311.76
2003	M & O	.596220	85.73	.00	185.26	.00	270.99	15.98	.00	.00	286.97
	I & S	.086900	12.49	.00	27.01	.00	39.50	.00	.00	.00	39.50
	TOTAL	.683120	98.22	.00	212.27	.00	310.49	15.98	.00	.00	326.47
2002	M & O	.590210	89.24	.00	193.85	.00	283.09	5.42	.00	.00	288.51
	I & S	.099790	15.09	.00	32.77	.00	47.86	.00	.00	.00	47.86
	TOTAL	.690000	104.33	.00	226.62	.00	330.95	5.42	.00	.00	336.37
2001	M & O	.564720	65.68	.00	160.28	.00	225.96	.00	.00	.00	225.96
	I & S	.097590	11.35	.00	27.70	.00	39.05	.00	.00	.00	39.05
	TOTAL	.662310	77.03	.00	187.98	.00	265.01	.00	.00	.00	265.01
2000	M & O	.533960	22.39	.00	43.17	.00	65.56	7.96	.00	.00	73.52
	I & S	.108350	4.55	.00	8.76	.00	13.31	.00	.00	.00	13.31
	TOTAL	.642310	26.94	.00	51.93	.00	78.87	7.96	.00	.00	86.83
1999	M & O	.529360	124.79	.00	271.57	.00	396.36	56.24	.00	.00	452.60
	I & S	.112950	26.63	.00	57.94	.00	84.57	.00	.00	.00	84.57
	TOTAL	.642310	151.42	.00	329.51	.00	480.93	56.24	.00	.00	537.17
1997	M & O	.524810	149.78	.00	367.26	.00	517.04	71.60	.00	.00	588.64
	I & S	.075190	21.46	.00	52.62	.00	74.08	.00	.00	.00	74.08
	TOTAL	.600000	171.24	.00	419.88	.00	591.12	71.60	.00	.00	662.72
1996	M & O	.516090	4.21	.00	10.68	.00	14.89	2.08	.00	.00	16.97
	I & S	.083910	.69	.00	1.74	.00	2.43	.00	.00	.00	2.43
	TOTAL	.600000	4.90	.00	12.42	.00	17.32	2.08	.00	.00	19.40

06/03/2021 16:58:59 3765534
 TC298-D SELECTION: SYSTEM
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 DEPOSIT DISTRIBUTION
 FROM: 05/01/2021 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 48
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		265,604.18	.00	50,470.23	46,198.94-	269,875.47	13,946.36	.00	.00	330,020.77
ALL	I & S		66,731.72	.00	10,754.60	12,260.52-	65,225.80	.00	.00	.00	77,486.32
ALL	TOTAL		332,335.90	.00	61,224.83	58,459.46-	335,101.27	13,946.36	.00	.00	407,507.09
DLQ	M & O		51,244.92	.00	26,075.96	.00	77,320.88	10,689.36	.00	.00	88,010.24
DLQ	I & S		9,843.90	.00	4,280.81	.00	14,124.71	.00	.00	.00	14,124.71
DLQ	TOTAL		61,088.82	.00	30,356.77	.00	91,445.59	10,689.36	.00	.00	102,134.95
CURR	M & O		214,359.26	.00	24,394.27	46,198.94-	192,554.59	3,257.00	.00	.00	242,010.53
CURR	I & S		56,887.82	.00	6,473.79	12,260.52-	51,101.09	.00	.00	.00	63,361.61
CURR	TOTAL		271,247.08	.00	30,868.06	58,459.46-	243,655.68	3,257.00	.00	.00	305,372.14

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2021 TO 05/31/2021

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,391,107,862	32,416,011	3,423,523,873	00.717600	24,127,347.51	25,748
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	23,908,465.77	983.33-	218,881.74	271,247.08	22,809,847.82	1,317,499.69	94.54	0.00
2019	879,229.02	739.41-	12,668.31	28,388.77	401,546.02	490,351.31	45.02	238.98-
2018	350,539.61	399.07-	1,892.23-	9,080.34	97,432.16	251,215.22	27.95	207.28-
2017	223,790.66	87.95-	218.08-	3,606.26	45,599.66	177,972.92	20.40	0.00
2016	182,058.92	.00	1,397.79-	3,954.03	30,443.43	150,217.70	16.85	1,563.09-
2015	133,898.07	.00	118.13	2,544.14	20,113.06	113,903.14	15.01	0.00
2014	113,597.10	.00	0.00	1,874.24	14,017.37	99,579.73	12.34	0.00
2013	89,492.45	.00	0.00	1,468.07	11,355.49	78,136.96	12.69	0.00
2012	88,081.44	.00	0.00	2,221.07	12,522.78	75,558.66	14.22	0.00
2011	80,430.71	.00	28.44-	1,643.02	6,173.28	74,228.99	7.68	0.00
2010	77,311.33	.00	28.44-	1,588.73	5,417.19	71,865.70	7.01	0.00
2009	74,906.82	.00	28.44-	1,152.72	4,188.37	70,690.01	5.59	0.00
2008	60,733.71	.00	28.51-	786.97	3,852.66	56,852.54	6.35	0.00
2007	53,283.37	.00	20.36-	670.07	2,652.98	50,610.03	4.98	0.00
2006	49,700.57	.00	20.36-	604.73	2,007.76	47,672.45	4.04	0.00
2005	43,366.19	.00	20.36-	477.49	1,932.91	41,412.92	4.46	0.00
2004	42,793.04	.00	20.36-	394.09	1,894.26	40,878.42	4.43	0.00
2003	33,659.51	.00	20.36-	98.22	996.03	32,643.12	2.96	0.00
2002	31,272.67	.00	20.57-	104.33	1,035.13	30,216.97	3.31	0.00
2001	23,027.25	.00	19.74-	77.03	773.08	22,234.43	3.36	0.00
2000	20,470.42	.00	19.15-	26.94	870.80	19,580.47	4.26	0.00
1999	85,487.95	.00	88.68-	327.56	2,192.19	83,207.08	2.57	0.00
****	26,645,596.58	2,209.76-	227,796.31	332,335.90	23,476,864.43	3,396,528.46		2,009.35-

06/04/2021 12:15:5 3766072
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2021 TO 05/31/2021

AG ROLLBACK ONLY

PAGE: 14

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	2,638.45	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	.00	0.00	0.00	2,638.45	0.00		0.00
2018	7,999.75	.00	0.00	0.00	3,997.03	4,002.72	49.96	0.00
2017	4,030.99	.00	0.00	0.00	4,030.99	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	0.00	0.00	10,666.47	4,002.72		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2021 TO 05/31/2021

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	32,416,011	3,423,523,873	00.717600	24,127,347.51	25,748
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	983.33-	218,881.74	271,247.08	22,809,847.82	1,317,499.69	94.54	0.00
2019	881,867.47	739.41-	12,668.31	28,388.77	404,184.47	490,351.31	45.18	238.98-
2018	358,539.36	399.07-	1,892.23-	9,080.34	101,429.19	255,217.94	28.44	207.28-
2017	227,821.65	87.95-	218.08-	3,606.26	49,630.65	177,972.92	21.81	0.00
2016	182,058.92	.00	1,397.79-	3,954.03	30,443.43	150,217.70	16.85	1,563.09-
2015	133,898.07	.00	118.13	2,544.14	20,113.06	113,903.14	15.01	0.00
2014	113,597.10	.00	0.00	1,874.24	14,017.37	99,579.73	12.34	0.00
2013	89,492.45	.00	0.00	1,468.07	11,355.49	78,136.96	12.69	0.00
2012	88,081.44	.00	0.00	2,221.07	12,522.78	75,558.66	14.22	0.00
2011	80,430.71	.00	28.44-	1,643.02	6,173.28	74,228.99	7.68	0.00
2010	77,311.33	.00	28.44-	1,588.73	5,417.19	71,865.70	7.01	0.00
2009	74,906.82	.00	28.44-	1,152.72	4,188.37	70,690.01	5.59	0.00
2008	60,733.71	.00	28.51-	786.97	3,852.66	56,852.54	6.35	0.00
2007	53,283.37	.00	20.36-	670.07	2,652.98	50,610.03	4.98	0.00
2006	49,700.57	.00	20.36-	604.73	2,007.76	47,672.45	4.04	0.00
2005	43,366.19	.00	20.36-	477.49	1,932.91	41,412.92	4.46	0.00
2004	42,793.04	.00	20.36-	394.09	1,894.26	40,878.42	4.43	0.00
2003	33,659.51	.00	20.36-	98.22	996.03	32,643.12	2.96	0.00
2002	31,272.67	.00	20.57-	104.33	1,035.13	30,216.97	3.31	0.00
2001	23,027.25	.00	19.74-	77.03	773.08	22,234.43	3.36	0.00
2000	20,470.42	.00	19.15-	26.94	870.80	19,580.47	4.26	0.00
1999	85,487.95	.00	88.68-	327.56	2,192.19	83,207.08	2.57	0.00
***	26,660,265.77	2,209.76-	227,796.31	332,335.90	23,487,530.90	3,400,531.18		2,009.35-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2021 TO 05/31/2021

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,391,107,862	32,416,011	3,423,523,873	0.717600	24,127,347.51	25,748
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2020	23,908,465.77	983.33-	218,881.74	271,247.08	22,809,847.82	1,317,499.69	94.54	0.00
	ADJUSTMENT REFUNDS	768.41-	59,234.65-					
2019	879,229.02	739.41-	12,668.31	28,388.77	401,546.02	490,351.31	45.02	238.98-
	ADJUSTMENT REFUNDS	428.67-	12,495.51-					
2018	350,539.61	399.07-	1,892.23-	9,080.34	97,432.16	251,215.22	27.95	207.28-
	ADJUSTMENT REFUNDS	191.79-	1,795.67-					
2017	223,790.66	87.95-	218.08-	3,606.26	45,599.66	177,972.92	20.40	0.00
	ADJUSTMENT REFUNDS	87.95-	403.36-					
2016	182,058.92	.00	1,397.79-	3,954.03	30,443.43	150,217.70	16.85	1,563.09-
	ADJUSTMENT REFUNDS	.00	32.70-					
2015	133,898.07	.00	118.13	2,544.14	20,113.06	113,903.14	15.01	0.00
2014	113,597.10	.00	0.00	1,874.24	14,017.37	99,579.73	12.34	0.00
2013	89,492.45	.00	0.00	1,468.07	11,355.49	78,136.96	12.69	0.00
2012	88,081.44	.00	0.00	2,221.07	12,522.78	75,558.66	14.22	0.00
2011	80,430.71	.00	28.44-	1,643.02	6,173.28	74,228.99	7.68	0.00
2010	77,311.33	.00	28.44-	1,588.73	5,417.19	71,865.70	7.01	0.00
2009	74,906.82	.00	28.44-	1,152.72	4,188.37	70,690.01	5.59	0.00
2008	60,733.71	.00	28.51-	786.97	3,852.66	56,852.54	6.35	0.00
2007	53,283.37	.00	20.36-	670.07	2,652.98	50,610.03	4.98	0.00
2006	49,700.57	.00	20.36-	604.73	2,007.76	47,672.45	4.04	0.00
2005	43,366.19	.00	20.36-	477.49	1,932.91	41,412.92	4.46	0.00
2004	42,793.04	.00	20.36-	394.09	1,894.26	40,878.42	4.43	0.00
2003	33,659.51	.00	20.36-	98.22	996.03	32,643.12	2.96	0.00
2002	31,272.67	.00	20.57-	104.33	1,035.13	30,216.97	3.31	0.00
2001	23,027.25	.00	19.74-	77.03	773.08	22,234.43	3.36	0.00
2000	20,470.42	.00	19.15-	26.94	870.80	19,580.47	4.26	0.00
1999	85,487.95	.00	88.68-	327.56	2,192.19	83,207.08	2.57	0.00
****	26,645,596.58	2,209.76-	227,796.31	332,335.90	23,476,864.43	3,396,528.46		2,009.35-
	ADJUSTMENT REFUNDS	1,476.82-	73,961.89-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2021 TO 05/31/2021

AG ROLLBACK ONLY

PAGE: 14

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.717600	2,638.45	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	2,638.45	.00	0.00	0.00	2,638.45	0.00		0.00
ADJUSTMENT REFUNDS		428.67-	12,495.51-					
2018	7,999.75	.00	0.00	0.00	3,997.03	4,002.72	49.96	0.00
ADJUSTMENT REFUNDS		191.79-	1,795.67-					
2017	4,030.99	.00	0.00	0.00	4,030.99	0.00		0.00
ADJUSTMENT REFUNDS		87.95-	403.36-					
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
ADJUSTMENT REFUNDS		.00	32.70-					
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	0.00	0.00	10,666.47	4,002.72		0.00
ADJUSTMENT REFUNDS		708.41-	14,727.24-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 05/01/2021 TO 05/31/2021

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	32,416,011	3,423,523,873	0.717600	24,127,347.51	25,748
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2020	23,908,465.77	983.33-	218,881.74	271,247.08	22,809,847.82	1,317,499.69	94.54	0.00
	ADJUSTMENT REFUNDS	768.41-	59,234.65-					
2019	881,867.47	739.41-	12,668.31	28,388.77	404,184.47	490,351.31	45.18	238.98-
	ADJUSTMENT REFUNDS	428.67-	12,495.51-					
2018	358,539.36	399.07-	1,892.23-	9,080.34	101,429.19	255,217.94	28.44	207.28-
	ADJUSTMENT REFUNDS	191.79-	1,795.67-					
2017	227,821.65	87.95-	218.08-	3,606.26	49,630.65	177,972.92	21.81	0.00
	ADJUSTMENT REFUNDS	87.95-	403.36-					
2016	182,058.92	.00	1,397.79-	3,954.03	30,443.43	150,217.70	16.85	1,563.09-
	ADJUSTMENT REFUNDS	.00	32.70-					
2015	133,898.07	.00	118.13	2,544.14	20,113.06	113,903.14	15.01	0.00
2014	113,597.10	.00	0.00	1,874.24	14,017.37	99,579.73	12.34	0.00
2013	89,492.45	.00	0.00	1,468.07	11,355.49	78,136.96	12.69	0.00
2012	88,081.44	.00	0.00	2,221.07	12,522.78	75,558.66	14.22	0.00
2011	80,430.71	.00	28.44-	1,643.02	6,173.28	74,228.99	7.68	0.00
2010	77,311.33	.00	28.44-	1,588.73	5,417.19	71,865.70	7.01	0.00
2009	74,906.82	.00	28.44-	1,152.72	4,188.37	70,690.01	5.59	0.00
2008	60,733.71	.00	28.51-	786.97	3,852.66	56,852.54	6.35	0.00
2007	53,283.37	.00	20.36-	670.07	2,652.98	50,610.03	4.98	0.00
2006	49,700.57	.00	20.36-	604.73	2,007.76	47,672.45	4.04	0.00
2005	43,366.19	.00	20.36-	477.49	1,932.91	41,412.92	4.46	0.00
2004	42,793.04	.00	20.36-	394.09	1,894.26	40,878.42	4.43	0.00
2003	33,659.51	.00	20.36-	98.22	996.03	32,643.12	2.96	0.00
2002	31,272.67	.00	20.57-	104.33	1,035.13	30,216.97	3.31	0.00
2001	23,027.25	.00	19.74-	77.03	773.08	22,234.43	3.36	0.00
2000	20,470.42	.00	19.15-	26.94	870.80	19,580.47	4.26	0.00
1999	85,487.95	.00	88.68-	327.56	2,192.19	83,207.08	2.57	0.00
****	26,660,265.77	2,209.76-	227,796.31	332,335.90	23,487,530.90	3,400,531.18		2,009.35-
	ADJUSTMENT REFUNDS	1,476.82-	73,961.89-					

06/03/2021 22:30:58 3765544
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 57
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	18,026,010.06	.00	147,613.05	1,333,513.84-	16,840,109.27	5,146.84	.00	.00	18,178,769.95
	I & S	.150500	4,783,837.76	.00	39,174.01	353,894.85-	4,469,116.92	.00	.00	.00	4,823,011.77
	TOTAL	.717600	22,809,847.82	.00	186,787.06	1,687,408.69-	21,309,226.19	5,146.84	.00	.00	23,001,781.72
2019	M & O	.567100	317,330.97	.00	68,791.53	2,209.36-	383,913.14	65,657.75	.00	.00	451,780.25
	I & S	.150500	84,215.05	.00	18,256.11	586.33-	101,884.83	.00	.00	.00	102,471.16
	TOTAL	.717600	401,546.02	.00	87,047.64	2,795.69-	485,797.97	65,657.75	.00	.00	554,251.41
2018	M & O	.567100	85,136.96	.00	28,995.56	63.44-	114,069.08	17,720.97	.00	.00	131,853.49
	I & S	.081900	12,295.20	.00	4,187.40	9.16-	16,473.44	.00	.00	.00	16,482.60
	TOTAL	.649000	97,432.16	.00	33,182.96	72.60-	130,542.52	17,720.97	.00	.00	148,336.09
2017	M & O	.567100	39,845.22	.00	17,719.56	.00	57,564.78	8,824.08	.00	.00	66,388.86
	I & S	.081900	5,754.44	.00	2,559.02	.00	8,313.46	.00	.00	.00	8,313.46
	TOTAL	.649000	45,599.66	.00	20,278.58	.00	65,878.24	8,824.08	.00	.00	74,702.32
2016	M & O	.582100	27,096.53	.00	14,552.74	.00	41,649.27	5,915.03	.00	.00	47,564.30
	I & S	.071900	3,346.90	.00	1,797.52	.00	5,144.42	.00	.00	.00	5,144.42
	TOTAL	.654000	30,443.43	.00	16,350.26	.00	46,793.69	5,915.03	.00	.00	52,708.72
2015	M & O	.582100	17,901.83	.00	11,537.46	.00	29,439.29	4,135.04	.00	.00	33,574.33
	I & S	.071900	2,211.23	.00	1,425.09	.00	3,636.32	.00	.00	.00	3,636.32
	TOTAL	.654000	20,113.06	.00	12,962.55	.00	33,075.61	4,135.04	.00	.00	37,210.65
2014	M & O	.608100	12,535.27	.00	9,336.37	.00	21,871.64	2,976.89	.00	.00	24,848.53
	I & S	.071900	1,482.10	.00	1,103.91	.00	2,586.01	.00	.00	.00	2,586.01
	TOTAL	.680000	14,017.37	.00	10,440.28	.00	24,457.65	2,976.89	.00	.00	27,434.54
2013	M & O	.605000	10,103.01	.00	8,673.27	.00	18,776.28	2,420.82	.00	.00	21,197.10
	I & S	.075000	1,252.48	.00	1,075.13	.00	2,327.61	.00	.00	.00	2,327.61
	TOTAL	.680000	11,355.49	.00	9,748.40	.00	21,103.89	2,420.82	.00	.00	23,524.71
2012	M & O	.602600	11,097.38	.00	10,718.40	.00	21,815.78	2,752.20	.00	.00	24,567.98
	I & S	.077400	1,425.40	.00	1,376.71	.00	2,802.11	.00	.00	.00	2,802.11
	TOTAL	.680000	12,522.78	.00	12,095.11	.00	24,617.89	2,752.20	.00	.00	27,370.09
2011	M & O	.602100	5,466.08	.00	5,449.20	.00	10,915.28	1,419.94	.00	.00	12,335.22
	I & S	.077900	707.20	.00	705.00	.00	1,412.20	.00	.00	.00	1,412.20
	TOTAL	.680000	6,173.28	.00	6,154.20	.00	12,327.48	1,419.94	.00	.00	13,747.42
2010	M & O	.601800	4,794.22	.00	5,043.97	.00	9,838.19	1,118.08	.00	.00	10,956.27
	I & S	.078200	622.97	.00	655.44	.00	1,278.41	.00	.00	.00	1,278.41
	TOTAL	.680000	5,417.19	.00	5,699.41	.00	11,116.60	1,118.08	.00	.00	12,234.68
2009	M & O	.601800	3,706.71	.00	4,231.34	.00	7,938.05	875.13	.00	.00	8,813.18
	I & S	.078200	481.66	.00	549.84	.00	1,031.50	.00	.00	.00	1,031.50
	TOTAL	.680000	4,188.37	.00	4,781.18	.00	8,969.55	875.13	.00	.00	9,844.68

06/03/2021 22:30:58 3765544
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 58
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	3,406.78	.00	4,098.98	.00	7,505.76	826.83	.00	.00	8,332.59
	I & S	.078910	445.88	.00	536.45	.00	982.33	.00	.00	.00	982.33
	TOTAL	.681850	3,852.66	.00	4,635.43	.00	8,488.09	826.83	.00	.00	9,314.92
2007	M & O	.596130	2,315.16	.00	2,911.49	.00	5,226.65	522.69	.00	.00	5,749.34
	I & S	.086990	337.82	.00	424.83	.00	762.65	.00	.00	.00	762.65
	TOTAL	.683120	2,652.98	.00	3,336.32	.00	5,989.30	522.69	.00	.00	6,511.99
2006	M & O	.593130	1,743.27	.00	2,670.49	.00	4,413.76	538.29	.00	.00	4,952.05
	I & S	.089990	264.49	.00	405.15	.00	669.64	.00	.00	.00	669.64
	TOTAL	.683120	2,007.76	.00	3,075.64	.00	5,083.40	538.29	.00	.00	5,621.69
2005	M & O	.593130	1,678.27	.00	2,691.72	.00	4,369.99	552.37	.00	.00	4,922.36
	I & S	.089990	254.64	.00	408.44	.00	663.08	.00	.00	.00	663.08
	TOTAL	.683120	1,932.91	.00	3,100.16	.00	5,033.07	552.37	.00	.00	5,585.44
2004	M & O	.601650	1,668.33	.00	2,773.28	.00	4,441.61	428.10	.00	.00	4,869.71
	I & S	.081470	225.93	.00	375.53	.00	601.46	.00	.00	.00	601.46
	TOTAL	.683120	1,894.26	.00	3,148.81	.00	5,043.07	428.10	.00	.00	5,471.17
2003	M & O	.596220	869.32	.00	1,540.32	.00	2,409.64	241.94	.00	.00	2,651.58
	I & S	.086900	126.71	.00	224.51	.00	351.22	.00	.00	.00	351.22
	TOTAL	.683120	996.03	.00	1,764.83	.00	2,760.86	241.94	.00	.00	3,002.80
2002	M & O	.590210	885.41	.00	1,584.22	.00	2,469.63	220.94	.00	.00	2,690.57
	I & S	.099790	149.72	.00	267.85	.00	417.57	.00	.00	.00	417.57
	TOTAL	.690000	1,035.13	.00	1,852.07	.00	2,887.20	220.94	.00	.00	3,108.14
2001	M & O	.564720	659.16	.00	1,366.59	.00	2,025.75	151.71	.00	.00	2,177.46
	I & S	.097590	113.92	.00	236.16	.00	350.08	.00	.00	.00	350.08
	TOTAL	.662310	773.08	.00	1,602.75	.00	2,375.83	151.71	.00	.00	2,527.54
2000	M & O	.533960	723.89	.00	1,482.47	.00	2,206.36	203.30	.00	.00	2,409.66
	I & S	.108350	146.91	.00	300.80	.00	447.71	.00	.00	.00	447.71
	TOTAL	.642310	870.80	.00	1,783.27	.00	2,654.07	203.30	.00	.00	2,857.37
1999	M & O	.529360	613.59	.00	1,438.25	.00	2,051.84	295.11	.00	.00	2,346.95
	I & S	.112950	130.92	.00	306.90	.00	437.82	.00	.00	.00	437.82
	TOTAL	.642310	744.51	.00	1,745.15	.00	2,489.66	295.11	.00	.00	2,784.77
1998	M & O	.505610	161.55	.00	448.32	.00	609.87	113.99	.00	.00	723.86
	I & S	.124390	39.74	.00	110.29	.00	150.03	.00	.00	.00	150.03
	TOTAL	.630000	201.29	.00	558.61	.00	759.90	113.99	.00	.00	873.89
1997	M & O	.524810	372.72	.00	990.41	.00	1,363.13	210.78	.00	.00	1,573.91
	I & S	.075190	53.41	.00	141.90	.00	195.31	.00	.00	.00	195.31
	TOTAL	.600000	426.13	.00	1,132.31	.00	1,558.44	210.78	.00	.00	1,769.22

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 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 59
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	241.74	.00	667.04	.00	908.78	142.49	.00	.00	1,051.27
	I & S	.083910	39.31	.00	108.46	.00	147.77	.00	.00	.00	147.77
	TOTAL	.600000	281.05	.00	775.50	.00	1,056.55	142.49	.00	.00	1,199.04
1995	M & O	.510030	142.59	.00	446.30	.00	588.89	103.92	.00	.00	692.81
	I & S	.089970	25.15	.00	78.73	.00	103.88	.00	.00	.00	103.88
	TOTAL	.600000	167.74	.00	525.03	.00	692.77	103.92	.00	.00	796.69
1994	M & O	.471740	131.88	.00	428.61	.00	560.49	101.59	.00	.00	662.08
	I & S	.098260	27.47	.00	89.28	.00	116.75	.00	.00	.00	116.75
	TOTAL	.570000	159.35	.00	517.89	.00	677.24	101.59	.00	.00	778.83
1992	M & O	.447640	3.43	.00	8.76	.00	12.19	.00	.00	.00	12.19
	I & S	.112360	.86	.00	2.20	.00	3.06	.00	.00	.00	3.06
	TOTAL	.560000	4.29	.00	10.96	.00	15.25	.00	.00	.00	15.25
1991	M & O	.464340	106.57	.00	384.73	.00	491.30	88.88	.00	.00	580.18
	I & S	.095660	21.96	.00	79.26	.00	101.22	.00	.00	.00	101.22
	TOTAL	.560000	128.53	.00	463.99	.00	592.52	88.88	.00	.00	681.40
1990	M & O	.473940	65.94	.00	245.94	.00	311.88	56.26	.00	.00	368.14
	I & S	.096060	13.36	.00	49.85	.00	63.21	.00	.00	.00	63.21
	TOTAL	.570000	79.30	.00	295.79	.00	375.09	56.26	.00	.00	431.35
ALL	M & O		18,576,813.84	.00	358,840.37	1,335,786.64-	17,599,867.57	123,761.96	.00	.00	19,059,416.17
ALL	I & S		4,900,050.59	.00	77,011.77	354,490.34-	4,622,572.02	.00	.00	.00	4,977,062.36
ALL	TOTAL		23,476,864.43	.00	435,852.14	1,690,276.98-	22,222,439.59	123,761.96	.00	.00	24,036,478.53
DLQ	M & O		550,803.78	.00	211,227.32	2,272.80-	759,758.30	118,615.12	.00	.00	880,646.22
DLQ	I & S		116,212.83	.00	37,837.76	595.49-	153,455.10	.00	.00	.00	154,050.59
DLQ	TOTAL		667,016.61	.00	249,065.08	2,868.29-	913,213.40	118,615.12	.00	.00	1,034,696.81
CURR	M & O		18,026,010.06	.00	147,613.05	1,333,513.84-	16,840,109.27	5,146.84	.00	.00	18,178,769.95
CURR	I & S		4,783,837.76	.00	39,174.01	353,894.85-	4,469,116.92	.00	.00	.00	4,823,011.77
CURR	TOTAL		22,809,847.82	.00	186,787.06	1,687,408.69-	21,309,226.19	5,146.84	.00	.00	23,001,781.72

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2020 THRU 05/31/2021
JURISDICTION: 0033 CITY OF PHARR

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 57
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	18,026,010.06	.00	147,613.05	1,333,513.84-	16,840,109.27	5,146.84	.00	.00	18,178,769.95
	I & S	.150500	4,783,837.76	.00	39,174.01	353,894.85-	4,469,116.92	.00	.00	.00	4,823,011.77
	TOTAL	.717600	22,809,847.82	.00	186,787.06	1,687,408.69-	21,309,226.19	5,146.84	.00	.00	23,001,781.72
2019	M & O	.567100	319,416.07	.00	68,791.53	2,209.36-	385,998.24	65,657.75	.00	.00	453,865.35
	I & S	.150500	84,768.40	.00	18,256.11	586.33-	102,438.18	.00	.00	.00	103,024.51
	TOTAL	.717600	404,184.47	.00	87,047.64	2,795.69-	488,436.42	65,657.75	.00	.00	556,889.86
2018	M & O	.567100	88,629.59	.00	28,995.56	63.44-	117,561.71	17,720.97	.00	.00	135,346.12
	I & S	.081900	12,799.60	.00	4,187.40	9.16-	16,977.84	.00	.00	.00	16,987.00
	TOTAL	.649000	101,429.19	.00	33,182.96	72.60-	134,539.55	17,720.97	.00	.00	152,333.12
2017	M & O	.567100	43,367.52	.00	17,719.56	.00	61,087.08	8,824.08	.00	.00	69,911.16
	I & S	.081900	6,263.13	.00	2,559.02	.00	8,822.15	.00	.00	.00	8,822.15
	TOTAL	.649000	49,630.65	.00	20,278.58	.00	69,909.23	8,824.08	.00	.00	78,733.31
2016	M & O	.582100	27,096.53	.00	14,552.74	.00	41,649.27	5,915.03	.00	.00	47,564.30
	I & S	.071900	3,346.90	.00	1,797.52	.00	5,144.42	.00	.00	.00	5,144.42
	TOTAL	.654000	30,443.43	.00	16,350.26	.00	46,793.69	5,915.03	.00	.00	52,708.72
2015	M & O	.582100	17,901.83	.00	11,537.46	.00	29,439.29	4,135.04	.00	.00	33,574.33
	I & S	.071900	2,211.23	.00	1,425.09	.00	3,636.32	.00	.00	.00	3,636.32
	TOTAL	.654000	20,113.06	.00	12,962.55	.00	33,075.61	4,135.04	.00	.00	37,210.65
2014	M & O	.608100	12,535.27	.00	9,336.37	.00	21,871.64	2,976.89	.00	.00	24,848.53
	I & S	.071900	1,482.10	.00	1,103.91	.00	2,586.01	.00	.00	.00	2,586.01
	TOTAL	.680000	14,017.37	.00	10,440.28	.00	24,457.65	2,976.89	.00	.00	27,434.54
2013	M & O	.605000	10,103.01	.00	8,673.27	.00	18,776.28	2,420.82	.00	.00	21,197.10
	I & S	.075000	1,252.48	.00	1,075.13	.00	2,327.61	.00	.00	.00	2,327.61
	TOTAL	.680000	11,355.49	.00	9,748.40	.00	21,103.89	2,420.82	.00	.00	23,524.71
2012	M & O	.602600	11,097.38	.00	10,718.40	.00	21,815.78	2,752.20	.00	.00	24,567.98
	I & S	.077400	1,425.40	.00	1,376.71	.00	2,802.11	.00	.00	.00	2,802.11
	TOTAL	.680000	12,522.78	.00	12,095.11	.00	24,617.89	2,752.20	.00	.00	27,370.09
2011	M & O	.602100	5,466.08	.00	5,449.20	.00	10,915.28	1,419.94	.00	.00	12,335.22
	I & S	.077900	707.20	.00	705.00	.00	1,412.20	.00	.00	.00	1,412.20
	TOTAL	.680000	6,173.28	.00	6,154.20	.00	12,327.48	1,419.94	.00	.00	13,747.42
2010	M & O	.601800	4,794.22	.00	5,043.97	.00	9,838.19	1,118.08	.00	.00	10,956.27
	I & S	.078200	622.97	.00	655.44	.00	1,278.41	.00	.00	.00	1,278.41
	TOTAL	.680000	5,417.19	.00	5,699.41	.00	11,116.60	1,118.08	.00	.00	12,234.68
2009	M & O	.601800	3,706.71	.00	4,231.34	.00	7,938.05	875.13	.00	.00	8,813.18
	I & S	.078200	481.66	.00	549.84	.00	1,031.50	.00	.00	.00	1,031.50
	TOTAL	.680000	4,188.37	.00	4,781.18	.00	8,969.55	875.13	.00	.00	9,844.68

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TAX COLLECTION SYSTEM
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 FROM: 10/01/2020 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 58
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	3,406.78	.00	4,098.98	.00	7,505.76	826.83	.00	.00	8,332.59
	I & S	.078910	445.88	.00	536.45	.00	982.33	.00	.00	.00	982.33
	TOTAL	.681850	3,852.66	.00	4,635.43	.00	8,488.09	826.83	.00	.00	9,314.92
2007	M & O	.596130	2,315.16	.00	2,911.49	.00	5,226.65	522.69	.00	.00	5,749.34
	I & S	.086990	337.82	.00	424.83	.00	762.65	.00	.00	.00	762.65
	TOTAL	.683120	2,652.98	.00	3,336.32	.00	5,989.30	522.69	.00	.00	6,511.99
2006	M & O	.593130	1,743.27	.00	2,670.49	.00	4,413.76	538.29	.00	.00	4,952.05
	I & S	.089990	264.49	.00	405.15	.00	669.64	.00	.00	.00	669.64
	TOTAL	.683120	2,007.76	.00	3,075.64	.00	5,083.40	538.29	.00	.00	5,621.69
2005	M & O	.593130	1,678.27	.00	2,691.72	.00	4,369.99	552.37	.00	.00	4,922.36
	I & S	.089990	254.64	.00	408.44	.00	663.08	.00	.00	.00	663.08
	TOTAL	.683120	1,932.91	.00	3,100.16	.00	5,033.07	552.37	.00	.00	5,585.44
2004	M & O	.601650	1,668.33	.00	2,773.28	.00	4,441.61	428.10	.00	.00	4,869.71
	I & S	.081470	225.93	.00	375.53	.00	601.46	.00	.00	.00	601.46
	TOTAL	.683120	1,894.26	.00	3,148.81	.00	5,043.07	428.10	.00	.00	5,471.17
2003	M & O	.596220	869.32	.00	1,540.32	.00	2,409.64	241.94	.00	.00	2,651.58
	I & S	.086900	126.71	.00	224.51	.00	351.22	.00	.00	.00	351.22
	TOTAL	.683120	996.03	.00	1,764.83	.00	2,760.86	241.94	.00	.00	3,002.80
2002	M & O	.590210	885.41	.00	1,584.22	.00	2,469.63	220.94	.00	.00	2,690.57
	I & S	.099790	149.72	.00	267.85	.00	417.57	.00	.00	.00	417.57
	TOTAL	.690000	1,035.13	.00	1,852.07	.00	2,887.20	220.94	.00	.00	3,108.14
2001	M & O	.564720	659.16	.00	1,366.59	.00	2,025.75	151.71	.00	.00	2,177.46
	I & S	.097590	113.92	.00	236.16	.00	350.08	.00	.00	.00	350.08
	TOTAL	.662310	773.08	.00	1,602.75	.00	2,375.83	151.71	.00	.00	2,527.54
2000	M & O	.533960	723.89	.00	1,482.47	.00	2,206.36	203.30	.00	.00	2,409.66
	I & S	.108350	146.91	.00	300.80	.00	447.71	.00	.00	.00	447.71
	TOTAL	.642310	870.80	.00	1,783.27	.00	2,654.07	203.30	.00	.00	2,857.37
1999	M & O	.529360	613.59	.00	1,438.25	.00	2,051.84	295.11	.00	.00	2,346.95
	I & S	.112950	130.92	.00	306.90	.00	437.82	.00	.00	.00	437.82
	TOTAL	.642310	744.51	.00	1,745.15	.00	2,489.66	295.11	.00	.00	2,784.77
1998	M & O	.505610	161.55	.00	448.32	.00	609.87	113.99	.00	.00	723.86
	I & S	.124390	39.74	.00	110.29	.00	150.03	.00	.00	.00	150.03
	TOTAL	.630000	201.29	.00	558.61	.00	759.90	113.99	.00	.00	873.89
1997	M & O	.524810	372.72	.00	990.41	.00	1,363.13	210.78	.00	.00	1,573.91
	I & S	.075190	53.41	.00	141.90	.00	195.31	.00	.00	.00	195.31
	TOTAL	.600000	426.13	.00	1,132.31	.00	1,558.44	210.78	.00	.00	1,769.22

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 05/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 59
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	241.74	.00	667.04	.00	908.78	142.49	.00	.00	1,051.27
	I & S	.083910	39.31	.00	108.46	.00	147.77	.00	.00	.00	147.77
	TOTAL	.600000	281.05	.00	775.50	.00	1,056.55	142.49	.00	.00	1,199.04
1995	M & O	.510030	142.59	.00	446.30	.00	588.89	103.92	.00	.00	692.81
	I & S	.089970	25.15	.00	78.73	.00	103.88	.00	.00	.00	103.88
	TOTAL	.600000	167.74	.00	525.03	.00	692.77	103.92	.00	.00	796.69
1994	M & O	.471740	131.88	.00	428.61	.00	560.49	101.59	.00	.00	662.08
	I & S	.098260	27.47	.00	89.28	.00	116.75	.00	.00	.00	116.75
	TOTAL	.570000	159.35	.00	517.89	.00	677.24	101.59	.00	.00	778.83
1992	M & O	.447640	3.43	.00	8.76	.00	12.19	.00	.00	.00	12.19
	I & S	.112360	.86	.00	2.20	.00	3.06	.00	.00	.00	3.06
	TOTAL	.560000	4.29	.00	10.96	.00	15.25	.00	.00	.00	15.25
1991	M & O	.464340	106.57	.00	384.73	.00	491.30	88.88	.00	.00	580.18
	I & S	.095660	21.96	.00	79.26	.00	101.22	.00	.00	.00	101.22
	TOTAL	.560000	128.53	.00	463.99	.00	592.52	88.88	.00	.00	681.40
1990	M & O	.473940	65.94	.00	245.94	.00	311.88	56.26	.00	.00	368.14
	I & S	.096060	13.36	.00	49.85	.00	63.21	.00	.00	.00	63.21
	TOTAL	.570000	79.30	.00	295.79	.00	375.09	56.26	.00	.00	431.35
ALL	M & O		18,585,913.87	.00	358,840.37	1,335,786.64-	17,608,967.60	123,761.96	.00	.00	19,068,516.20
ALL	I & S		4,901,617.03	.00	77,011.77	354,490.34-	4,624,138.46	.00	.00	.00	4,978,628.80
ALL	TOTAL		23,487,530.90	.00	435,852.14	1,690,276.98-	22,233,106.06	123,761.96	.00	.00	24,047,145.00
DLQ	M & O		559,903.81	.00	211,227.32	2,272.80-	768,858.33	118,615.12	.00	.00	889,746.25
DLQ	I & S		117,779.27	.00	37,837.76	595.49-	155,021.54	.00	.00	.00	155,617.03
DLQ	TOTAL		677,683.08	.00	249,065.08	2,868.29-	923,879.87	118,615.12	.00	.00	1,045,363.28
CURR	M & O		18,026,010.06	.00	147,613.05	1,333,513.84-	16,840,109.27	5,146.84	.00	.00	18,178,769.95
CURR	I & S		4,783,837.76	.00	39,174.01	353,894.85-	4,469,116.92	.00	.00	.00	4,823,011.77
CURR	TOTAL		22,809,847.82	.00	186,787.06	1,687,408.69-	21,309,226.19	5,146.84	.00	.00	23,001,781.72

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 05/31/2021

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,391,107,862	32,416,011	3,423,523,873	00.717600	24,127,347.51	25,748
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	218,881.74	218,881.74	22,809,847.82	22,809,847.82	1,317,499.69	94.54	0.00
2019	879,229.02	12,668.31	12,668.31	401,546.02	401,546.02	490,351.31	45.02	238.98-
2018	350,539.61	1,892.23-	1,892.23-	97,432.16	97,432.16	251,215.22	27.95	207.28-
2017	223,790.66	218.08-	218.08-	45,599.66	45,599.66	177,972.92	20.40	0.00
2016	182,058.92	1,397.79-	1,397.79-	30,443.43	30,443.43	150,217.70	16.85	1,563.09-
2015	133,898.07	118.13	118.13	20,113.06	20,113.06	113,903.14	15.01	0.00
2014	113,597.10	.00	0.00	14,017.37	14,017.37	99,579.73	12.34	0.00
2013	89,492.45	.00	0.00	11,355.49	11,355.49	78,136.96	12.69	0.00
2012	88,081.44	.00	0.00	12,522.78	12,522.78	75,558.66	14.22	0.00
2011	80,430.71	28.44-	28.44-	6,173.28	6,173.28	74,228.99	7.68	0.00
2010	77,311.33	28.44-	28.44-	5,417.19	5,417.19	71,865.70	7.01	0.00
2009	74,906.82	28.44-	28.44-	4,188.37	4,188.37	70,690.01	5.59	0.00
2008	60,733.71	28.51-	28.51-	3,852.66	3,852.66	56,852.54	6.35	0.00
2007	53,283.37	20.36-	20.36-	2,652.98	2,652.98	50,610.03	4.98	0.00
2006	49,700.57	20.36-	20.36-	2,007.76	2,007.76	47,672.45	4.04	0.00
2005	43,366.19	20.36-	20.36-	1,932.91	1,932.91	41,412.92	4.46	0.00
2004	42,793.04	20.36-	20.36-	1,894.26	1,894.26	40,878.42	4.43	0.00
2003	33,659.51	20.36-	20.36-	996.03	996.03	32,643.12	2.96	0.00
2002	31,272.67	20.57-	20.57-	1,035.13	1,035.13	30,216.97	3.31	0.00
2001	23,027.25	19.74-	19.74-	773.08	773.08	22,234.43	3.36	0.00
2000	20,470.42	19.15-	19.15-	870.80	870.80	19,580.47	4.26	0.00
1999	85,487.95	88.68-	88.68-	2,192.19	2,192.19	83,207.08	2.57	0.00
****	26,645,596.58	227,796.31	227,796.31	23,476,864.43	23,476,864.43	3,396,528.46		2,009.35-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 05/31/2021

AG ROLLBACK ONLY

PAGE: 14

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	2,638.45	1
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	.00	0.00	2,638.45	2,638.45	0.00		0.00
2018	7,999.75	.00	0.00	3,997.03	3,997.03	4,002.72	49.96	0.00
2017	4,030.99	.00	0.00	4,030.99	4,030.99	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	0.00	10,666.47	10,666.47	4,002.72		0.00

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 05/31/2021

PAGE: 22
INCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	32,416,011	3,423,523,873	00.717600	24,127,347.51	25,748
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	218,881.74	218,881.74	22,809,847.82	22,809,847.82	1,317,499.69	94.54	0.00
2019	881,867.47	12,668.31	12,668.31	404,184.47	404,184.47	490,351.31	45.18	238.98-
2018	358,539.36	1,892.23-	1,892.23-	101,429.19	101,429.19	255,217.94	28.44	207.28-
2017	227,821.65	218.08-	218.08-	49,630.65	49,630.65	177,972.92	21.81	0.00
2016	182,058.92	1,397.79-	1,397.79-	30,443.43	30,443.43	150,217.70	16.85	1,563.09-
2015	133,898.07	118.13	118.13	20,113.06	20,113.06	113,903.14	15.01	0.00
2014	113,597.10	.00	0.00	14,017.37	14,017.37	99,579.73	12.34	0.00
2013	89,492.45	.00	0.00	11,355.49	11,355.49	78,136.96	12.69	0.00
2012	88,081.44	.00	0.00	12,522.78	12,522.78	75,558.66	14.22	0.00
2011	80,430.71	28.44-	28.44-	6,173.28	6,173.28	74,228.99	7.68	0.00
2010	77,311.33	28.44-	28.44-	5,417.19	5,417.19	71,865.70	7.01	0.00
2009	74,906.82	28.44-	28.44-	4,188.37	4,188.37	70,690.01	5.59	0.00
2008	60,733.71	28.51-	28.51-	3,852.66	3,852.66	56,852.54	6.35	0.00
2007	53,283.37	20.36-	20.36-	2,652.98	2,652.98	50,610.03	4.98	0.00
2006	49,700.57	20.36-	20.36-	2,007.76	2,007.76	47,672.45	4.04	0.00
2005	43,366.19	20.36-	20.36-	1,932.91	1,932.91	41,412.92	4.46	0.00
2004	42,793.04	20.36-	20.36-	1,894.26	1,894.26	40,878.42	4.43	0.00
2003	33,659.51	20.36-	20.36-	996.03	996.03	32,643.12	2.96	0.00
2002	31,272.67	20.57-	20.57-	1,035.13	1,035.13	30,216.97	3.31	0.00
2001	23,027.25	19.74-	19.74-	773.08	773.08	22,234.43	3.36	0.00
2000	20,470.42	19.15-	19.15-	870.80	870.80	19,580.47	4.26	0.00
1999	85,487.95	88.68-	88.68-	2,192.19	2,192.19	83,207.08	2.57	0.00
****	26,660,265.77	227,796.31	227,796.31	23,487,530.90	23,487,530.90	3,400,531.18		2,009.35-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 05/01/2021 THRU 05/31/2021

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			889.39	166.15	114.00	21.45	0.00	9.36	994.03
BY COUNTY 108			889.39	166.15	114.00	21.45	0.00	9.36	994.03
DELQ FOR 0029 CITY OF HIDALGO			52.18	4.79	14.52	1.33	0.00	0.31	66.39
BY COUNTY 108			52.18	4.79	14.52	1.33	0.00	0.31	66.39
TOTAL FOR 0029 CITY OF HIDALGO			941.57	170.94	128.52	22.78	0.00	9.67	1,060.42
BY COUNTY 108			941.57	170.94	128.52	22.78	0.00	9.67	1,060.42
CURR FOR 0032 CITY OF MISSION			15,017.97	1,409.07	1,948.56	182.83	0.00	79.59	16,886.94
BY COUNTY 108			15,017.97	1,409.07	1,948.56	182.83	0.00	79.59	16,886.94
DELQ FOR 0032 CITY OF MISSION			400.49	50.02	158.37	19.52	0.00	3.49	555.37
BY COUNTY 108			400.49	50.02	158.37	19.52	0.00	3.49	555.37
TOTAL FOR 0032 CITY OF MISSION			15,418.46	1,459.09	2,106.93	202.35	0.00	83.08	17,442.31
BY COUNTY 108			15,418.46	1,459.09	2,106.93	202.35	0.00	83.08	17,442.31
CURR FOR 0033 CITY OF PHARR			5,102.26	512.05	645.45	64.88	0.00	28.85	5,718.86
BY COUNTY 108			5,102.26	512.05	645.45	64.88	0.00	28.85	5,718.86
DELQ FOR 0033 CITY OF PHARR			311.72	49.24	168.79	26.68	0.00	3.80	476.71
BY COUNTY 108			311.72	49.24	168.79	26.68	0.00	3.80	476.71
TOTAL FOR 0033 CITY OF PHARR			5,413.98	561.29	814.24	91.56	0.00	32.65	6,195.57
BY COUNTY 108			5,413.98	561.29	814.24	91.56	0.00	32.65	6,195.57
CURR FOR 0034 CITY OF PENITAS			302.10	27.47	39.27	3.57	0.00	1.55	339.82
BY COUNTY 108			302.10	27.47	39.27	3.57	0.00	1.55	339.82
DELQ FOR 0034 CITY OF PENITAS			452.97	35.67	144.93	10.98	0.00	2.33	595.57
BY COUNTY 108			452.97	35.67	144.93	10.98	0.00	2.33	595.57
TOTAL FOR 0034 CITY OF PENITAS			755.07	63.14	184.20	14.55	0.00	3.88	935.39
BY COUNTY 108			755.07	63.14	184.20	14.55	0.00	3.88	935.39
CURR FOR 0035 CITY OF LA JOYA			8.11	0.74	1.05	0.10	0.00	0.05	9.11
BY COUNTY 108			8.11	0.74	1.05	0.10	0.00	0.05	9.11
DELQ FOR 0035 CITY OF LA JOYA			19.03	1.73	6.63	0.61	0.00	0.12	25.54
BY COUNTY 108			19.03	1.73	6.63	0.61	0.00	0.12	25.54
TOTAL FOR 0035 CITY OF LA JOYA			27.14	2.47	7.68	0.71	0.00	0.17	34.65
BY COUNTY 108			27.14	2.47	7.68	0.71	0.00	0.17	34.65
CURR FOR 0036 CITY OF PROGRESO			9.60	0.87	1.25	0.11	0.00	0.05	10.80
BY COUNTY 108			9.60	0.87	1.25	0.11	0.00	0.05	10.80
DELQ FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO			9.60	0.87	1.25	0.11	0.00	0.05	10.80
BY COUNTY 108			9.60	0.87	1.25	0.11	0.00	0.05	10.80
CURR FOR 0037 CITY OF SAN JUAN			1,072.44	99.15	129.04	11.89	0.00	5.58	1,195.90
BY COUNTY 108			1,072.44	99.15	129.04	11.89	0.00	5.58	1,195.90
DELQ FOR 0037 CITY OF SAN JUAN			356.26	55.55	101.29	15.69	0.00	3.56	453.99
BY COUNTY 108			356.26	55.55	101.29	15.69	0.00	3.56	453.99
TOTAL FOR 0037 CITY OF SAN JUAN			1,428.70	154.70	230.33	27.58	0.00	9.14	1,649.89
BY COUNTY 108			1,428.70	154.70	230.33	27.58	0.00	9.14	1,649.89



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED:

MEETING DATE: June 21, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.1.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt, Inc. representing H & E Tijerina Children's Family LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being a 0.728 acre tract of land, more or less, out of Lot 220, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 100-200 Block of West Moore Road. **COZ#210530**

Classification: Regular

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

Issue: Melden & Hunt, Inc. representing H & E Tijerina Children's Family LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). **COZ#210530**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements and has adequate ingress and egress. The subject property is part of a bigger development that consist of the property to the east abutting South Cage Boulevard. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 6/16/2021

Approved - 6/16/2021

Approved - 6/16/2021

Final Approval - 6/18/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: June 21, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#210530

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: May 14, 2021

1. **Applicant:** Melden & Hunt, Inc. representing H & E Tijerina Children's Family LTD, owner.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to General Business District (C).
3. **Nature / Intent of Request:** In order to develop and construct a Circle K Convenience Store.

4. Routing to Staff:

A. Roland Gomez, Interim Director


Initials

6-16-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations


Initials

6/16/21
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

06/14/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 21, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being a 0.728 acre tract of land, more or less, out of Lot 220, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 100-200 Block of West Moore Road.
--

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:

Melden & Hunt, Inc. representing H & E Tijerina Children's Family LTD, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to develop and construct a Circle K Convenience Store.

The subject site is located on the south side of West Moore Road and physically located within the 100-200 Block of West Moore Road. The property is legally described as being a 0.728 tract of land, more or less, out of Lot 220, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned Agricultural and/or Open Space District (A-O). On March 30, 1982, the subject property, and the properties to the east, south, north, and west were zoned to Agricultural and/or Open Space District (A-O) when the properties were annexed to the City of Pharr. On September 20, 1983, the property to the east was rezoned to General Business District (C). On September 7, 1982, the property to the north was rezoned to Residential Mobile Home District (R-MH). Later, the property was rezoned from Residential Mobile Home District (R-MH) to Planned Unit Development (PUD) on May 31, 1983. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

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

Nine (9) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received one (1) phone call in opposition of this item.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements and has adequate ingress and egress. The subject property is part of a bigger development that consist of the property to the east abutting South Cage Boulevard. If approved, the owner must comply with all City Ordinances and City Department requirements.

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

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

**Melden & Hunt, Inc. representing H & E Tijerina Children's
Family LTD, owner**

APPLICANT

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

CURRENT ZONE

Between the 100-00 Block of West Moore Road

ADDRESS

General Business District (C)

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements and has adequate ingress and egress. The subject property is part of a bigger development that consists of the property to the east abutting South Cage Boulevard. If approved, the owner must comply with all City Ordinances and City Department requirements.

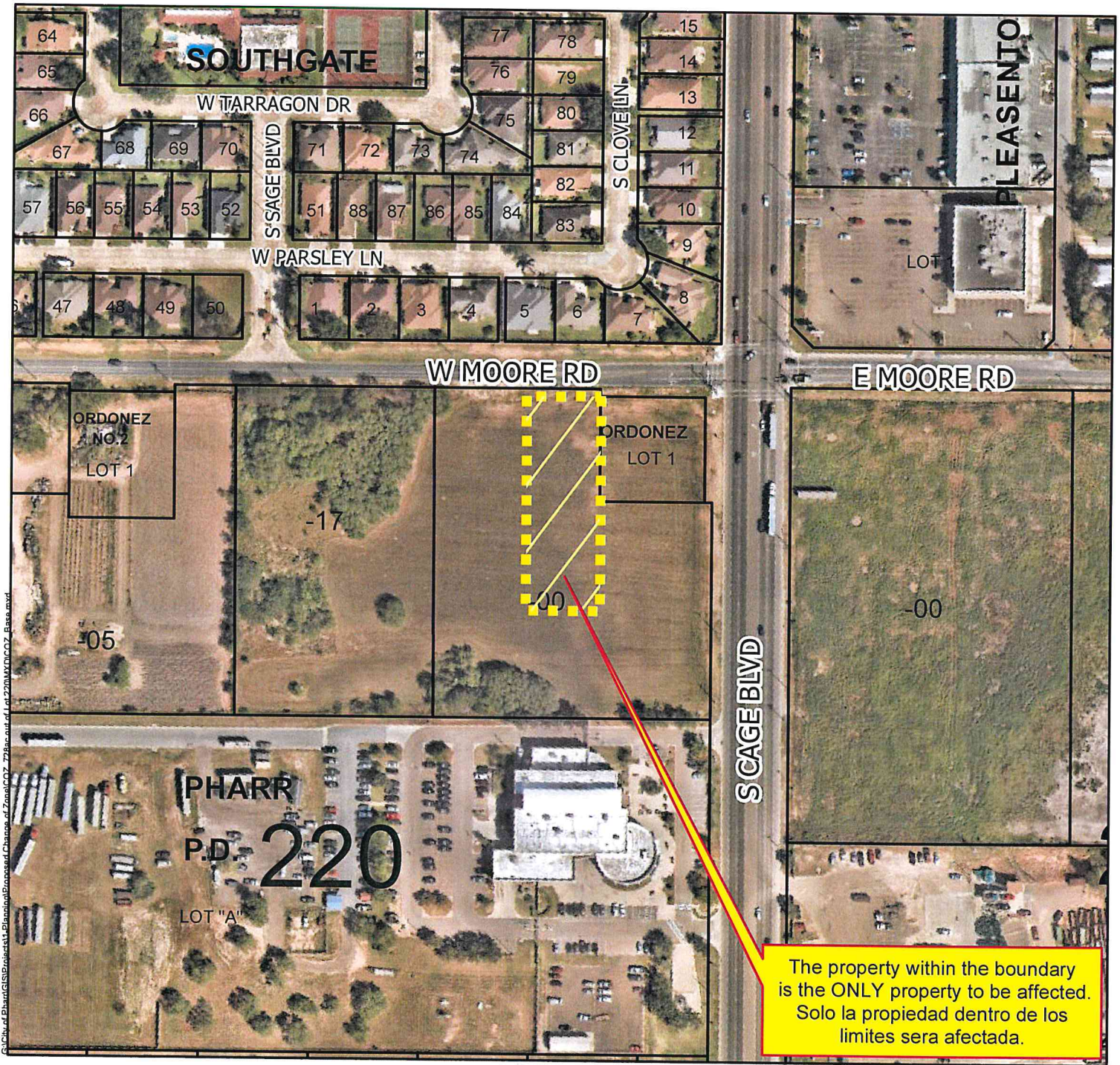
Anaisa Licerio

PREPARED BY

June 8, 2021

DATE

Proposed Change of Zone
 .728ac out of Kelly Pharr Lot 220
 Mario Reyna/ H&E Tijerina Childrens Family LTD



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

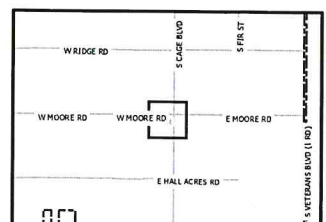
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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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

City of Pharr, Texas
 Engineering Department
 956.402.4242

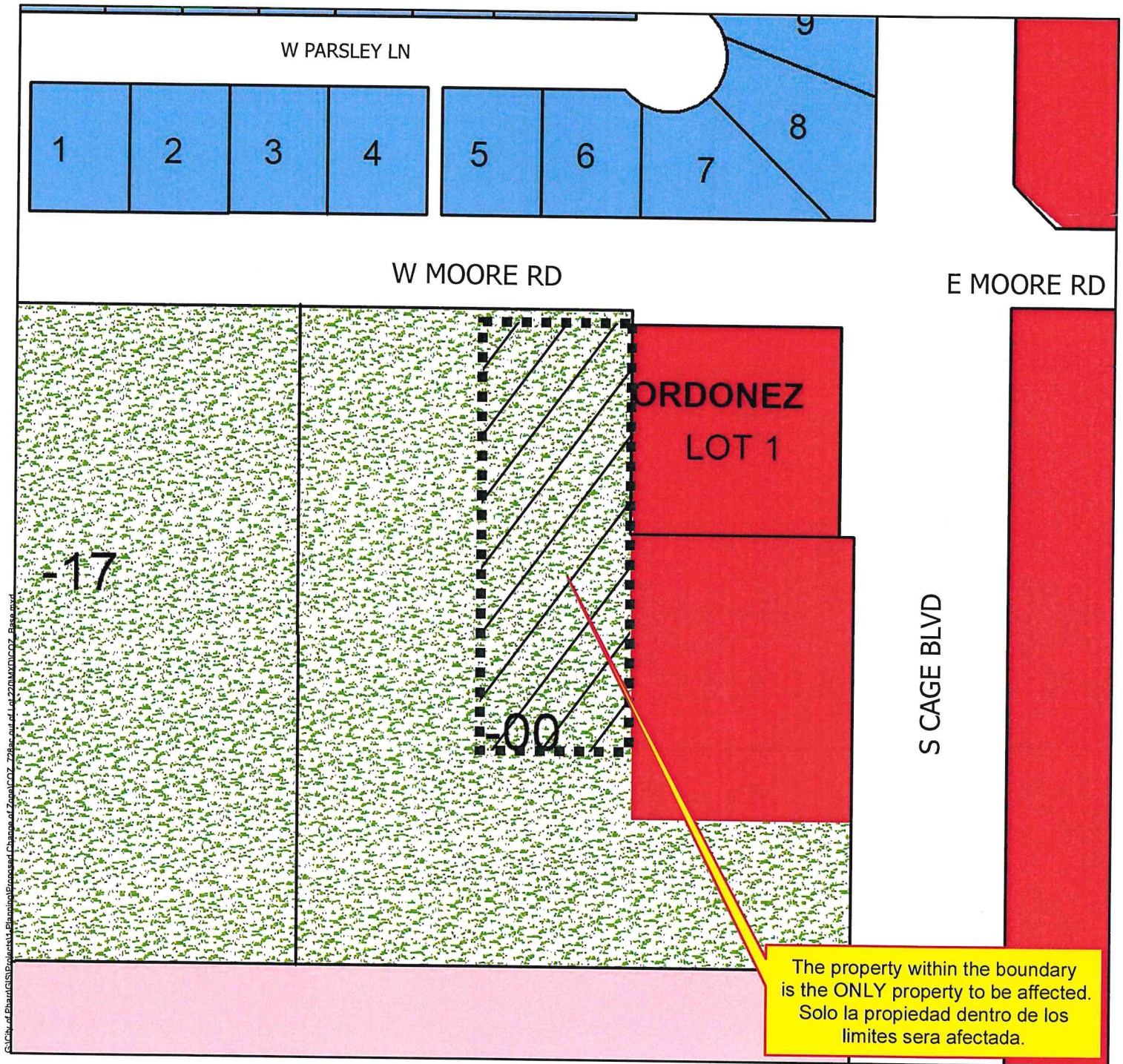
Scale: 1 inch = 200 feet



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



Proposed Change of Zone
 .728ac out of Kelly Pharr Lot 220
 Mario Reyna/ H&E Tijerina Childrens Family LTD



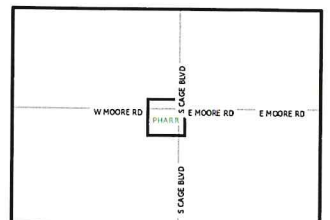
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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 100 feet

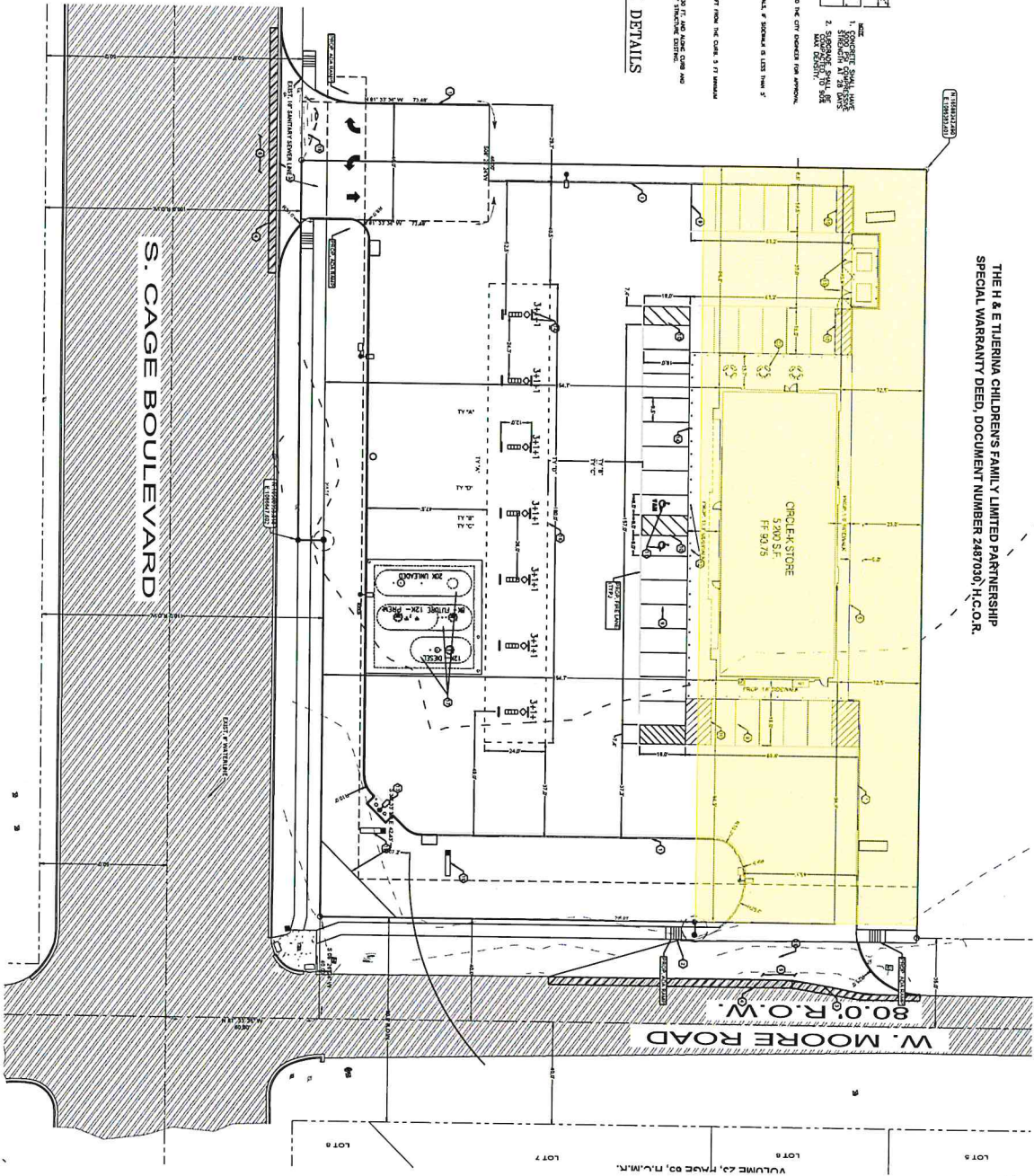


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Date: 6/7/2021

THE H & E TIERRA CHILDREN'S FAMILY LIMITED PARTNERSHIP
SPECIAL WARRANTY DEED, DOCUMENT NUMBER 2487090 H.C.O.R.



- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PHARR, TEXAS, SPECIFICATIONS FOR PUBLIC WORKS.
 2. THE CITY OF PHARR, TEXAS, SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, SHALL BE CONSULTED FOR ALL DETAILS.
 3. THE CITY OF PHARR, TEXAS, SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, SHALL BE CONSULTED FOR ALL DETAILS.
 4. THE CITY OF PHARR, TEXAS, SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, SHALL BE CONSULTED FOR ALL DETAILS.
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- CONSTRUCTION NOTES:**
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TYPICAL SIDEWALK DETAILS

N.T.S.

SCALE: 1" = 20'



Castles Design Group
111 W. MARSHALL - EDINBURGH, TX 77641
TEL: 281.381.1234
FAX: 281.381.1234
WWW.CASTLESDSIGN.COM

H & E TIERRA CHILDREN'S FAMILY LIMITED PARTNERSHIP
111 W. MARSHALL - EDINBURGH, TX 77641
TEL: 281.381.1234
FAX: 281.381.1234
WWW.HETIERRA.COM

CIRCLE K STORES
CIRCLE K
CIRCLE K STORES

PROTOTYPE 5200 S.F. TEXAS
CIRCLE K STORE # 2709204
CAGE BLVD. & MOORE ROAD
PHARR, TEXAS 78577

SITE PLAN
DATE: 02/27/2011
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]
SCALE: 1" = 20'

C2





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.2.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. **CUP#140525**

Classification: Regular

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

Issue: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#140525**

Fiscal Consideration: n/a

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

Alternatives: n/a

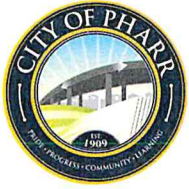
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 6/16/2021
Approved - 6/16/2021
Approved - 6/16/2021
Final Approval - 6/18/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

June 21, 2021

Conditional Use Permit **Renewal** for ABC –

100% Antojitos Mexicanos

Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for 100% Antojitos Mexicanos.

The property is located at 1201 South Jackson Road, Suite 9. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC-_100% ANTOJITOS MEXICANOS_J MENDEZ_2014



Pharr

Development Services



MEMORANDUM

DATE: JUNE 21, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#140525 (100% ANTOJITOS MEXICANOS)
--

GENERAL INFORMATION:

APPLICANT: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 9.

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

COMMENTS:

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

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

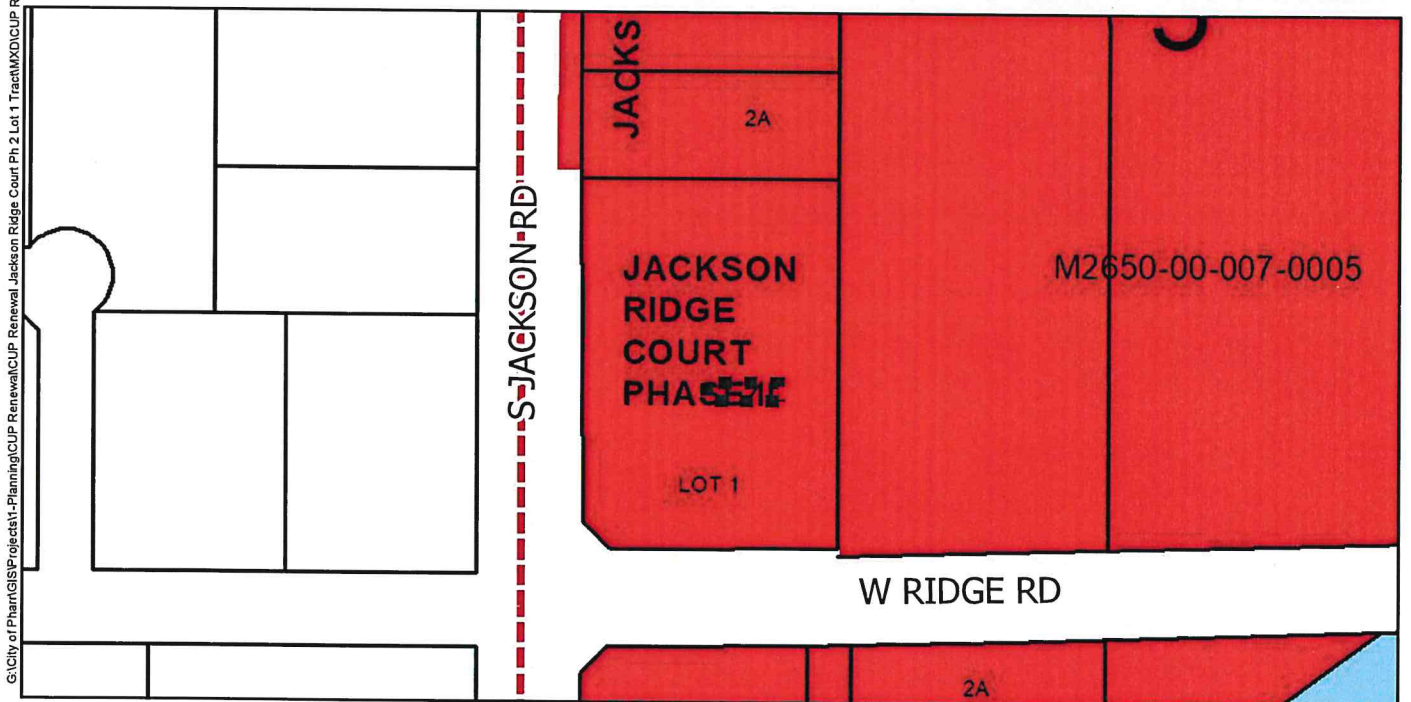
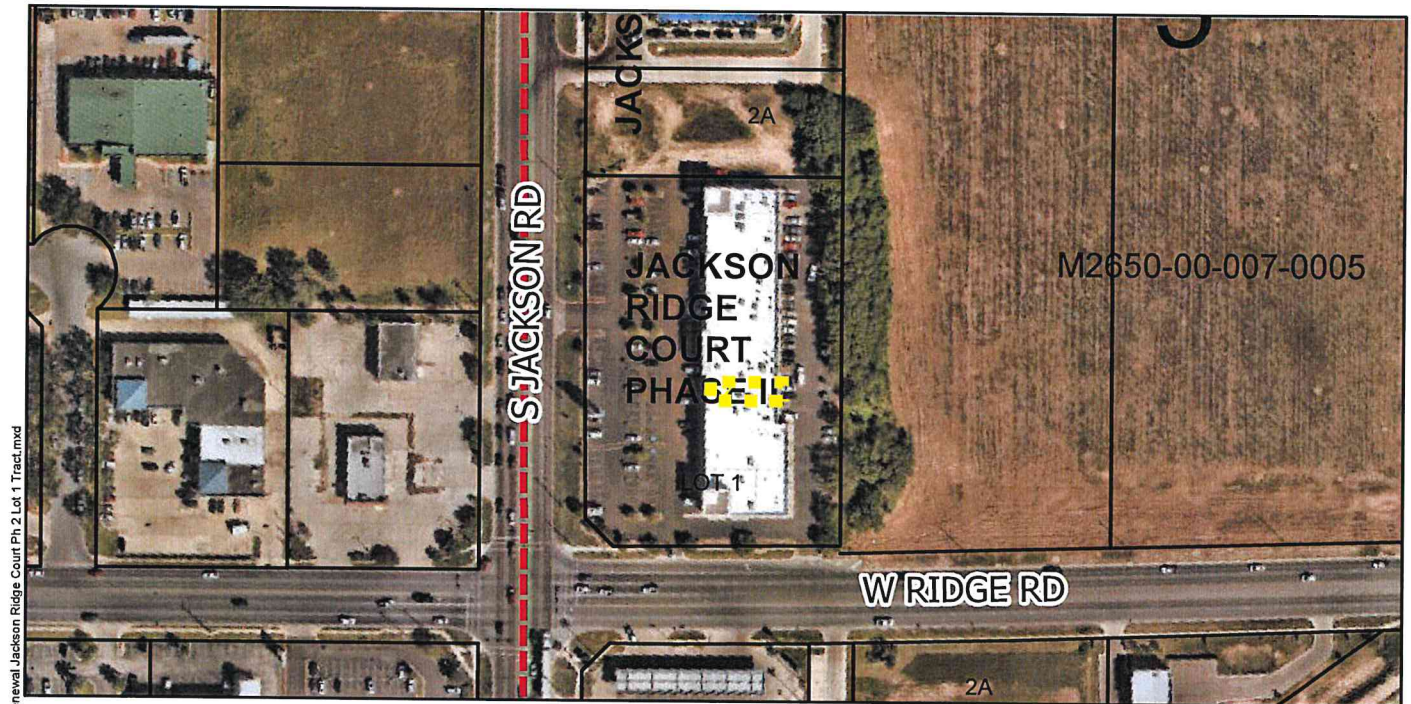
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS**

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

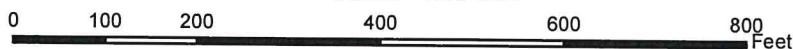
Conditional Use Permit Renewal
 Jackson Ridge Court Ph 2 .04 Ac of Lot 1
 100% Antojitos Mexicanos / Jose Ruben Mendez



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 200 feet



Date: 5/24/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.3.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acre, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. **CUP#120424**

Classification: Regular

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

Issue: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#120424**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 6/16/2021
Approved - 6/16/2021
Approved - 6/16/2021
Final Approval - 6/18/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

June 21, 2021

Conditional Use Permit **Renewal** for ABC – Kurai Chinese & Sushi Restaurant

Background:

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 9th renewal for Kurai Chinese & Sushi Restaurant

The property is located at 1201 South Jackson Road, Suite 1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_KURAI CHINESE & SUSHI RESTAURANT_2012



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 21, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#120424 (KURAI CHINESE & SUSHI RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, 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 0.05 acre, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson, Suite 1.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, and East and Pharr City Limit lies to the West. The area is generally designated for commercial use in the Land Use Plan.

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

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

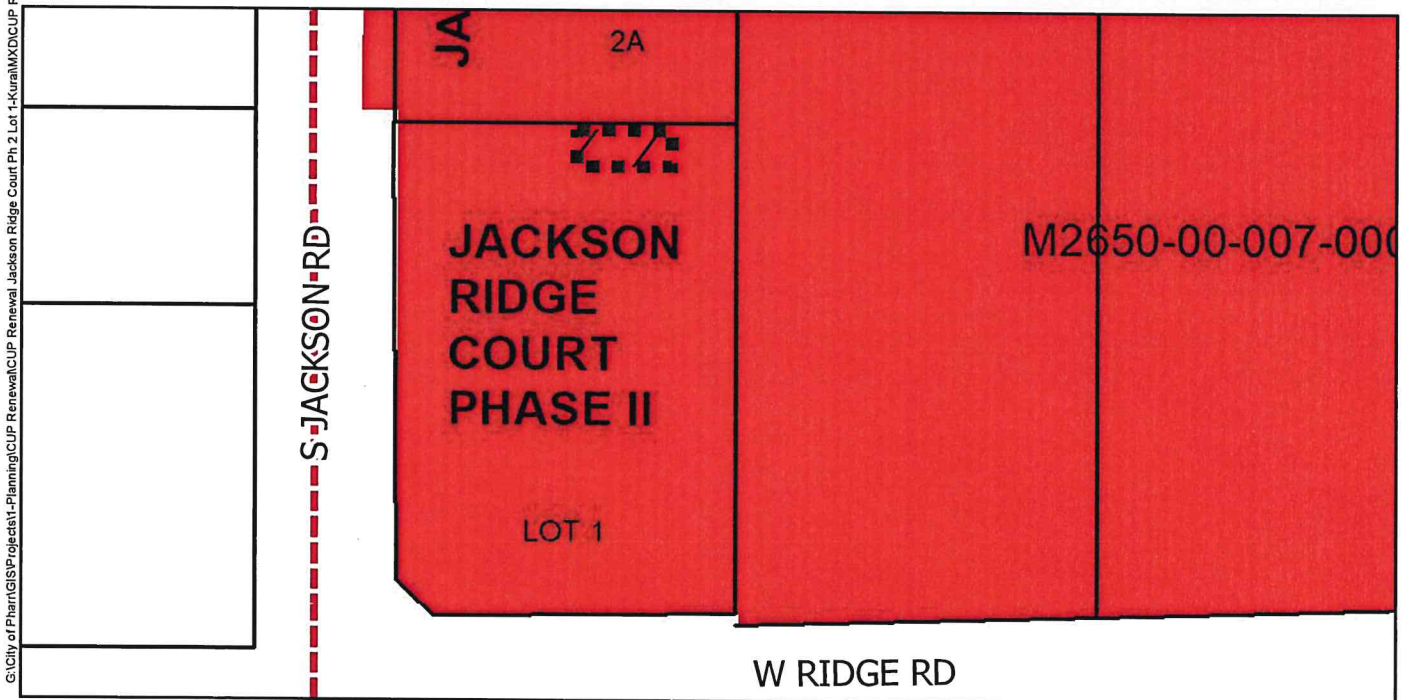
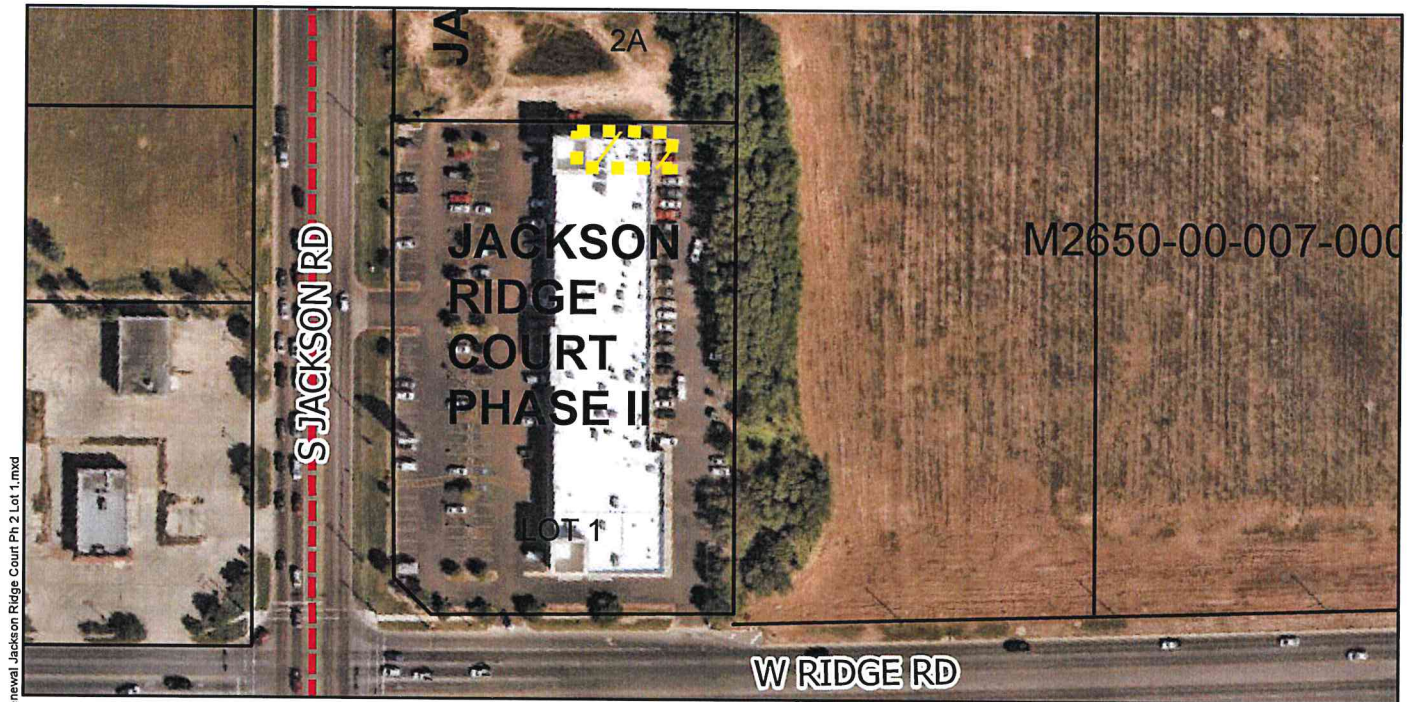
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

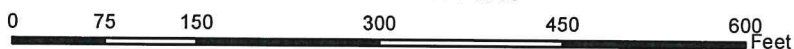
Conditional Use Permit Renewal
Jackson Ridge Court Ph 2 Lot 1
Kurai Chinese & Sushi Rest./ Organista



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet



Date: 5/24/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED:

MEETING DATE: June 21, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.1.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: B.I.G. Engineering, representing Jaime A Rodriguez, President, from JAR Group Development is requesting preliminary and final plat approval of the proposed The Cascades Subdivision Phase II. The property is legally described as being a 5.44 acre tract of land out of Lot eighty-six (86), Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 Block of West Minnesota Road. **SUB#210309**

Classification: Regular

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

Issue: B.I.G. Engineering, representing Jaime A Rodriguez, President, from JAR Group Development is requesting preliminary and final plat approval of the proposed The Cascades Subdivision Phase II. **SUB#210309**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed The Cascades Subdivision Phase II subject to the listed conditions.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 6/16/2021

Approved - 6/16/2021

Approved - 6/16/2021

Final Approval - 6/18/2021



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 21, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: THE CASCADES SUBDIVISION PHASE II
FILE NO. **SUB#210309**

GENERAL INFORMATION:

APPLICANT: B.I.G. Engineering, representing Jaime A Rodriguez, President, from JAR Group Development is requesting preliminary and final plat approval of the proposed The Cascades Subdivision Phase II.

LEGAL DESCRIPTION: The property is legally described as being a 5.44 acre tract of land out of Lot eighty-six (86), Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 600 Block of West Minnesota Road.

ZONING: The property is currently zoned Townhouse Residential District (R-TH). The adjacent zones are Single Family Residential District (R-1) and Agricultural and/or Open Space District (A-O) to the west and south, Residential Mobile Home District (R-MH) to the north and Single-Family Residential District (R-1) to the east. The property is designated for multi-family residential and commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Town houses.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed The Cascades Subdivision Phase II subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

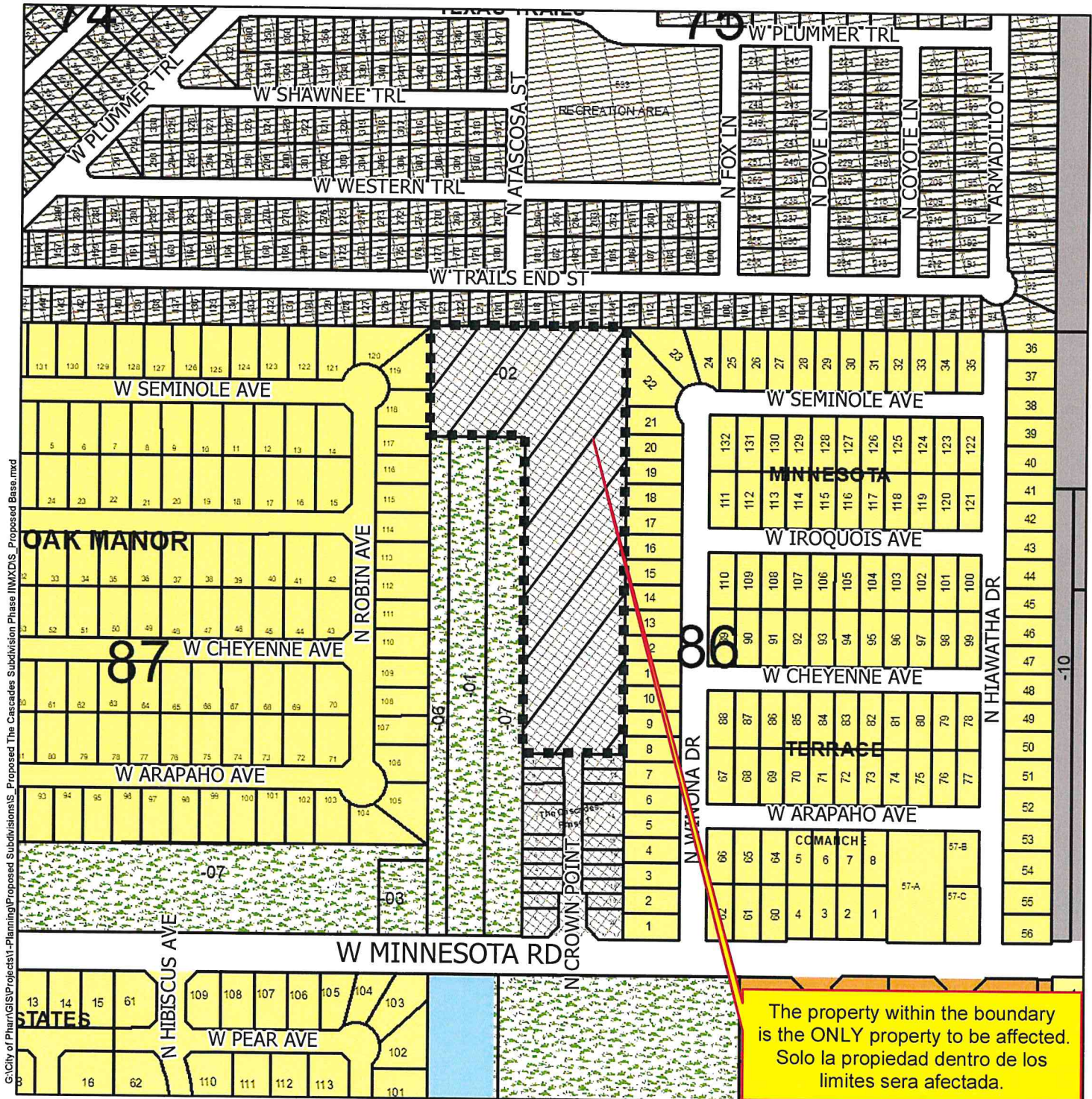
WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed The Cascades Subdivision Phase II.



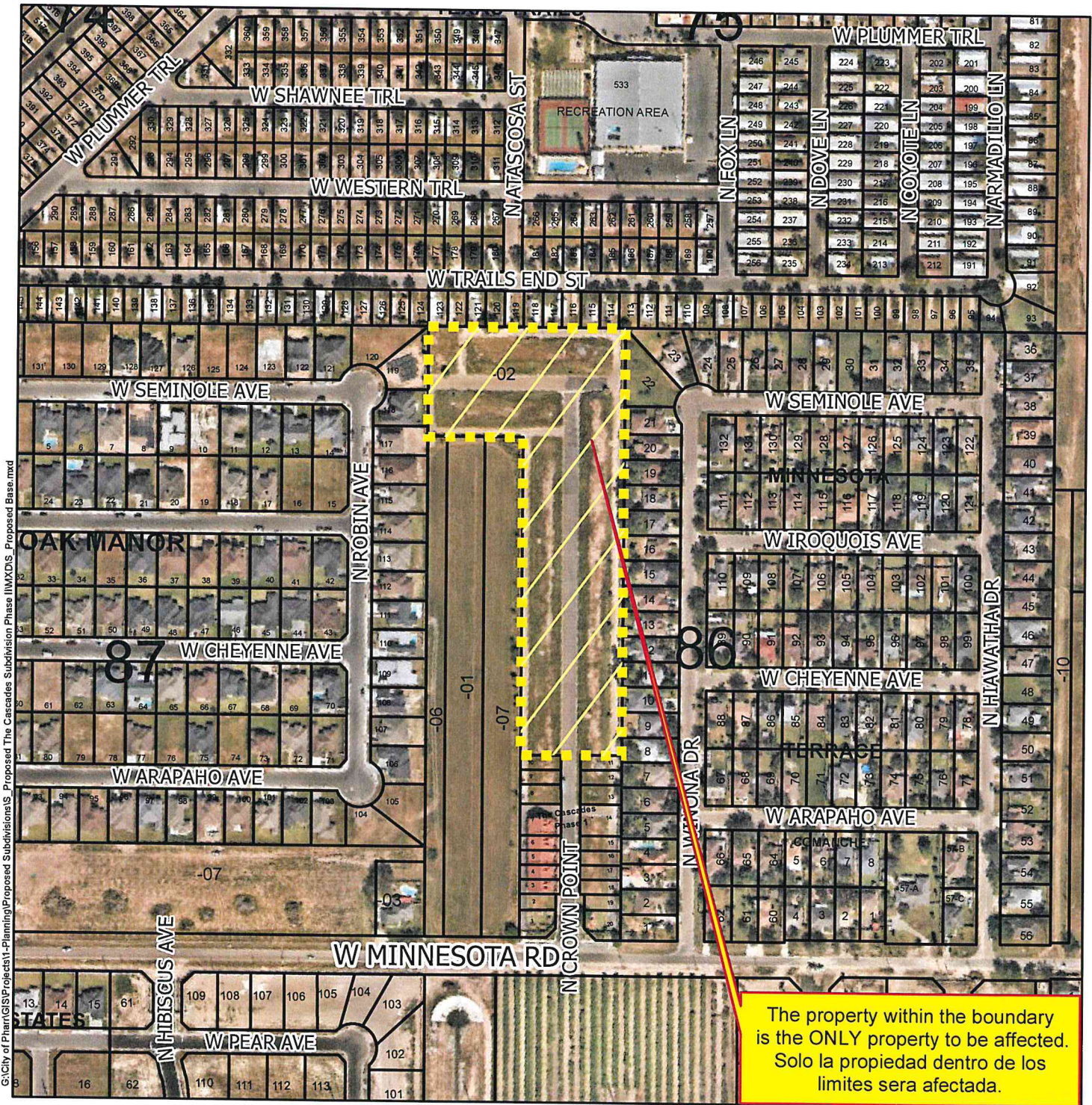
Agricultural Open Space
 Single Family
 Single Family Small Lot
 Residential Multi-Family
 Residential Multi-Family High Density
 Mobile Home

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





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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on approval of a plan of finance for City of Pharr International Bridge System Revenue Bonds, Series 2021. (DAP)

Classification: Regular

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

Issue: Financing for DAP 15 & 16 Bridge Improvements

Fiscal Consideration: Debt service will be budgeted for Next FY 21-22

Staff Recommendation: To approve

Alternatives: To deny

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 6/16/2021

Karla Saavedra

Approved - 6/16/2021

Karla Saavedra

Approved - 6/16/2021

Patricia Rigney

Approved - 6/16/2021

City Management Office

Final Approval - 6/18/2021



Timetable

CITY OF PHARR, TEXAS INTERNATIONAL BRIDGE SYSTEM

International Bridge Revenue Bonds, Series 2021

Issuer - City of Pharr (PHARR)
Bond Counsel - Perez Law (BC)
Financial Advisor - PFM Financial Advisors LLC (PFM)
Underwriters - TBD (UW)
Underwriter's Counsel - TBD (UC)

Date	Action	Responsible Party																																											
June 21	City Commission considers authorizing Preliminary Plan of Finance and approval of International Bridge System Revenue Bonds, Series 2021.	PHARR/BC/PFM	JUNE <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr></table>	S	M	T	W	T	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
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June 30	Distribute 1st draft of Preliminary Official Statement (POS).	PFM	<table><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr></table>	6	7	8	9	10	11	12	13	14	15	16	17	18	19																												
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July 8	Receive comments on the 1st draft of POS documents.	PFM	<table><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr></table>	20	21	22	23	24	25	26	27	28	29	30																															
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27	28	29	30																																										
July 13	Distribute 2nd draft of Preliminary Official Statement (POS) to working group, rating agencies, and insurance companies.	PFM																																											
July 19	Receive comments on the 2nd draft of POS documents.	PFM	JULY <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr></table>	S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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July 23	Distribute 3rd draft Preliminary Official Statement (POS).	PFM	<table><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr></table>	4	5	6	7	8	9	10	11	12	13	14	15	16	17																												
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July 26-30	Ratings and Insurance Calls.	PHARR/PFM	<table><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr></table>	18	19	20	21	22	23	24	25	26	27	28	29	30	31																												
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August 5	Print and Distribute POS.	PFM	AUGUST <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table>	S	M	T	W	T	F	S								8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
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August 16	Price the Obligations. Regular scheduled City Commission meeting to consider sale of International Bridge System Revenue Bonds, Series 2021	PHARR/PFM/BC	<table><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table>	22	23	24	25	26	27	28	29	30	31																																
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August 17	Submit documents to the Texas Attorney General.	BC																																											
August 24	Print and distribute the Final Official Statement.	PFM																																											
September 3	Distribute first draft of the closing memo.	PFM	SEPTEMBER <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr></table>	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
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September 10	Distribute final draft of the closing memo.	PFM	<table><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr></table>	26	27	28	29	30																																					
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September 13	Receive approval from the Texas Attorney General.	BC/PHARR	FOMC Meeting Holiday Key bond sale item																																										
September 16	Closing/Delivery of Funds.	BC/PFM																																											



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: June 17, 2021

MEETING DATE: June 21, 2021

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on resignation of Municipal Judge.

Classification: Regular

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

Issue: Presiding Municipal Judge submitted resignation on Friday June 11, 2021.

Fiscal Consideration: N/A

Staff Recommendation: Accept resignation

Alternatives: No alternative

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Patricia Rigney
Patricia Rigney
City Management Office

Created/Initiated - 6/17/2021
Approved - 6/17/2021
Final Approval - 6/18/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: June 17, 2021

MEETING DATE: June 21, 2021

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance appointing a Municipal Judge.

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:

Patricia Rigney

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 6/17/2021

New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: June 17, 2021

MEETING DATE: June 21, 2021

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2016-20 adopting the Purchasing Policies and Procedures Manual. **(1st Reading)**

Classification: Regular

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

Issue: As part of our commitment to be transparent and to demonstrate good internal control practices, the City of Pharr is revising its Purchasing Policies and Procedures Manual adopted on November 2016 by ordinance. This is a revision amending some sections to improve our Purchasing internal control policies.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

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

Created/Initiated - 6/17/2021
Approved - 6/17/2021
Approved - 6/18/2021
Approved - 6/18/2021
Approved - 6/18/2021
Final Approval - 6/18/2021



CITY OF PHARR

PURCHASING DEPARTMENT

POLICIES AND PROCEDURES MANUAL

Ed Wylie, Interim City Manager

Ignacio Amezcua, MBA

Purchasing Director

Adopted Date

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PURCHASING DEPARTMENT POLICIES AND PROCEDURES MANUAL

TABLE OF CONTENTS

CHAPTER I. INTRODUCTION	2
A.AUTHORITY	2
B.PURCHASING POLICIES & PROCEDURES MANUAL REVIEW.....	2
C.GOALS OF THIS POLICIES AND PROCEDURES MANUAL.....	2
D.CENTRALIZED PURCHASING DEPARTMENT	3
E.GOALS OF THE PURCHASING DEPARTMENT	4
CHAPTER II. DUTIES AND RESPONSIBILITIES	5
A.RESPONSIBILITIES OF THE PURCHASING DEPARTMENT.....	5
B.RESPONSIBILITIES OF CITY DEPARTMENT HEADS.....	5
C.RESPONSIBILITIES OF CITY DEPARTMENT REPRESENTATIVES (EMPLOYEES)	6
CHAPTER III. PURCHASING ETHICS (FOR CITY REPRESENTATIVES & VENDORS).....	7
A.DISCLOSURE OF CERTAIN RELATIONSHIPS	7
B.CONFLICTS OF INTEREST	8
C.CERTIFICATE OF INTERESTED PARTIES.....	8
D.PERSONAL GAIN.....	9
E.INFLUENCE OF A PUBLIC EMPLOYEE.....	9
F.PARTICIPATING IN PROCUREMENTS WITH FAMILY.....	9
G.GRATUITIES	9
H.KICKBACKS	10
I. CONFIDENTIAL INFORMATION	10
J. PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE	10
K.PRIVATE PURCHASES THROUGH CITY FACILITIES	10
CHAPTER IV. STATUTORY LAWS AND LEGAL REQUIREMENTS.....	11
A. LOCAL GOVERNMENT CODE CHAPTER 171 REGULATION OF CONFLICTS OF INTEREST OF OFFICERS OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	11
B. LOCAL GOVERNMENT CODE CHAPTER 252 PURCHASING AND CONTRACTING AUTHORITY FOR MUNICIPALITIES.....	12

C. LOCAL GOVERNMENT CODE, CHAPTER 253 SALE OR LEASE OF PROPERTY BY MUNICIPALITIES AND CHAPTER 272 SALE OR LEASE OF PROPERTY BY MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS	12
D. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER D. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	13
E. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER F. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	13
F. LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER G. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS.....	13
G.GOVERNMENT CODE 791 INTERLOCAL COOPERATION CONTRACTS.....	13
H.GOVERNMENT CODE 2161 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).....	13
I. GOVERNMENT CODE 2251 PAYMENT FOR GOODS AND SERVICES	14
J. GOVERNMENT CODE 2253 PUBLIC WORK PERFORMANCE & PAYMENT BONDS	14
K.GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES	14
L.GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES, SUBCHAPTER B, CONSULTING SERVICES.....	15
M. GOVERNMENT CODE 2258 PREVAILING WAGE RATES.....	15
N. GOVERNMENT CODE 2269 CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS	16
O.CITY ATTORNEY APPROVAL.....	16
CHAPTER V. PURCHASING THRESHOLDS.....	18
A.GENERAL INFORMATION	18
B.REQUEST FOR PURCHASE FORM (REQUISITION FORM).....	18
C.REQUEST FOR AVAILABILITY OF FUNDS FORM-ROLLING STOCK (RFAOFF-ROLLING STOCK).....	18
D.REQUEST FOR AVAILABILITY OF FUNDS FORM (RFAOFF).....	18
E.PURCHASE ORDERS.....	18
F.SEPARATE PURCHASES.....	19
G.SEQUENTIAL PURCHASES.....	19
H.COMPONENT PURCHASES	19
I. EXPENSES NOT REQUIRING PURCHASE ORDERS	19
J. PURCHASING LIMITS.....	20

CHAPTER VI. PROCUREMENT CARD POLICIES AND PROCEDURES	22
A.INTRODUCTION.....	22
B.GENERAL INFORMATION	22
C.PROCUREMENT CARD PROGRAM DESIGNEE(S)	23
D.SEGREGATION OF DUTIES.....	25
E.RENEWAL OF EXISTING PROCUREMENT CARD.....	25
F.ISSUANCE OF PROCUREMENT CARDS	25
G.CRITERIA TO RECEIVE A PROCUREMENT CARD	25
H.DEPARTMENT HEAD RESPONSIBILITIES	26
I.ASSISTANT DEPARTMENT HEAD/DIVISION MANAGER/FIRST LINE SUPERVISOR RESPONSIBILITIES	26
J. CARDHOLDER RESPONSIBILITIES	27
K.DEPARTMENT ADMINISTRATOR ASSISTANT RESPONSIBILITIES.....	28
L.PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)	28
M. PROGRAM ADMINISTRATOR (FINANCE – ACCOUNTS PAYABLE) RESPONSIBILITIES	29
N.PROHIBITED USES OF PROCUREMENT CARD.....	29
O.DISCIPLINARY ACTION.....	30
P.P-CARD SAFEGUARDING PRACTICES.....	30
Q.PROCUREMENT CARD EMPLOYEE AGREEMENT (ATTACHMENT “A”).....	31
R.APPLICATION FORM FOR A PROCUREMENT CARD (ATTACHMENT “B”).....	32
CHAPTER VII. PURCHASE ORDER PROCESS	33
A.REQUEST FOR PURCHASE FORM (REQUISITION).....	33
B.PURCHASE ORDER.....	33
C.RECEIVING AND INSPECTION	33
D.PURCHASE ORDER PAYMENT PROCESS.....	34
E.INVOICES.....	35
F.CONSTRUCTION PAY APPLICATION	36
G.PROFESSIONAL SERVICES PAY APPLICATION.....	36
CHAPTER VIII. SOLICITATION PROCESS	38
A.INFORMAL (UP TO \$2,000.00)	38

B.INFORMAL (BETWEEN \$2,000.01 - \$25,000.00)	38
C.INFORMAL (BETWEEN \$25,000.01 - \$50,000.00)	38
D.FORMAL (GREATER THAN \$50,000.01).....	38
E.REQUIREMENTS UNDER STATE LAW	38
F.ADVERTISING AND ADVERTISING TIME REQUIREMENTS.....	39
G.BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS.....	39
H.BID PREPARATION AND ADMINISTRATION	40
I. PRE-BID/PRE-PROSOSAL PROCEDURES	40
J. "SINGLE BID POLICY" (APPLICABLE TO BID/PROPOSAL/STATEMENT OF QUALIFICATION).....	41
K.BID/PROPOSAL OPENING PROCEDURES.....	41
L.BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS.....	42
M. COMPETITIVE SEALED PROPOSALS	43
N.PROJECT NUMBER SEQUENCES	44
O.BID/PROPOSAL DISCREPANCIES AND DISQUALIFICATIONS (Technicality)	44
P.BID DISCREPANCIES AND DISQUALIFICATIONS (Non-Responsive)	45
Q.REJECTION OF BIDS, PROPOSALS, AND/OR STATEMENTS OF QUALIFICATIONS	45
R.AGENDA REQUIREMENT RESPONSIBILITIES (ALL CAPITAL PURCHASES/PROJECTS)	45
S.BID/PROPOSAL TABULATIONS.....	45
T.RELEASE OF BID/PROPOSAL INFORMATION.....	46
U.BONDING REQUIREMENTS	46
V.BID BOND/PAYMENT BOND/PERFORMANCE BOND	46
W. PERFORMANCE BOND.....	48
X.PAYMENT BOND	48
Y.MAINTENANCE BOND	48
Z.CHANGE ORDERS	49
INFORMAL (up to \$2,000.00)	49
INFORMAL (between \$2,000.01 - \$25,000.00)	49
INFORMAL (between \$25,000.01 - \$50,000.00)	49
FORMAL (greater than \$50,000.01).....	49

CHAPTER IX. PROCUREMENT OF PROFESSIONAL SERVICES	50
A.POLICY.....	50
B.OBJECTIVE.....	50
C.PROCEDURES PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR LAND SURVEYOR	50
D.EVALUATION CRITERIA (RFQ).....	51
E.SELECTION PROCEDURES.....	51
F.SCOPE OF SERVICES	52
G.PROPOSED FEE SUBMITTAL	52
H.AGREEMENT.....	53
I. NOTIFICATION OF SELECTION.....	53
J. PROCEDURES FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION OF ENGINEERING DESIGN RELATED TO CONSULTANT SERVICES FOR FEDERALLY FOUNDED HIGHWAY PROGRAMS.....	53
CHAPTER X. INSURANCE REQUIREMENTS	62
CHAPTER XI. EMERGENCY PURCHASES.....	65
CHAPTER XII. SOLE SOURCE PURCHASES.....	68
CHAPTER XIII. COOPERATIVE PURCHASING	69
CHAPTER XIV. PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL AND STATE GRANTS.....	71
A. GENERAL INFORMATION	71
B. FEDERAL GRANT REQUIREMENTS	72
C. SYSTEM FOR AWARD MANAGEMENT (SAM) CHECK.....	73
D. CONFLICT OF INTEREST FOR FEDERAL GRANTS.....	73
CHAPTER XV. EXEMPT PURCHASES.....	74
CHAPTER XVI. DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL	77
A. SURPLUS EQUIPMENT AND PROPERTY.....	77
B. SALVAGE MATERIAL.....	77
C. SALE OF PERSONAL PROPERTY	77
CHAPTER XVII. CONTRACT RENEWALS.....	79
CHAPTER XVIII.MISCELLANEOUS	80

A. SPONSORSHIPS	80
B. SALES TAX	80
C. PREFERENCE TO LOCAL VENDORS	80
D. PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE	80
E. PROCUREMENTS REGARDING COMMUNICATION AND/OR HIGH-TECH ITEMS	81
F. PROCUREMENTS REGARDING BUILDING MAINTENANCE	81
G. EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES	81
H. ELECTRONIC PROCUREMENT POLICY	81
I. IDENTICALS BIDS	81
CHAPTER XIX. PROTEST	83
A. BID PROTEST PROCEDURES	83
B. PROTEST APPEALS.....	83

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CHAPTER I. INTRODUCTION

A. AUTHORITY

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

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

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

B. PURCHASING POLICIES & PROCEDURES MANUAL REVIEW

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

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

C. GOALS OF THIS POLICIES AND PROCEDURES MANUAL

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

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

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

D. CENTRALIZED PURCHASING DEPARTMENT

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

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

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

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

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

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

E. GOALS OF THE PURCHASING DEPARTMENT

The goals of public purchasing:

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

CHAPTER II. DUTIES AND RESPONSIBILITIES

A. RESPONSIBILITIES OF THE PURCHASING DEPARTMENT

The Purchasing Department responsibilities include:

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

B. RESPONSIBILITIES OF CITY DEPARTMENT HEADS

The Department Heads should:

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

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

C. RESPONSIBILITIES OF CITY DEPARTMENT REPRESENTATIVES (EMPLOYEES)

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

The employees of the City responsible for purchasing activities should:

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

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

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

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

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

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

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

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

A. DISCLOSURE OF CERTAIN RELATIONSHIPS

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

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

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

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

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

Conflict of interest forms are maintained by the City Clerk's Office. Forms are available on the City's website under Online Services, Document Center, Applications and Forms. Quick-link:

<http://pharr-tx.gov/online-services/document-center/download-category/applications-forms/>

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

B. CONFLICTS OF INTEREST

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

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

C. CERTIFICATE OF INTERESTED PARTIES

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

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

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

D. PERSONAL GAIN

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

E. INFLUENCE OF A PUBLIC EMPLOYEE

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

F. PARTICIPATING IN PROCUREMENTS WITH FAMILY

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

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

G. GRATUITIES

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

H. KICKBACKS

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

I. CONFIDENTIAL INFORMATION

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

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

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

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

K. PRIVATE PURCHASES THROUGH CITY FACILITIES

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

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

CHAPTER IV. STATUTORY LAWS AND LEGAL REQUIREMENTS

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

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

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

**Attorney General of Texas
Opinion Committee
209 West 14th Street
Austin, TX 78701-1614**

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

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

LAWS

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

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

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

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

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

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

Prohibited Acts; Penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

G. GOVERNMENT CODE 791 INTERLOCAL COOPERATION CONTRACTS

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

H. GOVERNMENT CODE 2161 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

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

I. GOVERNMENT CODE 2251 PAYMENT FOR GOODS AND SERVICES

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

J. GOVERNMENT CODE 2253 PUBLIC WORK PERFORMANCE & PAYMENT BONDS

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

K. GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES

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

Professional services refer to services that are either:

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

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

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

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

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

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

M. GOVERNMENT CODE 2258 PREVAILING WAGE RATES

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

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

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

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

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

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

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

CITY ATTORNEY REVIEW:

O. CITY ATTORNEY APPROVAL

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

a) Review by the City Attorney

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

b) Previously Reviewed Terms and Conditions

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

c) Contract Review Committee

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

CHAPTER V. PURCHASING THRESHOLDS

A. GENERAL INFORMATION

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

B. REQUEST FOR PURCHASE FORM (REQUISITION FORM)

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

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

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

D. REQUEST FOR AVAILABILITY OF FUNDS FORM (RFAOFF)

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

E. PURCHASE ORDERS

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

F. SEPARATE PURCHASES

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

G. SEQUENTIAL PURCHASES

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

H. COMPONENT PURCHASES

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

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

I. EXPENSES NOT REQUIRING PURCHASE ORDERS

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

J. PURCHASING LIMITS

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

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

CHAPTER VI. PROCUREMENT CARD POLICIES AND PROCEDURES

A. INTRODUCTION

Welcome to the City of Pharr's Procurement Card Program. This program is designed to reduce the flow of paperwork and at the same time provide better controls on all low-dollar purchases made at the department level. The Procurement Card can and may be utilized for larger purchases if approved by the City Manager.

The City of Pharr departments shall provide an opportunity for competitive bidding, on request(s) for informal verbal and/or written bids, proposals, and/or price quotations when the anticipated expense is expected to exceed \$2,000.00. Informal bids, proposals, and/or price quotations may be delivered electronically, by e-mail, fax, phone, by person, and/or courier. Informal price quotes must be listed in the comments area of the transaction detail. In a case of "emergency" the requirement for solicitation for bid(s), proposal(s), and/or request for informal price quotation(s) may be waived by the Department Head at the department level and must be documented accordingly. Departments shall be responsible to ensure compliance with the Purchasing Policies and Procedures Manual (i.e., Insurance Requirements, State and Federal Funding Requirements, etc.)

The success of the Procurement Card Program and its continuing use depends on the participation and cooperation of all City employees that will be issued Procurement Cards. The primary responsibility for ensuring compliance with these Policies and Procedures belongs to the individual Department Heads. Department Heads shall ensure that Assistant Department Head/Division Manager/First Line Supervisors and Cardholders are in strict compliance with this Purchasing Manual.

B. GENERAL INFORMATION

The Procurement Card is a credit tool that is issued by a bank. This credit tool offers an extremely efficient and effective method of purchasing and paying for small dollar items.

In the rare instance that a vendor is not set-up to accept credit-cards, the department has the option of entering a small dollar amount Request for Purchase (Requisition) through the City's Financial Management system (Incode).

The Procurement Card shall enable employees of the City of Pharr to purchase non-restrictive commodities, by telephone, on the Internet, or in person, direct from the vendors. The Procurement Cards shall be issued in the employee's name and the City of Pharr's name shall be clearly indicated on each card.

All purchases made with the Procurement Card shall be paid by the bank that the City of Pharr contracts with for the Procurement Card Service. The Bank on contract will then bill the City of Pharr.

C. PROCUREMENT CARD PROGRAM DESIGNEE(S)

The City of Pharr's Procurement Card Program shall be utilized and/or administered by City employees in one of the following designations:

DEPARTMENT HEAD

The Department Head shall select responsible and trustworthy individuals to participate in the P-Card Program. Department Head (DH) shall select Assistant Department Head (ADH), Division Manager(s), First Line Supervisor(s) and Cardholder(s) to participate in the P-Card Program. In the absence of the DH, he/she may authorize his/her ADH to approve P-Card transactions online and on paper. Under normal circumstances, the DH shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). DH shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. DH shall be responsible to provide sufficient internal department controls with separation of duties to guard against misappropriation of products and/or services. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

ASSISTANT DEPARTMENT HEAD (ADH)/DIVISION MANAGER/FIRST LINE SUPERVISOR

Assistant Department Head/Division Manager(s)/First Line Supervisor(s) shall be selected by their respective Department Head. In the absence of the Department Head, the ADH may authorize and/or approve P-Card transactions. ADH shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). ADH shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. Similarly, ADH, Division Managers, and First Line Supervisors shall be responsible for activity of subordinates. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

CARDHOLDER

Cardholders shall be selected by their respective Department Head. City employees selected to participate as a "Cardholder" shall utilize the Procurement Card as a resource for non-routine purchases of authorized goods and services in strict compliance with the City of Pharr's Purchasing Policies and Procedures Manual. The Cardholder shall approve his/her transaction activity. The Cardholder is responsible for reviewing his/her transactions and shall report any suspicion of fraudulent activity to the Bank on record and to the Purchasing Department. The Cardholder is responsible for resolving disputes and issues associated with his/her P-card transactions. The Cardholder is responsible to review periodic reporting for efficiency purposes.

PROGRAM ADMINISTRATOR (PURCHASING DEPARTMENT)

The Director of Purchasing and/or his/her designated representative shall be the first point of contact for the Department Administrators Assistants regarding the proper use of the Procurement Card. The Program Administrator - Purchasing shall be completely knowledgeable in every aspect of the program and as such shall be responsible for all Cardholders in respect to the proper use of the Procurement Card.

PROGRAM ADMINISTRATOR (FINANCE DEPARTMENT)

The Finance Department shall designate one (1) or more persons as Program Administrators. The Program Administrator – Finance shall be the first point of contact for the Department Administrators Assistants in respect to reconciliation, verification of purchase activities, and/or correct any potential problems in respect to account codes, hierarchy of department account structure, disputes, etc. The Program Administrator - Finance shall be completely knowledgeable in every aspect of the program and as such shall be responsible for the proper training of all Cardholders in understanding and utilizing the reports, statements, reconciliations, etc.

D. SEGREGATION OF DUTIES

To ensure proper internal controls, each department must maintain a separation of duties for the electronic review and approval of all transactions in the P-card program. Cardholder, Department Head and/or Assistant Department Head/Division Manager/First Line Supervisor(s) must approve transactions in the Procurement Card program software. Under no circumstances should the same individual be the reviewer and the approver.

E. RENEWAL OF EXISTING PROCUREMENT CARD

Renewed procurement cards are automatically sent to the Purchasing Department thirty (30) days prior to the expiration date. The Purchasing Department shall notify individuals when cards are available to be picked up.

F. ISSUANCE OF PROCUREMENT CARDS

Cards will be issued in the name of the individual employee and the City of Pharr. Any Department may request a Procurement Card be issued to a full-time regular employee (who has successfully passed his/her introductory period), who has been selected by the Department Head to perform the duties of procuring goods and/or services for that department in strict compliance with the existing Purchasing Policies and Procedures Manual. We caution all Department Heads in their selection of responsible personnel for this program.

G. CRITERIA TO RECEIVE A PROCUREMENT CARD

- 1) Applicant must be a full-time employee of the City of Pharr, with no less than six (6) months of employment (Under special circumstances this requirement may be waived by the City Manager and/or Deputy City Manager, or their designated representative(s).
- 2) Applicant's request for a Procurement Card must be approved by his/her Department Head. (Request for Procurement Card shall be submitted in e-mailing via the application process.)
- 3) Applicant must be assigned to a department Admin Assistant selected by his/her Department Head.
- 4) Each individual cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of the Department Head, Assistant Department Head/Division Manager/First Line Supervisor or Procurement Card Administrator – Purchasing Department.

H. DEPARTMENT HEAD RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) and Department Administrators Assistant (s) comply with the Procurement Card Policies and Procedures as outlined in the Purchasing Policies and Procedures Manual.
- 2) Responsible to give the City of Pharr assurances that the Cardholder(s) are in strict compliance with these Policies and Procedures.
- 3) Responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned in to the Finance Department in an organized and timely manner.
- 4) Responsible to be thoroughly familiar with the program guidelines.
- 5) Responsible for taking disciplinary action when necessary. A copy of the action form shall be submitted to the City Manager and/or Assistant City Manager, as required.
- 6) Responsible for obtaining the Procurement Card from cardholder upon termination of employment (resignation or termination) and returning the card to the Purchasing Department.
- 7) Responsible for obtaining the Procurement Card from cardholder upon transfer to other City of Pharr department, and returning the card to the Purchasing Department.
- 8) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

I. ASSISTANT DEPARTMENT HEAD/DIVISION MANAGER/FIRST LINE SUPERVISOR RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) comply with the Procurement Card Policies and Procedures as outlined in the Purchasing Policies and Procedures Manual.
- 2) Responsible to be thoroughly familiar with the program guidelines.
- 3) Responsible for reviewing transaction activity and support documentation.
- 4) In the absence of the Department Head, is responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned in to the Finance Department in an organized and timely manner.
- 5) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

J. CARDHOLDER RESPONSIBILITIES

- 1) Responsible to ensure that products and/or services are procured in strict compliance with the Purchasing Policies and Procedures Manual.
- 2) Ensure the Procurement Card is used for legitimate City business purposes.
- 3) Ensure that Insurance Requirements are met before services are rendered.
- 4) Responsible to ensure that products and/or services being procured have been delivered and are accounted for.
- 5) Always maintain the Procurement Card in a secure location.
- 6) Must not allow other individuals to use their Procurement Card.
- 7) Must use the Procurement Card within its purchase limits and restrictions.
- 8) Receive and inspect all ordered materials and/or services for discrepancies.
- 9) Obtain, sign, and reconcile all receipts against corresponding weekly report.
- 10) Must match receipts to appropriate transaction(s), indicating proper charge-to account for expenses.
- 11) Must upload scanned receipts to Procurement Card software and check-off transaction approval noting price quotes obtained, charge-to account(s), etc.
- 12) Submit reconciled weekly report to Department Admin Assistants along with receipts, in an organized manner. If receipts are not submitted, justification memo must accompany weekly report.
- 13) Must never accept cash, gift cards, or gift certificates in lieu of credit to the Procurement Card.
- 14) Ensure that Sales Taxes are not charged (cardholder is responsible for obtaining City reimbursement of sales tax)
- 15) Immediately notify to the Purchasing Department and bank institution of a lost or stolen Procurement Card.
- 16) Attempt to resolve disputes or billing errors, if any, with the vendor. The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned in to the Finance Department as soon as possible. Finance will follow dispute procedures.
- 17) Report any erroneous transactions to the Purchasing Department.
- 18) Report/notify fraudulent activity to Purchasing Department.
- 19) Report lost or stolen cards to the Purchasing Department and Bank on record.
- 20) Must return Procurement Card to Department Admin Assistants upon transfer to another department.
- 21) Must return Procurement Card to the Purchasing Department upon resignation/ termination of employment.
- 22) Must request a "new card" and turn-in "existing" Procurement Card if legal name changes. (i.e.: marriage, divorce, etc.).
- 23) Cardholder must mark reviewed for each transaction at least weekly thus indicating the transaction is valid.
- 24) Save all sale(s) receipts, credit-memos, and pertinent documentation.

- 25) If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not possible, details of the purchase must be attached via memorandum (with Department Head signature). The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation may result in disciplinary action.
- 26) The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City P-Card is returned to the supplier. The credited amount will be applied to the cardholder's account. Cash refunds are prohibited.
- 27) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

K. DEPARTMENT ADMIN ASSISTANTS RESPONSIBILITIES

- 1) Coordinate meeting with card holders within the department for reconciling receipts against weekly reports.
- 2) Ensure that all complete and reconciled weekly reports are submitted monthly to the Finance Department for review and reconciliation by scheduled due date.
- 3) Responsible for verifying and/or changing accounting codes for all transactions, when necessary, on the weekly Department reports prior to the cut-off date established by the Procurement Card Program Administrator (Finance)
- 4) Must notify Procurement Card Program Administrator (Purchasing Department) of any purchase violations, lost or stolen cards.
- 5) Must advise Procurement Card Program Administrator (Purchasing Department) to cancel a Cardholder's card (i.e., department transfer, loss of Procurement Card privileges due to misuse/violations, etc.) with the approval of the Department Head.
- 6) Responsible for collecting and turning in "canceled procurement cards" to the Procurement Card Program Administrator (Purchasing Department).

L. PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)

- 1) Responsible for Policy interpretations and/or clarifications.
- 2) Review Procurement Card applications turned in by the Departments for completeness of required information.
- 3) Approve application(s), request new, renewal, or replacement Procurement Card(s), and disburse upon receipt.
- 4) Responsible for training, as to the proper use of the Procurement Card, Department Admin Assistants and Cardholder(s) before releasing Procurement Cards.
- 5) Responsible for having all Cardholders sign the Cardholder Agreement(s) signifying agreement with the terms of the Procurement Card Program.

- 6) Responsible for securing all canceled Procurement Cards and advising Bank (electronically).
- 7) Responsible for updating Procurement Card system, assigning access and removing users as necessary.
- 8) Responsible to maintaining Procurement Card Policies and Procedures updated.

M. PROGRAM ADMINISTRATOR FINANCE DEPARTMENT RESPONSIBILITIES

- 1) Responsible for the training of all Department Admin Assistants and Cardholders in the proper way of reconciling and properly coding all transactions against weekly reports.
- 2) Understanding the electronic media that the City will use to communicate with the Bank on contract. Be familiar with all report formats to be used with the program.
- 3) Responsible for reconciling weekly transactions totals to Bank statement.
- 4) Responsible for advising of cut-off date for approvals and/or changes to default account code changes.
- 5) Notify the department when approved monthly department statements are not received. Responsible for preparing bill for payment to the Bank on contract.
- 6) Responsible for reconciling the hard copy of the bank's bill against the bank's electronic file and to the transaction totals posted to the City's Financial Management system.
- 7) Responsible for establishing hierarchy of department account code structure.
- 8) Responsible for providing charge to chart of accounts for each respective department.
- 9) Keep all necessary documentation in respect to all transactions for audits by the internal and external auditors.
- 10) Report P-Card misuse to the Finance Director and cc to the Purchasing Department

MI. PROHIBITED USES OF PROCUREMENT CARD

Resulting in Disciplinary Action (only City Manager and/or Assistant City Manager can waive any of these prohibited uses).

- 1) The Procurement Card is used for personal or unauthorized purposes.
- 2) The Cardholder receives cash, gift cards, or certificates in lieu of credit.
- 3) The Cardholder purchases gift cards without proper written approval unless approved, in writing, by the City Manager and/or Assistant City Manager.
- 4) The Cardholder purchases gifts for employee annual events, promotional events, and/or Retirement parties, luncheons, or dinner.
- 5) The Cardholder allows the card to be used by another individual for valid purchases.
- 6) The Cardholder splits a purchase to circumvent the card limits.
- 7) The Cardholder uses another Cardholder's card to circumvent the authorized purchase limits assigned to either the Cardholder or the limitations of the Card.

- 8) The Cardholder fails to ensure the receipt of products and/or services procured with their card have been delivered and are accounted for.
- 9) The Cardholder refuses and/or fails to provide Department Administrator Assistant with required receipts.
- 10) The Cardholder refuses and/or fails to provide information about any specific purchase.
- 11) Sponsorship(s)/donation(s) are prohibited.

O. DISCIPLINARY ACTION

Disciplinary actions shall be in conjunction with the Personnel Policy Manual.

P. P-CARD SAFEGUARDING PRACTICES

It is the cardholder(s) responsibility to safeguard the p-card.

Tips to Safeguarding the P-Card:

- Keep a record of your account number, expiration date and phone number to report fraud in a secure place.
- Do not allow anyone to use the card on your behalf.
- Do not give your account number to anyone over the phone unless you've confirmed they are a reliable source. If you've never done business before with an entity, conduct an on-line research prior to making a transaction.
- During a transaction, keep your eye on the card and ensure you get it back before you walk away.
- Keep the P-card in a safe place and only carry it with you when you need it.
- Draw a line through any blank spaces on the receipt.
- Reconcile all receipts.

Q. PROCUREMENT CARD EMPLOYEE AGREEMENT (ATTACHMENT "A")



PROCUREMENT CARD EMPLOYEE AGREEMENT

The City of Pharr is allowing you the privilege of being presented with a Procurement Card. This privilege represents trust in you as a responsible agent of the City capable of protecting the City's assets.

I, {type name} _____, Employee # _____ on this the ____ day of _____, 20__, as a cardholder, agree to comply with the terms and conditions of this Agreement, Procurement Card Policies and Procedures as well as the Purchasing and Contracting Policies and Procedures. I understand that the Procurement Card limit per transaction shall be \$2,000.00 or less. I also understand that I am not to split any transaction(s) in an attempt to circumvent the single transaction limit. I also understand that all transactions with a potential of exceeding \$2,000.00 must be submitted to the Purchasing Department on a Purchase Requisition.

I acknowledge that I have received orientation in respect to the Purchasing Department Policies and Procedures and the Procurement Card Policies and Procedures.

I acknowledge that I have received training in the proper use of the Procurement Card.

I acknowledge that the Procurement Card will not affect my personal credit rating.

I acknowledge that the City of Pharr may terminate my right to use this card at any time for any reason.

I further acknowledge that I understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize the City of Pharr to deduct from my salary an amount equal to the total of the discrepancy. I also allow the City of Pharr to collect any amounts owed by me even if the City of Pharr no longer employs me.

I agree to return the card to the City of Pharr immediately upon request or upon termination of employment.

I acknowledge receipt of said Agreement and confirm, by my original signature below, that I am in full understanding of all requirements, term and conditions, in respect to the Procurement Card Program.

Cardholder:

Procurement Card Administrator

Signature: _____

Signature: _____

Type Name: _____

Name: _____
Purchasing Director

Department: _____

Date: _____

R. APPLICATION FORM FOR A PROCUREMENT CARD (ATTACHMENT "B")



APPLICATION FORM FOR A PROCUREMENT CARD

THIS FORM REQUIRES A SIGNATURE BY RESPECTIVE DEPARTMENT HEAD. THIS APPLICATION FORM MUST BE PROPERLY FILLED OUT TO ITS ENTIRETY. EACH APPLICATION FORM SHOULD REFLECT ONLY (1) ONE EMPLOYEE PER FORM (SELECTED BY THE DEPARTMENT HEAD). INCOMPLETE FORMS OR FORMS SUBMITTED WITHOUT DEPARTMENT HEAD SIGNATURE ARE **VOID AND SHALL BE DISCARDED**. SELECTED EMPLOYEE MUST BE A FULL-TIME REGULAR EMPLOYEE (EMPLOYED FOR AT LEAST 6 MONTHS). **(ALL FORMS ARE TO BE SUBMITTED ELECTRONICALLY).**

DATE: _____

Name of Employee designated as Department Cardholder (type): _____

Employee #: _____ Employee's Position/Title: _____

Department/Division _____ Dept./Div. Acct # _____

Employee's length of employment months/years: _____ Phone #: _____

Employee Signature: _____ Date: _____

Monthly P-Card Limit: _____ \$3,000 _____ \$5,000 _____ \$7,000 _____ \$10,000 Specify Other Amount \$ _____

Department Submitting Request: _____

Department Telephone Number: _____ (956) _____ Department Name (Type) _____ Ext. _____

Name of Department Head submitting application: _____

Department Head Name (Type) _____

Department Head's signature: _____ Date: _____

Purchasing Department Use Only

Date Received: _____ Entered Card Request: _____

Card Number Assigned: _____

Hierarchy Assigned: _____

Date Card Received: _____ Processed By: _____

Cardholder Signature: _____ Date Card P/U: _____

CHAPTER VII. PURCHASE ORDER PROCESS

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

A. REQUEST FOR PURCHASE FORM (REQUISITION)

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

B. PURCHASE ORDER

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

C. RECEIVING AND INSPECTION

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

Inspection should include verification of:

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

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

Non-Compliant Deliveries:

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

D. PURCHASE ORDER PAYMENT PROCESS

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

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

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

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

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

Other times when the Act provides exceptions are:

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

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

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

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

E. INVOICES

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

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

F. CONSTRUCTION PAY APPLICATION

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

G. PROFESSIONAL SERVICES PAY APPLICATION

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

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

CHAPTER VIII. SOLICITATION PROCESS

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

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

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

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

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

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

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

D. FORMAL (GREATER THAN \$50,000.01)

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

Below is a more detailed description of the Formal Solicitation process:

E. REQUIREMENTS UNDER STATE LAW

The Texas Local Government Code requires that before a municipality may enter into a contract that requires an expenditure of more than \$50,000.00 from one or more municipal funds, the municipality must comply with the procedure prescribed by Chapter 252.021 for competitive sealed bidding or competitive sealed proposals. The municipality may also elect to comply with a method described by Chapter 2269 Alternative Procurement methods

F. ADVERTISING AND ADVERTISING TIME REQUIREMENTS

Authorization to post/advertise a solicitation must be obtained from the City Commission. Section 252.041 of Chapter 252 requires that the solicitation be advertised publicly with notice of the time and place at which the bids will be publicly opened and read aloud. The public notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality that is listed as the City's paper of record (Advance News). The date of the first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. In addition to the paper of record, the City, at its option, may also advertise online and with other publications and/or organizations. In addition, the advertisement for competitive sealed bids and the advertisement for competitive sealed proposals shall be handled in the same manner.

G. BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS

All solicitations for competitive sealed bids and/or competitive sealed proposals must include a set of complete and detailed specification requirements of the item(s) and/or services to be purchased. THE CREATION OF THE SOLICITATION REQUIREMENTS IS THE SOLE RESPONSIBILITY OF THE REQUESTING DEPARTMENT. The Purchasing Department will assist the requesting department in any way necessary but will not be responsible for the final content of the solicitation document(s). The Purchasing Department shall be responsible for all remaining sections of the solicitation document including bid/proposal form, terms, conditions, and document requirements including any legal terminology required by law.

Vendors can be consulted as a source for technical specifications and/or pictured literature information as long as they are advised that a formal sealed bid/proposal process will be used, and the vendor cannot be treated with any type of favoritism. Solicitation documents and/or specifications used by other governmental entities or sources is also acceptable, and therefore, can be contacted if needed for assistance. In addition, the Purchasing Department can be contacted as a resource for providing assistance with regards to previously used specifications or research guidance.

To assure fair and competitive bids/proposals, brand names should not be used in specifications unless it is made clear to each bidder/respondent that the brand name is being used for reference only. This can be accomplished by adding an "or equal" statement behind the brand name. This statement will indicate to the bidder that other brand names will be considered if they offer specifications that are equal to or better than the specifications listed in the solicitation document. Brand names can be specified, as the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts or equipment. Brand names can also be specified, when there are multiple dealers and/or distributors that can bid the brand being specified.

An approved Request for Availability of Funds (RFAOFF) form and Request for Purchase (Requisition) form must be submitted to the Purchasing Department for all formal solicitation for bids/proposals. The requisition must include the funding account number and budgeted amount authorized for the purchase. The requisition along with the specifications should be submitted for approval as called for in the Purchasing Policies and Procedures Manual. WITHOUT THE AUTHORIZED APPROVALS INDICATING SUFFICIENT FUNDS ARE AVAILABLE, THE PURCHASING DEPARTMENT WILL NOT PROCEED WITH THE SOLICITATION PROCESS. ANY UNBUDGETED SOLICITATIONS SHALL REQUIRE THE CITY MANAGER(S) WRITTEN APPROVAL.

H. BID PREPARATION AND ADMINISTRATION

All solicitation documents for competitive sealed bids and/or competitive sealed proposals will be preliminarily prepared by the requesting department and sent to the Purchasing Department for posting. All projects that involve engineering and architectural design services shall be channeled through the City Engineer. The City Engineer shall be responsible to provide all necessary solicitation documents to the Purchasing Department.

I. THE PURCHASING DEPARTMENT IS RESPONSIBLE FOR COORDINATING ALL DATES FOR ADVERTISEMENTS, PRE-BID CONFERENCES, PRE-PROPOSAL CONFERENCES, BID OPENING DATES, PROPOSAL OPENING DATES, AND DEADLINE DATES. THE PURCHASING DEPARTMENT IS RESPONSIBLE FOR POSTING SOLICITATION DOCUMENTS, SENDING OUT SOLICITATION INVITATIONS, AND POSTING ANY RELATED ADDENDUMS ON THE CITY'S BIDDING PORTAL (WEBSITE). ON FORMAL SOLICITATIONS, A PROJECT NUMBER WILL BE ASSIGNED. THE PURCHASING DIRECTOR OR HIS/HER DESIGNEE OR THE DESIGNEE ASSIGNED TO THE PROJECT WILL BE RESPONSIBLE FOR THE BID/PROPOSAL OPENING AND READING OF THE BIDS/PROPOSALS RECEIVED (IF A DEADLINE DATE IS SET, NO FORMAL READING WILL TAKE PLACE). ONCE A COMPLETE AUDIT AND BID TABULATION IS COMPLETED BY THE PURCHASING DEPARTMENT, THE TABULATION ALONG WITH A MEMO REQUESTING A DEPARTMENT RECOMMENDATION WILL BE SENT OUT TO THE REQUESTING DEPARTMENT. ALL BIDS/PROPOSAL RESPONSES SHALL BE AVAILABLE ON THE CITY'S BIDDING PORTAL (WEBSITE) FOR REVIEW BY THE REQUESTING DEPARTMENT. WHEN ALL BIDS/PROPOSALS HAVE BEEN REVIEWED, THE REQUESTING DEPARTMENT WILL BE RESPONSIBLE FOR SUBMITTING TO THE PURCHASING DEPARTMENT, A WRITTEN RECOMMENDATION FOR AWARD OF CONTRACT, ALONG WITH BACKGROUND WORDING TO BE INCLUDED IN THE AGENDA PACKET TO THE CITY COMMISSION. THE REQUESTING DEPARTMENT IS RESPONSIBLE TO PREPARE THE AGENDA ITEM IN CIVIC CLERK FOR REVIEW AND CONCURRENCE BY THE PURCHASING DEPARTMENT. THE PURCHASING DEPARTMENT MAY PROVIDE GUIDANCE AS NECESSARY. PRE-BID/PRE-PROSOSAL PROCEDURES

- 1) The Purchasing Director or his/her designee or the designee assigned to the project shall conduct the pre-bid/pre-proposal conference.
- 2) The requesting Department Head or his/her designee is required to attend the meeting. The department representative shall be knowledgeable of the solicitation documents and shall be prepared to answer all questions that pertain to the specifications.
- 3) If a contracted consultant is involved with the project, they are required to have representation available at the pre-bid/pre-proposal conference. Depending on the project at hand the consultant may be asked to take lead. If an Addendum is necessary, consultant is responsible to draft the Addendum for review and concurrence by the City.

- 4) Typically, these meeting(s) are informal by nature, held to allow any interested concerns to ask any questions regarding the project at hand. Formal changes are sent out via an Addendum. Addendum(s) are posted on the City's Bidding Portal (website)
- 5) Attendees are asked to introduce themselves and a sign-in sheet is passed around.
- 6) A general overview of the project is given, the documents are outlined, and the floor is opened for questions. Attendees are asked to post their questions on the City's Bidding Portal (website) for an informal response. Formal changes to solicitation documents are released through issuance of an Addendum.

J. "SINGLE BID POLICY" (APPLICABLE TO BID/PROPOSAL/STATEMENT OF QUALIFICATION)

It shall be the City of Pharr's "Single Bid Policy" that upon receipt of a "Single" bid, proposal, or statement of qualification submittal to automatically reject and reschedule solicitation dates. If the second time the City solicits for the same project, we receive for a second time a "Single" bid, proposal, or statement of qualification the Purchasing Department shall open, tabulate, and consider the response for possible award of contract.

If the Requesting Department(s) has/have an urgent need for the project, the Department Head may visit with the City Manager providing his/her justification and request the City Manager's authorization to open, tabulate, and consider the "Single" bid, proposal or statement of Qualification. The City Manager may or may not elect to present the "Single" bid to the City Commission at their regularly scheduled meeting for this determination. If the City Manager elects to present the "Single" bid, proposal or statement of qualification response to the City Commission, the submittal shall be opened, and consideration may be given to award a contract at their level (on the same date) or the Commission may direct staff to review and present a recommendation in a subsequent meeting.

K. BID/PROPOSAL OPENING PROCEDURES

Receiving competitive sealed bids and proposals must be done properly in order to ensure that no possibility of favoritism or even the appearance of favoritism exists.

Each bid or proposal must be turned in to the Purchasing Department in a sealed envelope, with the bid/proposal project identification number noted on the outside of the envelope/box. Only one bid/proposal should be submitted per envelope. If more than one bid/proposal is to be submitted, it is required that the vendor/respondent use separate envelopes for each one. The bid/proposal envelope/box should also bear the name of the respondent and the title of the project on the outside of the envelope/box. Upon receipt from the City the bid/proposal envelope/box should be initialed by recipient, time, and date stamped in the designated office as soon as it is received. The bid/proposal envelope should then be filed unopened together with the other bids/proposals for the same project number.

- 1) Bids/proposals are opened on the date and at the hour specified at the place named in the invitation published or as may be changed through formal Addendum. At specified

bid/proposal closing time, a password-enabled employee in the Purchasing Department will open (unlock) the bids/proposals, a preliminary bid/proposal tabulation will be displayed electronically. The Purchasing Department staff shall download and print all bids/proposals and the bid/proposal tabulation summary assembled by City's service provider or purchasing staff. The printing of all bids/proposal shall occur in a controlled environment in the Purchasing Department. A bid/proposal submitted non-electronically within the bidding period will be considered as per the bid and proposal document terms and conditions. Vendors and the public are invited and encouraged to attend the bid/proposal opening. In case no observers attend the bid/proposal opening, the Purchasing Department always extends the invitation to the requesting department to send a member of their staff to witness the opening.

In order to establish a standardized format of bid/proposal openings the following procedures should be followed:

- 1) The Purchasing Director or his/her designee or the designee assigned shall conduct the bid/proposal opening(s). If a contracted consultant is involved with the project, they may be asked to conduct the bid/proposal opening(s).
- 2) In addition to the Purchasing Director or his/her representative, there will be at least one (1) other City employee from the requesting department.
- 3) All attendee(s) are asked to sign-in.
- 4) Purchasing staff will then open and read aloud all bid/proposal responses received by closing time and date to any interested parties present at the bid/proposal opening (Company names shall be read for proposals or statements of qualifications).
- 5) The recorder will document all information that is read at the bid/proposal opening and will confirm by tabulating all responses completely and truthfully.
- 6) At bid/proposal openings, the requesting department representative will act as the witness that all bids/proposals were read.
- 7) After award by City Commission, the City will post award tabulation on the Bidding Portal (website)

L. BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS

The requesting department is primarily/solely responsible for reviewing the respondents' offer(s). Requesting department is responsible to review all submittals, specifications offered in each bid/proposal to ensure the specifications/submittals meet the bid/proposal requirements. The requesting department must provide a review of any bid/proposal that did not meet the specifications. If recommending other than the low bid, the requesting department must provide written justification for their recommendation.

If the competitive sealed bidding requirement applies to the contract for goods or services, the bid/proposal offered meets the specifications requested, the recommendation may then be made based on the procedures set out in the State of Texas Local Government Code Chapter 252, Sub

Chapter C, 252.043. Under this chapter entitled Award of Contract, the City may award the contract based on:

Sub-section (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or the bidder who provides goods or services at the best value for the municipality.

Sub-section (b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contacting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

Sub-section (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Sub-section (f) The Governing body may reject any and all bids.

Sub-section (g) A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

Sub-section (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

M. COMPETITIVE SEALED PROPOSALS

Municipalities may use the Competitive Sealed Proposal procedure for high technology procurements. Local Government Code 252.021. High technology procurement is defined as the procurement of equipment, goods, or services of a highly technical nature, including, but not limited to: data processing equipment, software, and firmware used in conjunction with data processing equipment, telecommunications equipment, radio and microwave systems, and electronic distributed control systems (including building energy management systems), and technical services relating to such items.

Notice requirements for high technology proposals are the same as for general contracts. Requests for Proposal(s) solicitation documents must solicit proposals and must specify the relative importance of price and other evaluation factors. Evaluation factors and point scheme must be incorporated into the solicitation document. The City may hold discussions with respondents who submit proposals and are determined to be responsibly qualified for the award of the contract. Each respondent must be treated fairly and equally with respect to any opportunity for discussion and revision.

Proposals are evaluated one against the other, and then initially ranked. The proposals are then negotiated, and re-ranked. Further negotiations will be required, and a final recommendation is to be made to the City Commission for final award (formal solicitations). A department head or his designee may meet in private session with each proposer and negotiate for exactly what is needed. Negotiations are not limited to one meeting.

Offers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the final offers, revisions may be permitted after submissions and before the award of the contract. Throughout the proposal process, information identified by the vendor as trade secrets or proprietary information, and contained in the proposals, must be kept confidential by law.

After proposals are received, the City may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best possible proposal for each vendor.

N. PROJECT NUMBER SEQUENCES

Prior to 2018 the bid/project number consisted of four (4) sections totaling 13 digits. The first section consisted of four digits indicating the fiscal year. The second section consisted of two digits indicating the fund. The third section consisted of three digits identifying the requesting department's departmental account number. The last section consisted of the number of bids the City as a whole has managed throughout the fiscal year. The City Clerk's office was responsible for assigning the bid/project number to the requesting department.

The Purchasing Department is now responsible for assigning bid/project number(s).

Project numbers shall be assigned in the following manner, the first section four digits Fiscal Year i.e.: 2021. Second section two digits Fund i.e.: 01. Third section is the Department Number ie:517. The four section is the type of Project and sequence i.e.: P-Purchase, S-Service, SP-Supply, C-Construction, IPQ- Informal Price Quote. Last section is the number of invitations sent. Example 1819-01-C001-115 which represents FY18-19, bids opened in January of 2019, this is the 1st construction project in fiscal year 18-19 and 115 invitations were sent out.

O. BID/PROPOSAL DISCREPANCIES AND DISQUALIFICATIONS (TECHNICALITY)

There are several reasons that require a bid/proposal to be disqualified. These reasons are as follows:

- 1) Any bid/proposal received that is not signed by an authorized company representative.

- 2) Any bid/proposal received that did not return required information such as addendum(s), contractors' statement of qualifications, or required certifications. This requirement may be waived as a technicality but must be approved, in writing, by the City Manager and City Attorney's office.

P. BID DISCREPANCIES AND DISQUALIFICATIONS (NON-RESPONSIVE)

- 1) Any bid/proposal received that did not return required information such as a bid/proposal bond.
- 2) Late bid/proposal or request for statement of qualifications.
- 3) Any bid/proposal with a mathematical discrepancy.
- 4) Bids/proposals where prices are conditional on award of another bid, bids/proposals subject to minimum order quantities, or when prices are subject to unlimited escalation or "all or none" clauses. If allowed by the specification, prices may be subject to escalation based on an independent wholesale or specified published index. (e.g., for oil and gas products, the net terminal price or current Oil Price Information Service index.)

Q. REJECTION OF BIDS, PROPOSALS, AND/OR STATEMENTS OF QUALIFICATIONS

The City of Pharr reserves the right to refuse and reject any or all bids, proposals, and/or statements of qualification, with or without cause, to waive any or all formalities, or technicalities, and to accept the bid, proposal, and/or statement of qualification to be the best and most advantageous to the City.

The City Commission may "Reject" of all bids, proposals, and/or statements of qualification for projects in excess of \$50,000.01. The City Commission may delegate the "Rejection" of all bids, proposals, and/or statements of qualification to the Purchasing Agent for projects less than \$50,000.00.

R. AGENDA REQUIREMENT RESPONSIBILITIES (ALL CAPITAL PURCHASES/PROJECTS)

All capital outlay item(s)/capital asset(s) to be purchased by the City must be submitted to the City Commission for approval. During the budget process, all capital item(s)/capital assets are budgeted and approved by the City Commission during the budget approval process. Any capital item(s)/capital asset(s) needed after the adopted budget process must be submitted to the City Commission (budget amendment process) for approval after ensuring adequate funds are available. Approval/adoption of the budget does not authorize or establish contract(s), agreement(s), or automatic contract extensions. Expenses exceeding \$50,000.01 require City Commission action.

The City Commission must approve, in advance, all capital expenditures for \$50,000.01 or more if the City Administration proposes to award the **bid to other than the low bidder meeting specifications**.

Any commitment(s), regardless of dollar amount, which require(s) a signed agreement, must be presented to the City Commission for official approval (City Attorney must pre-approve draft agreement).

S. BID/PROPOSAL TABULATIONS

Bid/Proposal tabulations shall be posted on the City's Bidding Portal (website). Award information shall be posted on the City's Bidding Portal (website).

T. RELEASE OF BID/PROPOSAL INFORMATION

All requests for historic information concerning a bid/proposal solicitation, specification requirements or other matters relating to bids/proposals of the City can only be conveyed via an open records request and should be made through the City Clerk's Office PIR process. All open records request forms are to be kept and filed in a manner that makes retrieval of the information that was requested and the information that was returned easily accessible.

U. BONDING REQUIREMENTS

To ensure that the successful bidder will enter into a contract with the City and complete the project as defined by the bid/proposal solicitation/specifications, bidders/respondents may be required to provide the City with surety bonds guaranteeing successful completion of the contract. There are three (3) types of surety bonds commonly used with City contracts; the bid/proposal bond, performance (and maintenance) bond, and the payment bond. A surety is a firm (usually an insurance company) that will guarantee that the bidder/respondent will perform as defined by the specifications. The City will only accept corporate sureties as bonding entities. Only Surety Companies licensed to operate in the State of Texas shall be acceptable. Personal sureties are unacceptable.

V. BID BOND/PAYMENT BOND/PERFORMANCE BOND

It is the City's option whether or not to require bidders/respondents to provide the City with a bid/proposal bond along with their bid/proposal submissions. State statutes do not address bid bonds for Municipalities.

The City of Pharr shall require a five (5) percent bid/proposal bond on projects for which the City solicits competitive sealed bids and/or proposals in order to deter the receiving of frivolous bids/proposals and to assure the City that the recommended bidder/respondent will enter into a contract with the City if tendered and shall comply with all specifications and/or delivery dates.

Construction Contracts (Heavy and Highway, Above-Surface Structures):

The City of Pharr shall require a five (5) percent (%) bid/proposal bond on all construction contracts that equal to or exceed \$50,000.01. All bid/proposal bonds for construction project(s) shall be in the form of a Cashier's Check or a Surety Bond issued by a Surety Company licensed to operate in the State of Texas. Original Bid/Proposal bond(s) must be submitted with the bid/proposal response. The City reserves the right to require five (5) percent (%) bid/proposal bonds on constructions projects under \$50,000.00, but more than \$25,000.00. Bid/Proposal bonds shall be returned to all unsuccessful bidders/respondents. Bid/Proposal bond shall be returned to successful bidder/respondent upon execution of a contract.

Procurement of Rolling Stock

The City of Pharr shall require a five (5) percent bid/proposal bond to be submitted within ten (10) working days after official award of Purchase Contract for all Procurement(s) of Rolling Stock over \$50,000.01. All bid/proposal bonds provided to the City of Pharr shall be in the form of a Cashier's Check or a Surety Bond issued by a Surety Company licensed to operate in the State of Texas. No other forms of bid/proposal bonds shall be accepted. Bid/Proposal bond requirements shall not apply to Cooperative Contract purchases. Upon complete performance of contract, bid/proposal bond shall be returned to vendor(s).

Procurement of Equipment or High Technology Procurement(s)

The City of Pharr shall require a five (5) percent (%) bid/proposal bond on all High Technology procurement contracts that equal to or exceed \$50,000.01. All bid/proposal bonds provided to the City of Pharr shall be in the form of a Cashier's Check or a Surety Bond issued by a Surety Company licensed to operate in the State of Texas; bond must be submitted with the bid/proposal. No other forms of bid/proposal bonds shall be accepted. Bid/proposal bond requirements shall not apply to Cooperative Contract purchases. Upon complete performance of contract, bid/proposal bond shall be returned to vendor(s).

Procurement of Professional Services, Service Contracts, Supply Contracts, and some Construction related Services

The City of Pharr shall **not** require five (5) percent (%) bid bonds for Procurement of Professional Services, Service Contracts, Supply Contracts, and some Construction related Services such as: Janitorial Services, Uniform Cleaning Services, Weedy Lot Mowing, Various Types of Concrete Work, Striping Contracts, Flat Tire Repair, Supply Contracts for the Purchase of Tires, Janitorial Products, Traffic Control Products, Safety Boots, etc., as these items and/or services are typically ordered, purchased, and paid for on an "as needed" basis.

Special Circumstances:

The City of Pharr reserves the right to require bid/proposal bond(s) in amounts greater than five (5) percent (%) and/or to designate a specific dollar amount as a bid/proposal bond for projects not specifically outlined above (i.e., Fire Apparatus, Concessionaire Contracts, Revenue Generating Contracts, Sales Contracts, etc.)

Bid/Proposal bonds are issued by a Surety financially guaranteeing that the successful bidder/respondent will enter into an agreement with the City to perform the project or provide the service(s) as defined by the specifications/solicitation document(s). The City requires that the bid/proposal bond be accompanied with an appropriately completed "Power of Attorney" executing the bid/proposal bond for the bidder/respondent. As an alternative, the City may accept a cashier's check, with the City named as payee, to be held in escrow until the successful bidder signs and enters into the City's contract (in the case of a construction contract). In the case of Purchase, Sales, or other types of contracts the bid/proposal bond may be held until complete delivery and/or performance of the project is completed.

BID BOND AMOUNT: Typically, the bid/proposal bond (or cashier's check) is five percent (5%) of the total amount bid/proposed.

PUBLIC WORK CONTRACT: Is defined in Government Code 2253 it is generally understood to mean means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work i.e.: construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. Contracting for demolition of real property would also fall under this definition.

BONDING

By State Statute, any person, persons, firm, or corporation (prime contractor) entering into a contract with the City for the construction, alteration or repair of any public building or prosecution of completion of any public work, shall be required before commencing such work, to provide the following bonds, issued by a corporate Surety duly authorized and licensed to do business in the State of Texas in excess of \$100,000.00 must provide a Performance bond, and a Payment bond if the contract amount is in excess of \$50,000.01.

W. PERFORMANCE BOND

Performance bonds financially guarantee that once the successful bidder enters into a contract with the City to perform work, the contractor will complete the project. All performance bonds provided to the City of Pharr shall be in the form of a Surety Bond issued by a Surety Company licensed to operate in the State of Texas; bond must be submitted during contract execution stage. No other form performance bond(s) shall be acceptable. Original Performance Bond shall remain on file in the Purchasing Department (bond is not returned to vendor(s)/contractor).

PERFORMANCE BOND AMOUNT: Performance bonds must be written for one hundred percent (100%) of the total awarded contract price.

X. PAYMENT BOND

A payment bond will pay any outstanding bills for labor, materials, and supplies used in the City's project from the contractor's subcontractors and suppliers should the prime contractor default on their payment. All payment bonds provided to the City of Pharr shall be in the form of a Surety Bond issued by a Surety Company licensed to operate in the State of Texas; bond must be submitted during contract execution stage. No other form payment bond(s) shall be acceptable. Original Payment Bond shall remain on file in the Purchasing Department (bond is not returned to vendor(s)/contractor).

PAYMENT BOND AMOUNT: Payment bonds must be written for one hundred percent (100%) of the total awarded contract price.

Y. MAINTENANCE BOND

Maintenance bonds financially guarantee that the Contractor will maintain and keep in good repair the work contracted to be done and performed from the date of acceptance of the work by the City

for a predetermined period of time (typically 1-yr). For public works projects, the bond would also include any necessary back filling that may arise because of sunken conditions in ditches.

The maintenance bond is designed to provide financial protection to the City for all defective conditions arising by reason of defective material, work, or labor performed by the Contractor. In the event the Contractor does not fulfill its maintenance obligation, the bonding company will pay to maintain the project as defined in the contract specifications.

Z. CHANGE ORDERS

INFORMAL (UP TO \$2,000.00)

The department head has the authority to accept change orders on purchase, service, supply, or construction projects not to exceed overall single transaction limit of \$2,000.00 or less.

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

The Purchasing Director has the authority to accept change orders on purchase, service, supply, or construction projects not to exceed overall single transaction limit greater than \$2,000.01 and less than \$25,000.00 (excludes change orders for projects that were previously authorized by City Commission).

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

The Deputy City Manager has the authority to accept change orders on purchase, service, supply, or construction projects not to exceed overall single transaction limit greater than \$25,000.01 and less than \$50,000.00 (excludes change orders for projects that were previously authorized by City Commission).

FORMAL (GREATER THAN \$50,000.01)

After awarding contracts, in excess of \$50,000.01 (by the governing body) all change order requests to increase or decrease such contracts, regardless of dollar amount must be presented to the City Commission for approval (includes changes in number of days to complete the project).

After awarding a public works (construction) contract, the governing body may make changes to plans, specifications, time, and/or quantities if necessary, but the total contract amount may not be increased unless the increase will be paid from current funds or is provided for by issuing debt. If a change order involves a decrease or an increase of \$50,000.01 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. No increase of more than twenty-five (25) percent (%) of the original contract amount may be made, and the contractor must agree, in writing, to any decrease in the contract amount that is more than twenty-five (25) percent (%).

CHAPTER IX. PROCUREMENT OF PROFESSIONAL SERVICES

All Professional and Consulting Services must be procured in accordance with Chapter 252 of the Texas Local Government Code, Chapters 2254 and 2269 of the Texas Government Code, as well as other applicable law, as amended.

A. POLICY

It shall be the policy of the City of Pharr to develop and follow a qualifications-based selection procedure, that complies with Federal, State, and Local laws, rules and regulations, when procuring Professional and Consulting services. These qualifications-based selection procedures shall require that a contract for professional and consulting services be awarded pursuant to a fair and open process based on qualifications and demonstrated competence. The fees for such services shall be established following selection of a firm through a negotiation process to determine a fair and reasonable price. Final contract negotiations exceeding \$50,000.01 shall require City Commission approval.

B. OBJECTIVE

It shall be the objective of the City of Pharr to select professional and consulting services based on competence and qualifications to perform the services needed, and to negotiate fair and equitable fees by utilizing solicitation and selection procedures that are professionally acceptable and that ensure open and free competition, so as to avoid any suggestion of unfair or unethical conduct.

C. PROCEDURES PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR LAND SURVEYOR

Pursuant to Government Code Chapter 2254, Subchapter A. Professional Services, Consultants shall be engaged on the basis of their qualifications and demonstrated competence to perform the services, with fees to be determined through negotiations following selection (professional fees under the contract may not exceed any maximum provided by law).

Formal solicitation for statements of qualifications shall be requested from a number of sources. Public announcements (Requests for statements of Qualifications - RFQ) shall be advertised, two (2) publications a week apart, in a newspaper of general circulation. The Public announcement shall be posted on the City of Pharr's website/portal. The public announcement shall include such information as the deadline date and time for submitting response, information regarding where a complete solicitation document can be obtained, a brief description of the services being requested, proposed project, and its location. Notice regarding Requests for statements of Qualification(s) shall be e-mailed to those consultants that are registered on the City of Pharr's list of potential sources.

D. EVALUATION CRITERIA (RFQ)

The Request for statements of Qualifications document shall incorporate the evaluation criteria and weight factors to be utilized by the Evaluation Committee in the review and recommendation.

The following are some example criteria:

- 1) Demonstrated competence on previous projects done for the City of Pharr;
- 2) Recent experience on other municipal projects comparable to the one being solicited;
- 3) Key personnel's professional background, caliber and availability for the proposed project.

E. SELECTION PROCEDURES

The City Manager or his designated representative shall assign the task of evaluating all the respondent's submittals to an evaluation committee comprised of no less than three (3) City employees. The employees making up the committee shall be those employees designated by the City Manager i.e., Deputy City Manager, City Engineer, Public Works Director, Public Utilities Director, Development Services Director and/or any additional member selected by the City Manager that can relate to and understand the entire scope of the project being proposed.

The evaluation committee shall assess weight factors to each of the approved factors. The evaluation committee shall work independent from each other in the first phase of the evaluation process. The evaluation committee shall then proceed to coordinate their weight factors aggregately.

Based on the committee's review, it is expected that several firms may be short-listed for further consideration and may be required to submit supplemental information. The three (3) respondents with the greatest number of points (weight factors) will make up the short list. This short list shall be submitted to the City Commission or the City Manager, as applicable, along with a written recommendation stating that the short list represents those consultants that best meet the qualifications and demonstrated competence. Additionally, after review of the findings of the committee selected by the City Manager, selected firms may be required to make a formal presentation before the Mayor and City Commission. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFQ. However, the City of Pharr reserves the right to conduct interviews with and request presentations from any respondents.

The City Commission or City Manager, as applicable, may accept any of the proposed consultants or reject all and give authorization to the City Engineer to proceed with contract negotiations with the selected consultant.

Upon award by the City Commission or City Manager, as applicable, the City will enter into contract negotiations with the selected firm(s) for the purpose of reaching an agreement. If negotiation efforts are successful, a contract will be executed with this firm for the required services. If negotiations are unsuccessful, the City will terminate negotiation efforts formally and will open negotiations with next firm. This process will continue until negotiation efforts are successful. The City Commission decision will be final.

F. SCOPE OF SERVICES

The City Engineer shall proceed in providing the selected consultant with a "Scope of Services". This shall be a very important step towards reaching a complete and mutual understanding of the scope of services to be provided for the project. The scope of services shall be sufficiently detailed so that the selected consultant can make and submit a reasonable cost estimate to the City of Pharr.

The scope of services that will be provided to the selected consultant by the evaluation's committee may include but not be restricted to the following:

- 1) Design schedule
- 2) Special services required
- 3) Complexity of design
- 4) Safety and operational considerations
- 5) Environmental considerations
- 6) Survey and geotechnical testing requirements
- 7) Inspection services during construction
- 8) Quality control during construction
- 9) Preparation of forms, letters, and documents
- 10) Property map preparation

G. PROPOSED FEE SUBMITTAL

The selected consultant shall be required to submit to the City of Pharr the proposed fee and supporting cost breakdown. The selected consultant shall prepare and submit a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant shall indicate the costs for subcontractors, travel, living expenses, reproductions, and other out-of-pocket expenses expected to be incurred. The fee for the contract to be executed shall be on a lesser than an established fixed fee or a fee based on the negotiated percentage of actual construction cost.

Negotiations shall be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The City may subject the consultant's data to be compared to a technical/engineering analysis put together, as a preliminary cost estimate, by the City Engineer or a certified consultant. If a consultant's services were procured to put together the scope of services and do the cost comparisons against the selected consultant's proposed

fee, then, the such consultant shall not have submitted a statement of qualifications themselves for this same project.

If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, by the City Engineer, he shall report such information to the City Commission or City Manager, as applicable, whom shall order the negotiations be terminated and the consultant shall be notified. Negotiations shall then be initiated with the consultant that was ranked second. This procedure shall be continued with the consultants in order of rank until a mutually satisfactory contract has been negotiated and finally approved by the City Commission or City Manager, as applicable. Once negotiations have been terminated with a firm and begun with another, the (negotiations) cannot be reopened with the previous consultant's firm.

The City of Pharr shall keep a record of the negotiations and same shall be made a part of the permanent contract file. This record shall contain sufficient detail to reflect any changes in the scope of the work controlling the establishment of the cost and other terms of the contract. An explanation shall be provided for any significant differences between the City of Pharr's original estimate and the cost finally agreed upon.

H. AGREEMENT

The approved selected firm will be asked to provide and negotiate scope and fee proposal. Once scope and fee proposal has been negotiated, the firm(s) must agree to enter into a professional services agreement. Selected consultant shall be required to maintain a current certificate of insurance on file for the duration of the project.

I. NOTIFICATION OF SELECTION

Upon completion of successful negotiations and an execution of a professional services contract, all consultants interviewed by the City of Pharr shall be informed, in writing, of the consultant selected for the project.

J. PROCEDURES FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION OF ENGINEERING DESIGN RELATED TO CONSULTANT SERVICES FOR FEDERALLY FOUNDED HIGHWAY PROGRAMS

The policies and procedures described in this manual have been adopted by the City of Pharr ("City") to comply with 23 CFR Part 172.5(c) which states that the contracting agency shall prepare and maintain written policies and procedures for the procurement, management, and administration of engineering and design related consultant services for federally funded highway programs.

The requirements are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost.

The Texas Department of Transportation (“TxDOT”) shall approve the written policies and procedures, including all revisions to such policies and procedures, of the City to assess compliance with Federal and State laws.

The City Manager or his/her designee shall administer and implement the provisions of this manual and other appropriate sections of 23 CFR 172 and the Brooks Act.

In accordance with 23 CFR Part 172.5(c), the following are the City’s policies and procedures:

- 1) THE SOLICITATION**—To evaluate the demonstrated competence and qualifications of consultants, the City shall solicit interest and invite consultants to submit their proposals to provide such professional services as specified in a Request for Proposals (“RFP”) issued by the City.
 - a) Procurement procedures shall involve a single step process with issuance of a Request for Proposal (RFP) to all interested consultants. The RFP shall be specific to the project, task, or service for the evaluation of a consultant’s specific technical approach and qualifications.
 - b) The RFP shall contain the following information:
 - i) A concise scope of work that identifies a set of deliverables that must be performed by the consultant during the contract time. To the extent practicable, the scope of work must detail the purpose and description of the project, services to be performed, deliverables to be provided, schedule for performance, and applicable standards, specifications, and policies;
 - ii) The qualifications-based evaluation factors and their relative weight of importance that will be used in the evaluation, ranking, and selection of consultants. The factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
 - c) Each RFP shall contain the following information:
 - i) The contract type and method of payment;
 - ii) Any special provisions, assurances, and certifications associated with the solicited services, including the Conflict of Interest Questionnaire, a copy of which shall be included in the procurement packet;

- iii) The contact and location from which prospective engineering and design related consultants may request the RFP;
- iv) The date, time and place for receiving and opening responses to the solicitation and the name and position of the employee to whom the solicitations are sent.
- d) TxDOT must approve the RFP and any subsequent modifications prior to publishing notice.
- e) In lieu of publishing a notice of RFP, the City may publish the content of the RFP itself.
- f) The City shall publish on its website the solicitation at least fourteen (14) calendar days prior to the deadline for receiving responses.
- g) The City shall also solicit by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. In the past, the City has advertised in the Monitor Newspaper, The Advance Newspaper, and the Electronic State Business Daily.
- h) The City shall not require or accept concealed cost proposals. Any cost proposals received will be promptly returned.
- i) The deadline for submission of RFPs may be extended if the City Manager determines that the extension is in the best interest of the City.
- j) The City shall retain documentation of solicitation in accordance with 2 CFR 200.333—Retention Requirements for Records. The provision includes the following:
 - i) All project records must be retained for a period of three (3) years from the date of submission of the final payment.
 - ii) All project records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - iii) The City shall make all records accessible to TxDOT for the purpose of audits and reviews.

2) EVALUATION, RANKING, AND SELECTION OF CONSULTANTS—The City shall evaluate, rank, and select a consultant based on their demonstrated competence, qualifications to perform the services, and ability to perform the services in a timely manner and at a fair and reasonable price.

- a) The City shall select qualified providers of professional services by first submitting all responses to a selection committee (“Committee”) assigned by the City Manager for scoring of the responses based on the criteria published in the RFP. The Committee shall be composed of three (3) members and shall include at least one (1) licensed engineer. Members and alternates may include the City Engineer, Public Works

Director, Development Services Director, or other employees experienced with engineering and design related consultant services and knowledgeable with the project's scope.

- b) The Committee shall review, score, and rank responses to an RFP based on the criteria set forth in the RFP. No less than the top three (3) firms may be short listed to make a formal presentation before the Committee if the Committee determines it is needed based on size and complexity of the project. At least three (3) responses are required to satisfy the adequate number of qualified sources reviewed.
- c) In the instances where only two (2) qualified firms respond to the solicitation, the City may re-issue the solicitation or proceed with evaluation and selection if the solicitation did not contain criteria that arbitrarily limited competition.
- d) If only one (1) consultant responds to the solicitation, the City may re-issue the solicitation or follow a noncompetitive procurement procedure in which the City submits a justification letter to TxDOT for review and approval prior to negotiations with sole respondent.
- e) After scoring, the Committee shall submit final scores and ranks to the City Commission for approval to begin negotiations with the highest-ranking firm.

3) CONTRACT NEGOTIATIONS AND EXECUTION

- a) The City shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiations. This independent estimate shall be reviewed and approved by TxDOT prior to negotiations.
- b) The City shall determine cost allowances separately for contract costs such as indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs.
- c) The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary for the same or similar services. Fees may not exceed any maximum provided by law.
- d) The City shall attempt to negotiate a contract with the most highly qualified firm. If the City is unable to negotiate a satisfactory contract with the firm, the City shall formally terminate negotiations and then undertake negotiations with the next most qualified firm. The City shall continue the process until a contract is entered or until it determines that the services are no longer needed or cannot be procured in an economically feasible manner.

- e) The City shall retain documentation of negotiation activities in accordance with 2 CFR 200.333—Retention Requirements for Records.
- f) The City may terminate a procurement of professional services pursuant to this manual at any time upon determination that a continuation of the process is not in the City's best interest.
- g) TxDOT must review and approve the rates, hours and contract prior to execution of the contract.

4) CONFLICT OF INTEREST—The City shall take all reasonable steps to prevent, identify, and mitigate conflicts of interest for its officers, employees, agents, elected officials, consultants, and sub-consultants, and will promptly disclose any potential conflict of interest in writing to TxDOT.

- a) No employee, officer, agent, or elected official of the City shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:
 - i) The employee, officer, agent, or elected official;
 - ii) Any member of his or her family within the third degree of consanguinity or affinity, as determined under Chapter 573 of Government Code;
 - iii) His or her close friend or romantic partner; or
 - iv) An organization that employs or is about to employ any of the above
- b) The City's officers, employees, agents, or elected officials shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub agreements.
- c) Affected City officers, employees, agents, and elected officials must disclose by submitting a Certificate of Interest Questionnaire (Form CIQ) to the City Manager within three (3) working days of discovery. The City shall promptly disclose the conflicts to TxDOT in writing.
- d) The City requires that its consultant and subconsultants be able to work solely in the City's interest, without conflicting financial or personal incentives. Therefore, the consultant(s) that enters into a contract with the City must submit a Certificate of Interested Parties (Form 1295) to the City at the time the firm submits the signed contract to the City as required by State law.
- e) The City reserves the right to disqualify any consultant or subconsultant, or to place contractual limits on work or on personnel, if there is a conflict of interest that might affect or might be seen to affect the consultants or subconsultants duty to act solely in the interest of the City.

- f) The City Manager shall ensure that any employee, officer, agent, or elected official with a conflict of interest is removed from participating in the procurement, management or administration of the contract.
- g) For the same project, the firm contracted to design cannot be contracted as the construction engineering and inspection firm.

Debarment

The City shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

- a) System for Award Management (SAM) – U.S. government official website; and
- b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

5) CONTRACT ADMINISTRATION AND MONITORING

The City Manager shall assign a full-time employee, the Responsible Person in Charge ("RPIC"), who participated in the selection committee, and who is qualified to enforce the contract and ensure that the work delivered under contract is complete, accurate, and consistent with the terms, conditions, and specifications of the contract, to be in responsible charge. The RPIC's responsibilities shall include:

- a) Administering inherently governmental activities including, but not limited to, contract negotiation, contract payment, and evaluation of compliance, performance, and quality of services provided by consultant;
- b) Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- c) Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- d) Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and scheduled milestones;
- e) Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- f) Evaluating and participating in decisions for contract modifications; and

- g) Documenting contract monitoring activities and maintaining supporting contract records, as specified in 2 CFR 200.333—Retention Requirements for Records.

Disputes and failures will be subject to the provisions of the contract and will be handled as follows:

Errors and Omissions

- a) At any phase of the project, the RPIC shall notify the consultant of the error or omission in writing within five (5) business days of discovery.
- b) The consultant will be allowed fifteen (15) business days to respond to the RPIC and correct failure.
- c) Alternatively, the consultant may raise the issue with the City Manager and/or City Commission.
- d) The consultant will be responsible for costs incurred as a result of the error or omission in accordance with the professional service agreement and the following schedule:
 - a) Schematic Phase: Consultant shall cover one hundred percent (100%) of cost
 - b) PS&E Phase: Consultant shall cover one hundred percent (100%) of cost
 - c) Construction Phase: Consultant shall observe Section 11.6 of the Professional Service Agreement which says that if the cumulative cost of a change order resulting from an error or omission exceeds two percent (2%) of the original construction contract amount, the consultant shall be obligated to reimburse the City for one hundred percent (100%) of such excess cost. The consultant shall not be required to reimburse the City if the cumulative cost of design error or omission does not exceed two percent (2%) of the original construction contract amount.
- e) If the consultant does not respond and correct the failure in a satisfactory manner, the City may institute legal proceedings to collect damages.

Violations or Breach of Contract

- a) At any phase of the project, the RPIC shall notify the consultant of the violation or breach of contract in writing within five (5) business days of discovery.
- b) The consultant will be allowed fifteen (15) business days to respond and correct failure.

- c) If the consultant does not respond and correct the failure in a satisfactory manner, the City may take over the project and prosecute the work to completion.

Resolving Disputes

- a) All disputes in the procurement, management, and administration of engineering and design related consultant services must be submitted to the RPIC in writing within five (5) business days from onset of the dispute. Each written dispute must include the following information:
 - i) Name and address of the protester, and the vendor it represents, if different;
 - ii) The identification/reference number specified in the RFQ to identify the procurement in question;
 - iii) A statement of the grounds for protest; and
 - iv) All documentation supporting the protest.
 - b) A decision and response to the protest will be prepared by the RPIC within a reasonable time after receipt of a properly prepared written protest.
 - c) Appeals to the RPIC's decision and response must be made to the City Commission in writing within fifteen (15) business days after RPIC's decision and response are issued.
 - d) Written appeals must include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed.
 - e) Subject to all applicable laws governing the City, the decision of the City Commission regarding the appeal shall be final.
- 6) CONTRACT COMPLETION—** At contract completion, the City will verify that all work has been completed correctly and satisfactorily, update contract records to reflect results, and archive information, including performance evaluations, for future use and in accordance with 2 CFR 200.333—Retention Requirements for Records. All information must be accounted for by RPIC with checklist, and made available to TxDOT for their review, concurrence, and use.

Performance Evaluation

- a) The RPIC shall complete an evaluation summarizing the consultant's performance on a contract within fifteen (15) business days after consultant's final pay application is approved by RPIC. The RPIC may complete interim performance evaluations based

- on the scope, complexity, and size of the contract. Additional evaluations may be completed to recognize outstanding performance, poor performance, or at the consultant's request based on possible improved performance.
- b) The City shall provide the consultant a copy of the performance evaluation and an opportunity to provide written comments to be attached to the evaluation.
 - c) Completed performance evaluations shall be archived for consideration as an element of past performance in the future evaluation of the consultant to provide similar services.
 - d) Performance Evaluations will be submitted to TxDOT for their review and record.

CHAPTER X. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The City requires proof of insurance for certain projects relating to construction and/or services.

Although not all coverages are required for every project (and limits will vary by exposure), understanding the coverages required by these policies is important to assure that all potential liabilities and exposures from the project are properly protected. Should any questions arise about the amounts of types of insurance requirements the initiating department should contact the Risk Manager's office for guidance.

Depicted below are the Standard Insurance Requirements for Construction/Services/Professional Services for projects less than \$50,000.00:

The Certificate of Insurance should be made to the City of Pharr, P.O. Box 1729, Pharr, TX 78577 (118 S. Cage Blvd, Purchasing Department 2nd Floor) and should reference the operation.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Pharr and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to request higher types and limits for projects in excess of \$50,000.01.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.
Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- C. **Builder's Risk/Fire & Extended Coverage**

The Contractor shall insure the building or other work included in any City contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

- D. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Pharr in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. **Professional Services - Insurance Provisions:** Errors & Omissions (Professional Liability): \$1,000,000 Each Claim Limit \$2,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four (4) years following completion of the services provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- F. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.

Other Provisions: All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub- contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

CHAPTER XI. EMERGENCY PURCHASES

The City may make emergency or exempted purchases without competitive bidding under specific circumstances. Purchases that are required immediately for purposes that could not reasonably have been foreseen are generally exempt from bids. They may be subject to other requirements, however, such as certification that an emergency exists. When it is necessary to preserve or protect the public health, competitive bidding requirements are waived regardless of how the conditions were brought about. If there is time to give proper notice and for an advertisement to be made, then it is not an emergency situation.

EMERGENCY PURCHASES

An emergency purchase occurs when the City must make the procurement quickly to prevent a hazard to life, health, safety, welfare. Emergencies may occur as the result of unforeseeable circumstances and may require an immediate response to avert an actual or potential public threat or to avoid undue additional cost to the City, property or life, safety or welfare to person(s). Proper procurement planning for this anticipated business need is expected. Pending expiration of funds does not constitute an emergency, nor does poor planning.

The City Manager may delegate the authority to make emergency procurements, not with standing this delegation, emergency procurements are subject to rules and procedures. Upon request, the Purchasing Department will assist in advising department personnel on the proper procedures for emergency purchases, the Purchasing Department will not certify the existence of an emergency.

This section establishes procedures for the use of emergency purchases to procure goods or services, other than those constituting a public work, needed by the City to respond to an emergency.

An emergency purchase is defined as:

- 1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipalities residents or to preserve the property of the municipality; or
- 2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents; or
- 3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property; and
- 4) which, due to circumstances beyond the City's control, must be procured immediately and without following established procurement procedures.

If an emergency exists, a written determination of the basis for the emergency and for the selection of a particular vendor shall be included in the procurement file. The notification must be provided as soon as reasonably practical given the nature of the emergency.

Notwithstanding the immediate nature of an emergency, all procurements conducted as emergencies should be made as competitive as possible under the circumstances. The agency should make a reasonable attempt to obtain at least three (3) informal bids. Expedited reviews are available upon request, emergency purchases of goods or services should not exceed the scope or duration of the emergency.

Procedures Responsibility

There are separate procedures to be followed for emergencies occurring during regular working hours and those occurring at all other times.

A. During regular working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), all emergency purchases are to be handled through the Purchasing Department. It will be left to the discretion of the Purchasing Department to either handle the purchase directly or to delegate authority to the requesting department. If the purchase is more than \$50,000.01, the Department Head (or designee) requesting the purchase is responsible for obtaining the approval of the City Manager (or designee) and the Purchasing Director prior to making the purchase. A copy of the approvals shall be forwarded to the Purchasing Department.

- 1) The Department Head will notify the Purchasing Department by telephone and e-mail immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately;
- 2) Simultaneously, a "Request for Purchase" form is to be prepared and hand-carried through the approval process;
- 3) The requesting Department Head (or designee) should contact as many vendors as necessary to arrange for the emergency purchase. If there is not enough time to get authorization, the purchase can be completed by telephone, and the purchase order can be completed after-the- fact and delivered to the vendor; and
- 4) If the buyer requests expedited delivery. The person making the requisition may be required to pick-up the emergency purchase from the vendor, if timely delivery is not available.

B. After regular working hours and on weekends and/or holidays, the following procedures shall apply:

- 1.) Emergency purchase may be authorized by the Department Head (or designee) requiring the purchase and confirmed by transmitting a purchase requisition noted as an "EMERGENCY" to the Purchasing Department. The requisition should be submitted no later than noon of the next normal workday, along with a brief, but complete, explanation of the emergency and justification for the procurement action taken.

The purchase requisition and explanatory information shall be approved by the initiating Department Head (or designee).

2) Within one (1) working day after the emergency procurement, the department shall notify the City Manager in writing of the procurement actions taken. A copy of the notification shall be forwarded to the Purchasing Department.

C. When purchasing support is unavailable, process "Emergency Purchase" as follows:

- 1) The department head shall take whatever steps are necessary to procure needed supplies, services, or equipment to relieve the emergency. If possible, only those goods or services needed during the evening, weekend, or holiday are procured; and
- 2) On the first working day following the emergency, the department head prepares a "Request for Purchase" form and hand carries it to the Purchasing Department.
- 3) The person making the purchase must attach the invoices, bills of materials, receipts and other pertinent documents related to the purchase.
- 4) The official in charge of the requesting department must certify in writing on the next working day, or as soon as possible, why the emergency purchase was necessary.

All emergency purchases costing more than \$50,000.01 must be ratified by the City Commission on the first possible (regularly) scheduled meeting date. The end user department shall prepare the Request for City Commission action item memorandum to ratify the contract and authorize payment. All ratifications require the approval of the City Manager (or designee) and the Purchasing Director.

The Department Head (or designee) shall be responsible for determining the validity of an emergency purchase request and shall be held fully accountable for any actions requested or subsequently taken to procure emergency goods or services.

CHAPTER XII. SOLE SOURCE PURCHASES

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources.

For a sole source purchase, at least one (1) of the following must exist:

- Available from only one source because of patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books
- Gas, water, and other utility services, (in most instances)
- Captive replacement parts or components for equipment
- Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented via memo by the department head.

The requesting department should do everything possible to strengthen the City's bargaining position. Costs related to procurement should always be considered before an order is issued. Post-purchase costs could include multi-year maintenance contracts, replacement parts or trade-in value.

Procedure for Sole Source Purchases

Sole source purchases are handled the same as other purchases, with these exceptions:

- 1) The Purchasing Director must approve all sole source purchases. The approval should be done before a Requisition is submitted, before a PO is issued and before a commitment is made to a vendor.
- 2) The Request for Purchase form (Requisition) is then completed in accordance with the standard purchasing procedures.
- 3) A sole source affidavit letter shall be required from the manufacturer, to be attached to the requisition.
- 4) If the item is a sole source purchase, the requesting department head must prepare a statement and attach it to the Requisition that says a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This statement must be attached to the Requisition.

CHAPTER XIII. COOPERATIVE PURCHASING

PURCHASING THROUGH STATE CONTRACT OR STATE-RECOGNIZED COOPERATIVE CONTRACTS

Through cooperative purchasing, the City can save time and money in our purchasing procedures. The Local Government Code (§§271.081 - 271.083) provides for purchasing by the City through State-recognized cooperative contracts. This frequently saves time and effort in local purchasing. In addition, all statutory bidding requirements are satisfied when purchases are made through State contracts or State-recognized cooperative contracts, and the vendors are frequently the same ones with whom the City may have dealt with in the past.

There may be some drawbacks. Some prices on State or State-recognized cooperative contracts may not be as low as a locally solicited project. Requesting departments should also consider levels of service and other service related options not included on the contract or in the quoted price.

State Contract or State-recognized cooperatives contract(s) can be used in place of soliciting informal and/or formal quotes as established agencies have already awarded vendor contracts on a competitively solicited basis. These types of quotes should indicate the Co-Operative Agency by name, co-operative contract number, purchase item description, unit price, total price and other pertinent details. Department should verify as much of the quote as possible by visiting the pertinent online website. The Contract Number, contract expiration dates, and contract details are usually available on the Cooperative Agencies website.

Purchases can be made through any of these Purchasing Cooperative Contracts (this list is not all inclusive, there are many co-operative agencies):

- TASB - BuyBoard Cooperative Purchasing
- DIR - Department of Information Resources - Information Technology and Services hardware and software contracts competitively awarded by DIR.
- H-GAC - Houston-Galveston Area Council
- NIPA – National Intergovernmental Purchasing Alliance formerly TCPN (The Cooperative Purchasing Network)
- SOURCEWELL – Formerly NJPA – National Joint Powers Alliance
- STATE -Managed Term Contracts - Index of competitively awarded managed term contracts established for unique items for specific entities or distinct ordering processes. Customers will issue an internal purchase order.
- TARRANT – Tarrant County

- TCI – Texas Correctional Industries - Per the Texas Prison Made Goods Act, TCI manufactures goods and provides services to State and local government agencies, public educational systems and other tax-supported entities.
- TIBH – Texas Industries for the Blind and Handicapped (TIBH) offers products, services and temporary personnel services to State and local government entities through Statewide Community Rehabilitation Programs that employ Texans with disabilities.
- TIPS - The Interlocal Purchasing System
- TXMAS - Texas Multiple Award Schedule - Texas contracts established as an alternative procurement method. These contracts are based upon active General Services Administration's (GSA) Federal Supply Service or another State or local government entity, as authorized by Texas Government Code, Chapter 2155.
- TXSmartBuy Term Contracts - Index of competitively awarded term contracts with related terms and conditions, items, pricing and Contractors - purchased through the TxSmartBuy Online Ordering System.

The City of Pharr, as a local government, may purchase goods or services available under Federal supply schedules of the United States General Services Administration to the extent permitted by Federal law.

CHAPTER XIV. PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL AND STATE GRANTS

A. GENERAL INFORMATION

This chapter applies to all City procurements made in whole or in part with money received from Federal and/or State grant programs. This includes grant funds that the City may receive directly, as well as, indirectly. An example of receiving indirect Federal grant money is when Federal transportation funding is disbursed to the City via the Texas Department of Transportation.

Some Federal Funding sources are:

CDBG – Community Development Block Grant
DOJ – Department of Justice
EDA – Economic Development Agency
EPA – Environmental Protection Agency
FEMA – Federal Emergency Management Agency
FHWA – Federal Highway Administration
FTA – Federal Transit Administration

Some State Funding sources are:

TXDOT – Texas Department of Transportation
TXP&WL – Texas Parks & Wildlife
TWDB – Texas Water Development Board

The requirements of this chapter must be met, as well as, all other applicable chapters in this manual.

Each procurement funded with (State and/or Federal) grant funds must comply with the terms of the specific grant involved. The department applying for and using grant money is ultimately responsible for complying with the grant terms and conditions. The awarded department is responsible to coordinate all procurement related activities with the Purchasing Department. The awarded department is responsible to coordinate relative activities with the Grants, Finance, Engineering, and other departments as necessary.

In cases where conflicts between the terms of the grant and this manual may exist, the stricter requirement(s) shall apply.

The City's Grant Department serves as a resource for all departments to use during the grant application process, procurement(s) with grant funds, and ongoing compliance with grant monitoring, and reporting requirements.

Department(s) that have been awarded grant funds are advised to coordinate all procurement activities with the Purchasing Department prior to beginning the solicitation process. The Purchasing Department must be notified of all proposed procurements that involve awarded grant funds.

Federal and State grant programs may have different and/or overlapping requirements.

B. FEDERAL GRANT REQUIREMENTS

The most common requirements that must be met when receiving Federal funds are:

- 1) System for Award Management (SAMs) – Exclusion Record Verification
- 2) Buy American Preference
- 3) Section 3 Preference
- 4) Davis-Bacon and Related Acts
- 5) Non-discrimination Clauses
- 6) Equal Opportunity Requirements (Fair Housing, Civil Rights Act, Americans with Disabilities Act)
- 7) Hiring of Veterans

This list is not all inclusive. It should be noted that not all requirements listed above may apply to a grant; therefore, the recipient department is responsible for doing all necessary research and ensuring compliance. Department(s) are highly encouraged to coordinate all activities with the Purchasing Department and the Grant Department when it comes to expending State and/or Federal Grant monies.

As we noted earlier in this manual the law very fragmented, there are many statutes, Federal regulations, and funding agencies with their own requirements. If your department is awarded a grant you are also encouraged to visit their website for procurement guidelines.

The following are some OMB circulars that should be consulted as a starting point in determining what requirements may apply to a Federal grant:

- 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

2 CFR 200 is sometimes referred to as “The Super Circular” it is a final guidance that supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have

been placed in OMB guidance's); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.

C. SYSTEM FOR AWARD MANAGEMENT (SAM) CHECK

The System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or federally-approved subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

The Purchasing Department in conjunction with the recipient department must do a check on all prospective participants and may not contract with any entity or individual that has been found guilty of unfair business practices and subsequently debarred or suspended. Website is currently accessible at <https://www.sam.gov/SAM/>. This check must be done prior to the purchase of any Federal funding acquisition regardless of the purchasing method: contract, purchase order, procurement card, etc. Attach a copy of the screen indicating the vendor is not debarred at the time of the procurement and include that copy with the procurement records for audit and monitoring purposes. If the vendor is debarred, we cannot do business with that vendor.

D. CONFLICT OF INTEREST FOR FEDERAL GRANTS

Pursuant to 24 CFR Part § 85.36, no employee, officer for Federal Grants or agent of the grantee (City) or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

CHAPTER XV. EXEMPT PURCHASES

State law provides a number of exemptions to the competitive bidding process. Under the State of Texas' Professional Services Procurement Act, a contract for the purchase of a personal, professional or planning service(s) are exempt from competitive bidding requirements.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

The professional fees under the contract must be consistent with the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

Professional services include:

- Accounting;
- Architecture;
- Landscape architecture;
- Land surveying;
- Medicine;
- Optometry;
- Professional engineering;
- Real estate appraisal; or
- Nursing

Professional services may include "members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence," according to the Texas Attorney General's Office.

Some of the areas not mentioned in the Professional Services Procurement Act that State Courts and Texas Attorneys General have ruled as excused under the professional and personal exemption include:

- Contracts for preparing tax rolls, tax reports, tax statements, inventory and proof rolls;
- Contracts involving the coordination of investigation of crimes;
- Contracts for services of a construction manager;
- Contracts for services of a third-party administrator of insurance benefits;
- Employment of an auditor; and
- Contracts for plat books and abstracts

Purchases Exempt from Competitive Bidding - Other Exemptions

The following is a list of other areas that are exempt from competitive bidding requirements.

1. a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
2. a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
4. a procurement for personal, professional, or planning services;
5. a procurement for work that is performed and paid for by the day as the work progresses;
6. a purchase of land or a right-of-way;
7. a procurement of items that are available from only one source, including:
 - a) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
 - b) films, manuscripts, or books;
 - c) gas, water, and other utility services
 - d) captive replacement parts or components for equipment;
 - e) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
 - f) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
8. a purchase of rare books, papers, and other library materials for a public library;
9. paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
10. a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
11. a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
12. personal property sold:
 - a) at an auction by a State licensed auctioneer;
 - b) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - c) by a political subdivision of this State, a State agency of this State, or an entity of the Federal government; or
 - d) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

13. services performed by blind or severely disabled persons;
14. goods purchased by a municipality for subsequent retail sale by the municipality;
15. electricity; or
16. advertising, other than legal notices.

CHAPTER XVI. DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL

A. SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment or equivalent service;
3. Donated to an entity with City Commission approval;
4. Recycled

At the City Manager's discretion, the compiled list of items which are to be declared "obsolete" or "surplus" shall be placed on the City Commission agenda for proper approval and authorization by the Mayor and City Commissioners. Upon approval, items shall be marked for disposal through the sealed bid process, public auction, recycled, trade-in, or donated.

1. In the case that disposition is designated as "sealed bid or trade-in" the Purchasing Department shall send out formal sealed bid requests to all interested concerns and post bid package on the internet.
2. In the case that disposition is designated as public auction the Police Department shall coordinate all activities with the Purchasing Department and the auctioneer.
3. In the case that disposition is designated as recycled coordination shall be handled by the Public Works department coordinating with the Purchasing Department.
4. In the case that the disposition is donation the Purchasing Department shall coordinate with City Attorney and affected department.

B. SALVAGE MATERIAL

Disposal of salvage materials, scrap metals, copper, brass, etc., may be sold after attempting to obtain three (3) written offers. If disposition of "Salvage" items is unsuccessful the Purchasing Director shall request authorization from the City Manager to discard salvage/obsolete items.

C. SALE OF PERSONAL PROPERTY

Personal property does not include real estate such as land, including the building or improvements on it, or it's natural assets, such as minerals and water. The City may sell real property owned by the City by sealed bid under Local Government Code §272.001 or by public auction under this section.

To sell real property by public auction, the City must publish notice of the auction. According to Local Government Code, §253.008, the notice must be published once a week for at least three (3) consecutive weeks, with the first publication at least (20) days before the date the auction is held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located. The notice must contain a description of the property, including location, and the date, time and location at which the auction is to be held.

CHAPTER XVII. CONTRACT RENEWALS

EXTENSIONS AND RENEWALS

The Requesting Department and the Purchasing Department are responsible to review and monitor their contracts periodically to avoid contract expiration. If the contract has an option to extend or renew, the Requesting Department must assess whether the option will be exercised by the City prior to the expiration of the current contract term. The number, length, and process for exercising renewals and extensions should be specified in the contract. The Requesting Department is responsible to notify the Purchasing Department of the intent to extend the contract, at least sixty (60) days prior to the expiration. Determination to extend the contract shall be made upon discussion and mutual agreement between the Requesting Department, vendor under contract, the Purchasing Department and upper management (as applicable).

The Purchasing Department shall proceed in obtaining the Vendor's written agreement to extend. If the vendor agrees with the renewal, a renewal agreement must be executed by the Vendor and the City Manager (or designee). If the renewal is over \$50,000.01, it will require City Commission approval. The Requesting Department is responsible to prepare the agenda item, in coordination with the Purchasing Department. The Requesting Department shall also be required to submit a properly filled out Request for Availability of Funds form to the Purchasing Department.

Contract terms may vary depending on the contract. Typical terms are for one year, with two 1-year options or two years, with two, 2-year options. It is recommended that contracts not exceed five (5) years, although in some cases the City may execute contracts more than this time period.

CHAPTER XVIII. MISCELLANEOUS

A. SPONSORSHIPS

All Sponsorships, regardless of dollar amount, will require City Manager approval. Sponsorships over \$50,000.01 will require City Commission approval. A requisition is required to be submitted to the Purchasing Department for Sponsorships over \$2,000.01.

B. SALES TAX

The City of Pharr is exempt from all Federal Excise Tax and the State of Texas Limited Sales Excise and User Tax. All purchases should be tax exempt.

C. PREFERENCE TO LOCAL VENDORS

The City will always make every effort to purchase from Pharr vendors. This preference is deemed as being in the best interest of the City. Local vendors are afforded a 5% cost difference in comparison to non-Pharr vendors. This preference applies to items under the State of Texas bid mandated purchasing per section 3.B.

D. PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE

Purchase of repair and maintenance services will require a PO to be issued. The requesting department in conjunction with the Service Center Supervisor will solicit an hourly rate from at least three (3) businesses. During the bidding process, the department must inform the vendors that priority will need to be given to emergency vehicle(s) or emergency equipment repair(s). The procurement of maintenance parts shall comply with the Purchasing Policies & Procedures as outlined in this manual.

As vehicles reach the threshold of miles or age of potential replacement, the Service Center Supervisor of the Public Works Department shall be responsible to perform a vehicle/off-road equipment maintenance evaluation to determine if replacement is warranted. If the evaluation proves the vehicle would be economical to retain for an additional year, the vehicle will be targeted for retention or reassignment. In some cases, it may be reassigned to other departments with "low usage" requirements. The Service Center Supervisor/Fleet Management Team will jointly review and approve all specifications for new vehicle/off-road equipment purchases. Depending on the availability of funds, vehicles and equipment which shall be replaced when they are at the end of their economic life, no longer safe to operate, not reliable enough to perform their intended function, or there is a demonstrated cost savings to the City of Pharr.

All new on-road vehicle(s), emergency vehicles, and off-road equipment purchased shall be delivered to the Service Center for inventory processing. Title(s) and Certificates of Origin are to be turned over to the City of Pharr's Risk Manager.

The requesting Department Director/Representative, the Service Center Supervisor, and the Purchasing Director shall be responsible for reviewing all new vehicles and off-road equipment for specification compliance.

E. PROCUREMENTS REGARDING COMMUNICATION AND/OR HIGH-TECH ITEMS

City departments are advised that communication equipment such as: telephones, radios, computer software, computer hardware, and related peripheral items must be cleared through the Information Technology Department prior to finalizing a purchase. It is the Department Heads responsibility to ensure that communication and/or high-tech procurement of products and/or services are coordinated with the Information Technology Department.

F. PROCUREMENTS REGARDING BUILDING MAINTENANCE

City departments are advised that any building and/or facility maintenance and repair must be coordinated through the Parks & Recreation, Building Maintenance department. All quotes for such services shall be coordinated through the Parks & Recreation, Building Maintenance department. It is the Department Heads responsibility to ensure that selected contractor/vendor has been cleared through the Purchasing Department regarding insurance before performing any work. If the department will require demolition service(s) they must seek the approval of the City Engineer before proceeding. If anticipated construction, demolition, or remodeling work is more than \$25,000.00 the requesting Department should seek the approval of the City Engineer before proceeding.

G. EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES

The City will reimburse purchases made by employees on behalf of City business. Items that are not reimbursable include: tobacco products, alcoholic beverages, and other questionable expenses. Questionable expenses will ultimately be decided upon by the City Manager. Depending on the dollar amount, Employee reimbursable expenses may be made through Petty Cash or Check Request.

H. ELECTRONIC PROCUREMENT POLICY

Electronic sealed bids (CSB & CSP), proposals (RFP), requests for statements of qualification (RFQ) shall be received electronically through the City of Pharr's Bidding Portal (website) in accordance with Section 252.0415 (a) of the Local Government Code requiring the identification, security, and confidentiality of electronic bids, proposals, or statements of qualification to remain effectively unopened until the proper date and time. (Bidding Portal has lock-box technology which requires (password) protected access to "un-lock" submittal(s).

I. IDENTICALS BIDS

Pursuant to Local Government Code 271.901, if the City receives two (2) or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body shall enter into a contract with only one of those bidders and must reject all other bids.

If only one of the bidders submitting identical bids is a resident of the City, the City must select that bidder. However, if two or more of the bidders (or none of the bidders) are residents of the City, the City must select one of the bidders by the casting of lots.

For projects under \$50,000.00, the casting of lots is prescribed by the Purchasing Director in the presence of the Requesting Department Director (or designee). For projects over \$50,000.01, the casting of lots is prescribed by the Mayor and must be conducted in the presence of the governing body.

CHAPTER XIX. PROTEST

A. BID PROTEST PROCEDURES

Protests shall be submitted in writing and filed with Purchasing Department. Protests will be handled as follows:

- Protests regarding the terms, conditions or specifications in the solicitation (pre-bid or pre-proposal protests) must be filed no less than five (5) business days before the opening of the bid or proposal.
- Protests regarding the evaluation of bids, qualifications, or proposals (pre-award protest) must be filed no later than three (3) business days prior to the City Commission meeting at which the award appears on the agenda.
- Protests made after City Commission's decision to award a contract must be received by the City no later than three (3) business days after the date of City Commission award. Protests may be hand-delivered by the Protester or the Protester's representative, or they may be mailed, but regardless of the method of delivery, they must be received by the City no later than the deadline(s) identified above.

B. PROTEST APPEALS

If the protesting vendor does not agree with the staff's recommendation, they may appeal to the City Commission in accordance with the procedures above. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Commission at the first available Commissioner's meeting.

Departments should contact the vendor, or Purchasing Department, if materials and/or services are not received or performed by the due date. Always keep the Purchasing Department apprised of the situation.

Since there is no central receiving point, each department is responsible for inspecting, testing and receiving commodities and services. Any shortages, late deliveries, damaged merchandise or other problems relating to the vendors' performance should be reported to the Purchasing Department as soon as possible. Initially, affected Departments should call the Purchasing Department, and follow-up with a written explanation of the situation utilizing the Vendor Performance Form (available upon request from the Purchasing Department).



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: June 11, 2021

MEETING DATE: June 21, 2021

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: 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.

Classification: Regular

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

Issue: In planning for the Fourth of July Fireworks, HUB Phest, Veterans Day Parade & Fireworks, Christmas Tree Lighting, Christmas Posada and New Years Eve Ball Drop public events, the City of Pharr will be required to enter into agreements with the Texas Department of Transportation to temporarily close various State roadways for the noted events. Staff is requesting approval of a resolution authorizing the application for the roadway closures.

Fiscal Consideration: No consideration required.

Staff Recommendation: Based on review by this office, staff recommends approval of the resolution authorizing entering into agreements with the Texas Department of Transportation for various state roadway closures for public events.

Alternatives: Authorization must be obtained from TxDOT to close state roadways.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Pilar Rodriguez

Imelda Barrera

Patricia Rigney

Anali Alanis

City Management Office

Created/Initiated - 6/11/2021

Approved - 6/11/2021

New - 1/1/1900

RESOLUTION R-2021-__

A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for a public event.

That the closure of FM 3461 (Nolana Loop) from Interstate 69 Central to FM 2061 (Jackson Road) and US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road for the Fourth of July Fireworks Display from Sunday, July 4, 2021 at 8:30 p.m. until Sunday, July 4, 2021 at 9:30 p.m.

That the closure of US 281 (Cage Boulevard) from State Street to Kelly Avenue and Business 83 from Athol Avenue to Bluebonnet Avenue for the HUB Phest from Thursday, September 17, 2021 at 7:00 p.m. until Sunday, September 19, 2021 at 7:00 a.m.

That the closure of US 281 (Cage Boulevard) from Polk Avenue to Ridge Road for the Veterans Day Parade from Saturday, November 6, 2021 at 12:00 p.m. until Saturday, November 6, 2021 at 8:00 p.m.

That the closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the Christmas Tree Lighting Ceremony from Monday, November 29, 2021 at 5:00 p.m. until Monday, November 29, 2021 at 10:00 p.m.

That the closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the Christmas Posada from Friday, December 17, 2021 at 12:01 a.m. until Sunday, December 19, 2021 at 7:00 a.m.

That the closure of US 281 (Cage Boulevard) from State Street to Kelly Avenue and Business 83 from Athol Avenue to Bluebonnet Avenue for the New Year's Eve Ball Drop from Thursday, December 30, 2021 at 7:00 p.m. until Saturday, January 1, 2022 at 7:00 a.m.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 21th day of June, 2021, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASST CITY CLERK

ORDINANCE NO: O-2020-__

AN ORDINANCE AMENDING ORDINANCE O-2019-40; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, 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, 2020 and ending September 30, 2021, 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 the conducting of the affairs thereof for the fiscal year beginning October 1, 2020 and ending September 30, 2021, 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 **\$1,240,300** expenditures is hereby appropriated out expenditures and **\$848,000** of 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 sum of **\$(-65,000)** expenditures is hereby appropriated out of expenditures and **\$65,000** revenues of the Event Center. The purpose is included in the attached documents.

SECTION 4: That the sum of **(-\$16,600)** expenditures and **\$16,600** revenues is hereby appropriated out of the EMS Fund. The purpose is included in the attached documents.

SECTION 5: That the sum of **\$1,200,000** expenditures is hereby appropriated out of expenditures and **\$1,200,000** revenues of the Bridge Fund. The purpose is included in the attached documents.

SECTION 6: That the net sum of **\$-0-** expenditures and **\$0-0** revenues is hereby appropriated out of the Golf Fund. The purpose is included in the attached documents.

SECTION 7: That the sum of **(-\$69,900)** expenditures is hereby appropriated out of expenditures and **\$69,900** revenues of the Greater Pharr Chamber of Commerce. The purpose is included in the attached documents.

SECTION 8: That the sum of **\$-0-** expenditures is hereby appropriated out of expenditures PEDC Fund. The purpose is included in the attached documents.

SECTION 9: 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 10: Repealing Clause

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

SECTION 11: 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 12: 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 21th June, 2021.

CITY OF PHARR

Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR, TEXAS					
BUDGET YEAR 20-21 - BUDGET AMENDMENT #3					
DETAILED AMENDMENT ACTIVITY					
FUND	DEPT	ACCOUNT	ACCOUNT NAME		Description
				GENERAL FUND	
REVENUES:				REF	
01	4	4-4113-000	Sales Taxes	\$ (780,000)	To reflect more than budgeted sales tax collections
01	4	4883-86	PEDC	\$ (68,000)	To transfer funds from PEDC for position transferred for new OSE Department
Total Revenues (Increase/Decrease				\$ (848,000)	
EXPENDITURES:					
01	51500	5530	Contractual Services	\$ 29,000	To allocate additional funds for Consultant Services for ISO Survey originally not budgeted
01	51700	5509	Street Materials	\$ 150,000	To allocate additional funds needed for streets material for current FY
01	51800	5530	Contractual Services	\$ 10,000	To allocate additional funds needed for Internet Services (Spectrum) with previous year collected fees
01	52100	1115	Retirement	\$ 55,000	To allocate funds for Payout retirement for Grants Director
01	52200	8803	Automotive	\$ 75,000	To allocate lease proceeds from previous years to purchase (3) vehicles for Park department usage
01	53000	9908	Strategic Planning	\$ (115,000)	To reallocate funds to new created department of Office and Organization and Strategic Excellence approved by CC on June 7th 2
01	51000	1100	Salaries	\$ 46,000	To ratify reclassification from Deputy Prosecutor to Assistant Attorney II and allocate increase in base pay and benefits
01	51000	1105	FICA	\$ 3,600.00	To ratify reclassification from Deputy Prosecutor to Assistant Attorney II and allocate increase in base pay and benefits
01	51000	1107	Workers Comp	\$ 300.00	To ratify reclassification from Deputy Prosecutor to Assistant Attorney II and allocate increase in base pay and benefits
01	51000	1108	TEC Taxes	\$ 200.00	To ratify reclassification from Deputy Prosecutor to Assistant Attorney II and allocate increase in base pay and benefits
01	51000	1115	Retirement	\$ 3,800.00	To ratify reclassification from Deputy Prosecutor to Assistant Attorney II and allocate increase in base pay and benefits
01	51000	1100	Salaries	\$ (108,000)	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	51000	1105	FICA	\$ (8,300)	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	51000	1106	Insurance	\$ (1,800)	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	51000	1107	Workers Comp	\$ (500)	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	51000	1108	TEC Taxes	\$ (200)	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	51000	1115	Retirement	\$ (8,800)	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	51000	1100	Salaries	\$ (68,400)	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	51000	1105	FICA	\$ (5,200)	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	51000	1106	Insurance	\$ (1,800)	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	51000	1107	Workers Comp	\$ (300)	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	51000	1108	TEC Taxes	\$ (200)	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	51000	1115	Retirement	\$ (5,600)	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	51000	1100	Salaries	\$ 31,800	To reclassify and reallocate funds for Deli Manager Position from Chamber to Administration
01	51000	1105	FICA	\$ 2,600	To reclassify and reallocate funds for Deli Manager Position from Chamber to Administration
01	51000	1106	Insurance	\$ 1,800	To reclassify and reallocate funds for Deli Manager Position from Chamber to Administration
01	51000	1107	Workers Comp	\$ 200	To reclassify and reallocate funds for Deli Manager Position from Chamber to Administration
01	51000	1108	TEC Taxes	\$ 200	To reclassify and reallocate funds for Deli Manager Position from Chamber to Administration
01	51000	1115	Retirement	\$ 2,800	To reclassify and reallocate funds for Deli Manager Position from Chamber to Administration
01	51000	1100	Salaries	\$ 3,900	To add Car Allowance to Deli Manager Position
01	51000	1105	FICA	\$ 300	To add Car Allowance to Deli Manager Position
01	51000	1107	Workers Comp	\$ 100	To add Car Allowance to Deli Manager Position
01	51000	1108	TEC Taxes	\$ 200	To add Car Allowance to Deli Manager Position
01	51000	1115	Retirement	\$ 300	To add Car Allowance to Deli Manager Position
01	51000	1100	Salaries	\$ 34,400	To reclassify and reallocate funds for (2) Deli Clerks Position from Chamber to Administration
01	51000	1105	FICA	\$ 2,700	To reclassify and reallocate funds for (2) Deli Clerks Position from Chamber to Administration
01	51000	1106	Insurance	\$ 1,800	To reclassify and reallocate funds for (2) Deli Clerks Position from Chamber to Administration
01	51000	1107	Workers Comp	\$ 200	To reclassify and reallocate funds for (2) Deli Clerks Position from Chamber to Administration
01	51000	1108	TEC Taxes	\$ 200	To reclassify and reallocate funds for (2) Deli Clerks Position from Chamber to Administration
01	51000	1115	Retirement	\$ 2,800	To reclassify and reallocate funds for (2) Deli Clerks Position from Chamber to Administration
01	51000	1100	Salaries	\$ 35,000	To add (1) FTE Assistant to Deli Manager Position
01	51000	1105	FICA	\$ 2,700	To add (1) FTE Assistant to Deli Manager Position
01	51000	1106	Insurance	\$ 1,800	To add (1) FTE Assistant to Deli Manager Position
01	51000	1107	Workers Comp	\$ 200	To add (1) FTE Assistant to Deli Manager Position
01	51000	1108	TEC Taxes	\$ 200	To add (1) FTE Assistant to Deli Manager Position
01	51000	1115	Retirement	\$ 2,900	To add (1) FTE Assistant to Deli Manager Position
01	51000	1100	Salaries	\$ 22,900	To add 2 PT (1 FTE) Deli Clerk Positions
01	51000	1105	FICA	\$ 1,800	To add 2 PT (1 FTE) Deli Clerk Positions
01	51000	1107	Workers Comp	\$ 200	To add 2 PT (1 FTE) Deli Clerk Positions
01	51000	1108	TEC Taxes	\$ 200	To add 2 PT (1 FTE) Deli Clerk Positions
01	51000	1100	Salaries	\$ 75,000	To add (1) FTE City Clerk Position
01	51000	1105	FICA	\$ 5,800	To add (1) FTE City Clerk Position
01	51000	1106	Insurance	\$ 1,800	To add (1) FTE City Clerk Position
01	51000	1107	Workers Comp	\$ 400	To add (1) FTE City Clerk Position
01	51000	1108	TEC Taxes	\$ 200	To add (1) FTE City Clerk Position
01	51000	1115	Retirement	\$ 6,200	To add (1) FTE City Clerk Position
01	51100	1100	Salaries	\$ (40,000)	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	51100	1105	FICA	\$ (3,100)	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	51100	1106	Insurance	\$ (1,800)	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	51100	1107	Workers Comp	\$ (200)	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	51100	1108	TEC Taxes	\$ (200)	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	51100	1115	Retirement	\$ (3,300)	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	51200	1100	Salaries	\$ 6,600	To Increase Base Pay for Admin Asst.
01	51200	1105	FICA	\$ 500	To Increase Base Pay for Admin Asst.
01	51200	1107	Workers Comp	\$ 100	To Increase Base Pay for Admin Asst.
01	51200	1108	TEC Taxes	\$ 200	To Increase Base Pay for Admin Asst.
01	51200	1115	Retirement	\$ 600	To Increase Base Pay for Admin Asst.
01	51200	1100	Salaries	\$ (23,800)	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51200	1105	FICA	\$ (1,900)	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51200	1106	Insurance	\$ (1,800)	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51200	1107	Workers Comp	\$ (200)	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51200	1108	TEC Taxes	\$ (200)	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51200	1115	Retirement	\$ (2,000)	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51400	1100	Salaries	\$ 50,000	To Increase Base Pay for Municipal Judge
01	51400	1105	FICA	\$ 4,000	To Increase Base Pay for Municipal Judge
01	51400	1107	Workers Comp	\$ 200	To Increase Base Pay for Municipal Judge
01	51400	1108	TEC Taxes	\$ 200	To Increase Base Pay for Municipal Judge
01	51400	1115	Retirement	\$ 4,100	To Increase Base Pay for Municipal Judge
01	51400	1100	Salaries	\$ 24,000	To Increase No. of hours for Alternate Judge
01	51400	1105	FICA	\$ 1,900	To Increase No. of hours for Alternate Judge
01	51400	1107	Workers Comp	\$ 100	To Increase No. of hours for Alternate Judge
01	51400	1108	TEC Taxes	\$ 100	To Increase No. of hours for Alternate Judge
01	51400	1115	Retirement	\$ 1,900	To Increase No. of hours for Alternate Judge
01	51500	1100	Salaries	\$ 40,000	To Increase Base Pay to Fire Chief Position
01	51500	1105	FICA	\$ 3,100	To Increase Base Pay to Fire Chief Position
01	51500	1107	Workers Comp	\$ 200	To Increase Base Pay to Fire Chief Position
01	51500	1108	TEC Taxes	\$ 200	To Increase Base Pay to Fire Chief Position
01	51500	1115	Retirement	\$ 3,300	To Increase Base Pay to Fire Chief Position
01	51700	1100	Salaries	\$ 8,900	To Increase Base Pay to Public Works Director
01	51700	1105	FICA	\$ 700	To Increase Base Pay to Public Works Director
01	51700	1107	Workers Comp	\$ 100	To Increase Base Pay to Public Works Director
01	51700	1108	TEC Taxes	\$ 200	To Increase Base Pay to Public Works Director
01	51700	1115	Retirement	\$ 800	To Increase Base Pay to Public Works Director
01	51700	1100	Salaries	\$ 10,000	To Increase Base Pay to Assistant Public Works Director
01	51700	1105	FICA	\$ 800	To Increase Base Pay to Assistant Public Works Director
01	51700	1107	Workers Comp	\$ 100	To Increase Base Pay to Assistant Public Works Director
01	51700	1108	TEC Taxes	\$ 100	To Increase Base Pay to Assistant Public Works Director
01	51700	1115	Retirement	\$ 900	To Increase Base Pay to Assistant Public Works Director
01	51800	1100	Salaries	\$ 23,800	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51800	1105	FICA	\$ 1,900	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51800	1106	Insurance	\$ 1,800	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51800	1107	Workers Comp	\$ 200	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51800	1108	TEC Taxes	\$ 200	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51800	1115	Retirement	\$ 2,000	To ratify reclassification from Records Clerk to Web Developer and Transfer to IT Department
01	51800	1100	Salaries	\$ 13,200	To allocate difference in base pay for Web Developer Position reclassified from Records Clerk
01	51800	1105	FICA	\$ 1,100	To allocate difference in base pay for Web Developer Position reclassified from Records Clerk
01	51800	1107	Workers Comp	\$ 100	To allocate difference in base pay for Web Developer Position reclassified from Records Clerk
01	51800	1108	TEC Taxes	\$ 200	To allocate difference in base pay for Web Developer Position reclassified from Records Clerk
01	51800	1115	Retirement	\$ 1,100	To allocate difference in base pay for Web Developer Position reclassified from Records Clerk
01	51800	1100	Salaries	\$ 10,000	To merge assignment pay to base pay per Compensation Study for IT Director
01	51800	1105	FICA	\$ 800	To merge assignment pay to base pay per Compensation Study for IT Director
01	51800	1107	Workers Comp	\$ 100	To merge assignment pay to base pay per Compensation Study for IT Director
01	51800	1108	TEC Taxes	\$ 200	To merge assignment pay to base pay per Compensation Study for IT Director
01	51800	1115	Retirement	\$ 900	To merge assignment pay to base pay per Compensation Study for IT Director
01	51800	1100	Salaries	\$ 5,000	To add assignment pay to Assistant IT Director for Drone Program
01	51800	1105	FICA	\$ 400	To add assignment pay to Assistant IT Director for Drone Program
01	51800	1107	Workers Comp	\$ 100	To add assignment pay to Assistant IT Director for Drone Program
01	51800	1108	TEC Taxes	\$ 200	To add assignment pay to Assistant IT Director for Drone Program
01	51800	1115	Retirement	\$ 500	To add assignment pay to Assistant IT Director for Drone Program
01	51800	1100	Salaries	\$ 96,000	To add (2) FTE Cybersecurity Analyst for new Wi-Fi Program
01	51800	1105	FICA	\$ 7,400	To add (2) FTE Cybersecurity Analyst for new Wi-Fi Program
01	51800	1106	Insurance	\$ 3,600	To add (2) FTE Cybersecurity Analyst for new Wi-Fi Program
01	51800	1107	Workers Comp	\$ 500	To add (2) FTE Cybersecurity Analyst for new Wi-Fi Program

01	51800	1108	TEC Taxes	\$	200	To add (2) FTE Cybersecurity Analyst for new Wi-Fi Program
01	51800	1115	Retirement	\$	7,900	To add (2) FTE Cybersecurity Analyst for new Wi-Fi Program
01	51800	1100	Salaries	\$	44,000	To add (1) FTE Network Analyst for new Wi-Fi Program
01	51800	1105	FICA	\$	3,400	To add (1) FTE Network Analyst for new Wi-Fi Program
01	51800	1106	Insurance	\$	1,800	To add (1) FTE Network Analyst for new Wi-Fi Program
01	51800	1107	Workers Comp	\$	200	To add (1) FTE Network Analyst for new Wi-Fi Program
01	51800	1108	TEC Taxes	\$	200	To add (1) FTE Network Analyst for new Wi-Fi Program
01	51800	1115	Retirement	\$	3,600	To add (1) FTE Network Analyst for new Wi-Fi Program
01	52000	1100	Salaries	\$	5,000	To add assignment pay to Reference Assistant for Art Galleria
01	52000	1105	FICA	\$	400	To add assignment pay to Reference Assistant for Art Galleria
01	52000	1107	Workers Comp	\$	100	To add assignment pay to Reference Assistant for Art Galleria
01	52000	1108	TEC Taxes	\$	200	To add assignment pay to Reference Assistant for Art Galleria
01	52000	1115	Retirement	\$	500	To add assignment pay to Reference Assistant for Art Galleria
01	52100	1100	Salaries	\$	68,400	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	52100	1105	FICA	\$	5,300	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	52100	1106	Insurance	\$	1,800	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	52100	1107	Workers Comp	\$	200	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	52100	1108	TEC Taxes	\$	200	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	52100	1115	Retirement	\$	5,600	To reclassify and reallocate funds for Public Affairs Liaison from Admin to Grants Department
01	52100	1100	Salaries	\$	12,500	To increase base pay for Public Affairs Liaison Position for additional duties in Grants Department
01	52100	1105	FICA	\$	1,000	To increase base pay for Public Affairs Liaison Position for additional duties in Grants Department
01	52100	1107	Workers Comp	\$	100	To increase base pay for Public Affairs Liaison Position for additional duties in Grants Department
01	52100	1108	TEC Taxes	\$	200	To increase base pay for Public Affairs Liaison Position for additional duties in Grants Department
01	52100	1115	Retirement	\$	1,100	To increase base pay for Public Affairs Liaison Position for additional duties in Grants Department
01	52100	1100	Salaries	\$	108,000	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	52100	1105	FICA	\$	8,300	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	52100	1106	Insurance	\$	1,800	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	52100	1107	Workers Comp	\$	500	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	52100	1108	TEC Taxes	\$	200	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	52100	1115	Retirement	\$	8,800	To reclassify and reallocate funds for Director of External Affairs from Admin to Grants Department
01	52100	1100	Salaries	\$	22,900	To increase base pay for Director of External Affairs Position for additional duties in Grants Department
01	52100	1105	FICA	\$	1,800	To increase base pay for Director of External Affairs Position for additional duties in Grants Department
01	52100	1107	Workers Comp	\$	200	To increase base pay for Director of External Affairs Position for additional duties in Grants Department
01	52100	1108	TEC Taxes	\$	200	To increase base pay for Director of External Affairs Position for additional duties in Grants Department
01	52100	1115	Retirement	\$	1,900	To increase base pay for Director of External Affairs Position for additional duties in Grants Department
01	52200	1100	Salaries	\$	(50,000)	To remove (-1) FTE Position of Parks and Recs Division Head and reallocate funds to new OSE Department
01	52200	1105	FICA	\$	(3,900)	To remove (-1) FTE Position of Parks and Recs Division Head and reallocate funds to new OSE Department
01	52200	1106	Insurance	\$	(1,800)	To remove (-1) FTE Position of Parks and Recs Division Head and reallocate funds to new OSE Department
01	52200	1107	Workers Comp	\$	(300)	To remove (-1) FTE Position of Parks and Recs Division Head and reallocate funds to new OSE Department
01	52200	1108	TEC Taxes	\$	(200)	To remove (-1) FTE Position of Parks and Recs Division Head and reallocate funds to new OSE Department
01	52200	1115	Retirement	\$	(4,100)	To remove (-1) FTE Position of Parks and Recs Division Head and reallocate funds to new OSE Department
01	52200	1105	FICA	\$	1,800	To allocate benefits and merge 2 PT Custodians into (1) FTE Custodian
01	52200	1106	Insurance	\$	1,800	To allocate benefits and merge 2 PT Custodians into (1) FTE Custodian
01	52200	1107	Workers Comp	\$	200	To allocate benefits and merge 2 PT Custodians into (1) FTE Custodian
01	52200	1108	TEC Taxes	\$	200	To allocate benefits and merge 2 PT Custodians into (1) FTE Custodian
01	52200	1115	Retirement	\$	1,900	To allocate benefits and merge 2 PT Custodians into (1) FTE Custodian
01	52300	1100	Salaries	\$	40,000	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	52300	1105	FICA	\$	3,100	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	52300	1106	Insurance	\$	1,800	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	52300	1107	Workers Comp	\$	200	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	52300	1108	TEC Taxes	\$	200	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	52300	1115	Retirement	\$	3,300	To reclassify and reallocate funds for Fiscal Assets Management Analyst from Finance to New OSE Department
01	52300	1100	Salaries	\$	96,900	To create new (1) FTE Director Position for new OSE Department
01	52300	1105	FICA	\$	1,800	To create new (1) FTE Director Position for new OSE Department
01	52300	1106	Insurance	\$	1,800	To create new (1) FTE Director Position for new OSE Department
01	52300	1107	Workers Comp	\$	100	To create new (1) FTE Director Position for new OSE Department
01	52300	1108	TEC Taxes	\$	200	To create new (1) FTE Director Position for new OSE Department
01	52300	1115	Retirement	\$	7,900	To create new (1) FTE Director Position for new OSE Department
01	52300	1100	Salaries	\$	5,200	To add Car Allowance to New Director Position for new OSE Department
01	52300	1105	FICA	\$	1,800	To add Car Allowance to New Director Position for new OSE Department
01	52300	1107	Workers Comp	\$	100	To add Car Allowance to New Director Position for new OSE Department
01	52300	1108	TEC Taxes	\$	200	To add Car Allowance to New Director Position for new OSE Department
01	52300	1115	Retirement	\$	500	To add Car Allowance to New Director Position for new OSE Department
01	52300	1100	Salaries	\$	58,100	To allocate funds for Finance Manager Transferred position from PEDC to new OSE Department
01	52300	1105	FICA	\$	4,500	To allocate funds for Finance Manager Transferred position from PEDC to new OSE Department
01	52300	1107	Workers Comp	\$	500	To allocate funds for Finance Manager Transferred position from PEDC to new OSE Department
01	52300	1108	TEC Taxes	\$	100	To allocate funds for Finance Manager Transferred position from PEDC to new OSE Department
01	52300	1115	Retirement	\$	4,800	To allocate funds for Finance Manager Transferred position from PEDC to new OSE Department
01	52500	1100	Salaries	\$	(4,000)	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
01	52500	1105	FICA	\$	(300)	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
01	52500	1107	Workers Comp	\$	(100)	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
01	52500	1108	TEC Taxes	\$	(200)	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
01	52500	1115	Retirement	\$	(400)	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
01	52500	1100	Salaries	\$	(3,000)	To remove and reallocate assignment pay for Director from Communications to EMS
01	52500	1105	FICA	\$	(300)	To remove and reallocate assignment pay for Director from Communications to EMS
01	52500	1107	Workers Comp	\$	(100)	To remove and reallocate assignment pay for Director from Communications to EMS
01	52500	1108	TEC Taxes	\$	(200)	To remove and reallocate assignment pay for Director from Communications to EMS
01	52500	1115	Retirement	\$	(300)	To remove and reallocate assignment pay for Director from Communications to EMS
01	52500	1100	Salaries	\$	137,200	To increase base pay for 28 Telecommunications Officers based on Compensation Study
01	52500	1105	FICA	\$	10,500	To increase base pay for 28 Telecommunications Officers based on Compensation Study
01	52500	1107	Workers Comp	\$	700	To increase base pay for 28 Telecommunications Officers based on Compensation Study
01	52500	1108	TEC Taxes	\$	200	To increase base pay for 28 Telecommunications Officers based on Compensation Study
01	52500	1115	Retirement	\$	11,200	To increase base pay for 28 Telecommunications Officers based on Compensation Study
01	52500	1100	Salaries	\$	19,600	To increase base pay for 4 Telecommunications Supervisors based on Compensation Study
01	52500	1105	FICA	\$	1,500	To increase base pay for 4 Telecommunications Supervisors based on Compensation Study
01	52500	1107	Workers Comp	\$	100	To increase base pay for 4 Telecommunications Supervisors based on Compensation Study
01	52500	1108	TEC Taxes	\$	200	To increase base pay for 4 Telecommunications Supervisors based on Compensation Study
01	52500	1115	Retirement	\$	1,600	To increase base pay for 4 Telecommunications Supervisors based on Compensation Study
01	52600	1100	Salaries	\$	5,000	To increase base pay for HR Coordinator per compensation study
01	52600	1105	FICA	\$	400	To increase base pay for HR Coordinator per compensation study
01	52600	1107	Workers Comp	\$	100	To increase base pay for HR Coordinator per compensation study
01	52600	1108	TEC Taxes	\$	200	To increase base pay for HR Coordinator per compensation study
01	52600	1115	Retirement	\$	500	To increase base pay for HR Coordinator per compensation study
01	52600	1100	Salaries	\$	5,000	To increase base pay for Payroll Coordinator per compensation study
01	52600	1105	FICA	\$	400	To increase base pay for Payroll Coordinator per compensation study
01	52600	1107	Workers Comp	\$	100	To increase base pay for Payroll Coordinator per compensation study
01	52600	1108	TEC Taxes	\$	200	To increase base pay for Payroll Coordinator per compensation study
01	52600	1115	Retirement	\$	500	To increase base pay for Payroll Coordinator per compensation study
01	52600	1100	Salaries	\$	5,000	To increase base pay for Risk Manager Coordinator per compensation study
01	52600	1105	FICA	\$	400	To increase base pay for Risk Manager Coordinator per compensation study
01	52600	1107	Workers Comp	\$	100	To increase base pay for Risk Manager Coordinator per compensation study
01	52600	1108	TEC Taxes	\$	200	To increase base pay for Risk Manager Coordinator per compensation study
01	52600	1115	Retirement	\$	500	To increase base pay for Risk Manager Coordinator per compensation study
01	52600	1100	Salaries	\$	(5,000)	To remove assignment pay for Benefits' Administrator duties
01	52600	1105	FICA	\$	(400)	To remove assignment pay for Benefits' Administrator duties
01	52600	1107	Workers Comp	\$	(100)	To remove assignment pay for Benefits' Administrator duties
01	52600	1108	TEC Taxes	\$	(200)	To remove assignment pay for Benefits' Administrator duties
01	52600	1115	Retirement	\$	(500)	To remove assignment pay for Benefits' Administrator duties
01	52600	1100	Salaries	\$	9,000	To increase base pay for 3 HR Specialist per compensation study
01	52600	1105	FICA	\$	700	To increase base pay for 3 HR Specialist per compensation study
01	52600	1107	Workers Comp	\$	100	To increase base pay for 3 HR Specialist per compensation study
01	52600	1108	TEC Taxes	\$	200	To increase base pay for 3 HR Specialist per compensation study
01	52600	1115	Retirement	\$	800	To increase base pay for 3 HR Specialist per compensation study
01	52300	2201	Office Supplies	\$	1,500	To allocate operational budget for new created department
01	52300	2208	Other Operating Supplies	\$	1,000	To allocate operational budget for new created department
01	52300	5530	Contractual Services	\$	5,000	To allocate operational budget for new created department
01	52300	6601	Gas & Oil	\$	500	To allocate operational budget for new created department
01	53000	9941	Janitorial Supplies	\$	50,000	To allocate additional funds needed for Janitorial supplies for current FY
01	53000	9980-65	Transfer Out Event Center	\$	(65,000)	To reduce and reallocate remaining budgeted amount to fund Event Center no longer in existence
Total Expenditures Increase/(Decrease)				\$	1,240,300	
NET EFFECT ON GENERAL FUND:				\$	392,300	←Cash Available
EVENT CENTER						
REVENUES:						
65	4	4-4883-01	Transfer In- GF	\$	65,000	To reduce transfer needed from GF to support Event Center no longer in existence
Total Revenues (Increase)/Decrease				\$	65,000	
EXPENSES:						

65	51000	1100	Salaries	\$	(65,000)	To reduce transfer needed from GF to support Event Center no longer in existence
			Total Expenditures Increase/(Decrease)	\$	(65,000)	
			NET EFFECT ON EVENT CENTER SERVICES	\$	-	←No Effect
REVENUES:				EMS		
62	4	4662	Ground Revenue	\$	16,600	To Increase Ground Revenue
			Total Revenues (Increase)/Decrease	\$	16,600	
EXPENSES:						
62	52500	1100	Salaries	\$	4,000	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
62	52500	1105	FICA	\$	300	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
62	52500	1107	Workers Comp	\$	100	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
62	52500	1108	TEC Taxes	\$	200	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
62	52500	1115	Retirement	\$	400	To remove and reallocate assignment pay for Admin Assistant from Communications to EMS
62	52500	1100	Salaries	\$	3,000	To remove and reallocate assignment pay for Director from Communications to EMS
62	52500	1105	FICA	\$	300	To remove and reallocate assignment pay for Director from Communications to EMS
62	52500	1107	Workers Comp	\$	100	To remove and reallocate assignment pay for Director from Communications to EMS
62	52500	1108	TEC Taxes	\$	200	To remove and reallocate assignment pay for Director from Communications to EMS
62	52500	1115	Retirement	\$	300	To remove and reallocate assignment pay for Director from Communications to EMS
62	52500	1100	Salaries	\$	(21,700)	To reduce Base Pay From (3) EMT Advanced to EMT Basic (Penitas)
62	52500	1105	FICA	\$	(1,700)	To reduce Base Pay From (3) EMT Advanced to EMT Basic (Penitas)
62	52500	1107	Workers Comp	\$	(200)	To reduce Base Pay From (3) EMT Advanced to EMT Basic (Penitas)
62	52500	1108	TEC Taxes	\$	(100)	To reduce Base Pay From (3) EMT Advanced to EMT Basic (Penitas)
62	52500	1115	Retirement	\$	(1,800)	To reduce Base Pay From (3) EMT Advanced to EMT Basic (Penitas)
			Total Expenditures Increase/(Decrease)	\$	(16,600)	
			NET EFFECT ON EMS SERVICES	\$	-	←No Effect
REVENUES:				BRIDGE		
70	4	4662	Toll Revenues	\$	(1,200,000)	To reflect more than budgeted Toll Fees collections
			Total Revenues (Increase)/Decrease	\$	(1,200,000)	
EXPENSES:						
70	51000	8805	Other Site Improvements	\$	250,000	To allocate funds to cover for Fencing Site Improvements
70	51000	5530	Contractual Services	\$	950,000	To allocate funds for Designing and contractual services for Bridge Expansion Twin Lane
			Total Expenditures Increase/(Decrease)	\$	1,200,000	
			NET EFFECT ON VIRDG SERVICES	\$	-	
REVENUES:				GOLF		
75	4			\$	-	
			Total Revenues (Increase)/Decrease	\$	-	
EXPENSES:						
75	51000	8804	Other Equipment	\$	12,500	To reallocate funds for purchase of Capital Equipment (Tractor) needed at Golf Course
75	51000	1100	Salaries	\$	(12,500)	To reallocate funds for purchase of Capital Equipment (Tractor) needed at Golf Course
			Total Expenditures Increase/(Decrease)	\$	-	
			NET EFFECT ON EVENT CENTER SERVICES	\$	-	
REVENUES:				PHARR CHAMBER		
81	4	4669	Food and Beverages	\$	45,000	To remove funds originally budgeted for Deli Revenues
81	4	4664-65	Transfer in-Event Center	\$	24,900	To remove funds originally budgeted for Deli Revenues transferred from Event Center
			Total Revenues (Increase)/Decrease	\$	69,900	
EXPENSES:						
81	51000	1100	Salaries	\$	(15,000)	To reduce original amount budgeted for Chamber President Position
81	51000	1105	FICA	\$	(1,200)	To reduce original amount budgeted for Chamber President Position
81	51000	1115	Retirement	\$	(1,300)	To reduce original amount budgeted for Chamber President Position
81	51000	1100	Salaries	\$	(33,800)	To remove funds and reallocate (1) FTE to Administration for the Deli Manager position for portion of FY 2020-2021
81	51000	1105	FICA	\$	(2,600)	To remove funds and reallocate (1) FTE to Administration for the Deli Manager position for portion of FY 2020-2021
81	51000	1106	Health Insurance	\$	7,400	To remove funds and reallocate (1) FTE to Administration for the Deli Manager position for portion of FY 2020-2021
81	51000	1115	Retirement	\$	(2,600)	To remove funds and reallocate (1) FTE to Administration for the Deli Manager position for portion of FY 2020-2021
81	51000	1100	Salaries	\$	(17,200)	To remove funds and reallocate one (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	1105	FICA	\$	(1,400)	To remove funds and reallocate one (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	1106	Health Insurance	\$	(7,400)	To remove funds and reallocate one (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	1115	Retirement	\$	(1,400)	To remove funds and reallocate one (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	1100	Salaries	\$	(17,200)	To remove funds and reallocate 2 PT (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	1105	FICA	\$	(1,400)	To remove funds and reallocate 2 PT (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	1115	Retirement	\$	(1,400)	To remove funds and reallocate 2 PT (1) FTE to Administration for Deli Clerk position for portion of FY 2020-2021
81	51000	2218	Snack Bar Supplies	\$	(33,800)	To remove funds and reallocate to Non-Departmental for Snack/Deli supplies for portion of FY 2020-2021
81	51000	2208	Other Operating Supplies	\$	35,500	
81	51000	9980-01	Transfer Out-GF	\$	24,900	To remove funds originally budgeted to fund one Deli concession manager now transferred to Admin
			Total Expenditures Increase/(Decrease)	\$	(69,900)	
			NET EFFECT ON PHARR CHAMBER	\$	-	
REVENUES:				PEDC		
			Total Revenues (Increase)/Decrease	\$	-	
EXPENSES:						
86	51000	1100	Salaries	\$	(58,100)	To remove position and funds for Finance Manager Transferred position from PEDC to new OSE Department
86	51000	1105	FICA	\$	(4,500)	To remove position and funds for Finance Manager Transferred position from PEDC to new OSE Department
86	51000	1107	Workers Comp	\$	(500)	To remove position and funds for Finance Manager Transferred position from PEDC to new OSE Department
86	51000	1108	TEC Taxes	\$	(100)	To remove position and funds for Finance Manager Transferred position from PEDC to new OSE Department
86	51000	1115	Retirement	\$	(4,800)	To remove position and funds for Finance Manager Transferred position from PEDC to new OSE Department
86	51000	9980-01	Transfer Out-GF	\$	68,000	To remove position and funds for Finance Manager Transferred position from PEDC to new OSE Department
			Total Expenditures Increase/(Decrease)	\$	-	
			NET EFFECT ON PEDC	\$	-	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement to purchase the property located at 305 S. Cage Blvd. in the amount of \$83,162.00.

Classification: Regular

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

Issue:

Fiscal Consideration: \$83,162.00

Staff Recommendation: Staff recommends approval.

Alternatives: Not proceed with the purchase.

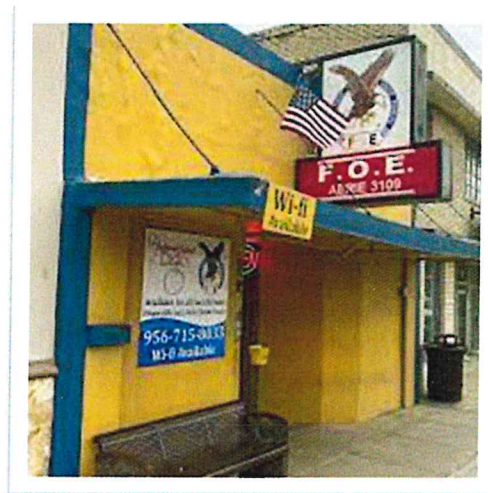
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 6/16/2021
Approved - 6/16/2021
New - 1/1/1900



305 S. Cage Blv.

Pharr, TX 78577

APPRAISAL AS OF 2020

Called Hidalgo Appraisal this morning, and as of 2020 the property is valued at \$83,162

TAXES OWED AS OF 2020

AS PER MR. PAUL VILLARREAL OF TAX ASSESSOR THEY OWE \$2,334.88

Hidalgo CAD

Property Search > 259579 FRATERNAL ORDER OF EAGLES OF PHARR TEXAS for Year 2021

Tax Year: 2021

Property

Account

Property ID:	259579	Legal Description:	PHARR ORIGINAL TOWNSITE LOT 3, BLK 58
Geographic ID:	P6400-00-058-0003-00	Zoning:	CO
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	305 S CAGE BLVD PHARR, TX	Mapsco:	
Neighborhood:	CAGE PROJECT SPA	Map ID:	CPR VOL 3 PG 32
Neighborhood CD:	CAGESPA		

Owner

Name:	FRATERNAL ORDER OF EAGLES OF PHARR TEXAS	Owner ID:	634735
Mailing Address:	305 S CAGE BLVD PHARR, TX 78577-4825	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$46,599	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$36,563	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$83,162	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$83,162	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$83,162	

Taxing Jurisdiction

Owner: FRATERNAL ORDER OF EAGLES OF PHARR TEXAS

% Ownership: 100.000000000000%

Total Value: \$83,162

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$83,162	\$83,162	\$0.00
CPR	CITY OF PHARR	0.717600	\$83,162	\$83,162	\$596.77
DR1	DRAINAGE DISTRICT #1	0.102600	\$83,162	\$83,162	\$85.32
GHD	HIDALGO COUNTY	0.575000	\$83,162	\$83,162	\$478.18
JCC	SOUTH TEXAS COLLEGE	0.171800	\$83,162	\$83,162	\$142.87
R17	ROAD DIST 17	0.000000	\$83,162	\$83,162	\$0.00
SPA	PSJA ISD	1.267500	\$83,162	\$83,162	\$1,054.08
SST	SOUTH TEXAS SCHOOL	0.049200	\$83,162	\$83,162	\$40.92
Total Tax Rate:		2.883700			
Taxes w/Current Exemptions:					\$2,398.14
Taxes w/o Exemptions:					\$2,398.14

Improvement / Building

Improvement #1:	COMMERCIAL	State Code:	F1	Living Area:	2005.0 sqft	Value: \$46,599
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
BAR	BAR/LOUNGE/TAVERN	46 - DAV	BRKV	1980	1455.0
BAR	BAR/LOUNGE/TAVERN	46 - DAV	BRKV	1980	550.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.0746	3250.00	25.00	130.00	\$36,563	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	\$46,599	\$36,563	0	83,162	\$0	\$83,162
2020	\$49,188	\$36,563	0	85,751	\$0	\$85,751
2019	\$44,011	\$36,563	0	80,574	\$0	\$80,574
2018	\$44,011	\$36,563	0	80,574	\$0	\$80,574
2017	\$44,011	\$36,563	0	80,574	\$0	\$80,574
2016	\$29,980	\$40,625	0	70,605	\$0	\$70,605
2015	\$18,449	\$40,625	0	59,074	\$0	\$59,074
2014	\$20,756	\$40,625	0	61,381	\$0	\$61,381
2013	\$18,449	\$40,625	0	59,074	\$0	\$59,074
2012	\$20,756	\$40,625	0	61,381	\$0	\$61,381
2011	\$22,485	\$40,625	0	63,110	\$0	\$63,110
2010	\$36,786	\$39,975	0	76,761	\$0	\$76,761
2009	\$36,787	\$39,975	0	76,762	\$0	\$76,762
2008	\$36,787	\$39,975	0	76,762	\$0	\$76,762
2007	\$23,588	\$13,813	0	37,401	\$0	\$37,401

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/16/2006	WDV	WARRANTY DEED/VENDORS LIEN	RIVAS ISRAEL	FRATERNAL ORDER OF EAGLES OF PHARR TEXAS			1615930
2	4/21/2004	WDV	WARRANTY DEED/VENDORS LIEN	WILLINGHAM ARNOLDO	RIVAS ISRAEL			1325603
3	9/28/1999	WDV	WARRANTY DEED/VENDORS LIEN	ELSBERRY HARRY V & MARIE L	WILLINGHAM ARNOLDO			810282

Tax Due

Property Tax Information as of 06/11/2021

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: June 17, 2021

MEETING DATE: June 21, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to award Construction Contract for the Javelina Drive Monument Signs Project

Classification: Regular

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

Issue: On June 8th 2021, formal bids were received and opened with three (4) bids ranging from \$231,860 to \$371,152.

Project No. 2021-01-528-C003-145

Fiscal Consideration: Project Bid \$231,860

Staff Recommendation: Staff recommends award of contract for the Javelina Drive Monument Signs Project to the lowest responsive and responsible bidder, FSG from Harlingen, TX in the amount of \$231,860

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 6/17/2021
Approved - 6/17/2021
Approved - 6/18/2021
Approved - 6/18/2021
New - 1/1/1900

 Pharr
P u r c h a s i n g
CITY OF PHARR
PURCHASING DEPARTMENT
MEMORANDUM

DATE: June 8, 2021

TO: Omar Anzaldua, P.E., City Engineer

FROM: Ignacio Amezcua, Purchasing Director 

SUBJECT: Project # 2021-01-528-C003-145
JAVELINA DRIVE MONUMENT SIGN PROJECT

Attached please find an "electronic" copy of the bid tabulation. Bid documents can be accessed on Procureware at <https://pharr.procureware.com>.

Kindly submit your written recommendation to Purchasing by Tuesday prior to the City Commission agenda deadline. (To allow ample time for review and concurrence your proposed recommendation).

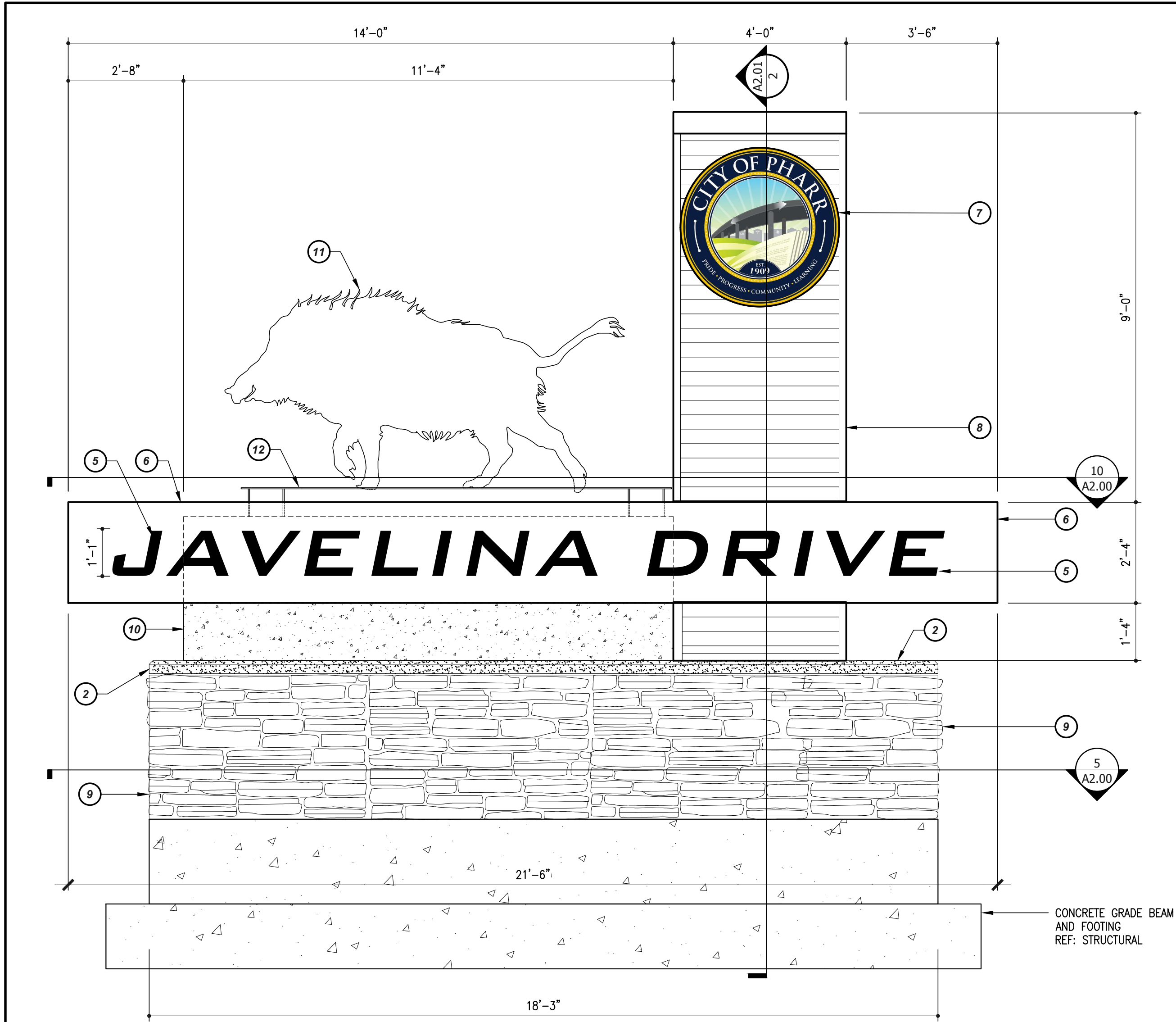
If any additional information is needed, please advise.

Attachment: Bid Tabulation



BID OPENING: JUNE 8, 2021 AT 3:00 P.M.
LOCATION: City Commission Room
JAVELINA DRIVE MONUMENT SIGNS PROJECT
PROJECT NO.: 2021-01-528-C003-145

PARTICIPATING VENDORS					FSG HARLINGEN, TX		TERRA FUERTE CONSTRUCTION, LLC MCALLEN, TX		J PENA CONSTRUCTION LTD. MCALLEN, TX		GONZALEZ ENGINEERING & MANAGEMENT, LLC EDINBURG, TX	
#	SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1		JAVELINA DRIVE MONUMENT SIGN	LS	4	\$53,965.00	\$215,860.00	\$58,450.00	\$233,800.00	\$64,500.00	\$258,000.00	\$90,638.00	\$362,552.00
2		CHAIN LINK FENCING	LF	4	\$2,000.00	\$8,000.00	\$1,250.00	\$5,000.00	\$2,000.00	\$8,000.00	\$150.00	\$600.00
TOTAL ITEMS 1-2					\$223,860.00		\$238,800.00		\$266,000.00		\$363,152.00	
#	SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3		CONTINGENCY ALLOWANCE	LS	1	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
ALLOWANCE BID SUBTOTAL ITEM 3					\$8,000		\$8,000		\$8,000		\$8,000	
TOTAL ITEMS 1-3					\$231,860.00		\$246,800.00		\$274,000.00		\$371,152.00	
#	SECTION	DESCRIPTION	UNIT	CALENDAR DAYS		CALENDAR DAYS		CALENDAR DAYS		CALENDAR DAYS		
1	N/A	TOTAL AMOUNT OF CALENDAR DAYS PROPOSED BY CONTRACTOR	DAYS	90		90		120		90		
BID BOND				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		
ADDENDUM #1				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		
ELECTRONIC BID SUBMITTED				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		

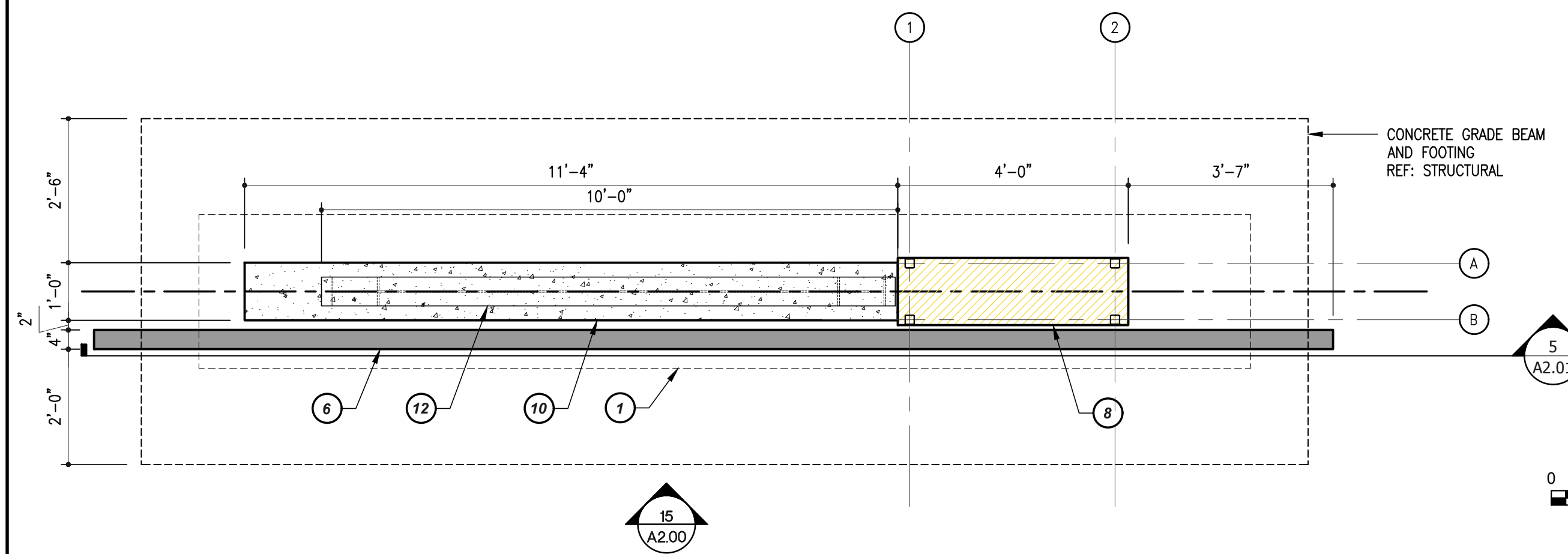


KEYED NOTES

- 1 CMU BACK-UP WALL. REFER TO STRUCTURAL.
- 2 CAST STONE COPING WITH 1" CHAMFER. ARCHITECT TO SELECT COLOR.
- 3 3-5/8" LIGHT GAUGE METAL FRAMING IN-FILL @ 12" O.C.
- 4 3"x3"x STEEL TUBE, PAINTED. STEEL TUBES TO BE CAPPED WITH 1/4" STEEL PLATE AND VENTED WITH WEEPS. EMBED STEEL TUBES MIN. 16" INTO CAST-IN-PLACE CONCRETE. REFER TO STRUCTURAL.
- 5 L.E.D. BACKLIT PRE-FABRICATED 13" CHANNEL LETTERING; REFER TO DTL. 17/A2.00.
- 6 SIGNAGE BACKGROUND BY QUALIFIED SIGN FABRICATOR: KYNAR PRE-FINISHED METAL OVER LIGHT-GAUGE METAL FRAMING. ANCHOR AS NECESSARY TO CONCRETE WALL AND TOWER. ARCHITECT TO SELECT COLOR.
- 7 METAL 'CITY SEAL' GRAPHIC BY QUALIFIED SIGN FABRICATOR. SPECIFICATIONS BY OWNER.
- 8 TOWER: KYNAR PRE-FINISHED CORRUGATED SHEET MTL. ANCHORED WITH SELF-TAPPING SCREWS (W/ RUBBER WASHER) TO LIGHT-GAUGE METAL FRAMING IN-FILL.
- 9 CULTURED STONE VENEER OVER CMU.
- 10 CAST-IN-PLACE ARCHITECTURAL CONCRETE WITH INTEGRAL COLOR, SMOOTH FINISH AND SEALED. 3/4" CHAMFER ON ALL EDGES. ARCHITECT TO SELECT COLOR.
- 11 JAVELINA 1/4" PLATE STEEL GRAPHIC, PAINTED. WELD TO W14 STEEL BEAM.
- 12 W14 STEEL BEAM, PAINTED. EMBED 6" INTO CONCRETE.

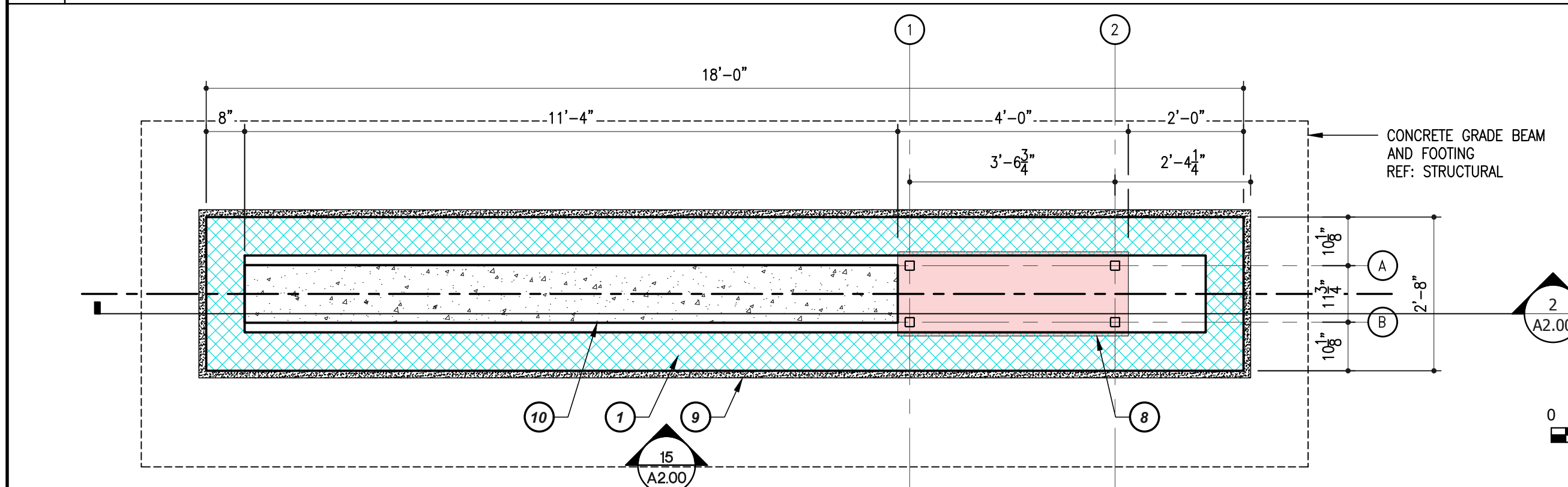
15 ELEVATION

Scale: 1/2" = 1'-0"



10 FLOOR PLAN

Scale: 1/2" = 1'-0"

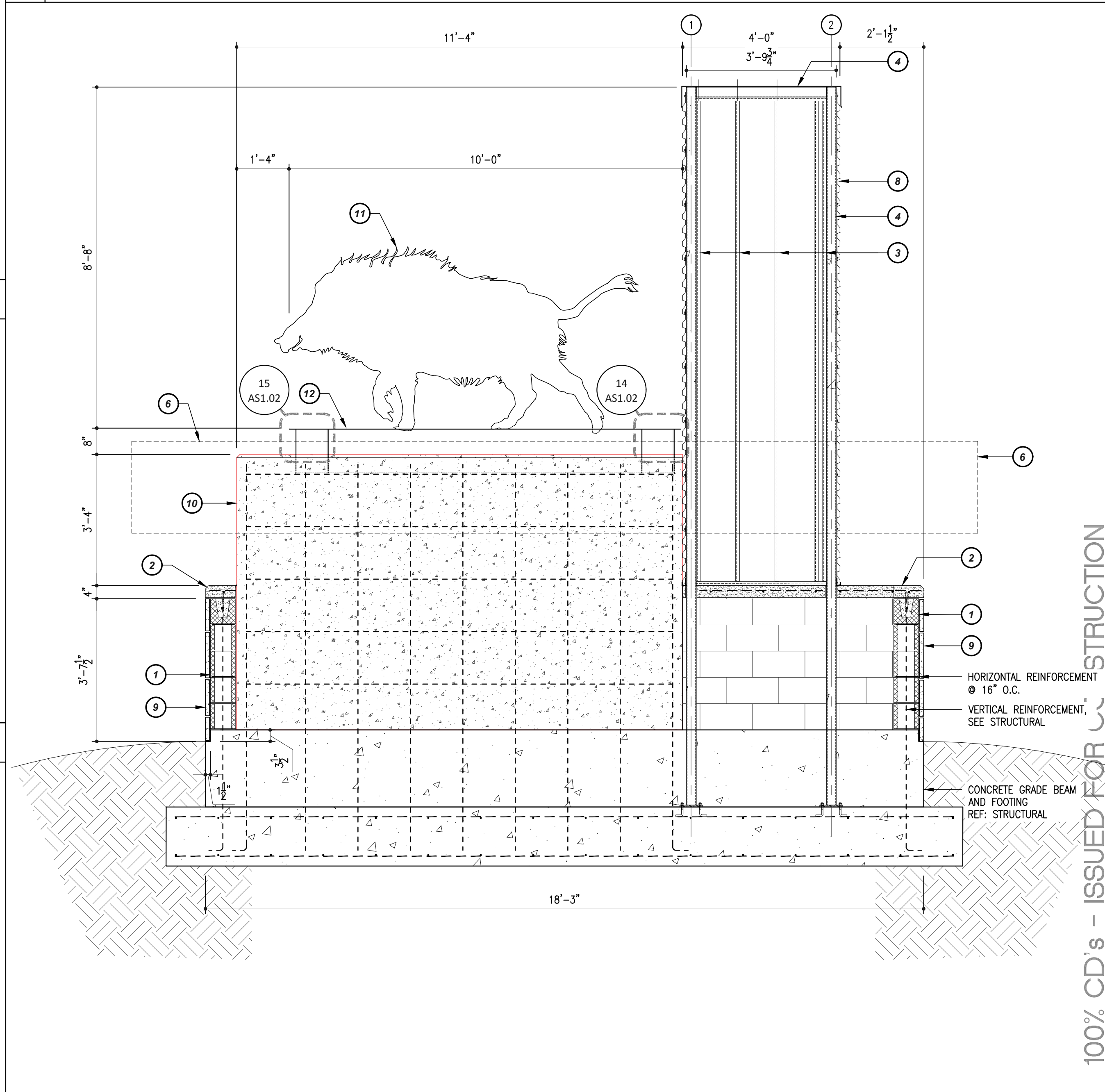


5 FLOOR PLAN

Scale: 1/2" = 1'-0"

17 DETAILS - PRE-FABRICATED SIGNAGE

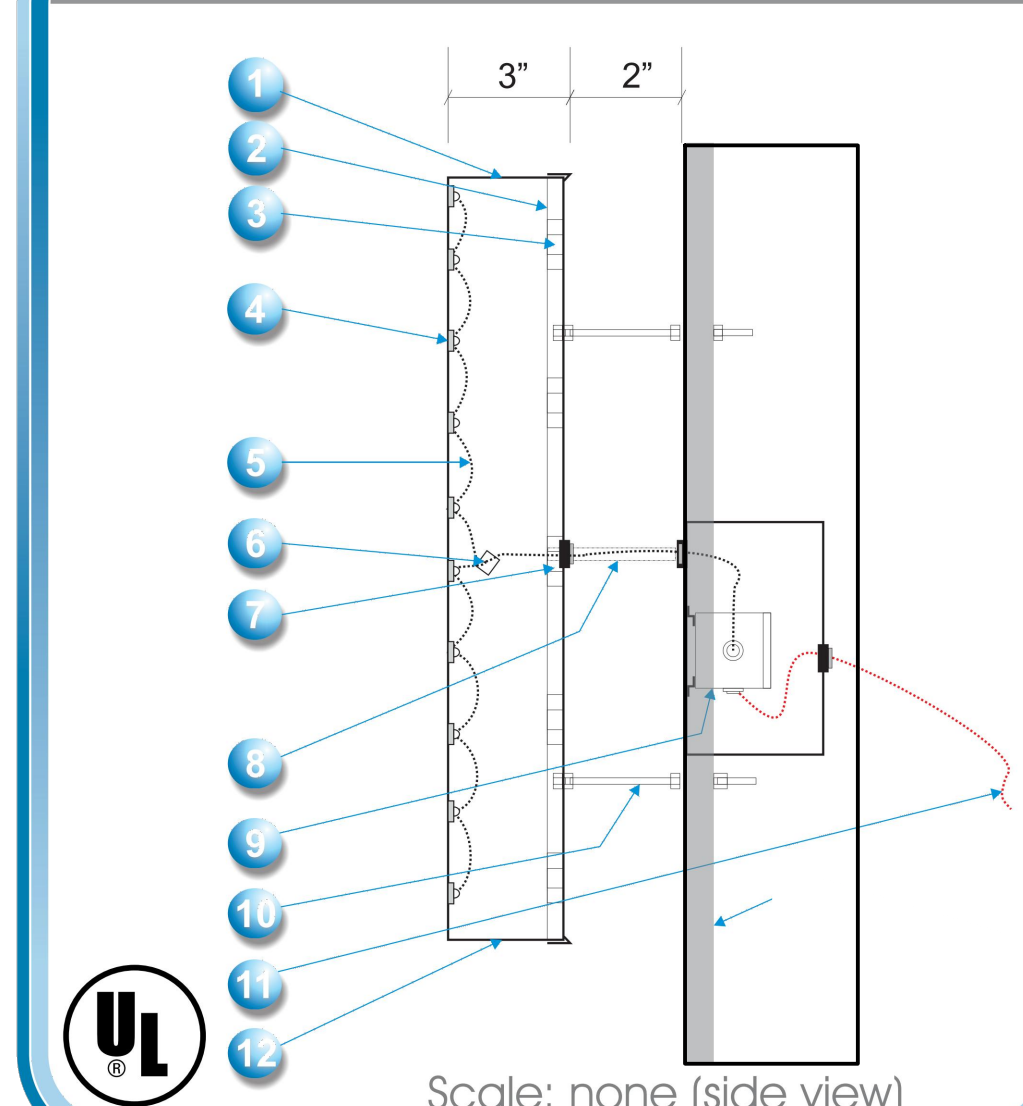
Scale: N.T.S.



2 WALL SECTION

Scale: 1/2" = 1'-0"

REVERSE ILLUMINATED CHANNEL LETTER



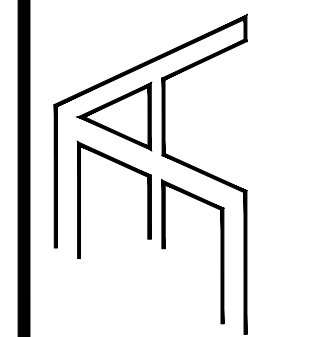
LINE ITEM DESCRIPTIONS:

1. Letter or Logo Channel .063 Aluminum Return.
2. 3/4" Copy or Logo Trim Cap Retainer.
3. 3/16" Plastic Face Letter or Logo.
4. C14 Short L.E.D. module.
5. PLCC Shielded L.E.D. cable wiring.
6. IDC Connector or Built Splices.
7. 1/2" Bushing.
8. 1/2" Seal-Tight Electrical Conduit.
9. 12v DC L.E.D. Power Supply Inside Wire-way. Must be accessible at all times for service.
10. All Rustproof Mounting Hardware To Be Determined By Existing Field Condition And Supplied by Installer.
11. 90° of 12 Gauge Copper Wire Connection (to be supplied by customer).
12. 1/4" Weep Hole (1 per letter base).

Note: Actual # of circuits to be determined by a Professional Electrical Contractor. All signage will be UL Listed, U.L. 2161 compliant and carry UL labels.

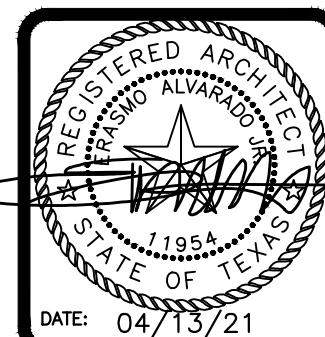
REVISIONS	

ALVARADO ARCHITECTS & ASSOCIATES, INC.
ARCHITECTS, PLANNERS, CONSTRUCTION MANAGEMENT, INTERIORS
307 SOUTH MAIN ST. DONNA, TEXAS 78537
TEL. (956) 464-8258 FAX. (956) 464-8259



Pharr
415 E. CLARK
PHARR, TX 78577
TEL. (956) 402-4550

CITY OF PHARR
JAVELINA DRIVE MONUMENT SIGNAGE
PHARR, TEXAS

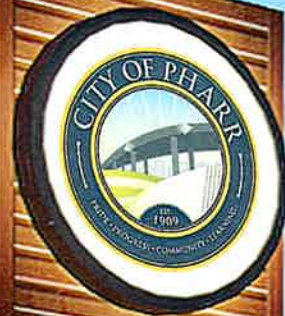


DRAWING TITLE:
FLOOR PLAN/
ELEVATIONS/DETAILS
FILE NAME:
JOB NO.:
1907
DATE:
04/13/21
DRAWN BY:
M.G.
CHECKED BY:
E.A. II/ E.A. III
SHEET:

A2.00



JAVELINA DRIVE





20 21

QUALIFICATIONS PORTFOLIO

**PREPARED BY FACILITY SOLUTIONS GROUP
FOR City of Pharr**

By Aaron Salinas - FSG Harlingen

8018 West Expressway 83, Harlingen TX

aaron.salinas@fsg.com | toll free: | local: (956) 230-2505 | fax: (956) 230-2506

TABLE OF CONTENTS

General Information about FSG

- 03 : About FSG and The Mission
- 04 : FSG Map
- 04 : Capabilities
- 06 : Safety
- 07 : FSG By The Numbers
- 08 : Finance and Insurance
- 09 : Licenses and Locations
- 11 : FSGE Credit Reference
- 12 : FSGL Credit Reference
- 13 : Bonding and Certification
- 15 : 2020 FSG Historical E-Mod Rating
- 16 : FEIN Verification Letter
- 17 : FSG Tax ID, DandB, SIC, etc.
- 18 : Sample COI

Some of Our Recent Projects

- City of El Paso Streetlight
- San Antonio International Airport
- ABIA Airport Expansion
- Total Men's Primary Care
- Universal City
- Eagle Landing UNT
- ABIA LED Digital Wayfinding Signage
- Velvet Taco
- Wolf Crossing
- Prosper ISD
- Barton Creek Square Mall
- Ben E. Keith

Other Included Material



ABOUT FSG

"What separates FSG from its competitors?"

FSG opened its doors in 1982 as a wholesale lighting supplier. Over the years, FSG has grown to incorporate multiple areas of expertise. FSG offers our customers the time and money saving advantages of a single-source provider. We design, fabricate, install, support, and service turnkey solutions that lower ownership costs both now and throughout the solution's life cycle.

THE MISSION

Quality of Life

To willingly contribute to the quality of life of all employees, customers, vendors and the general community, specifically by our good, unselfish works of service that originate in pure hearts, by seeking to honor God and His desire.

Unlimited Achievement

Provide excellent jobs, satisfying careers, and a foundation of unlimited achievement for all of our employees.

Return on Investment

Meet or exceed the expectations of all employees and investors for a fair return and growth in the value of their investment whether it be time, talent, or equity.

Quality Products, Service, and Support

Carry out our commitment to consistently provide our customers with superior value through quality products, service, and support.

Around The Nation, Around The Corner

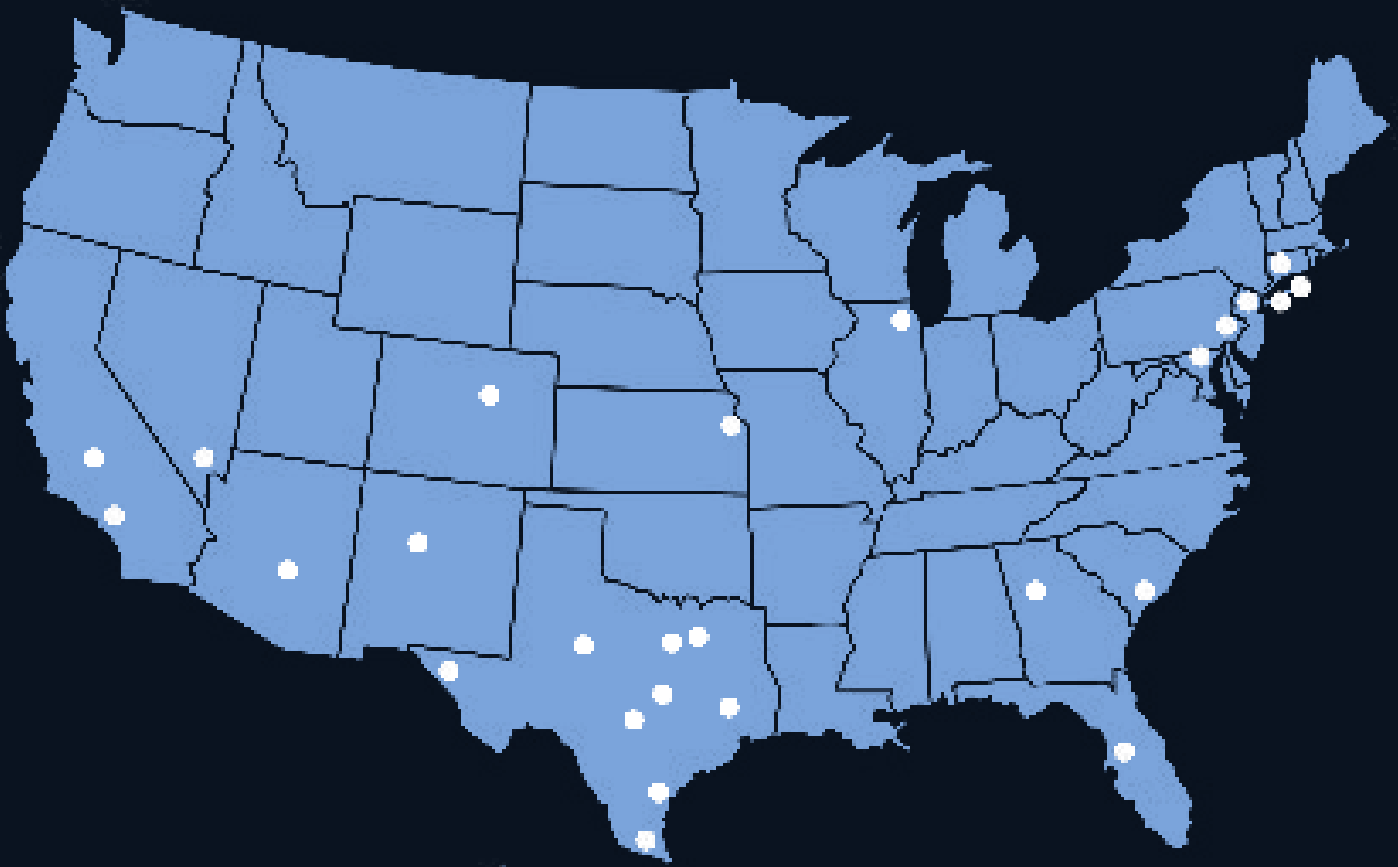
29 Locations | 2,311 Employees

FSG Corporate Positions

Laney Bedwell | HR Director
Cory Bruner | Director of Safety & Risk

Bill Graham | CEO
Bob Graham | CSO
Tom Riland | CTO

Avra Garcia | Finance
Joe Arellano | Purchasing Director



FSG Market Leaders

David Attardi
Brookfield, CT
Baltimore, MD
Livonia, MI
Perth Amboy, NJ
North Charleston, SC

Scott Davis
Denver, CO

Eric Erickson
Perth Amboy, NJ

Steve Frank
Kansas City, KS
Bensenville, IL

Alan Giroux
San Antonio, TX

David Jacobs
Signs - Austin, TX

Jared Johnson
Fairfield, CA
Placentia, CA

Hunter Kasten
Indianapolis, IN

Jerrold Kew
El Paso, TX

Mark Mitchell
Dallas, TX
Fort Worth, TX

Leon Mowadia
New York, NY

Billy Ramirez
Albuquerque, NM

Joe Reuter
Conshohocken, PA

Gary Roy
Houston, TX

Ronnie Sharp
Irvine, CA

Joe Hill
Smart Buildings
-Austin, TX

Sam Smith
Austin, TX

Ricky Tripodo
Lynbrook, NY

Victor Williams
Tampa, FL
Miami, FL

Jason Zipprian
Corpus Christi, TX
Harlingen, TX

Michael Baucom
Phoenix, AZ

Troy Boscia
Las Vegas, NV

FSG's **CAPABILITIES**

Electrical Construction

Pre-Construction
Integrated Solutions
Plan & Spec-Design Assist
Design Build
Pre-Fabrication

Electrical Service

On-Call Reactive Repair
Disaster Recovery
Proactive Maintenance
Electrical Installation
Aerial & Rappelling Services
Lighting Maintenance

Lighting Retrofit Projects

Large Industrial Facilities
Restaurants & Retail Locations
Large Commercial Offices
Sports Fields
Facility Exteriors
Parking Areas & Facility Lots
Custom Installations

Sign Solutions

Design Services
Fabrication Services
Installation Services
Repair
Maintenance
National Brand Signage

Sustainable Energy Solutions

EMS System Design
EMS System Installation
EMS Sytem Integration
EMS System Monitoring
Utility Rebate Management

Technology, A/V, & Security Solutions

Structured Cabling
Fiber Optic Cabling
Audio Visual
Outside Plant & Infrastructure
Security
Service & Maintenance





FSG's **NATIONAL CAPABILITIES**

National Capabilities

Call Center assisting clients 24/7/365
Over 30 offices nationwide
3 Master Distribution Centers
12 Regional Distribution Centers
Over 2,000 employees across all 50 states
Dedicated National Account Teams

National Accounts Services

Turnkey Lighting Retrofits
Electrical Maintenance
Smart Lighting Controls
Signage Solutions
Site Lighting
Utility Rebate Administration
UV / Disinfection Solutions

Lighting Fixture Package Services

Lighting Fixture Packages
National Pricing Programs
Estimating Services
Project Management Services
Electronic Takeoff Services
Lighting Design
CAD / AGI Renderings
Specifications & Standards Set
Value-Engineering Options
Tailored Web Reporting

National Lighting Program Benefits

Consistency of products across locations
National pricing levels
Coordination with contractors
Inventory with on-time delivery
Dedicated team assigned to your account
Status meetings and weekly follow-up
Kick-off meeting of every site
Binder with specifications & warranty info



SAFETY

The ultimate goal of the FSG Safety Policy is the health and well-being of employees and members of the public. FSG's comprehensive safety and accident prevention policy and safety training programs have been carefully constructed to eliminate or control the hazards and risks associated with all company operations with the following in mind: minimizing personnel injuries, protecting property, achieving maximum efficiency, reducing unnecessary costs, and complying with all applicable regulations.

Drug Testing Policy

FSG is committed to a drug-free work place, and conducts pre-employment, post-accident, random, and for-cause drug screening.

Safety Team

FSG's full-time safety team is lead by Cory Bruner, the Director of Risk Management. Each of our operating markets is overseen by a Regional Safety Manager who oversees our safety coordinators. The Safety Management Team has combined experience of over 100 years in electrical trade safety.

The FSG Safety Program

Written Safety Procedures
Pre-Employment Drug Screening
Hot Work Program and Training per NFPA 70E 2009
Job Hazard Analysis Program
Mandatory Annual Safety Training
CPR / First Aid Training
OSHA 10/30 Hour Training
New Employee Safety Orientation and Training
Post Incident Drug Screening
Lockout / Tagout Procedures
Vehicle / Driver Program
Continuous Safety Education Training
Weekly "Toolbox" Safety Meetings

	2018	2019	2020
Experience Modifier Rate	0.61	0.63	0.88
Lost Time Incident Rate	0.14	0.14	0.08
Recordable Incident Rate	0.68	0.59	0.36

OUR 2020 REVENUE

\$550,000,000

Revenue

2018	\$700,000,000
2019	\$714,000,000
2020	\$550,000,000

Revenue by Sales Type	2018	2019	2020
Project	83.09%	84.07%	82.94%
Service	8.09%	7.89%	8.83%
Product	8.82%	8.04%	8.23%
	100%	100%	100%

Finance & Insurance

Corporate Bank Information

BBVA Compass
Compass Plaza
1703 W 5th Street, Ste. 500
Austin, TX 78703

Account Information

Account # 6770848103
Routing # 113010547

Remittance Address

PO Box 971412
Dallas, Texas 75397-1492
remit@fsgj.com

Identification Numbers

Federal ID# 74-2942838
Resale Tax Permit# 1-74-29428380

Bonding Agent

David B Ward Insurance
9741 Preston Road, Suite 304
Frisco, Texas 75034
(888) 701-2663
Fax: 972-377-7577

Surety Company

Liberty Mutual Group Inc.
175 Berkely Street
Boston, MA 02116
(617) 357-9500

Licenses

State	SOS Corp License	Electrical License	GC License
Arkansas			
Alabama	RES861268	6644	
Arkansas	800134071	M-9697	
Arizona	F14169564	260333	
California	C3069119	9330378	
Colorado	20071578998	EC.0003573	
Connecticut	691938		
Delaware	3145652	T1-0006417	
Florida	F10000003825	EC0001073	
Georgia	16118999	EN009010	
Iowa	649407	EL205731MB	
Idaho	C217557	RCE-47103	RCE-47103
Illinois	65951118		
Indiana	20071218000831	EH1700039	
Kansas	4147815		
Kentucky	1025438	ME65517	
Louisiana	36676685F	66423	
Massachusetts	1106867		
Maryland	F12287447	14265	
Michigan	D1004G		
Missouri	F00866248	2013042669	
Mississippi	2018253072	23493-MC	
Montana	F1137524-13172926	ELE-EM-LIC-37973	
North Carolina	1049095	U.14470	
NE			27475
NJ	400208884	34EB01067100	
NJ	400208884	24GA28190300	
NM	2975662	359938	
NV	E0115262019-3	85932	
NY-City	3605519	12725	
NY-Hempstead	3605519	TOH2507	
NY-Suffolk	3605519	41423ME	
OH	2297703		
OK	2312246250	22402 - 003269	
OR	1347710-96	6556S	220063
PA	4101939		
RI	1692058		
SC		M110352	
TX-30	800921572	17904	
TX-40	800921572	24643	
TX-50,51,52	800921572	25589	
UT	7589361-0143	177980-5502	
VA	F1741950	2710069788	
WA	602806603		FACILSG835J4
WY	2018-000786422		
Puerto Rico	354525		

Locations

Albuquerque

7209 Jefferson St NE
Albuquerque, NM 87109
505-884-9019
505-884-4022 fax

Austin

8203A North Lamar
Austin, TX 78753
512-837-0022
512-837-5286 fax

Baltimore

6933 Golden Ring Rd
Rosedale, MD 21237
410-780-5370
410-780-5371 fax

Boston

14 Jewell Dr
Wilmington, MA 01801
781-281-7093
781-305-3950 fax

Brookfield

487 Federal Rd
Brookfield, CT 06804
866-946-6462
203-792-1906 fax

Chicago

1045 Entry Dr
Bensenville, IL 60106
630-875-8300
630-875-8301 fax

Corpus Christi

585 South Padre Island Rd
Corpus Christi, TX 78405
361-882-5685
361-882-5691 fax

Dallas

2525 Walnut Hill Ln
Suite 100
Dallas, TX 75229
214-357-5697
214-357-5794 fax

Denver

555 W 48th Ave, Ste A
Denver, CO 80216
303-820-2220
303-395-1831 fax

El Paso

8340 Burnham Rd,
Ste 300
El Paso, TX 79907
915-307-3386

Fairfield

5130 Fulton Dr Ste G
Fairfield, CA 94534
800-265-0439
714-237-9971 fax

Fort Worth

3601 BE Loop 820 Ste 102
Fort Worth, TX 76137
817-834-3652
817-834-0126 fax

Harlingen

8018 W Expy 83 Harlingen,
TX 78559 956-230-2505
956-230-2506 fax

Houston

5115 Steadmont Houston,
TX 77040 713-690-6301
713-690-5331 fax

Indianapolis

9715 Kincaid Dr, Ste 2000
Fishers, IN 46037
317-570-4917
317-570-4947 fax

Irvine

16871 Millikan Ave Irvine,
CA 92606
800-265-0439

Kansas City

6435 Vista Dr
Shawnee, KS 66218
913-422-8400
913-422-1739 fax

Las Vegas

3120 E Post Rd
Las Vegas, NV 89120

Livonia, MI

37689 Schoolcraft Rd
Livonia MI 48150
866-946-6462

Lynbrook

96 Station Plaza
Lynbrook, NY 11563
516-679-9666
516-679-9669 fax

Miami

10384 W State Rd 84
Suite 5
Davie, FL 33324
863-606-6166

N. Charleston, SC

5527 B Woodbine Ave
N. Charleston, SC 29406
888-723-4308

National Accounts

2525 Walnut Hill Ln, Ste 400
Dallas, TX 75229
214-351-6266
214-357-5789 fax

Perth Amboy

224 Washington St
Perth Amboy, NJ 08661
732-826-6100
732-826-6540 fax

Philadelphia

528 W Market St
Perkasie, PA 18944
855-642-1109

Phoenix

263 S Mulberry
Mesa, AZ 85202
602-274-3848
602-274-3850 fax

Placentia

801 Richfield Rd
Placentia, CA 92870
714-237-9970
714-237-9971 fax

San Antonio

3003 NE Loop 410, Ste 130
San Antonio, TX 78218
210-657-2357
210-657-6760 fax

Tampa

304 Winston Creek Pkwy
Lakeland, FL 33810
863-606-6102

FSG Electric Credit Reference

Facility Solutions Group - The following information is offered in the interest of obtaining credit with your firm. FSG is a national electrical contractor that has been incorporated since 1986.

Corporate Office Address:

FSG-Facility Solutions Group
4401 Westgate Blvd, Ste. 310
Austin, Texas 78745-1494

Phone: (512) 440-7985

Fax: (512) 440-0399

Shipping Locations:

3003 NE Loop 410, Suite 130
San Antonio, TX 78218

8203A North Lamar
Austin, TX 78753

2411 Minnis Drive
Haltom City, TX 76117

2525 Walnut Hill Lane, Suite 300
Dallas, TX 75229

1045 Entry Drive
Bensenville, IL 60106

5115 Steadmont Drive
Houston, TX 77040

585 South Padre Island Drive
Corpus Christi, TX 78405

9715 Kincaid Dr. Ste. 2000
Fishers, IN 46037

6435 Vista Drive
Shawnee, KS 66218

224 Washington Street
Perth Amboy, NJ 08861

801 Richfield Rd.
Placentia, CA 92870

263 S. Mulberry
Mesa, AZ 85202

5050 WOsage Street Ste. 200
Denver, CO 80221

7209 Jefferson Street NE
Albuquerque, NM 87109

10212 Metric Boulevard
Austin, TX 78758

8340 Burnham Rd., Ste 300
El Paso, TX 79907

960 Brook Road, Unit 7
Conshohocken, PA 78664

7036 Golden Ring Road
Baltimore, MD 21237

96 Station Plaza
Lynbrook, NY 11563

101 East Old Settlers Blvd #200
Round Rock, TX 78664

494 8th Avenue, 2nd Floor
New York, NY 10001

17 Wheeling Avenue
Woburn, MA 01801

4652 Eagle Falls Place
Tampa, FL 33619

487 Federal Rd., Unit D
Brookfield, CT 06804

Principle: William D. Graham, President

Corporate Bank Account

Acct# 6770848103
BBVA Compass
1703 West 5th Street
Suite 500
Austin, Texas 78703

Bank Officer

Senior Vice President
Ed Lick
1703 West 5th Street
Suite 500
Austin, Texas 78703

Trade References:

Graybar
CED
Hill Country Electric
Osram Sylvania
Rab

Brian Meyers brian.meyers@graybar.com
customerservice@ced6778sa.com
Tim Small tsmall@hces.net
Avila Jair avilaja@ledvance.com

(817) 213-1373 fax
(210) 222-8605 fax
(210) 653-0483 phone
(978) 560-0938 fax
(201) 784-5438 fax

Federal ID Number: 74-2942838

D&B Number: 06-237-6637

I vouch for the accuracy of the above information and authorize you to contact the references provided above for credit information.

Thank you, William D. Graham-President

FSG Lighting Credit Reference

Facility Solutions Group is a national distributor of lighting and electrical supplies. Our corporation has been in existence since October 1982.

Corporate Office Address:

FSG Lighting
4401 Westgate Blvd, Ste. 310
Austin, Texas 78745-1494

Phone: (512) 440-7985
Fax: (512) 440-0399

Shipping Locations:

3003 NE Loop 410, Suite 130
San Antonio, TX 78218

610 West Powell Lane
Austin, TX 78753-5935

1045 Entry Drive
Bensenville, IL 60106

2525 Walnut Hill Lane, Suite 300
Dallas, TX 75229

5091 Steadmont Drive
Houston, TX 77040

12511 Gulf Frwy.
Houston, TX 77034

585 South Padre Island Drive
Corpus Christi, TX 78405

801 Richfield Road
Placentia, CA 92870-6731

9715 Kincaid Drive #2000
Fishers, IN 46037

6435 Vista Drive
Shawnee, KS 66218

224 Washington Street
Perth Amboy, NJ 08861

5050 Osage St., Ste 200
Denver, CO 80221

7209 Jefferson Street NE
Albuquerque, NM 87109

263 S. Mulberry
Mesa, AZ 85202

5120 Woodway, #3024
Houston, TX 77056

494 8th Avenue, 2nd Floor
New York, NY 10001

2800 Valley View Ln., Ste 100
Irving, TX 75062

960 Brook Road Unit 7
Conshohocken, PA 19428

Principle: William D. Graham, President

Corporate Bank Account

Acct# 6770848103
BBVA Compass
1703 West 5th Street
Suite 500
Austin, Texas 78703

Bank Officer

Senior Vice President
Ed Lick
1703 West 5th Street
Suite 500
Austin, Texas 78703

Please direct all credit references
inquiries to:
Ed Lick
(512) 421-6981

Trade References:

Osram Sylvania
Technical Consumer Products
Greybar Electric Co
Reese
Selecta Products
Watt Stopper
Lighting-Credit Dept.
Lithonia/Acuity Brands
Rab

52 (55) 8647-4209 (979) 560-0938 fax
(877) 487-0508 fax
(817) 213-1373 fax

acilaja@ledvance.com
garmstrong@tcpi.com
brain.meyers@graybar.com
tina.palmer@reesesupply.com
jennifera@selectainc.com.com
susan.battad@legrand.us

(800) 624-4568 (800) 858-1197 fax
(770) 388-0229 fax andrew.golden@acuitybrands.com
(201) 784-5438 fax

Federal ID Number: 74-2942838

D&B Number: 06-237-6637

I vouch for the accuracy of the above information and authorize you to contact the references provided above for credit information.

Thank you,

William D. Graham-President

THE WARD AGENCY

9741 Preston Rd., #304, Frisco, TX 75033

972-377-7999 * 888-701-BOND (2663) * 972-377-7577 fax

February 3, 2020

Facility Solutions Group, Inc.
4401 Westgate Blvd., Suite 310
Austin, Texas 78745

RE: Letter of Bondability

TO WHOM IT MAY CONCERN:

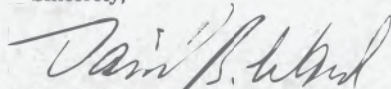
Please let this letter serve as confirmation of bonding for our valued client, Facility Solutions Group, Inc. (FSG). We have an established surety relationship with Liberty Mutual Insurance Company. Liberty Mutual Insurance is a multi-line property and casualty insurance company currently rated "A" by A.M. Best. Liberty Mutual Insurance is licensed to do business in all 50 states and has a Treasury Department single project qualification of \$1,122,392,000.

Our experience with FSG, which extends over many years, has been excellent. We find this firm to be very well qualified, capably managed, well-staffed and organized, reputable, and extremely credit worthy. In the past, we have supported single projects in excess of \$30,000,000 and an aggregate program over \$350,000,000. Given the opportunity to review the terms and conditions of the contract and provided they are agreeable to our Principal and Surety, we would respond favorably to providing Performance and Payment bonds to cover 100% of the contract sum until contractual obligations have been satisfied.

This letter is issued only as a bonding reference by our client and is not an assumption of liability or a bond. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

I trust this to be satisfactory reference, but if additional information is needed, please do not hesitate to call.

Sincerely,



David B. Ward
DBW: jnw

30th Anniversary



**TEXAS BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF REGISTRATION**

This acknowledges that

Facility Solutions Group (dba) FSG Electric

has fulfilled the requirements of the State of Texas
to offer and perform engineering services in the
State of Texas.

In witness whereof
we have hereunto set our hands and affixed the seal of the Board,
this 8TH day of FEBRUARY 2010.



Registration # F-12204

M. K. B...
BOARD CHAIR

Shannon K. McClinton
BOARD SECRETARY

HISTORICAL E-MOD RATING



January 6, 2020

Facility Solutions Group, Inc.
4401 Westgate Blvd., Ste 310
Austin, TX 78745

Ref: Historical Experience Modifier Rating

Whom it May Concern:

Below is a list of the historical interstate workers compensation experience modifiers from NCCI:

12/31/19-12/31/20:	.88
10/1/18-12/31/19:	.63
10/1/17-10/1/18:	.61
10/1/16-10/1/17:	.56
10/1/15-10/1/16:	.57
10/1/14-10/1/15:	.54
10/1/13-10/1/14:	.58
10/1/12-10/1/13:	.62

Should you have any questions, please let us know.

Sincerely,

Lonnie Long
Senior Commercial Account Manager
Marsh & McLennan Agency
512-226-7951
Lonnie.Long@marshmma.com

FEIN VERIFICATION LETTER



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0459576505
Jan 22, 2014 LTR 147C
74-2942838

**FACILITY SOLUTIONS GROUP INC
4401 WEST GATE BLVD STE 310
AUSTIN TX 78745-1494 858**

Taxpayer Identification Number: 74-2942838

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of January 22nd, 2014.

Your Employer Identification Number (EIN) is 74-2942838. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Fondel
1000247390
Customer Service Representative

TAX ID, D&B,SIC, & NACIS CODE

Federal Tax I.D. #74-2942838

D&B 06-237-6637 CAGE/NCAGE: 3MFL7

SIC code 5063

NAICS codes 423610 444190

Federal Tax I.D. #74-2942838

D&B 06-237-6637 CAGE/NCAGE: 3MFL7

SIC code 1731

NAICS code 238210

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency, LLC
Rollingwood Center, Building I
2500 Bee Cave Road, Suite 125
Austin, TX 78746
Attn: SharedSupport.Certs@marsh.com
CNI03180764-STND-GAWUC-20-21

CONTACT NAME: Randy Thole
PHONE (A/C No., Ext): 512-226-7903 FAX (A/C, Ext):
E-MAIL Address: Randy.Thole@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co. Of America	25666
INSURER B: Phoenix Insurance Company	25623
INSURER C: Travelers Property Casualty Co. of America	25674
INSURER D: XL Insurance America Inc.	24554
INSURER E: Starr Indemnity & Liability Company	38318
INSURER F: The Standard Fire Insurance Co.	19070

INSURED
Facility Solutions Group, Inc.
4401 Westgate Blvd, Suite 310
Austin, TX 78745

COVERAGES

CERTIFICATE NUMBER:

HOU-00358993-11

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD. WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No XCU Exclusion ☒ No Residential Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: \$250k Deductible		VTC2KCO5466B015IND20	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY		VTC2NCAP5469B027PHX20	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		VTHBAP5466B039PHX20	12/31/2020	12/31/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Deductible \$ 2,000 / 2,500
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE		CUP5466B501TTL20	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 4,000,000
D	DED ☒ RETENTION \$ 10,000		US00067495L20A (\$10M xs \$4M)	12/31/2020	12/31/2021	AGGREGATE \$ 4,000,000
E			IC00596145201 (\$11M xs \$14M)	12/31/2020	12/31/2021	X5 of \$4M Primary \$ 21,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB1L1108482025K (AOS)	12/31/2020	12/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	UB1L11105A2025R (MA)	12/31/2020	12/31/2021	
G	Third Party Crime		105910238	12/31/2020	12/31/2021	Occ 2,500,000
H	Pollution / Environmental		ZCE31N22613205K	12/31/2020	12/31/2021	Occ / Agg (SIR Value: \$25k) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Facility Solutions Group, Inc.
4401 Westgate Blvd, Suite 310
Austin, TX 78745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh & McLennan Agency

Bill Henry

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ACORD 25 (2016/03)

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Owner
City of El Paso Texas

Contractor
Johnson Controls

Contract
\$1,800,000

Contract Type
Lighting Retrofit

Locations
El Paso Texas

FSG, in partnership with Johnson Controls, provided complete installation services for 18,000 streetlights for the city of El Paso, Texas

CHALLENGE

In 2008 and 2009, the City of El Paso engaged Facility Solutions Group and Johnson Controls in discussions regarding a complete retrofit of the city's streetlights. **In 2012, the project began. The goal was to replace all street lights – some 18,000 in total – with energy efficient LED fixtures.** As the installation contractor, FSG needed to find a way to manage the project from procurement of materials, to installation, to warranty management. FSG only had a couple of weeks between contract award and start date to get the project going.

SOLUTION

FSG's strong financial footing and extensive resources made it possible to procure the necessary trucks, tools, and warehouse space in short order, allowing the project to get off to a strong start. **Over a three year period FSG completed seven phases of installation work with the last fixtures being installed in the first part of 2016.** FSG worked closely with Johnson Controls and leveraged its vendor relationships to ensure that the city of El Paso got the latest in LED technology with each phase.



Use this QR code to learn more about this project

Facility Solutions Group
7209 Jefferson Street NE
Albuquerque, NM 87109





SAN ANTONIO INTERNATIONAL AIRPORT

San Antonio, Texas

FSG was called upon to complete electrical construction services during an extensive remodel of the San Antonio International Airport.

Owner

City of San Antonio

Contract Type

Electrical Construction

Contract Amount

3,000,000

General Contractor

Constructors and Associates

Electrical Contractor

FSG

CHALLENGE

FSG was called upon to complete electrical construction services during an extensive remodel of the San Antonio International Airport. This undertaking would require all of our experience and expertise, as well as the ability to work within and around secure environments.

SOLUTION

This project was to completely remodel Terminal 1 of the San Antonio International Airport. The electrical system for the entire terminal was reinstalled, as well as new lighting systems. A security checkpoint was temporarily relocated, powered, and then installed in its original location when the remodel was complete. A new paging system and multi-user flight information systems were also installed during the remodel.





ABIA Airport Expansion AUSTIN, TX



Owner

Austin Bergstrom
International Airport

Contract Type

Signs

General Contractor

Austin Commercial

Engineering Firm

PGAL Austin

SIGNS CASE STUDY

Austin Bergstrom International Airport (ABIA) and Austin Commercial trusted the expertise of Facility Solutions Group with upgraded signage solutions.

Challenge

The Austin Airport was impressed with a signage project completed by FSG Signs at a nearby Rental Car multi-story parking garage. So ABIA's general contractor Austin Commercial invited FSG Signs to bid on their upcoming garage expansion, which we won from multiple bids.

The parking garage was our initial project, and the work grew from there over four years. A wide variety of over 300 signs were added around the airport complex including: Exterior and interior directional signs; ADA signage; the airport name in channel letters on several buildings and the parking garage; several large retail pylon signs; custom stainless steel signs; and upgrading over 40 static directional and parking signs with LED digital displays by Daktronics, including massive 10' x 60' digital displays across 4 lanes of traffic.

The great working relationship between the FSG Signs team and Austin Commercial was critical to ensuring the rapidly expanding project went smoothly.

The project was challenging due to the sheer scope of tracking, designing, fabricating, assembling, testing and storing hundreds of different types and sizes of signs. Add to that the complexity of managing schedules for assembly of the digital displays and testing electronics to ensure functionality, scheduling installation around multiple contractors, and working around passenger traffic at the busy airport open 24/7.





ABIA Airport Expansion AUSTIN, TX

**Owner**

Austin Bergstrom
International Airport

Contract Type

Signs

General Contractor

Austin Commercial

Engineering Firm

PGAL Austin

SIGNS CASE STUDY

Solution

FSG's expertise in electrical and signage solutions was crucial to this project and a real advantage to Austin Commercial. For example, the larger digital displays required the installation of step down transformers at their bases and custom fuses. The testing process at our shop during assembly necessitated using a special 200 amp circuit just to power the signs up, and the ability to do so much in house truly sets us apart from other companies.

In the end, the airport acquired an upgraded appearance with high-quality distinctive signage designed for extreme weather conditions that will last for years to come. FSG is proud to have a part in adding a striking welcoming element at ABIA, an important gateway to Austin.





Total Men's Primary Care

AUSTIN, TX

SIGNS CASE STUDY

**Owner**

Total Men's Primary Care

Contract Type

Signs

Signs Contractor

FSG Signs

Total Men's Primary Care - "Reinvented Primary Care for Men"

Challenge

Total Men's Primary Care is described as "technology-enabled healthcare focused on men's unique healthcare needs." Early on, the owner recognized the importance of easily recognizable signage. The partnership with FSG Signs began when the owner toured our manufacturing facility in Austin, TX and invited us to bid on their signage.

Solution

The talented art team at FSG Signs worked diligently through many design iterations from the simple logo to the final impactful signage solution.

Total Men's signage has all the elements that are hallmarks of a great sign - an easily readable font with channel letters in vibrant colors of black, blue and white. The channel letters utilize internal LED illumination with both solid and perforated face vinyl. A reverse halo option has also been applied at some sites.

The signs designed, fabricated and installed by FSG Signs play a significant role in the branding for each Total Men's Health location. In fact, it is so important, establishing the ability to install their signage is one of the deciding factors before Total Men's determine a new location site. The FSG signs team works hand in hand with the Total Men's team and their realtors to ensure approvals for their installation can be obtained before a location site is finalized.

Total Men's Primary Care has quickly grown to 30+ locations across Texas. The value that is provided by our art and estimating team, to our dependable project management and skilled fabrication & installation teams, have earned their continued business.





Universal City Digital Signage

UNIVERSAL CITY, TX

SIGNS CASE STUDY

**Owner**

Universal City, Texas

Contract Type

Signs

Signs Contractor

FSG Signs

Misc Info

City limits welcome sign

Universal City in Texas Receives a Stunning New Community Sign with Digital Display

Challenge

FSG Signs was chosen by Universal City, a suburb of San Antonio, to provide their new community gateway sign.

The new sign would bring a welcoming element to the community, and the goal for the EMC was to share positive messaging and news about community events.

The important sign had been in the process of being designed for 5 years prior to partnering with FSG Signs. The FSG Signs team worked with the Universal City community manager to finalize a truly unique and striking design.

Solution

A critical component to attaining the contract were FSG Signs and Daktronics being members of BuyBoard as pre-approved vendors.

Universal City is known as the "Gateway to Randolph Air Force Base." The FSG artist designed the sign with subtle arcs to represent the strong military aviation presence in the community, with cove lighting added to provide a beautiful glow.

Materials used were concrete for the base, with a combination of masonry and aluminum for the pylon - upon which a custom process was used to achieve a faux rust patina to the finish. Completing the unique structure is a large, custom double-sided Daktronics digital display for creating customizable messages to the community.

This striking gateway sign is a true work of art that is a welcoming landmark for the Community of Universal City.





Eagle Landing UNT

DENTON, TX

**Owner**

University of North Texas

Contract Type

Signs

General Contractor

Rogers-O'Brien

Architect

Kirksey Architecture

SIGNS CASE STUDY

Eagle Landing, the beautiful new dining hall at UNT, has a striking contemporary appearance with signage fabricated by FSG Signs and installed by FSG Electric

Challenge

Rogers-O'Brien Construction, the general contractor for this project, reached out to FSG Signs specifically, due to the complexities and challenges of this project.

Many of the signs were to be mounted to a custom curved surface, so precise engineering and fabrication were critical. Also, the weight of the materials required re-engineering and designing custom mounting features. Our artist adapted the artwork provided by the architect to enable fabrication that would adhere as closely as possible to the original designs.

Solution

Throughout the project, the FSG Signs team provided workable solutions and suggested cost-effective improvements for these types of challenges, all the while maintaining the integrity of the overall concept for this facility.

Special touches can be found throughout – such as digital graphics and push-through acrylic illumination on curved surfaces, bamboo accents, a large vinyl graphic mural, a custom-lit cabinet sign at the grand staircase, and the brushed aluminum UNT Eagle mounted to a brick façade at the entrance. FSG Signs also provided 50+ interior directional signs.





Eagle Landing UNT

DENTON, TX

**Owner**

University of North Texas

Contract Type

Signs

General Contractor

Rogers-O'Brien

Architect

Kirksey Architecture

SIGNS CASE STUDY

The eye-catching signage is a combination of great design and engineering by the architect and the FSG artist; striking materials and quality fabrication by FSG Signs in Austin; and meticulous installation by FSG Electric in Dallas.

Eagle Landing isn't your ordinary food court, it's an inviting destination at the university for meeting up over great food. FSG Signs and FSG Electric in Dallas were proud to partner with the GC, architect, and UNT teams on this exciting project and bring their vision to life!





ABIA LED Digital Wayfinding Signage AUSTIN, TX



Owner

Austin Bergstrom
International Airport

Contract Type
Signs

SIGNS CASE STUDY

ABIA and Austin Commercial trusted the expertise of FSG Signs to upgrade directional signage with Digital Signage by Daktronics

Challenge

ABIA has experienced exponential growth and when it was time to revitalize and expand their static directional signage systems, the general contractor Austin Commercial relied on FSG Signs.

Replacing static directional signage with LED digital displays was just one part of a massive project for ABIA that FSG Signs and FSG Electric teamed up on for Austin Commercial. Fabricating frames, assembly, and installation presented complexities in electrical engineering, coordinating with multiple businesses and contractors, and working around traffic through a busy international airport. Work was restricted to limited hours each night and required lane closures.

Testing the massive 10' x 60' digital displays by Daktronics in our shop during assembly necessitated using a special 200 amp circuit. Power for the displays at the airport required custom fuses and installation of step down transformers at their bases. The ability of FSG to do so much in house truly sets us apart from other companies.

Solution

In all, over 40 high resolution LED Digital Display signs were assembled then installed throughout the airport and parking garage, including installing the 10' x 60' digital displays on gantrys across 4 lanes of traffic.

FSG's ability to offer full-service solutions and leverage strong relationships with multiple contractors ensured the success of this challenging project.





ABIA LED Digital Wayfinding Signage AUSTIN, TX



Owner

Austin Bergstrom
International Airport

Contract Type

Signs

SIGNS CASE STUDY

The results achieved were reliable and dynamic signage displays for Austin Bergstrom International Airport, enabling customizable messaging and improved traffic flow. FSG is proud to have a part in adding a striking welcoming element at ABIA, an important gateway to Austin.





Velvet Taco

NATIONWIDE



Owner
L Catterton

Contract Type
Signs

Architect
Harrison

SIGNS CASE STUDY

The FSG Signs team applied their creativity, resources, skills, and experience to make each Velvet Taco location's signage POP!

Challenge

The owners of Velvet Taco restaurants tasked FSG Signs with providing full signage services for 20+ restaurant locations.

Each restaurant has a unique look – no two alike – with quirky and creative touches including various renditions of hand-painted artwork of Marie “let them eat cake” Antoinette. The colors, materials, signage, lighting, and hand-painted murals were all thoughtfully designed to symbolize the eclectic fusion-style menu of their “globally inspired” tacos and obligatory red velvet cake.

Front Burner Group (first project), and subsequently L Catterton, trusted FSG to execute their signage concepts for the restaurants, due to the solid relationship we’d built over several years.

Solution

Working with talented artists and designers, the FSG Signs team executed the owners’ vision for each distinctive location – from the hand-painted murals and fabricated signage, to the lighting, installation, and ongoing maintenance and service. The project management and sales team applied their understanding of coding and zoning requirements to work diligently with the municipalities of each location to ensure all regulations were adhered to.

Depending on the location, various types of signage were created such as: a highway pylon sign in brightly glowing neon, customized illuminated channel letters that mimic a neon glow, hand-painted framed artwork and wall murals, neon restroom signs, and custom welded aluminum exterior signs.





Velvet Taco

NATIONWIDE



Owner

L Catterton

Contract Type

Signs

Architect

Harrison

SIGNS CASE STUDY

Integrating sustainability and creativity, many of the locations feature reclaimed elements repurposed from their former uses.

The Velvet Taco on Congress Ave. in Austin is a location we are particularly proud of, where care was taken to integrate fun and funky design concepts while retaining the building's historic charm in this popular tourist destination.

Result

Velvet Taco's distinctive brand required a sign company with the experience to work with multiple stakeholders and large groups of decision-makers, as well as the skills to implement original creative concepts from fabrication to installation. The FSG Signs team of artists, fabricators, project management and account representatives are proud to have contributed to the success of the Velvet Taco brand!





Owner
CSW Development

Contract Type
Signs

WOLF CROSSING

Georgetown, Texas

Sign installations into a utility easement

CHALLENGE

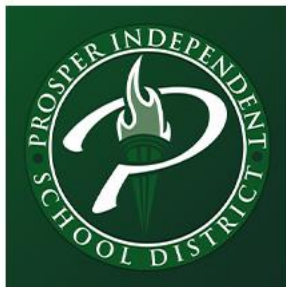
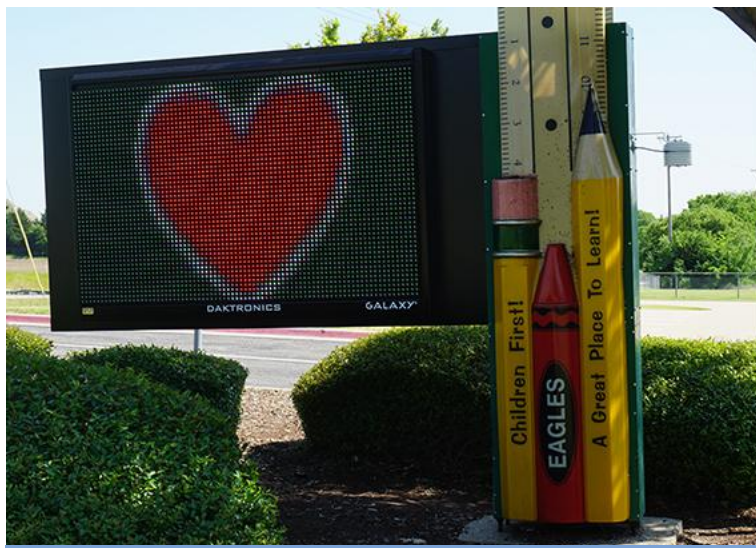
CSW Development provided FSG Signs the opportunity to outfit its brand new 42-acre retail space, Wolf Crossing, located in the thriving city of Georgetown. The project scope included several multi-sized signs that complemented the vibrancy, charm, and high-end character of the area. As Wolf Crossing was already in development, there were specific requirements that left limited space and a small margin of error for installation within the utility easement. FSG needed to ensure that existing tenants were not disturbed by the construction and utilities were identified correctly prior to digging and plotting to allow for appropriate access and inspections.

SOLUTION

Over the course of a year FSG, CSW, city of Georgetown engineers and additional stakeholders held weekly meetings onsite to discuss the project and challenges. Weighing all the input, FSG engineers used detailed concept drawings to gain buy-in from all partners and move ahead with the project. The FSG team engineered and built a sign package with (2) large 35' pylons and (5) smaller signs 14-feet and under. Using value-engineering to achieve the design and look desired by the developers, FSG substituted board form concrete veneer rather than 100% concrete. In the end, the FSG team was able to produce high-visibility, quality signage that achieved the CSW Development's aesthetic goals, stayed within budget, fulfilled the city's utility requirements, and allowed for necessary changes as Wolf Crossing's occupancy has continued to increase.

For more information about FSG
Visit WWW.FSGI.COM





Owner
Prosper ISD

Contract Type
Signs

Signs Contractor
FSG Signs

PROSPER ISD

Prosper, Texas

PISD was ready to replace their old letterboard signs

CHALLENGE

You're driving down the road and the old letter board sign at your favorite burger joint says "Hambu g s \$5 Tod y!" because some letters blew away in last night's storm. And remember when Twitter had a 140-character limit for messages? Prosper ISD had similar issues with the old message centers on their campuses. They were stuck with character limits and limited message updates. Prosper ISD (PISD) decided to modernize its outdated signage and picked FSG as their partner. After all, we had just completed similar signage upgrades throughout an international airport in Texas. PISD was ready to embrace digital signage but didn't want the cost or burden of changing out their existing monument signs for the 14 locations needing upgrades.

SOLUTION

The FSG team audited and measured the old masonry structures that encased each existing sign. Each existing sign was a different size, but the digital signs were all the same size. The engineers went to work to determine a creative way to install new signs. FSG worked with PISD on a plan to retrofit their exiting signs while adding the new Electronic Message Centers (EMC) made by Daktronics. They designed and built special mounting frames for the 14 openings of various sizes. PISD's signs were transformed from low visibility, manually hung letters to bright, eye-catching digital messaging. The digital signs could be updated effortlessly using a cloud application, allowing for quick changes and several messages flash repeatedly across the screens. These critical updates gave Prosper ISD a great tool to inform the surrounding community of exciting events, announcements, and urgent information easily and efficiently. During the initial public notice of the Covid-19 pandemic, their signs alternated between different messages including the school name, "Campus Closed," "Please continue E-learning at home," and "We (heart) Our Teachers" to update and encourage the community.

For more information about FSG
Visit WWW.FSGI.COM





BARTON CREEK SQUARE MALL

Austin, Texas

This Simon Mall property needed a sign company with the expertise to design and engineer new signage that matched its brighter, more contemporary atmosphere

CHALLENGE

When Simon Properties wanted to renovate its family shopping destination Barton Creek Square Mall, they needed a sign company with the expertise to design and engineer new signage that matched its brighter, more contemporary atmosphere. FSG Signs fit the bill. VCC Construction, the General Contractor for the renovations, requested that the mall continue to operate during normal business hours while demolition of the existing exterior and interior signs and additional crucial aspects of the project were completed. This presented the challenge of coordinating multiple masons, electricians, and roofers, but the team at FSG was determined to execute the project seamlessly.

SOLUTION

FSG's multi-department internal structure and strong external relationships were instrumental in expediting this project and ensuring it was completed on time. FSG's sign team was able to work quickly with its in-house electrical team to build an efficient shared process and strong communication system. This was crucial to accelerating the project and avoiding the miscommunications that can occur when working with an unfamiliar contractor.

The FSG sign and electrical engineers worked with a design architect to design a sign package with a total of 42 signs including (11) hanging interior signs, (8) monument signs, (4) front-lit, channel letter entry signs, and (30) interior and exterior directional, wayfinding, and ADA-compliant signs. The signs were all installed after business hours to avoid disruption to the retail stores and resulted in a more modern, clean, and exciting vibe for Barton Square Creek Mall.

Owner

Simon Mall Property

Contract Type

Signs

General Contractor

VCC Construction

Signs Contractor

FSG Signs

Electrical Contractor

FSG Electric

For more information about FSG
Visit WWW.FSGI.COM





BEN E. KEITH

Schertz, Texas

When Ben E. Keith Food Distributors needed new signage at their new distribution center outside of San Antonio, they turned to FSG.

CHALLENGE

Ben E. Keith needed a company that could help them get both exterior signage as well as interior way-finding signage. Additionally, Ben E. Keith wanted to have a custom mural printed and installed in the interior hallways of the building. FSG was able to come in and take care of each of these needs for Ben E. Keith.

SOLUTION

FSG's Signs team designed, fabricated, and installed each signage component needed for the project. Additionally, FSG Electric worked as the electrical contractor on the job. By taking care of these two very large and complicated components of the project for Ben E. Keith, FSG was able to help the project go smoother and give the customer a more custom final product that they could be proud of.



FOODSERVICE DISTRIBUTORS

Owner

Ben E. Keith Food Distributors

Contract Type

Signs

Contract Amount

\$189,500

General Contractor

Timothy Tufts

Signs Contractor

FSG Signs

For more information about FSG
Visit WWW.FSGI.COM





Live! By Loews Hotel & Conference Center Arlington, TX

ARCHITECTURAL SIGNAGE CASE STUDY

LOEWS
HOTELS

Owner

The Cordish Companies /
Loews Hotel & Co.

Contract Type

Architectural Signage

Architect

Selbert Perkins Design

FSG was selected to fabricate and install the complete interior and exterior sign package for Live! by Loews Hotel and Conference Center.

Challenge

The brand new Live! by Loews Hotel and Conference Center was built in the middle of a huge entertainment complex surrounded by Globe Life Field, AT&T Stadium, and the newly constructed Texas Live! entertainment center. A very high-profile project, this hotel was designed with a wide variety of beautiful and challenging signage. FSG Signs partnered with the property owners to get it done right.

Solution

FSG was selected to fabricate and install the complete interior and exterior sign package for "Live! by Loews" Hotel and Conference Center. The package featured a unique, mirror-like fountain sign in the heart of the Texas Live! Entertainment Center. The design firm, Selbert Perkins Design, wanted the fountain sign to be a "work of art." This beautiful fountain sign quickly became a prominent landmark for the hotel and a great photo opportunity for guests visiting the Live! by Loews Hotel and Conference Center, Globe Life Field, and AT&T Cowboys Stadium. FSG also fabricated two giant red "Live! by Loews" signs, and our specially-trained rappelling team of sign electricians installed the signs on both sides of the hotel at the top of the 14th floor.





Live! By Loews Hotel & Conference Center Arlington, TX

ARCHITECTURAL SIGNAGE CASE STUDY

LOEWS
HOTELS

Owner

The Cordish Companies /
Loews Hotel & Co.

Contract Type

Architectural Signage

Architect

Selbert Perkins Design

Result

With over 1,200 signs and an aggressive construction schedule, the Live! by Loews Hotel required focus and expertise. With FSG's depth of experience and resources, we were able to meet the hotel's schedule and have all the signs installed for their highly anticipated Grand Opening.





Owner
Anland Block

Contract Type
Wayfinding Signs

Contract Amount
\$151,000

Signs Contractor
FSG

VICTORY PARK GARAGE D

Dallas, Texas

FSG brought a design team's bold and colorful ideas to life in a wayfinding sign package.

CHALLENGE

FSG was asked to partner with Trademark Properties Inc. and Callison RTKL, a global architecture and design firm, to take an existing, concrete parking garage and transform it to a stylish structure that added to the existing landscape. Victory Park Block D Garage is in the epicenter of a growing, upscale shopping and entertainment district of Dallas, Texas, known as Victory Park. The surrounding area has been greatly developed over the past few years with retail, restaurants, and public art. The garage was uninspiring and ready for some colorful updates. The owners reached out to FSG to remove the old signage and install the colorful new signage that fit its upscale, urban location and help visitors easily and safely navigate their way in and around the garage.

SOLUTION

Facility Solutions Group worked with CallisonRTK's designs to create a set of functional shop drawings that would allow for sign mounting details to be incorporated into various design concepts. FSG fabricated and installed a wayfinding signage package to include 156 signs varying from channel letters, blade signs, traffic clearance bars, directional signs for motorists and pedestrians alike, elevator and stairwell identification, and emergency evacuation maps. The signs are not only functional, but also bring an artistic flair and cohesion to fit the urban, retail-design parameters. Each level of the parking garage uses one color highlighted throughout the level to help guests quickly identify their garage level. There are yellow, orange, green, and blue levels with artists' murals near the elevators that beautifully coordinate with the color chosen for that level. The result is captivating art and beautiful, color-coordinated wayfinding signage throughout the garage in place of a bland, concrete parking structure.

For more information about FSG
Visit WWW.FSGI.COM





CROSSWINDS

Kyle, Texas

FSG worked alongside Outback Masonry and the property's landscape architect to produce a colorful, eye-catching sign welcoming residents and visitors

CHALLENGE

The client, Outback Masonry, reached out to FSG to engineer and construct a sign that would incorporate well with their stonework and follow the property's landscape architect's design. Outback was seeking a special, floating sign, known as a cantilever design, that would fit well within the horizontal bridge portion of the masonry work that was already laid out from the conception of the sign's construction.

SOLUTION

The Crosswinds' sign needed to be delicately incorporated within the landscape architect's vision. The collaboration between FSG, the landscape architect, along with Outback Masonry was crucial. FSG Signs provided color samples to the landscape architect to match the overall design intent. When the overall design was agreed upon by both parties, FSG went to work to create a 25-foot cabinet that wraps around the masonry column and displays Crosswinds channel letters extending away from the masonry column in the precise text and color palette. With the help of the landscape architect, FSG completed the project on time and within budget.

Owner

Outback Masonry

Contract Type

Signs

Contract Amount

\$16,000

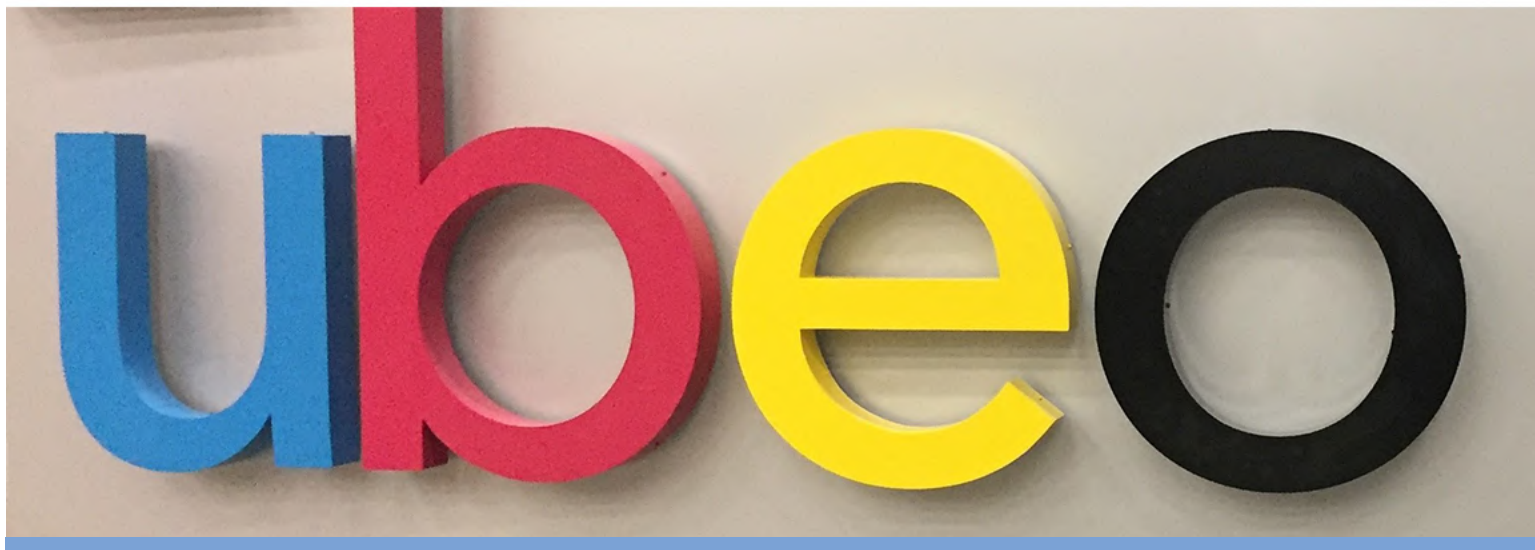
Signs Contractor

FSG

Electrical Contractor

FSG





UBEO BUSINESS SERVICES

Multiple

UBEO Business Services set out to rebrand itself entirely to include a new name, logo and overall look and feel. Facility Solutions Group stepped in to help curate a fresh look for each location.

Contract Type

Interior & Exterior Signs

Signs Contractor

FSG

Electrical Contractor

FSG

CHALLENGE

UBEO Business Services provides business technology, software, and production print solutions for its customers. When the client decided on a complete rebrand to include new interior and exterior signage, it was important for FSG to take into consideration, the various requirements needed to be in compliance with each of UBEO's Texas locations while keeping the company's new overall brand design elements cohesive.

SOLUTION

Taking into consideration the new company name, upgraded logo and its multiple locations, FSG created a full rebranding package for UBEO that would satisfy all their requirements, plus give each location a uniqueness with several design options to choose from. By providing several options for channel letters, cabinet signs, door and wall vinyls, and interior illuminated signs, FSG was able to put together a package that complemented each location's unique style and design needs. In the end, UBEO loved the new signage options presented.





WEST TOWNE MARKETPLACE

El Paso, TX

Comprehensive wayfinding sign package for a new shopping center

CHALLENGE

EMJ Construction faced a firm deadline on a new 63 acre development including 16 shell buildings with 320,000 sq ft.

Wayfinding and pylon signage was critical in the development of this project, and EMJ was looking for a team that could produce the high quality signage.

SOLUTION

FSG Signs worked with the Butler Design Group to create the necessary shop drawings. Over the course of 12 weeks the Austin based fabrication department built the (3) 45' pylons, (2) 25' pylons, (2) sets of custom 2 tiered channel letters inset into concrete walls, plus all of the wayfinding and traffic control signs for the site.

FSG Signs and FSG Electric in El Paso joined forces to handle this project completely in house. Our project manager worked closely with the onsite FSG team and the EMJ site superintendent to coordinate with the various trades which were on this building site.

"this was a very challenging project with an expedited schedule and multiple design changes. With your commitment and hard work you were able to meet these challenges head on while producing a quality product and meeting the client's expectations."

Heath Wilson, Director of Construction - EMJ Construction

Owner

River Oaks Properties

Contract Type

New Construction Shopping Center

Contract Amount

\$1.1 Million

General Contractor

EMJ Construction

Signs Contractor

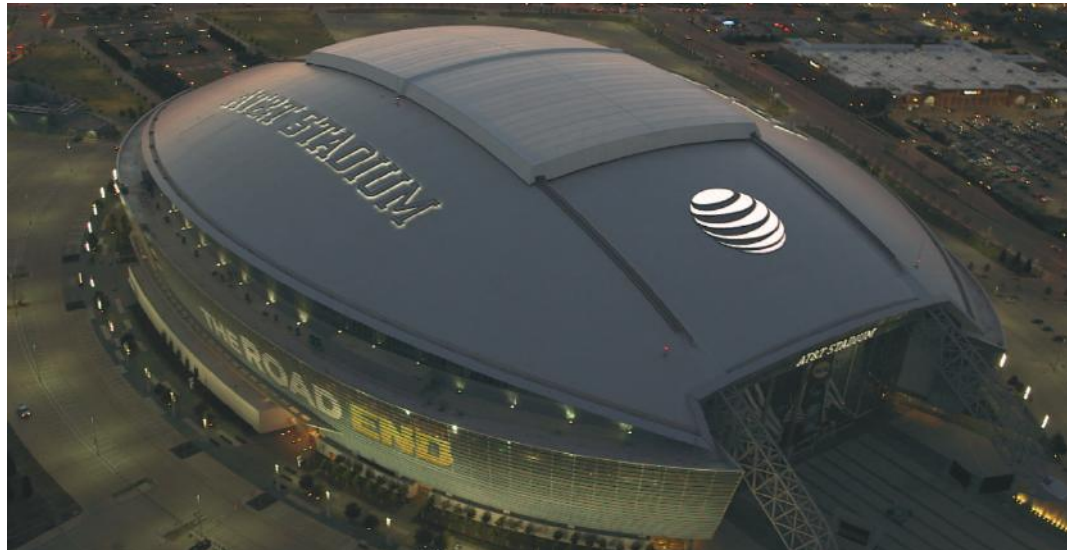
FSG Signs

Architect

Butler Design Group

For more information about FSG
Visit WWW.FSGI.COM





Owner
Dallas Cowboys Football Club, Ltd.

Contractor
Manhattan

Contract
\$5,500,000

Contract Type
Sign Fabrication and Installation

Location
Arlington Texas

FSG provided turnkey signage services for both the Dallas Cowboys and AT&T in one of the largest ever re-brandings of a sporting venue.

CHALLENGE

In 2008, the Dallas Cowboys were preparing to open their new Cowboys Stadium, located in Arlington, Texas. [They required an extensive signage installation for both the stadium and the surrounding parking lots.](#) In 2013, AT&T acquired naming rights to the stadium, and rechristened the complex AT&T Stadium. A complete re-branding of the facility was therefore necessary. For both of these immense projects, the Cowboys and AT&T looked to the FSG Signs team from Facility Solutions Group

SOLUTION

The size, scope, and grandeur of the facility demanded the signage installation and re-branding both reflect the stadium's immense scale, while also retaining the refinement of a world-class sporting venue.

In the 2008 project, FSG outfitted numerous parking lots with wayfinding and directional signage. The interior of the stadium, some three million square feet, posed an even greater challenge. Wayfinding and ADA signage and plaques were emplaced, along with sponsored signs for brands such as Ford and Miller Lite. For the 2013 re-branding, FSG Signs designed, fabricated, and installed the rooftop logos and lettering that properly turned Cowboys Stadium into AT&T Stadium. [The task was filled with tight deadlines and extraordinary engineering challenges, but the FSG team delivered.](#)

At the conclusion of both the 2008 and 2013 projects, all parties concerned were pleased with the results. Since then, FSG has gone on to brand and re-brand other NFL stadiums and sporting venues, both for AT&T and other sponsoring organizations.



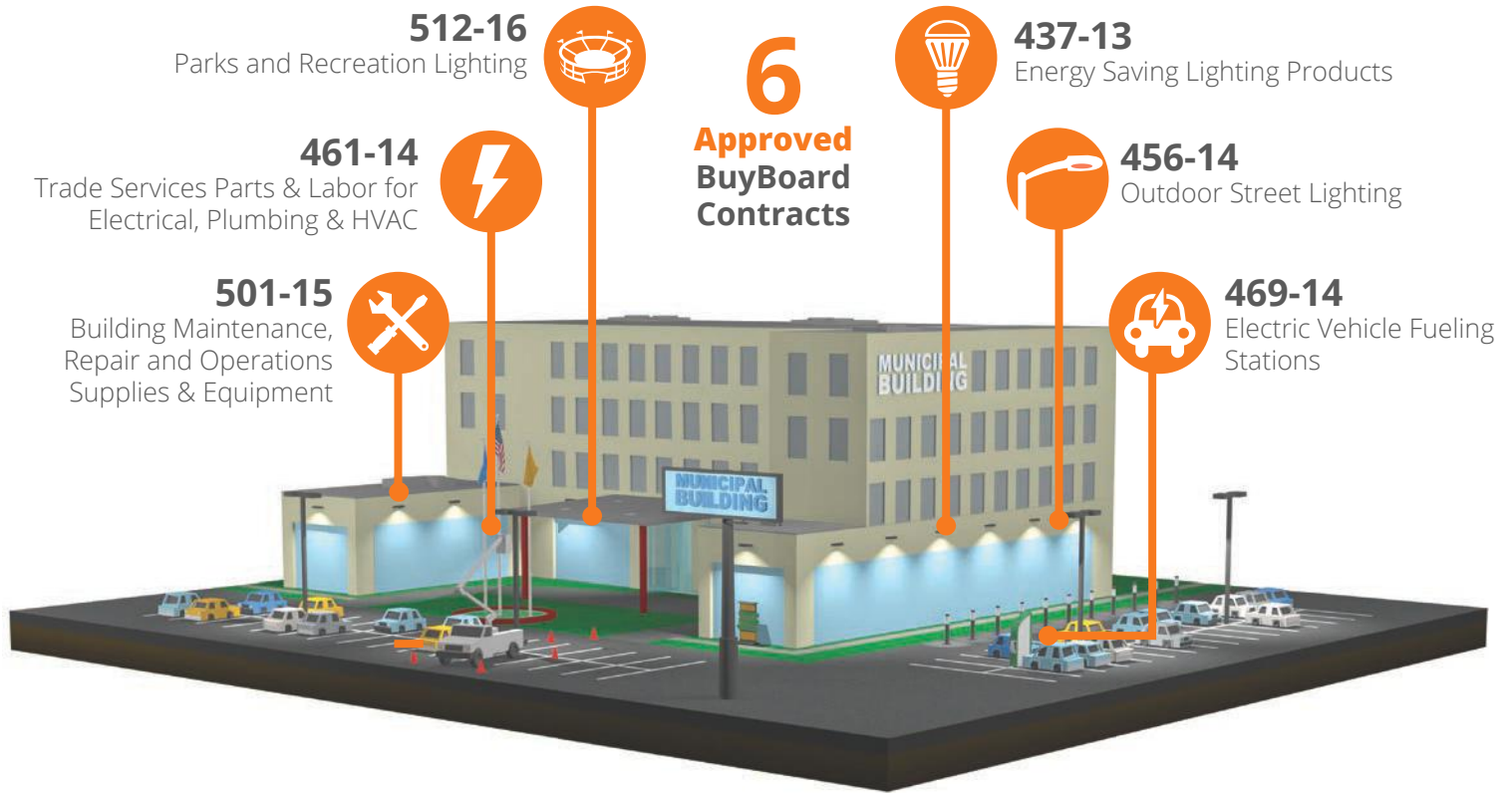
Use this QR code to learn more about this project

Facility Solutions Group
10212 Metric Blvd
Austin, TX 78758



The Expertise of FSG + The Power of BuyBoard

Let FSG's wide range of expertise and the purchasing power of BuyBoard help simplify the lighting and electrical service procurement process for you and your team. With **six approved BuyBoard contracts**, FSG can help bring light to your project. Whether it's LED lighting upgrades to public spaces, or vehicle charging stations to help capitalize on the latest incentives and boost community value for residents, **FSG is ready and capable.**



Put the Expertise of FSG & the Power of BuyBoard to Work for You



Facility Solutions Group

At FSG, we know that lighting and electrical products & service isn't your organization's core focus, **but it is ours.**

Let FSG and BuyBoard be the best for you, so you can be the best for the ones you serve.



FSG is a proud and active member of BuyBoard

Experience You Expect in a Partner

With more than 33 years of experience in the lighting and electrical fields FSG is a **strong bondable partner** for municipalities and government entities across Texas and beyond.



FRISCO ISD EXTERIOR LIGHTS LED PROJECT

When Frisco ISD decided it was time to upgrade the exterior parking lot, perimeter, and tennis court lighting they trusted the project to FSG.



Use the QR code to watch a video profile of this project.
www.vimeo.com/158223086



EL PASO LED STREET LIGHTS RETROFIT

The City of El Paso made a strategic decision to upgrade their existing street lights to LED. FSG was contracted to deliver the project with little disruption to the citizens and businesses of El Paso.



Use the QR code to watch a video profile of this project.
www.vimeo.com/125055406



COLLEGE CAMPUS EXTERIOR LIGHTING

From exterior walkway lighting, to stairway lighting and everything in-between, this comprehensive lighting upgrade project combined the latest LED technology with the best lighting controls solutions.



Use the QR code to watch a video profile of this project.
www.vimeo.com/158224391

No Project is Too Big or Too Small

FSG knows how to help you navigate the waters of project management. From multi-location school district lighting retrofits, to single-location park lighting upgrades, **FSG has the right project managers, the right financing and the right methods to make your project a success.**

CUSTOMER	PROJECT	VALUE
City of McAllen	Solar Lighting Installation	\$ 1,000,000
City of El Paso	Streetlight LED Retrofit	\$ 2,000,000
City of Austin	Lady Bird Lake Trail Lighting LED Upgrade	\$ 260,000
Frisco ISD	LED Retrofits for 29 ES/MS Gyms and 5 HS Field Houses	\$ 739,000
Tarrant County College	Exterior LED Retrofit	\$ 2,000,000
Liberty HS (Frisco ISD)	LED Retrofits of outside wallpacks, tennis courts, pole lights	\$ 220,000
Little Elm ISD	LED Retrofits for 2 High School Gyms	\$ 65,000
Lake Worth ISD	LED Retrofit for Gym	\$ 14,000



FSG Knows Texas

From Houston to El Paso, Amarillo to Harlingen, FSG is right around the corner and around the state.

Austin (512) 835-4971	Dallas (214) 217-0190	El Paso (915) 307-3386
Houston (713) 462-6258	San Antonio (210) 657-5025	Abilene (361) 548-0906
Corpus Christi (367) 882-5685	Harlingen (361) 882-5685	

Call your local branch or email FSG today!
email: FSGbuyboard@fsgi.com
toll free: (800) 880-8881

Buy With Confidence

You can rest assured that BuyBoard approved contractors have the right products, the right prices and most importantly, the right results. Not only is using BuyBoard easy, it saves you time and money. Every BuyBoard approved contractor meets or exceeds BuyBoard standards in order to keep their contract. Such high standards ensures that when governments spend money with a BuyBoard approved vendor, they are doing so responsibly.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: June 16, 2021

MEETING DATE: June 21, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with PWE Productions, LLC for the performance of Spazmatics on December 31, 2021 for the City of Pharr New Year's Eve event.

Classification: Regular

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

Issue: City would like to offer entertainment performance on New Year's eve.

Fiscal Consideration: \$35,000

Staff Recommendation: To approve

Alternatives: To look for another performer/band

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 6/16/2021

Karla Saavedra

Approved - 6/16/2021

Karla Saavedra

Approved - 6/16/2021

Patricia Rigney

Approved - 6/16/2021

City Management Office

Final Approval - 6/18/2021

PWE PRODUCTIONS, LLC.

8550 W DESERT INN ROAD, STE 102-126, LAS VEGAS, NV 89117

1. AGREEMENT made this the 13TH DAY OF JUNE, 2021, between the Purchaser, CITY OF PHARR and the Producer, PWE PRODUCTIONS, LLC.

2. DATES OF ENGAGEMENT: THREE 45 MIN SETS TO BEGIN AT APPROX: 9:00PM(TBD), FRIDAY, DECEMBER 31, 2021. Sound check done by: 6:00PM

FEATURING PERFORMER: SPAZMATICS TX

3. LOCATION OF PERFORMANCE: CAGE BLVD., DOWNTOWN PARK/LARGE MELHART STAGE-PHARR TX

4. KEY PERSONNEL PROVISIONS: Changes in or substitutions of the Performer must be approved by Purchaser before engagement. Four-piece band consisting of; lead vocal, guitar, bass guitar and drums.

5. ACKNOWLEDGMENT OF SOLE OWNERSHIP OF INTELLECTUAL PROPERTY BY PRODUCER: Purchaser hereby acknowledges and agrees that Producer is the owner of several United States trademarks and service marks including the show name/names listed in clause 2, and is also the owner of all right, title, and interest to all choreography, backing tracks, costumes, stage personas, and cast member aliases. Purchaser hereby expressly agrees that Purchaser shall not duplicate nor substantially duplicate nor create any confusingly similar trademarks, service marks, choreography, backing tracks, stage personas, or cast member aliases to those referenced above. It is expressly agreed that in addition to all other remedies available to the Producer, the Producer shall be entitled to seek injunctive relief against Purchaser if Purchaser should violate the terms of this provision of this agreement.

6. JOB DESCRIPTIONS AND PERFORMER'S REQUIREMENTS:

- a) CONCERT
- b) Performer shall use its commercially reasonable efforts to conform to the rules and policies established by Purchaser in fulfilling entertainment requirements.

7. PERFORMER (S) - INDEPENDENT CONTRACTORS:

- a) The Performer and Producer execute this agreement as independent contractors, not as employees of the Purchaser. Purchaser shall not be responsible for payment of payroll taxes and charges under federal and local law.

8. LICENSES:

- a) Purchaser will provide all necessary musical licensing required for public presentation of the show, including but not limited to: BMI; ASCAP; and SESAC licenses. Private events not open to the public are excluded from musical licensing requirements.

9. CONTRACT PRICE: \$35,000.00

- a) Unless otherwise specified, the contract price is to be paid as follows:
50% Deposit of **\$17,500.00** is due with signed agreement by **JULY 3, 2021.**
Payable to PWE PRODUCTIONS, LLC.
MAILED TO: 8550 W DESERT INN ROAD, STE 102-126
LAS VEGAS, NV 89117

Deposit is refundable if Purchaser cancels with 90 day notice, 50% deposit refunded with 60 day notice and non-refundable within 60 days, but will be fully refundable if Performer or Producer cancels.

***NOTE: Producer may cancel performance if contract and deposit are not received by the due date.**

- b) Balance of **\$17,500.00** shall be given to band at performance and made by way of, cashier's check, personal check, company check, wire transfer or cash made payable to PWE PRODUCTIONS, LLC.

TAX IDENTIFICATION NUMBER 20-1981157
FOR WIRE TRANSFER AND ACH INFORMATION PLEASE ASK.
CREDIT CARDS ACCEPTED, FEES APPLY

10. SPECIAL PROVISIONS:

PURCHASER SHALL PROVIDE POWER, STAGE, PA/SOUND SYSTEM, LIGHTS AND
SECURED DRESSING AREA AT PURCHASERS EXPENSE
PERFORMER SHALL PROVIDE BACKLINE

11. Recording Prohibited: The recording, reproduction or transmission of any part of PWE's production is prohibited without prior written consent of Producer, except for the personal/internal use of the Purchaser. The City of Pharr has permission to record/stream that will be free to the public.

12. Producer shall be paid in full even if performance is cut short or cancelled due to rain or police activity, unless the police activity is due solely to misconduct or negligence on the part of the Performer or Producer. Should weather or police activity prevent an outdoor event the Purchaser has the option to move to an indoor location. If weather forecasting prior to the date of event is predicting inclement/bad conditions for the event to take place the Purchaser can reschedule a make-up date that is mutually agreeable between the parties and any deposits paid will be applied.

13. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this agreement. Producer warrants and represents that it: (i) is free to enter into and perform this agreement and (ii) it will render all services under this agreement in a competent and professional manner.

14. The parties agree that venue and jurisdiction for any claim arising out of this Agreement shall be in the State and District Courts of Hidalgo, Texas.

PURCHASER: CITY OF PHARR
SIGNATORY: SERGIO ALANIS
ADDRESS: 118 S. CAGE BLVD.
CITY: PHARR, TX 78577
PHONE: (956) 638-7767
EMAIL: SERGIO.ALANIS@PHARR-TX.GOV
CONTACT: ABEL MOLINA
PHONE: (956) 533-7408
EMAIL: ABEL.MOLINA@PHARR-TX.GOV

**CONTRACT AND DEPOSIT SHOULD BE SENT TO THE ADDRESS AS OUTLINED
IN CLAUSE #9**

PRODUCER: PWE PRODUCTIONS, LLC.
SIGNATORY: ROGER SAUSE, PRODUCER
ADDRESS: 8550 W DESERT INN ROAD, STE 102-126
CITY: LAS VEGAS, NV 89117
PHONE: (888) 250-8712 EXT.2
EMAIL: ROGERSAUSEPWE@ICLOUD.COM



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: June 17, 2021

MEETING DATE: June 21, 2021

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on award of a Supply Contract for the Purchase and Delivery of Mid-grade Unleaded Gasoline and Ultra Low Sulfur Diesel to Gold Star Petroleum, Inc. out of Spring, TX, for Items 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10.

Classification: Regular

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

Issue: The Public Works Department operates and maintains a fuel depot for gasoline and diesel fuel at the current facility. The fuel is utilized for the Public Works fleet of vehicles and heavy equipment. The department has a capacity to store approximately 8,000 gallons of gasoline and diesel each. Additionally, the fuel depot is the back up fuel facility for emergency services such as PD, Fire and EMS.

Staff has formally solicited bids for a supply contract for mid-grade unleaded gasoline and ultra low sulfur diesel.

Project No. 2021-01-517-SP002-077

Fiscal Consideration: The purchase of fuel is budgeted annually for the Public Works Department.

Staff Recommendation: Based on review by this office, staff recommends award of the supply contract for fuel to the lowest, responsive and responsible bidder Gold Star Petroleum, Inc. for item numbers 1, 2, 3, 4 & 5 in the aggregate amount of \$2.45544 per gallon for mid-grade unleaded gasoline and item numbers 6, 7, 8, 9 & 10 in the aggregate amount of \$2.28894 per gallon for ultra low sulfur diesel.

Alternatives: Purchase fuel on the open market on an as needed basis.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez
Pilar Rodriguez
Ignacio Amezcua
Karla Saavedra

Created/Initiated - 6/17/2021
Approved - 6/17/2021
Approved - 6/17/2021
New - 1/1/1900

Patricia Rigney
Anali Alanis
City Management Office



JUNE 15, 2021 AT 3:00 P.M.

LOCATION: CITY COMMISSIONER ROOM-2ND FLOOR

PROJECT # 2021-01-517-SP002-077 SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF FUEL

BIDDERS					GOLD STAR PETROLEUM, INC SPRING, TX	OIL PATCH FUEL, PHARR, TX	ARGUINDEGUI OIL CO II LTD , EDINBURG, TX
OPIS PUBLICATION					5/21/2021	6/14/2021	6/10/2021
ITEM	DESCRIPTION	TYPE	UOM	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: OPIS Average: OPIS Publication pad 3, Harlingen area average pricing	BASE	EA	1	\$2.2248	\$2.3526	\$2.3588
2	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: State Fuel Tax: (Vendor must indicate \$0.20 cents per gallon)	BASE	EA	1	\$0.2000	\$0.2000	\$0.2000
3	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: Profit Margin:	BASE	EA	1	\$0.0275	\$0.0025	\$0.0995
4	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: Loading/Delivery Fee: < 4,000 gallons	BASE	EA	1	\$0.00314	\$0.0000	\$0.00290
PRICE PER GALLON < 4,000 GALLON					\$2.45544	\$2.55510	\$2.66120
5	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: Loading/Delivery Fee: > 4,000 gallons	BASE	EA	1	\$0.00314	\$0.0000	\$0.00290
PRICE PER GALLON > 4,000 GALLON					\$2.45544	\$2.55510	\$2.66120
6	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): OPIS Average: OPIS Publication pad 3, Harlingen area average pricing	BASE	EA	1	\$2.0683	\$2.2258	\$2.1994
7	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): State Fuel Tax: (Vendor must indicate \$0.20 cents per gallon DECREASED TO \$0.19 Cents	BASE	EA	1	\$0.1900	\$0.2000	\$0.1900
8	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): Profit Margin:	BASE	EA	1	\$0.0275	\$0.0010	\$0.0995
9	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): Loading/Delivery Fee: < 4,000 gallons	BASE	EA	1	\$0.00314	\$0.0000	\$0.00314
PRICE PER GALLON < 4,000 GALLON					\$2.28894	\$2.42680	\$2.49204
10	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): Loading/Delivery Fee: >4,000 gallons	BASE	EA	1	\$0.00314	\$0.0000	\$0.00314
PRICE PER GALLON > 4,000 GALLON					\$2.28894	\$2.42680	\$2.49204
ADDENDUM #1					YES	YES	YES
NO. OF DAYS FOR DELIVERY:					1	1	2
IS BIDDER GOING TO PASS THE COST OF LOADING/DELIVERY FEES					YES	NO BID	NO
HAVE YOU ATTACHED THE BREAKDOWN AS CALLED FOR ABOVE?:					YES	NO	NO
IS BIDDER ABLE AND WILLING TO MAKE DELIVERIES ON WEEKENDS AND/OR HOLIDAYS AT CONTRACT UNIT PRICES?:					YES	NO BID	YES
PLEASE SPECIFY HOURS OF OPERATION					8 AM TO 5 PM	8 AM TO 5 PM	24/7
PLEASE SPECIFY NAME OF PERSON(S) AUTHORIZED TO GIVE PRICES ON FUEL:					JJ/CELENA/DIANA	GLORIA GREZ	BETO LOPEZ



Pharr

Public Works



DATE: June 16, 2021

TO: Ignacio Amezcua, Purchasing Director

FROM: Pilar Rodriguez, PE, Interim Director of Public Works

PR

SUBJECT: Project 2021-01-517-SP002-077

Supply Contract for the Purchase and Delivery of Fuel
--

I have reviewed the bid tabulation for the subject supply contract and recommend award to lowest, responsive and responsible bidder **Gold Star Petroleum, Inc.** for item numbers 1, 2, 3, 4 & 5 (Unleaded Mid-grade Gasoline) in the aggregate amount of **\$2.45544** per gallon and item numbers 6, 7, 8, 9 & 10 (Ultra Low Sulfur Diesel) in the aggregate amount of **\$2.28894** per gallon.

If you should have any questions or require additional information, please feel free to contact me.

cc: Luis Marin, Interim Assistant Director of Public Works
Robert Vela, Fleet Maintenance Supervisor