

**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
TUESDAY, JULY 6, 2021**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases.

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

A) City Engineer's Report (ENGINEERING)

AGENDA REGULAR MEETING

July 6, 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, authorizing the Pharr Police Department to partner with Fiber Broker's International for the destruction of 52 Ballistic Vest Panels. (POLICE)

B) Agenda Item: Consideration and action, if any, Memorandum of Understanding with South Texas College for Police Academy/Basic Peace Officer Certification. (POLICE)

C) Consideration and action authorizing City Manager to ratify the advertisement for Request for Proposals (RFPs) for Construction Manager at Risk (CMAR) for the UTRGV Pharr Nursing School Facility. (ENGINEERING)

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

1. Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. **CUP#100623 (DEVELOPMENT SERVICES)**

REGULAR AGENDA - OPEN SESSION:

6. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Memorandum of Understanding to amend the current City of Pharr/Fire Department Collective Bargaining Agreement. (ADMINISTRATION)

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance creating an Office of Organizational and Strategic Excellence Department within the City of Pharr. **(3rd and Final Reading)**

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2016-20 adopting the Purchasing Policies and Procedures Manual. **(2nd Reading)**

AGENDA REGULAR MEETING

July 6, 2021

C) Consideration and action, if any, on Ordinance amending O-2016-34 and adopting the development and maintenance codes 2017 and 2018. **(1st Reading)** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Ordinance adopting a fee schedule for municipal fiber optic services. **(1st Reading)** (DEVELOPMENT SERVICES)

E) Consider and approve an Ordinance authorizing the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2021; awarding the sale thereof; and containing matters incident thereto. **(Adoption on 1st Reading)** (FINANCE)

F) Consideration and action, if any, on Ordinance appointing a Municipal Judge. **(Adoption on 1st Reading)** (ADMINISTRATION) **(TABLED)**

G) Consideration and action, if any, on Resolution adopting the City of Pharr current Corporate Boundary Map. (DEVELOPMENT SERVICES)

H) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Parks and Recreation Advisory Board. (PARKS)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on confirmation of the appointment of a Department Head for the Fire Department as prescribed by Section 143.013 of the Texas Local Government Code. (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to engage, negotiate and enter into a contract with an Architectural Firm for complete renovations of the Tierra Del Sol Golf Course clubhouse and grounds. (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase access control and video surveillance system for Natatorium from DHS Security, LLC dba 3Sixty Integrated from San Antonio, TX, through BuyBoard Cooperative Contract #574-18 in an amount not to exceed \$150,515.87. (IT)

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

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney

AGENDA REGULAR MEETING

July 6, 2021

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.

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 2nd day of July 2021 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

AGENDA REGULAR MEETING
July 6, 2021

WITNESS MY HAND AND SEAL, this 2nd day of July 2021.




IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: July 6, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: July 1, 2021

MEETING DATE: July 6, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: City Engineer's Report

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 7/1/2021

Approved - 7/1/2021

Final Approval - 7/2/2021



***Report on Capital Improvement Project Activity
July 2021***

City Engineer - Omar Anzaldue Jr., PE, CFM, PMP, CCM
Tuesday, July 06, 2021

 **Pharr** Engineering  **CIP MEETING**

1



Construction

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

 **Pharr** Engineering  **OVERVIEW**

2

Architect: The Warren Group Architects, Inc.
 Contractor: International Consulting Engineers
 CM: Easton Acquisitions, Inc.
 Notice to Proceed: Feb. 15, 2021
 Contract Time: 120 + 35 (ETC July 20, 2021)
 Time to Date: 141 (90.97%)
 Contract Amount: \$598,000.00
 Change Orders: \$58,562.00
 Current Contract: \$656,562.00
 Placed to Date: \$491,070.00 (74.79%)
 Description: The project generally consists of additional improvements that include parking, southwest entrance, curtain wall, fence, roof, exterior lighting, and exterior finish. Location is at 9901 S. Cage Blvd.

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

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



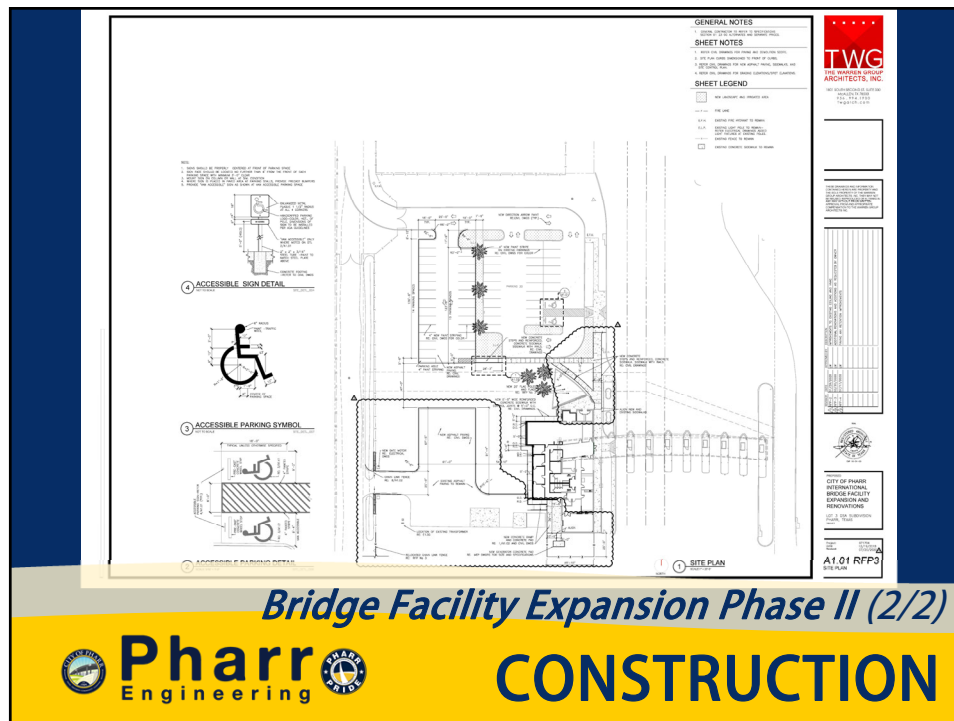
06-02-2021

Bridge Facility Expansion Phase II (1/2)



CONSTRUCTION

3



4

Architect: The Warren Group Architects, Inc.
 Contractor: Davila Construction, Inc.
 CM: Brownstone Consultants, LLC
 Notice to Proceed: Dec. 2, 2020
 Contract Time: 273 (ETC Aug. 31, 2021)
 Time to Date: 216 (79.12%)
 Contract Amount: \$7,500,000.00
 Change Orders: \$0.00
 Current Contract: \$7,500,000.00
 Placed to Date: \$3,272,596.06 (43.63%)

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

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

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



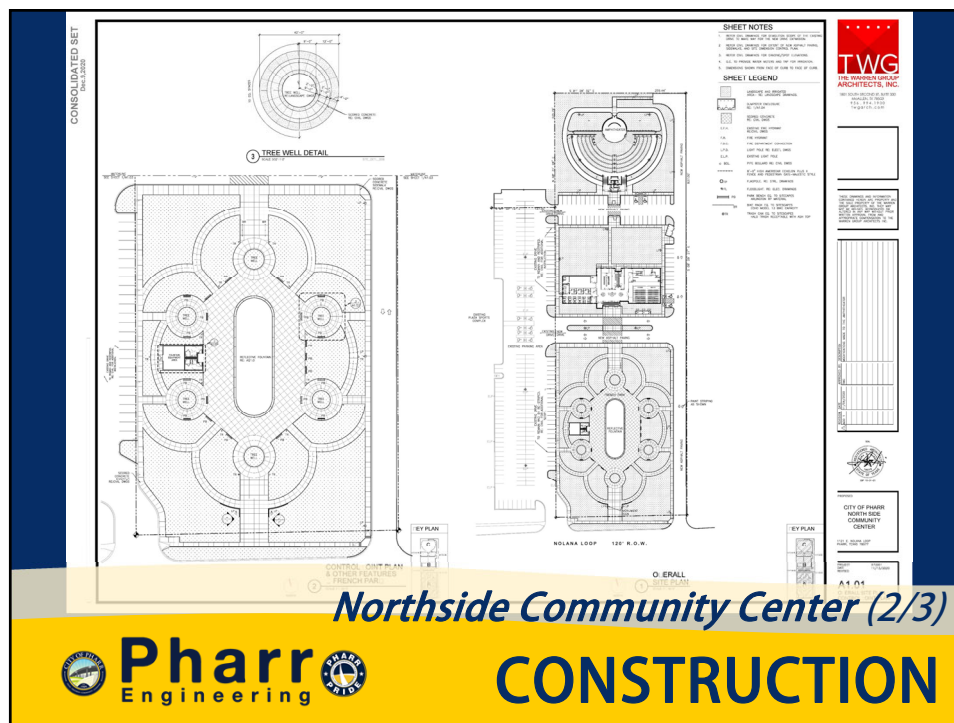
06-10-2021

Northside Community Center (1/3)



CONSTRUCTION

5



6



7

Architect: GOERO International, LLC
 Contractor: NM Contracting, LLC
 CM: Brownstone Consultants, LLC
 Notice to Proceed: July 23, 2020
 Contract Time: 207
 SC: Feb. 14, 2021 (207 = 100%)
 FC: March 01, 2021 (222 = 107.25%)
 Time to Date: 348 (168.12%)
 Contract Amount: \$2,349,203.00
 Change Orders: \$0.00
 Current Contract: \$2,349,203
 Placed to Date: \$2,206,389.17 (93.92%)

Description: The project generally consists of renovations to 17,629 sq. ft. of City Hall 1st Floor. Renovations include a new mezzanine, deli, offices, assembly areas, and sprinkler system.
Status: Contractor has completed the project.
Next Step: Project close-out is pending.

City Hall 1st Floor Renovations (1/1)

Pharr Engineering **CONSTRUCTION**

8

Architect: The Warren Group Architects, Inc.
 Contractor: D. Wilson Const. Co.
 CM: Easton Acquisitions, Inc.
 Notice to Proceed: Nov. 1, 2019
 Contract Time: 550 + 60 (ETC July 2, 2021)
 Time to Date: 613 (100.49%)
 Contract Amount: \$23,165,208.00
 Change Orders: -\$55,727.68
 Current Contract: \$23,109,480.32
 Placed to Date: \$20,178,951.69 (87.32%)

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

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

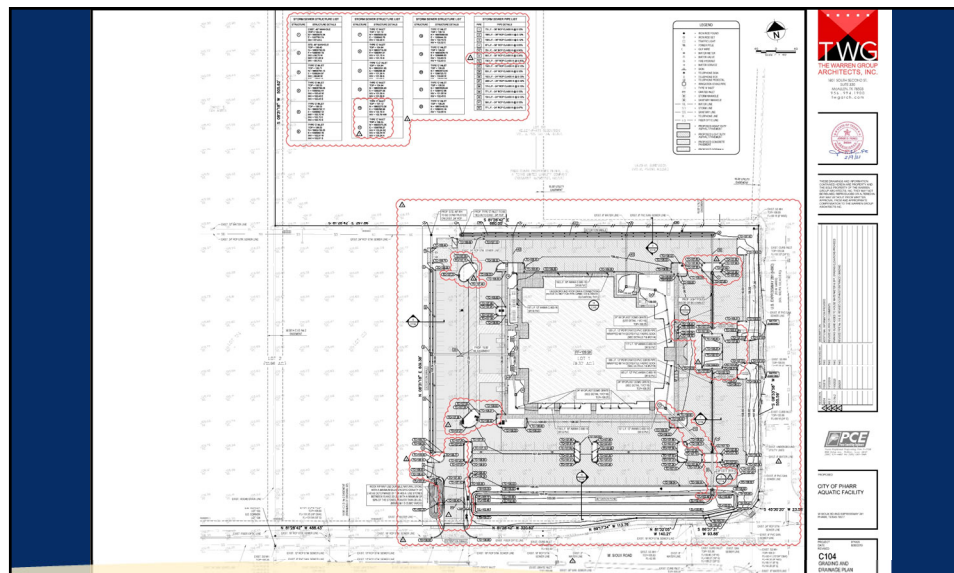
Next Step: Contractor will remove large equipment from the building and have it enclosed. Work will begin on north side parking lot.



06-10-2021

Aquatic Facility (1/3)**CONSTRUCTION**

9





06-07-2021

Aquatic Facility (3/3)

Pharr Engineering

CONSTRUCTION

11

Engineer: TEDSI Infrastructure Group, Inc.
 Contractor: International Consulting Engineers
 CM: Brownstone Consultants, LLC
 Notice to Proceed: Sept. 8, 2020
 Contract Time: 545 + 26 (ETC April 02, 2022)
 Time to Date: 301 (52.71%)
 Contract Amount: \$7,463,934.37
 Change Orders: \$48,137.23
 Current Contract: \$7,512,071.60
 Placed to Date: \$ 1,645,472.00 (21.90%)

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

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

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



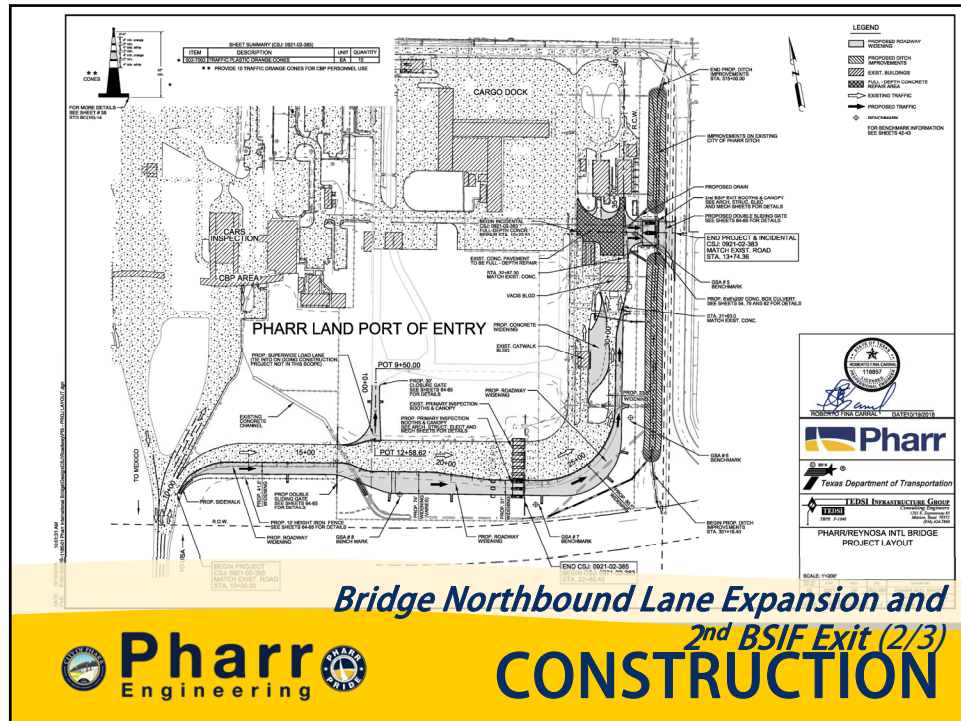
06-22-2021

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

Pharr Engineering

CONSTRUCTION

12



13



14

Engineer: J&R Engineering, LLC
 Contractor: Saenz Brothers Construction, LLC
 CM: City of Pharr
 Notice to Proceed: April 12, 2021
 Contract Time: 120 (ETC Aug. 10, 2021)
 Time to Date: 85 (70.83%)
 Contract Amount: \$1,494,704.00
 Change Orders: \$0.00
 Current Contract: \$1,494,704.00
 Placed to Date: \$0.00 (0%)

Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Status: TxDOT UIR Permit was approved on May 17, 2021. No mobilization yet.
 Next Step: Contractor to submit schedule, submittals, and start construction.



04-26-2021

Lift Station No. 30 (1/1)**CONSTRUCTION**

15

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

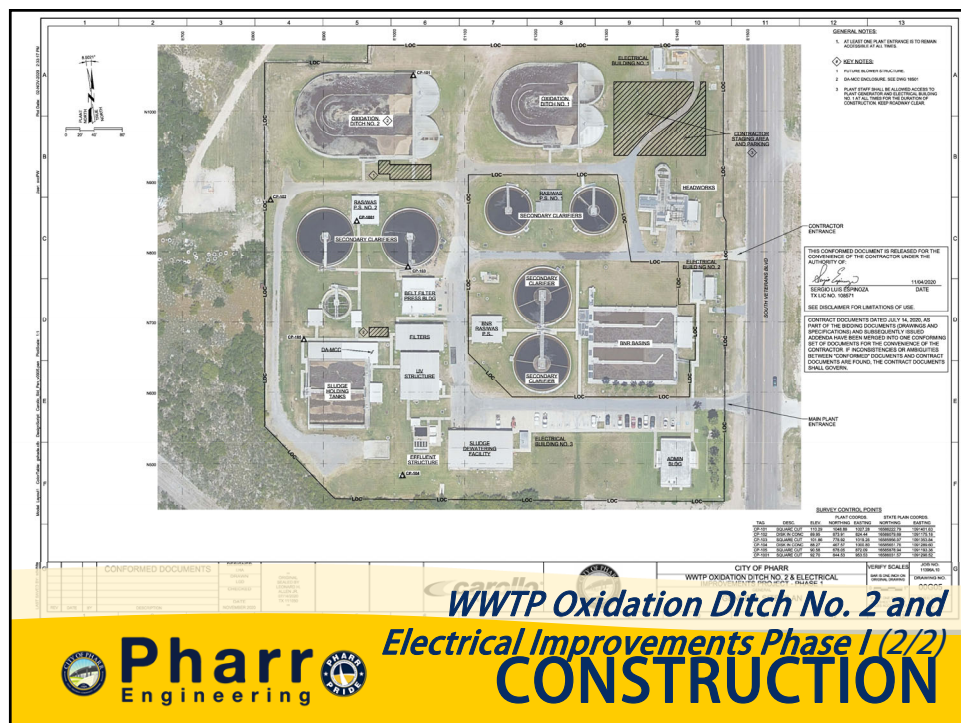


04-23-2021

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

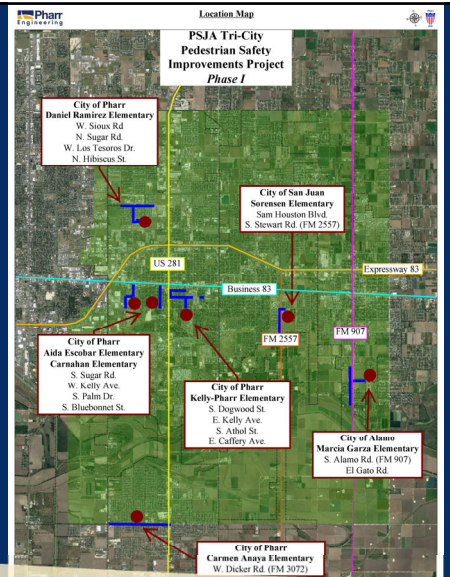
16

18



18

Engineer: R. Gutierrez Eng. Corp. / City of Pharr
Contractor: TBD
CM: City of Pharr
Notice to Proceed: TBD
Contract Time: 314 (ETC November 2022)
Time to Date: 0 (0%)
Contract Amount: TBD (EST \$1.8 – 2.8 MIL)
Change Orders: \$0.00
Current Contract: TBD
Placed to Date: \$0 (0%)
Description: The project generally consists of new sidewalk at seven (7) locations in the Tri-City area. Total length is ~6.5 miles.
Status: Bids were opened on April 26, 2021. Letter of Recommendation for Award for submitted to TxDOT on May 18, 2021.
Next Step: TxDOT's response is expected before end of 90-day bid holding period on July 25, 2021.



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



19

Architect: City of Pharr
Contractor: RDH Site & Concrete, LLC
CM: City of Pharr
Notice to Proceed: April 4, 2021
Contract Time: 90 (ETC July 3, 2021)
Time to Date: 93 (103.33%)
Contract Amount: \$616,150.00
Change Orders: \$0.00
Current Contract: \$616,150.00
Placed to Date: \$0.00 (0%)
Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b) 1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.
Status: Contractor has poured concrete at Downtown Parking Lot. Testing of base is complete at Overflow.
Next Step: Parks & Rec. to install irrigation sleeves in Overflow and Downtown Parking Lot.



06-10-2021



06-25-2021

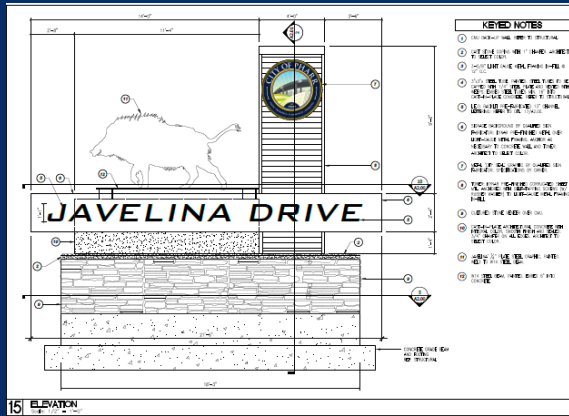
Various Parking Lot Improvements (1/1)



CONSTRUCTION

20

Architect: Alvarado Architects & Associates, Inc.
 Contractor: TBD
 CM: City of Pharr
 Notice to Proceed: TBD
 Contract Time: TBD (120 max.)
 Time to Date: 0 (0%)
 Contract Amount: TBD (EST \$250,000)
 Change Orders: \$0.00
 Current Contract: TBD
 Placed to Date: \$0 (0%)
 Description: The project generally consists of new monument signs at two corners of S. Cage Blvd. and Javelina Dr.
 Status: Bids were opened on June 08, 2021. Contracts are being prepared and will be released to Contractor.
 Next Step: Execute contracts.



Javelina Drive Monument Signs(1/1)



CONSTRUCTION

21



DEPARTMENT MISSION STATEMENT

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



END

22



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 22, 2021

MEETING DATE: July 6, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing the Pharr Police Department to partner with Fiber Broker's International for the destruction of 52 Ballistic Vest Panels.

Classification: Regular

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

Issue: The Pharr Police Department is a recipient of federal funds from the Patrick Leahy Bulletproof Vest Grant Program. The ballistic vests obtained from this grant have a five year warranty that makes them unusable once their five year shelf life expires. In accordance with the Grant, the Pharr Police Department seeks permission to partner with Fiber Broker International LLC for the destruction of expired ballistic panels that can no longer be used. This agreement for the destruction of the ballistic panels will be at no cost to the Pharr Police Department.

Fiscal Consideration: There will be no cost incurred by the Pharr Police Department for the destruction of these ballistic panels

Staff Recommendation: Staff recommends approval to use Fiber Broker's International for the destruction of 52 ballistic panels.

Alternatives: Not enter into agreement, and Pharr Police will have to store these items.

Exclude Material from Public Packet? No

Reason: None

ROUTING:

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

Created/Initiated - 6/22/2021
Approved - 6/29/2021
Approved - 7/1/2021
Approved - 7/1/2021
Approved - 7/1/2021
Final Approval - 7/2/2021

FIBER BROKERS INTERNATIONAL, LLC

289 Cooper Ave. Brent, AL 35034
Phone: 205-413-4499 Fax: 205-316-0001

ENROLLMENT, RECEIPT AND DESTRUCTION RECORD ("ERD")

Agency Name: Pharr Police Department
Agency Address: 1900 S. Cage Blvd
Agency City/State: Pharr, TX 78577
Agency Contact: Lt. Eric Rodriguez Phone #: 956-402-4834
E-mail Address: Eric.Rodriguez@pd.pharr-tx.gov Date: 5-16-2021

Thank you for participating in our Secure Ballistic Disposal and Recycling Program. Your participation is subject to the attached terms and conditions. By signing this record, you affirm your acceptance of those terms.

In order to assist us in maintaining a chain of custody over the products until they are properly destroyed, please fill in the information below and return a copy to us with your shipment.

Number of vest panels: 52 (Note here only if removed from carriers)
Number of complete vests: 0 (Note here only if still in carriers)
Number of Boxes: 1 (Complete for all shipments)

At your discretion, you can include a manifest of the vest panels included with the shipment, but note that Fiber Brokers will complete an independent assessment of the material to track serial numbers once it arrives to ensure all material is received and destroyed properly.

Please note the method of shipment that has been arranged for this shipment on the form. Include relevant tracking numbers prior to faxing a copy of this document to our office.

Carrier Name: _____ (ex. FedEx, Old Dominion, etc.)

Shipment Date: ____/____/____

Tracking Number: _____

Agency Contact:

Eric Rodriguez
(Signature)

Print Name:

Eric Rodriguez
(Name)

Lieutenant
(Title)

Proudly serving those that serve the people of the United States, Canada, and Mexico.

ACKNOWLEDGEMENT OF RECEIPT

The Company hereby acknowledges the receipt of the packages described on the attached enrollment form. The material was received by the Company on the ____ day of ____, ____ at the Company's location in Brent, Alabama by the Special Projects Assistant.

FIBER BROKERS INTERNATIONAL, LLC.

Company Representative Signature: _____

Title: _____

Textile Reclamation Representative

CERTIFICATION OF DESTRUCTION OF PRODUCTS

The Company hereby represents and certifies to Customer that the products were destroyed on the ____ day of ____, ____.

FIBER BROKERS INTERNATIONAL, LLC.

Company Representative Signature: _____

Title: _____

Textile Reclamation Representative

TERMS AND CONDITIONS OF PARTICIPATION

ENGAGEMENT OF COMPANY

By shipping the used or spent ballistic products (described on the face hereof) (the "Products") Customer hereby agrees to engage Fiber Brokers, LLC. ("the Company") pursuant to the terms and procedures of the Company's Secure Ballistic Disposal and Recycling Program ("SBDP") and upon the terms and subject to the conditions contained herein. The Company hereby agrees to receive the Products and to dispose of them pursuant to the terms and procedures of SBDP and upon the terms and subject to the conditions herein contained.

TRANSFER OF TITLE

In consideration for the Company receiving and disposing of the Products, Customer agrees to transfer title to the Products to the Company free and clear of all liens, encumbrances or claims whatsoever. The Company shall accept title to, and assume the risk of loss of, the Products when they are received by the Company at its facility in Brent, Alabama and such receipt is acknowledged by the Company pursuant to this Agreement. Customer shall not receive any additional compensation for the Products.

PACKAGING AND SHIPPING

Customer hereby agrees to package the Products into boxes labeled pursuant to the Company's instructions and the SBDP and to load and deliver the boxes to the Company's facility in Brent, Alabama. Unless otherwise agreed to in writing by Company, Customer shall be solely responsible for all shipping costs associated with the shipping and delivery of the Products to the Company's facility in Brent, Alabama.

REPRESENTATIONS OF CUSTOMER

Customer represents and warrants to the Company that (i) Customer has title to the Products free and clear of all liens, encumbrances or claims whatsoever and was in lawful possession of the Products, at the time they were delivered to Company pursuant to the terms hereby; (ii) Customer has lawful authority to transfer title to the Company; (iii) Customer has taken all the necessary and appropriate actions and procedures under Customer's applicable policies and under all applicable federal, state and local laws and regulations, to dispose of the Products; (iv) Customer has taken all necessary and appropriate action to authorize the disposition and delivery of the Products to the Company; (v) the person/persons executing and delivering this Agreement and all instruments and documents contemplated hereby are authorized to do so on behalf of Customer; and, (vi) the execution, delivery and performance of this Agreement and all instruments and documents contemplated by this Agreement do not and will not require any consent or approval which has not been obtained.

GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of Alabama. All disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Brent, Alabama and each party agrees to submit to the personal jurisdiction and proper venue of such court(s).

INDEMNIFICATION

Each party to this Agreement shall indemnify the other party against any and all losses, damages, liabilities, claims, costs and expenses (including reasonable legal fees) arising directly or indirectly out of: (i) any failure of any representation or warranty of the other party to be correct and complete when made or (ii) any failure by the other party to fully perform and observe obligations and conditions to be performed or observed by that party under this Agreement, whether any such failure is innocent, negligent, or intentional. All rights and remedies under this Section 6 are cumulative and are in addition to all other rights or remedies under this Agreement or any applicable laws.

COMPLETE AGREEMENT

This Agreement (including its exhibits), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party to this Agreement.

SUCCESSORS

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of each party to this Agreement.

LEGAL EFFECT

Nothing in this Agreement shall confer upon either party any proprietary interest in or subject either party to any liability for the business, assets, profits, losses or obligations of the other. Neither party shall be deemed a partner of, or agent for, the other. The Company and its personnel shall perform all services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Company and its personnel and Customer, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

PAYMENT REQUEST SUMMARY

Request ID	227729
Total Cost	\$19,355.00
Request Amount	\$9,677.50
Status	Sent for BVP Approval
Requested Date	05/19/2021

Processing Date

Approved Date

[View Invoice Information](#)

[View Authorized Designee Information](#)

AWARDS SUMMARY

Fiscal Year	Amount
2020 Regular Fund	\$9,677.50

RECEIPT DRAWDOWN

Receipt ID ↕	Quantity ↕	Ordered Date	Total Cost ↕	FY2020
445244	27	03/30/2021	\$19,355.00	9,677.50

Inter Office Memorandum

To: Assistant Chief Joel Robles
From: Lt. Eric Rodriguez #9083 *ER*
Date: 5-16-2021
Re: Surplus Bullet Proof Vests

A recommendation for this request to be routed to the City Manager's officer for consideration by the city commission.

Background:

The City of Pharr purchasing manual Chapter 8 addresses procedures for the Disposal of Surplus/ Salvage Equipment/ Material.

8. A- Surplus Equipment and Property

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

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment
3. Donated to an entity with City Commission approval.
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per Section 8B.

The Pharr Police Department participates with the Department of Justice Bullet Proof Vest Grant. The issue of maintaining inventory of ballistic panels that are over five (5) year mark and no longer under Warranty has risen. The Department of Justice has informed



police departments receive funds for Bullet Proof Vests and are allowed to adhere to their City Policy regarding destruction and surplus of equipment.

Police staff conducted an inventory of Bullet Proof Vests which no longer fit or expired, and a list of fifty-two (52) ballistic panels were recorded. We reached out to Fiber Broker International LLC out of Brent, Alabama which provides this service to laws enforcement entities free of charge. I spoke with Kyle Lami of Fiber Broker International LLC who provided information to this process for the service they provide in the destruction of the ballistic vests.

Discussion:

I am asking for approval to partner with Fiber Broker International LLC for the destruction of the fifty-two (52) ballistic panels currently in our inventory. This department cannot use these panels for Police work; thus, these panels are useless to us. I want to remove these items from our inventory to prevent theft, unlawful use, and to free up some of the space in our storage area.

Recommendation:

Based on the foregoing discussion, I hereby recommend that the City Commission approve this item and authorize Fiber Broker International LLC to destroy the fifty-two (52) ballistic panels in surplus.

Respectfully,

Lt. Eric Rodriguez
Pharr Police Department

CITY OF PHARR
DISPOSAL FORM



DEPARTMENT NAME: Police
SUBMITTED BY: Lieutenant Eric Rodriguez #9083

NUMBER ITEM	FUND	CATEGORY	ITEM DESCRIPTION	NUMBER SERIAL	PROPERTY ID CITY OF PHARR	MFG. YEAR	CODE CONDITION	CODE REASON TO DISPOSE
1		Patrol	Ballistic Panel	150000399790		2015	Poor	Replaced by Upgrade
2		Patrol	Ballistic Panel	150000399714		2016	Poor	Replaced by Upgrade
3		Patrol	Ballistic Panel	110000107029		2011	Poor	Replaced by Upgrade
4		Patrol	Ballistic Panel	110000106969		2011	Poor	Replaced by Upgrade
5		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
6		Patrol	Ballistic Panel	160000262107		2016	Poor	Replaced by Upgrade
7		Patrol	Ballistic Panel	160000262152		2016	Poor	Replaced by Upgrade
8		Patrol	Ballistic Panel	160000262114		2016	Poor	Replaced by Upgrade
9		Patrol	Ballistic Panel	150000399742		2015	Poor	Replaced by Upgrade
10		Patrol	Ballistic Panel	150000399676		2015	Poor	Replaced by Upgrade
11		Patrol	Ballistic Panel	160000262174		2016	Poor	Replaced by Upgrade
12		Patrol	Ballistic Panel	160000262137		2016	Poor	Replaced by Upgrade
13		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
14		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
15		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
16		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
17		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
18		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
19		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
20		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
21		Patrol	Ballistic Panel	160000262151		2016	Poor	Replaced by Upgrade
22		Patrol	Ballistic Panel	160000262112		2016	Poor	Replaced by Upgrade
23		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
24		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
25		Patrol	Ballistic Panel	160000262155		2016	Poor	Replaced by Upgrade
26		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
27		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
28		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
29		Patrol	Ballistic Panel	110000107066		2011	Poor	Replaced by Upgrade
30		Patrol	Ballistic Panel	110000107003		2011	Poor	Replaced by Upgrade
31		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
32		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
33		Patrol	Ballistic Panel	160000262154		2016	Poor	Replaced by Upgrade
34		Patrol	Ballistic Panel	160000262115		2016	Poor	Replaced by Upgrade

35		Patrol	Ballistic Panel	160000262153		2016	Poor	Replaced by Upgrade
36		Patrol	Ballistic Panel	160000262116		2016	Poor	Replaced by Upgrade
37		Patrol	Ballistic Panel	160000262156		2016	Poor	Replaced by Upgrade
38		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
39		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
40		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
41		Patrol	Ballistic Panel	160000329928		2016	Poor	Replaced by Upgrade
42		Patrol	Ballistic Panel	160000329927		2016	Poor	Replaced by Upgrade
43		Patrol	Ballistic Panel	160000329925		2016	Poor	Replaced by Upgrade
44		Patrol	Ballistic Panel	160000329919		2016	Poor	Replaced by Upgrade
45		Patrol	Ballistic Panel	140000605900		2014	Poor	Replaced by Upgrade
46		Patrol	Ballistic Panel	140000605842		2014	Poor	Replaced by Upgrade
47		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
48		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
49		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
50		Patrol	Ballistic Panel	No Data		N/A	Poor	Replaced by Upgrade
51		Patrol	Ballistic Panel	150000399720		2015	Poor	Replaced by Upgrade
52		Patrol	Ballistic Panel	150000399645		2015	Poor	Replaced by Upgrade

Revised:

4/5/2021

Department Director - Signature

Date

Condition codes: P - Poor F - Fair G - Good	Reason to dispose codes: O - Obsolete R - Replace by upgrade B - Beyond economic repair S - Surplus to requirements T - Theft
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Disposal Inventory - Ballistic Panels

PHARR

5/16/2021

COUNT	MANUFACTOR	MODEL NUMBER	Date of Issue	SERIAL NUMBER	LOT NUMBER	Expired
1	Point Blank	BII	No Data	150000399790	3107990	Yes
2	Point Blank	BII	No Data	150000399714	3107990	Yes
3	Point Blank	BII	No Data	110000107029	3026838	Yes
4	Point Blank	BII	No Data	110000106969	3026838	Yes
5	Point Blank	No Data	No Data	No Data	No Data	Yes
6	Point Blank	AXII	No Data	160000262107	3131303	Yes
7	Point Blank	AXII	No Data	160000262152	3131303	Yes
8	Point Blank	AXII	No Data	160000262114	3131303	Yes
9	Point Blank	BII	No Data	150000399742	3107990	Yes
10	Point Blank	BII	No Data	150000399676	3107990	Yes
11	Point Blank	AXII	No Data	160000262174	3131303	Yes
12	Point Blank	AXII	No Data	160000262137	3131303	Yes
13	Point Blank	No Data	No Data	No Data	No Data	Yes
14	Point Blank	No Data	No Data	No Data	No Data	Yes
15	Point Blank	No Data	No Data	No Data	No Data	Yes
16	Point Blank	No Data	No Data	No Data	No Data	Yes
17	Point Blank	No Data	No Data	No Data	No Data	Yes
18	Point Blank	No Data	No Data	No Data	No Data	Yes
19	Point Blank	No Data	No Data	No Data	No Data	Yes
20	Point Blank	No Data	No Data	No Data	No Data	Yes
21	Point Blank	AXII	No Data	160000262151	3131303	Yes
22	Point Blank	AXII	No Data	160000262112	3131303	Yes
23	Point Blank	No Data	No Data	No Data	No Data	Yes
24	Point Blank	No Data	No Data	No Data	No Data	Yes
25	Point Blank	AXII	No Data	160000262155	3131303	Yes
26	Point Blank	No Data	No Data	No Data	No Data	Yes
27	Point Blank	No Data	No Data	No Data	No Data	Yes
28	Point Blank	No Data	No Data	No Data	No Data	Yes
29	Point Blank	BII	No Data	110000107066	3026838	Yes
30	Point Blank	BII	No Data	110000107003	3026838	Yes
31	Point Blank	No Data	No Data	No Data	No Data	Yes
32	Point Blank	No Data	No Data	No Data	No Data	Yes
33	Point Blank	AXII	No Data	160000262154	3131303	Yes
34	Point Blank	AXII	No Data	160000262115	3131303	Yes
35	Point Blank	AXII	No Data	160000262153	3131303	Yes
36	Point Blank	AXII	No Data	160000262116	3131303	Yes
37	Point Blank	AXII	No Data	160000262156	3131303	Yes
38	Point Blank	No Data	No Data	No Data	No Data	Yes
39	Point Blank	No Data	No Data	No Data	No Data	Yes
40	Point Blank	No Data	No Data	No Data	No Data	Yes
41	Point Blank	AXII	No Data	160000329928	3131303	Yes
42	Point Blank	AXII	No Data	160000329927	3131303	Yes
43	Point Blank	AXII	No Data	160000329925	3134998	Yes
44	Point Blank	AXII	No Data	160000329919	3134998	Yes
45	Point Blank	BII	No Data	140000605900	3085595	Yes
46	Point Blank	BII	No Data	140000605842	3085595	Yes

Disposal Inventory - Ballistic Panels

[illegible]



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Andrew Harvey, Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Agenda Item: Consideration and action, if any, Memorandum of Understanding with South Texas College for Police Academy/Basic Peace Officer Certification.

Classification: Regular

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

Issue: Agreement with South Texas Collage to follow the course requirements specified by the Texas Commission on Law Enforcement (TCOLE) and operated under the City of Pharr Police Department academy contract with TCOLE.

Fiscal Consideration: N/A

Staff Recommendation: Recommend approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Andrew Harvey

Created/Initiated - 6/30/2021

Andrew Harvey

Approved - 6/30/2021

Anali Alanis

Approved - 7/1/2021

Karla Saavedra

Approved - 7/2/2021

Patricia Rigney

Approved - 7/2/2021

City Management Office

Final Approval - 7/2/2021

MODIFICATION AGREEMENT
Memorandum of Understanding Between
South Texas College and City of Pharr, Texas (City of Pharr Police Department)

This **Modification Agreement** ("First Modification") is made and entered into as of the 7th day of June, 2021 by and between **South Texas College**, hereinafter called "STC," and the **City of Pharr, Texas**, hereinafter called the "City." STC and the City are sometimes referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, STC and the City executed a Memorandum of Understanding with an effective date of September 23, 2019 ("MOU") pursuant to which the Parties agreed to a framework of mutual commitments and responsibilities in connection with the Basic Peace Officer Certification Program (the "Program") as more fully described in the MOU; and,

WHEREAS, the termination date set forth in Section V, subpart 1 of the MOU was August 31, 2020; and

WHEREAS, the MOU provided for extension of the MOU in writing, prior to the termination date; and

WHEREAS, STC and City elected to extend/renew the MOU and continued performing their objectives pursuant to the MOU, however, the Parties did not reduce the agreement to writing; and

WHEREAS, STC and City desire to reduce to writing the agreement to extend/renew the original MOU by one more year; and

WHEREAS, STC and City find it in the mutual best interests of the Parties to modify the MOU by extending/renewing the MOU for a successive one-year period;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby mutually acknowledged by STC and the City, each hereby agrees as follows:

A. Modification:

1. Effective retroactively as of August 31, 2020, Section V, subpart 1 of the MOU is modified by allowing for renewal of the initial term after termination date of August 31, 2020.

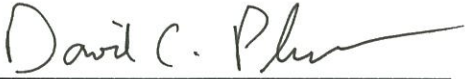
2. This Modification Agreement serves to renew/extend the MOU for a successive one-year period, effective August 31, 2020 and ending on August 31, 2021.

B. The Parties acknowledge and agree that the MOU has remained in full force and effect since September 23, 2019 and that the Parties are in full compliance with their obligations thereunder.

C. Except as modified hereby, all terms and conditions set forth in the MOU shall be unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Modification effective on the day and year first above written.

(STC) South Texas College



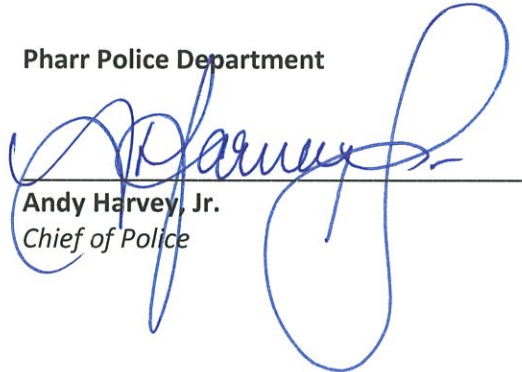
Dr. David C. Plummer
Interim President

(City) City of Pharr



Edward Wylie
Interim City Manager

Pharr Police Department



Andy Harvey, Jr.
Chief of Police



Office of the President
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-8366
f (956) 872-8368

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

June 24, 2021

Mr. Edward Wylie
Interim City Manager
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

RE: RENEWAL OF TERM
Memorandum of Understanding
South Texas College and City of Pharr, Texas (City of Pharr Police Department)

Dear Mr. Wylie:

This Notice of Renewal relates to the Memorandum of Understanding ("MOU") between South Texas College ("STC") and the City of Pharr, Texas ("City") with an effective date of September 23, 2019, as modified by a Modification Agreement ("First Modification") between the parties dated June 7, 2021, pursuant to which the parties agreed to a framework of mutual commitments and responsibilities in connection with the Basic Peace Officer Certification Program as more fully described in the MOU.

Pursuant to the First Modification, the current term of the MOU expires on August 31, 2021 and is subject to annual renewal upon written agreement of both parties entered into prior to the termination of the current term.

STC and the City hereby elect to renew the MOU for an additional one-year term, effective September 1, 2021 and ending on August 31, 2022, and continue to perform their objectives and responsibilities pursuant to the MOU.

The parties acknowledge and agree that neither party is in default of any of its obligations, promises or representations set forth in the MOU. Except as modified hereby, the parties agree that the terms and conditions of the MOU and the First Modification shall be unchanged and shall remain in full force and effect.

Accepted and agreed to as of the date set forth above:

(STC) South Texas College

Dr. David C. Plummer
Interim President

(City) City of Pharr

Edward Wylie
Interim City Manager

Pharr Police Department

Andy Harvey, Jr.
Chief of Police



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: June 29, 2021

MEETING DATE: July 6, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to ratify the advertisement for Request for Proposals (RFPs) for Construction Manager at Risk (CMAR) for the UTRGV Pharr Nursing School Facility.

Classification: Consent

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

Issue: The City began advertising on June 23, 2021 for RFPs for CMAR for the UTRGV Pharr Nursing School Facility. The action to advertise was not presented to City Commission to approve until now. Project No. 2021-40-510-S024-344

Fiscal Consideration: None at this time.

Staff Recommendation: Staff recommends approval to ratify advertisement of RFPs for CMAR for the Pharr Nursing School Facility.

Alternatives: No alternatives.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

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

Created/Initiated - 6/29/2021
Approved - 7/1/2021
Approved - 7/1/2021
Approved - 7/1/2021
Approved - 7/1/2021
Final Approval - 7/2/2021

LEGAL NOTICE



CITY OF
McALLEN

BID NOTICE

Solicitation Type and Name: Invitation to Bid for the N. 8th at Camellia Avenue Drainage Improvements

Solicitation Number: 07-21-C23-307

Summary of Work: The work consists of stormwater infrastructure upgrades consisting of approximately 830 linear feet of storm sewer, related appurtenances, and pavement reconstruction.

Bid Opening: Sealed electronic bids addressed to Mr. Roel "Roy" Rodriguez P.E., City Manager will be received until **Tuesday, July 13, 2021 at 3:00 p.m., Central Daylight Time (CDT)** at which time they shall be publicly opened in a meeting held in McAllen City Hall, 2nd Floor, Conference Room 2A. All bid responses are only to be submitted **electronically** through the City of McAllen's bidding portal: <https://mcallen.procureware.com>, on or before the aforementioned date and time. Original, hard copy, and/or late bids shall not be accepted.

Pre-Submittal Conference: City of McAllen, City Hall, Conference Room 2A, 1300 Houston Ave., McAllen, Texas 78501 on **Thursday, July 1, 2021 at 11:00 a.m. CDT**. All prospective respondents are encouraged to be in attendance.

To view this solicitation, access Plans and Specifications, and submit a bid response, you must first register in the City's bidding portal at <https://mcallen.procureware.com>. Solicitation documents will not be mailed, e-mailed, or provided in person. Once registered, you will also be added to the solicitation distribution list for changes and/or additions via Addenda form. Potential bidders are asked to post their questions on our bidding portal under the tab labeled "Clarifications" under the relative project number.

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, (Bid Security) payable without recourse to the City of McAllen, for the amount of not less than five percent (5%) of the total bid shall be submitted via a sealed envelope as a guaranty that if awarded the contract, the bidder will enter into a contract with the City of McAllen. The Bidder's bid security shall be submitted before the above-mentioned electronic bid opening date and time. Failure to submit the bid security shall be grounds for disqualification.

Original Bid Security shall be delivered in a sealed envelope and clearly marked as follows:

BID SECURITY FOR PROJECT NO. 07-21-C23-307 N. 8TH AT CAMELLIA AVENUE DRAINAGE IMPROVEMENTS

Hand-deliver Bid Security or if using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue; Attn: Purchasing & Contracting Department; McAllen, Texas 78501

Mail Bid Security: P.O. Box 220, McAllen, TX 78505-0220

The City of McAllen reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities, or to accept the Bid considered the best value to the City, and to hold the bids for a period of sixty (60) days without taking action.

Applicable Product Categories: 91345 Construction, Sewer and Storm Drain

CITY OF McALLEN – PURCHASING & CONTRACTING DEPARTMENT
(Published in the Advance News Journal on June 23 & June 30, 2021.)

LEGAL NOTICE

NOTICE TO RESPONDENTS

Formal Sealed Request for Proposal (RFP) addressed to Mr. Ed Wylie, Interim City Manager, City of Pharr, will be received on **July 13, 2021, until 4:00 p.m.** at Pharr City Hall, Purchasing Department (2nd floor) located 118 South Cage Blvd, Pharr, TX. All proposals must be in the City of Pharr's possession on or before the aforementioned date and time. Proposals received past the aforementioned deadline shall not be accepted/considered. Award proposal tabulation shall be posted on our bidding portal.

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGER AT RISK (CMAR) UTRGV PHARR NURSING SCHOOL FACILITY

Brief Description: The City of Pharr will be procuring a Construction Manager at Risk (CMAR) through a **One-Step Process** for the construction of an approximately 52,583 sq. ft facility. The two-story facility is proposed to be constructed using concrete tilt-wall panels and hollow core concrete planks. Site improvements will include minimal demolition, fencing, parking areas, landscaping and walks.

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR PROPOSALS" notice via e-mail, fax, or reading same in the newspaper are advised that they shall be required to go online to our Bidding Portal: <https://pharr.procureware.com> to obtain solicitation documents. Proposals are to be submitted in both "**electronic and hard-copy**" form. Any and all related Addendums issued shall be posted on our Bidding Portal.

The City reserves the right to negotiate with any and all firms that submit proposals, as per the Texas Government Code 2269 Subchapter F and Texas Local Government Code 271. The City of Pharr will evaluate the Proposals of the firms on the basis of fee, technical ability, experience, and ability to perform the work.

The City of Pharr does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. The City of Pharr is an Equal Employment Opportunity Employer.

Potential Respondents are asked to post their questions on our bidding portal under the tab labeled "Clarifications/Questions" under the relative project number. Any and all related Addendums issued shall be posted on our Bidding Portal.

The City of Pharr reserves the right to refuse and reject any or all responses, to waive any or all formalities, or technicalities, and to accept the RFP to be the best and most advantageous to the City and hold the responses for a period of ninety (90) days without taking action.

Hand-deliver RFP's: 118 S. Cage Blvd,
Purchasing Department (2nd Floor)

If using Land Courier (i.e., FedEx, UPS): 118 S. Cage Blvd,
Purchasing Department (2nd Floor)
Pharr, Texas 78577

Mail RFP's: P.O. Box 1729, Pharr, TX 78577

Electronic RFP's: <https://pharr.procureware.com>

Conditional responses will not be accepted. Proposals sent via facsimile shall not be accepted

A Pre-Proposal Conference will be held **July 2, 2021, at 10:00 a.m.** in City Commission Room (2nd floor) of Pharr City Hall. All prospective respondents are encouraged to be in attendance.

Envelopes must be clearly marked: **PROJECT NO. 2021-40-510-S024-344 RFP – FOR CONSTRUCTION MANAGER AT RISK (CMAR) FOR UTRGV PHARR NURSING SCHOOL FACILITY**

(Published in the Advance News Journal on June 23 & June 30, 2021.)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED:

MEETING DATE: July 6, 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.D.1.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

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

Classification: Regular

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

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

Fiscal Consideration: n/a

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

Alternatives: n/a

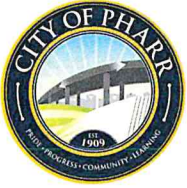
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 6/30/2021
Approved - 6/30/2021
Final Approval - 7/2/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 06, 2021

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

Background:

Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 11th renewal for Verona Event Center II, LLC.

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

Recommendations:

Staff recommends **approval** of the 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\MY FILES\CUPs\ABC\ABC_VERONA EVENT CENTER II, LLC_A & S RODRIGUEZ_2010

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

www.pharr-tx.gov



MEMORANDUM

DATE: TUESDAY, JULY 06, 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#100623 (VERONA EVENT CENTER II, LLC)

GENERAL INFORMATION:

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

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

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

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

COMMENTS:

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

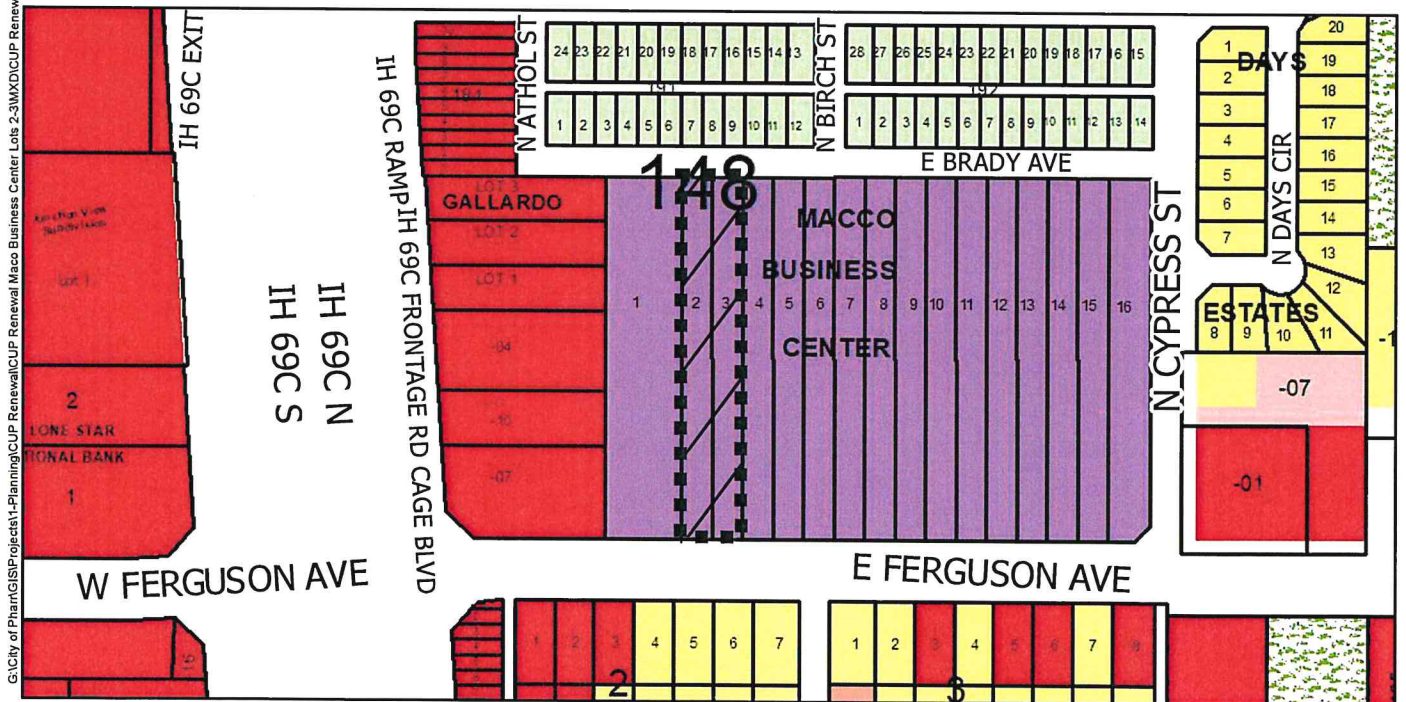
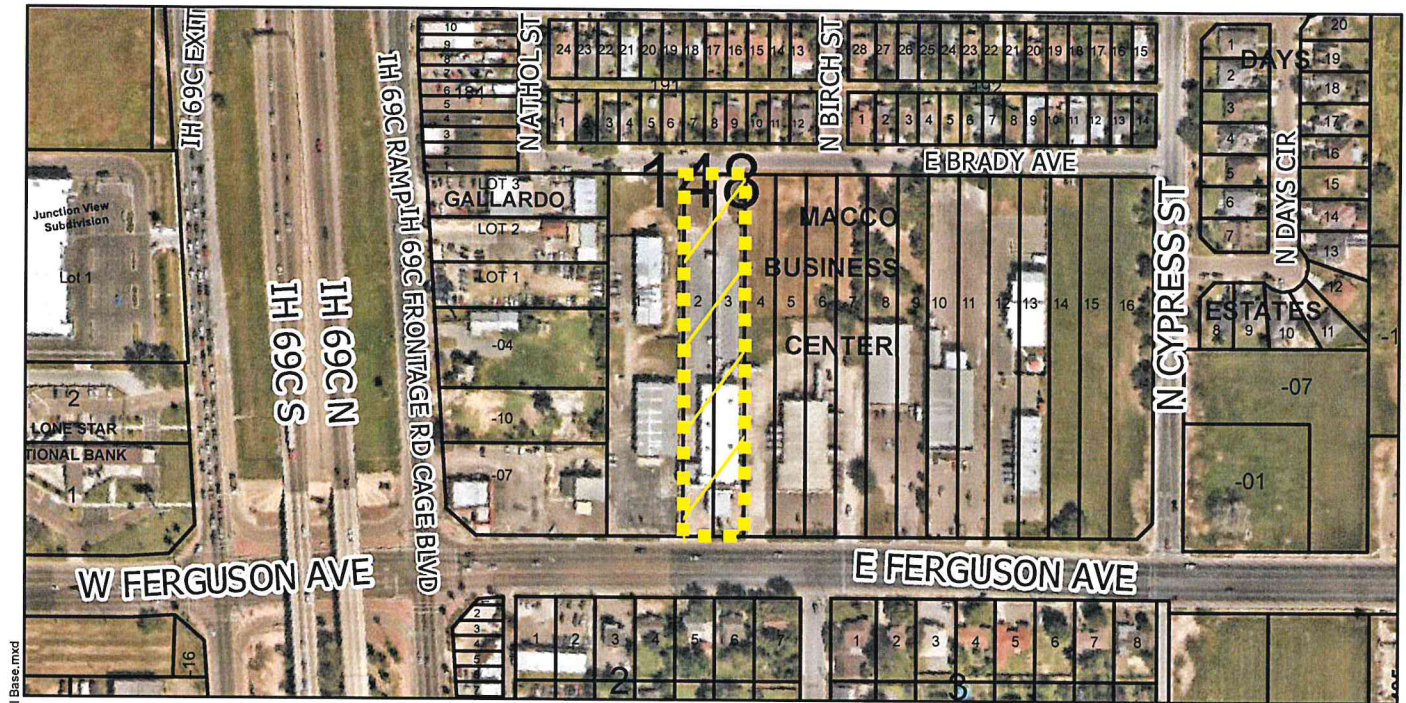
**PLANNING
DEPARTMENT:**

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 Heavy Commercial District (H-C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

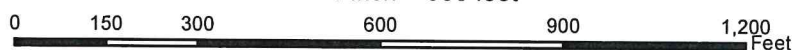
Conditional Use Permit Renewal
 Macco Business Center Lots 2-3
 Verona Event Center II
 Antonio & Sylvia Rodriguez



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 = 300 feet



Date: 6/23/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Memorandum of Understanding to amend the current City of Pharr/Fire Department Collective Bargaining Agreement.

Classification: Regular

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

Issue: This MOU will amend the current labor agreement to allow the hiring of a Fire Chief with less than 5 years paid experience

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: no approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 7/1/2021
Approved - 7/1/2021
Final Approval - 7/2/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: July 2, 2021

MEETING DATE: July 6, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Ordinance creating an Office of Organizational and Strategic Excellence Department within the City of Pharr. **(3rd and Final Reading)**

Classification: Regular

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

Issue: As part of our Baldrige journey, the integration of Lean practices, performance data and customer service focus need all to be under one umbrella; therefore proposing the creation of the Office of Organizational and Strategic Excellence Department.

Fiscal Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Item does not need to be excluded.

ROUTING:

Imelda Barrera
City Management Office

Created/Initiated - 7/2/2021
Final Approval - 7/2/2021

ORDINANCE NO: O-2021-

AN ORDINANCE ESTABLISHING AN OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE DEPARTMENT; DUTIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED.

The Office of Organizational and Strategic Excellence shall be created pursuant to the City charter, municipal chain of authority and city employment policy. This Ordinance and provisions herewith shall be included in the Pharr Code of Ordinances. All acts occurring prior to the effective date of this Ordinance shall be ratified and adopted.

SECTION 2: AUTHORIZATION.

As matters related to departmental daily operations, the Office of Organizational and Strategic Excellence shall be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as allowed by law.

SECTION 3: CREATION AND DUTIES OF OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE.

- (A) The Office of Organizational and Strategic Excellence is hereby created.
- (B) The creation of the following positions is authorized:
 - 1. An Office of Organizational and Strategic Excellence Director full time exempt position; and
 - 2. Other positions may be authorized by the Board of Commissioners as the need arises.
- (C) The department shall provide:
 - 1. Guidance and support to all city departments for continuous improvement, in turn the city will transform the way it currently operates, will improve the city's ability towards reaching and maintaining our goals of continued excellence, process improvement and outstanding customer service.
 - 2. Achieve measurable results by identifying and tracking key performance indicators, this will assist in identifying inefficiencies and capitalizing on opportunities for improvement.
 - 3. Add value to the organization by properly aligning city resources to reach organizational excellence.

SECTION 4: CUMULATIVE.

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above-described ordinance shall remain in full force and effect.

SECTION 5: SEVERABILITY CLAUSE.

Any and all ordinances in conflict with this ordinance are repealed. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 6: EFFECTIVE DATE; PUBLICATION.

This Ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than two (2) readings of the ordinance in accordance with Texas Local Government Code Section 212.134(f), and also in caption form as allowed under Section 9 of the Pharr City Charter.

This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 7: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of June, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE SECOND AND FINAL READING BY THE
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the
21st day of June, 2021.**

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: July 2, 2021

MEETING DATE: July 6, 2021

FROM: Imelda Barrera, Assistant City Clerk

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. **(2nd 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:

Imelda Barrera
Ignacio Amezcua
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/2/2021
Approved - 7/2/2021
Approved - 7/2/2021
Approved - 7/2/2021
New - 1/1/1900

ORDINANCE NO. O-2021-__

AN ORDINANCE AMENDING ORDINANCE NOS. O-2016-20; O-2015-29; O-2012-33; O-2010-29; AND 1985-8527, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS PURCHASING AGENT; ADOPTING THE CITY OF PHARR PURCHASING MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

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

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

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

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

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of June, 2021.

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Imelda Barrera, Assistant City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of July, 2021.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Barrera, Assistant City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of July, 2021.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Barrera, Assistant City Clerk



CITY OF PHARR

PURCHASING DEPARTMENT

POLICIES AND PROCEDURES MANUAL

Ed Wylie, Interim City Manager

Ignacio Amezcua, MBA, CTCD, CTCM

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 in the monitoring the activity of all purchasing for the City of Pharr and keep proper documentation of same.

The Purchasing Department is located at 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

- Acquaint the personnel (Internal and External) with 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 shall:

- 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 or using P-card.

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 shall:

- 1) Thoroughly familiarize themselves with the contents of the Purchasing Policies and Procedures Manual.
- 2) 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 a vendor or other person with a conflict of interest, so long as the conflict is disclosed.

It is the vendor or other person's responsibility to notify the City of a potential conflict of interest and to fill-out the conflict disclosure statement. 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 must be 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, and 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. Because 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 to some of the laws that govern municipal procurement. Another resource that can be used for reference are the Attorney General's Opinions; this is a very valuable and respected resource that offers guidance in the interpretation and applicability of the law(s). Consult them whenever questions arise. The attorney general's opinions are available at:

**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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS GOVERNMENT CODE 2161 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Government Code 2161 Historically Underutilized Businesses "HUB" requires that a City, making an expenditure of more than \$3,000.00 but less than \$50,000.00, must 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. TEXAS 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. Review should be completed prior to Commission approval.

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 both parties. 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 \$2,000.01. 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 card 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 P-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 P-CARDS

Cards will be issued in the name of the individual employee and the City of Pharr. Any Department may request a P-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 P-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 P-Card must be approved by his/her Department Head. (Request for P-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 P-Card Administrator – Purchasing Department.

H. DEPARTMENT HEAD RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) and Department Administrators Assistant (s) comply with the P-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 P-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 P-Card from cardholder upon termination of employment (resignation or termination) and returning the card to the Purchasing Department.
- 7) Responsible for obtaining the P-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 P-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 P-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 P-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 P-Card in a secure location.
- 6) Must not allow other individuals to use their P-Card.
- 7) Must use the P-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 P-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 P-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 P-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 P-Card to Department Admin Assistants upon transfer to another department.
- 21) Must return P-Card to the Purchasing Department upon resignation/termination of employment.
- 22) Must request a "new card" and turn-in "existing" P-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.

K. DEPARTMENT ADMINISTRATIVE 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 P-Card Program Administrator (Finance)
- 4) Must notify P-Card Program Administrator (Purchasing Department) of any purchase violations, lost or stolen cards.
- 5) Must advise P-Card Program Administrator (Purchasing Department) to cancel a Cardholder's card (i.e., department transfer, loss of P-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 P-Card Program Administrator (Purchasing Department).

L. PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)

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

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

N. PROHIBITED USES OF PROCUREMENT CARD

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

- 1) The P-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 employees.
- 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. P-CARD EMPLOYEE AGREEMENT (ATTACHMENT "A")



PROCUREMENT CARD EMPLOYEE AGREEMENT

The City of Pharr is allowing you the privilege of being assigned 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.

F. ADVERTISING AND ADVERTISING TIME REQUIREMENTS

Authorization to post/advertise a solicitation must be obtained from the City Commission. Section 252.041 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 set forth in Local Government Code 252.021 (b). 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.

(3) There are three (3) types of surety bonds commonly used with City contracts; the bid/proposal bond, performance 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 percent (5%) 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 percent (5%) 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 percent (5%) 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 percent (5%) 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 percent (5%) 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 percent (5%) 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 percent (5%) 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 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 percent (25%) 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 percent (25%).

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 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 for the required services. If negotiations are unsuccessful, the City will terminate negotiation efforts 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 evaluations' 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 shall report such information to the City Commission or City Manager, as applicable, City Manager 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 the 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 2nd degree 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 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 Purchasing Department 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 project), 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, notwithstanding this delegation, emergency procurements are subject to rules and procedures. Upon request, the Purchasing Department will assist in advising department personnel on the proper procedures for emergency purchases, the Purchasing Department will not certify the existence of an emergency.

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

An emergency purchase is defined as:

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

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

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

Procedures Responsibility

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 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 or as provided in contract. 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 Head's 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 30, 2021

MEETING DATE: July 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending O-2016-34 and adopting the development and maintenance codes 2017 and 2018. (**1st Reading**)

Classification: Regular

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

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

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 6/30/2021
Approved - 7/2/2021
Final Approval - 7/2/2021

ORDINANCE NO: O-2021-_____

**AN ORDINANCE AMENDING ORDINANCE NO. ~~O-2013-32~~ ~~O-2016-34~~ AND
ADOPTING THE DEVELOPMENT AND MAINTENANCE CODES ~~2011~~ ~~2017~~, ~~2012~~
AND ~~2015~~ ~~2018~~; REPEALING ORDINANCES IN CONFLICT HERewith;
PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY CLAUSE; AND
PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE**

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

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

- ~~2012~~ ~~2018~~ International Building Code, excluding E, L, M
- ~~2015~~ ~~2018~~ International Energy Conservation Code, excluding appendices RA and RB
- ~~2011~~ ~~2017~~ National Electrical Code
- ~~2012~~ ~~2018~~ International Residential Code to include Appendices A through Q, excluding L and I
- ~~2012~~ ~~2018~~ International Plumbing Code, excluding A
- ~~2012~~ ~~2018~~ International Swimming Pool and Spa Code
- ~~2012~~ ~~2018~~ International Fuel Gas Code
- ~~2012~~ ~~2018~~ International Existing Building Code
- ~~2012~~ ~~2018~~ International Property Maintenance Code
- ~~2012~~ ~~2018~~ International Fire Code

Section 2: Addendums

A. Schedule of Permit Fees Total Valuation

\$1,000.00 and less

Fees

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

\$1,000.00 to \$50,000.00

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

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

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

B. Moving Permits (Manufactured Homes Excluded)

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

- 2) A used house older than five (5) years (driveway included): \$100.00.
 - a) The house must comply with the 2012 2018 International Residential Code.
 - b) The building official or his deputy must conduct a visual inspection of the house prior to it being moved.
 - c) A \$100.00 inspection fee, in addition to the moving permit, shall be paid by the seller or buyer before the moving permit is issued.
 - d) If the application for the moving permit is approved, the seller or buyer must submit to this department a site plan showing the house setbacks and location of the driveway.
 - e) The house mover must be licensed and bonded with the City of Pharr. With the approval of the house mover, the seller or buyer may obtain the moving permit.
 - f) \$0.50 per mile of travel round trip from Pharr City Hall (non- refundable), if outside city limits.

C) Demolition Permits

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

D) Inspections' Certificate of Occupancy

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

E) Manufactured Homes

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

F) Valuations

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

G) Contractors Responsibilities

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

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

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

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

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

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

Fees

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

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

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

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

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

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

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

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

Section 3: Repealing Clause

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

Section 4: Severability Clause

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

Section 5: Penalty

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

Section 6: Publication, Effective Date

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

2018 Significant Changes from the 2012 IBC

For:
City of Pharr, TX



1

International Building Code

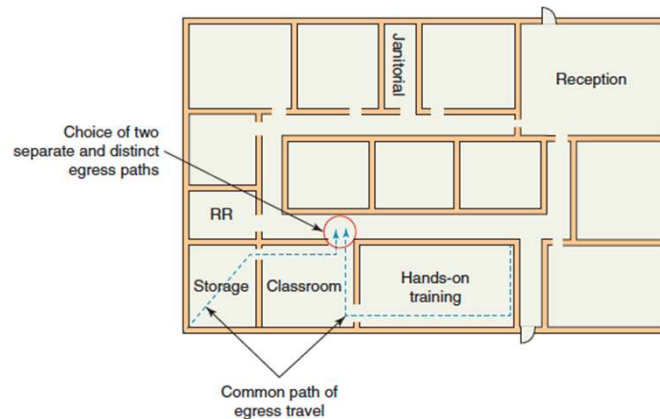


2

1017.3, 202 Measurement of Egress Travel

2018

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



3

1607.12.5 Photovoltaic Panel Systems

2015

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



4

1705.12.6 Fire Sprinkler Clearance

2018

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



5

2304.10.6 Load Path

2015

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



6

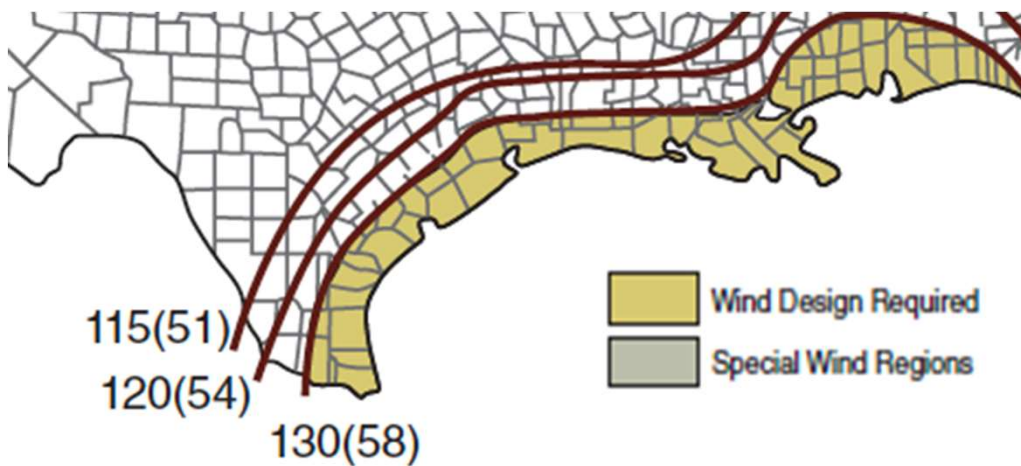
International Residential Code



7

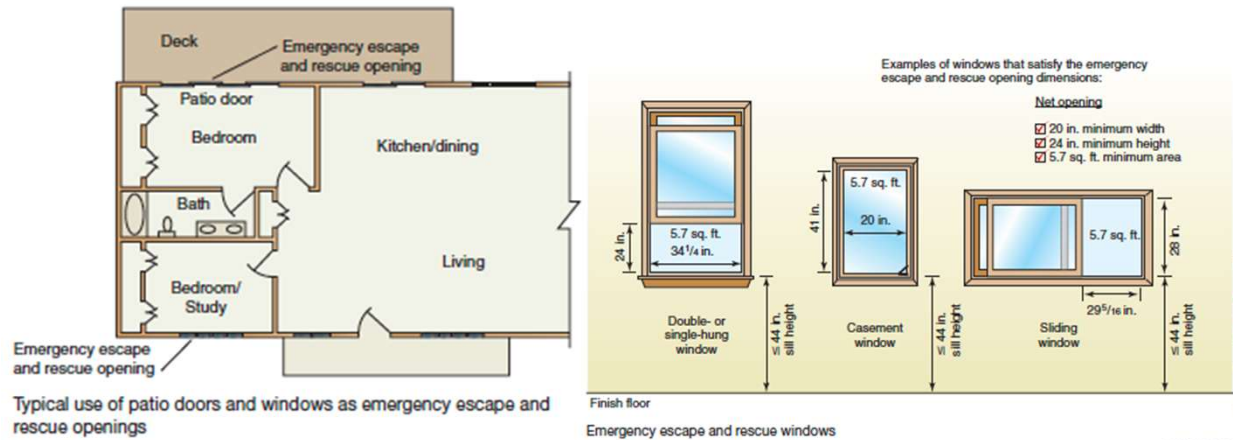
R301.2 Wind Design Criteria

2015



8

2015 R310 Emergency Escape and Rescue Openings



9

International Mechanical Code

10

Table 403.3.1.1 Manicure & Pedicure Station 2015 Exhaust Rate

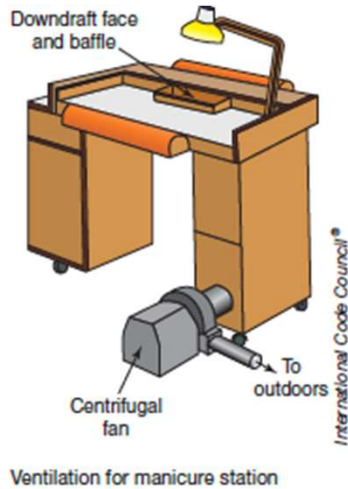


TABLE 403.3.1.1 Minimum Ventilation Rates

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

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



11

504.4 Sealing of Clothes Dryer Exhaust Ducts 2018

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



Joints in dryer exhaust duct must be sealed.



12

504.5, 504.8.4.3 Dryer Exhaust Duct Power Ventilators 2015

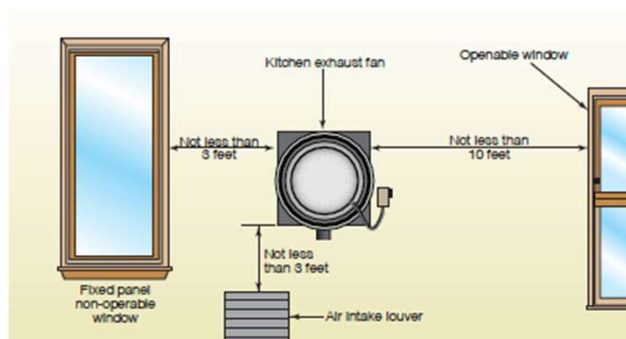
- New text recognizes the use of dryer exhaust duct power ventilators (DEDPVs) for installations that exceed the allowable exhaust duct length for clothes dryers.



13

506.3.13 Type I Hood Exhaust Termination 2018

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



Clearances to openings for Type I exhaust duct terminations



14

International Plumbing Code



15

308.10 Thermal Expansion Tank Support

2018

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



One method of independent tank support



Unsupported thermal expansion tank



16

504.6 Temperature & Pressure Relief Discharge 2015 Piping

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



T and P discharge to the floor



17

International Fire Code



18

2015

611 Hyperbaric Facilities

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



19

2018

903.3.1.2.3 Protection of Attics in Group R Occupancies

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



20

2303.2.1 Height of Emergency Disconnect Switch

2018

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



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



21

International Fuel Gas Code

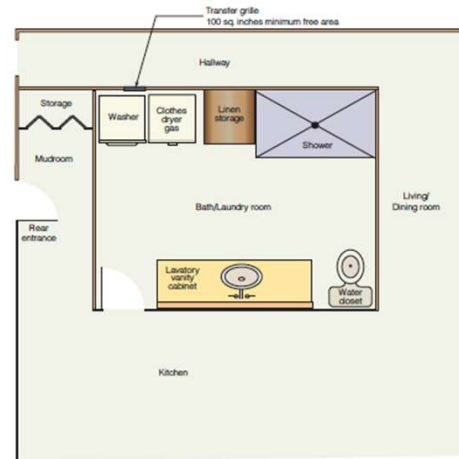


22

2018

303.3 Gas-Fired Clothes Dryer in Bathrooms

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



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

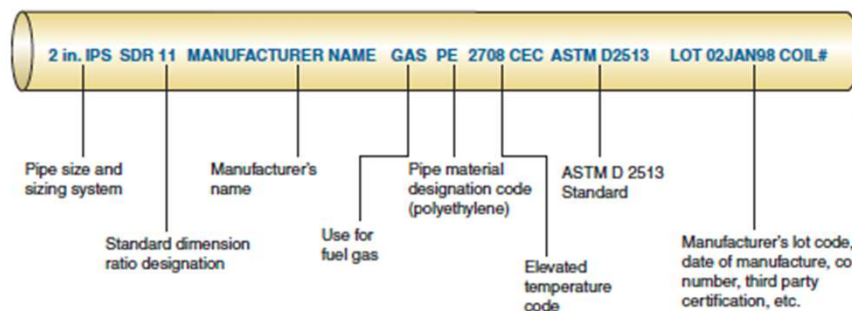


23

2015

403.6 Plastic Pipe, Tubing and Fittings

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



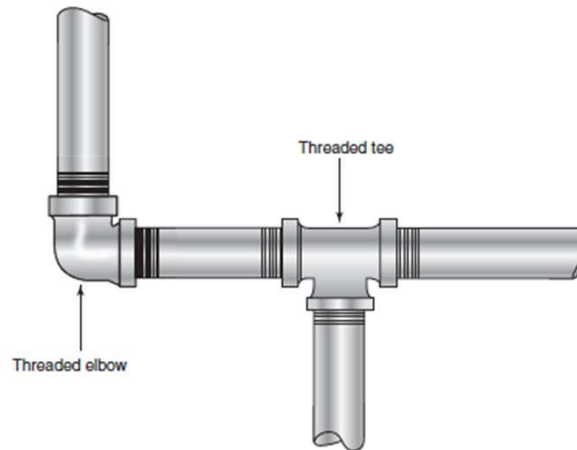
Approved polyethylene gas piping with markings in accordance with the code and ASTM D 2513



24

404.5 Fittings in Concealed Locations

2015



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

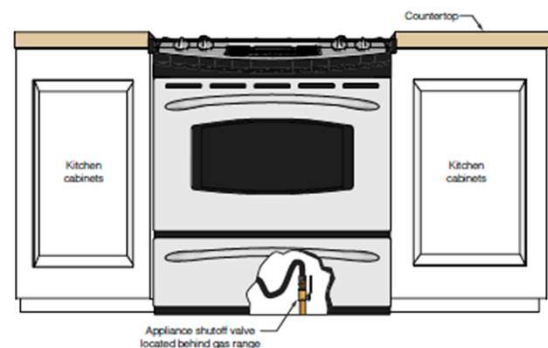


25

409.5.1 Access to Shutoff Valves for Movable Appliances

2018

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



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



26

Thank You For Your Time





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Melanie Cano, Development
Services Director

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance adopting a fee schedule for municipal fiber optic services. *(1st Reading)*

Classification: Regular

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

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

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Approve/Deny/Table

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melanie Cano
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 7/2/2021
Approved - 7/2/2021
Final Approval - 7/2/2021

ORDINANCE NO. O-2021-_____

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

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

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

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

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

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

B. DEPOSIT FEES

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

C. MISCELLANEOUS FEES

Type	Fee
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Wireless Modem	\$5.00

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

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

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

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

SECTION 6: PROPER NOTICE AND MEETING.

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: July 1, 2021

MEETING DATE: July 6, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consider and approve an Ordinance authorizing the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2021; awarding the sale thereof; and containing matters incident thereto. *(Adoption on 1st Reading)*

Classification: Regular

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

Issue: TWDB required a different language on the Notice of Intent to issue these Bonds.

Fiscal Consideration: n/a

Staff Recommendation: TO approve

Alternatives: Deny

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/1/2021
Approved - 7/1/2021
Approved - 7/1/2021
Final Approval - 7/2/2021

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2021; AWARDING THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO

WHEREAS, the City of Pharr, Texas (the “City”), acting through its City Commission, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code Chapter 271, Subchapter C, as amended (the “Act”), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) planning, acquisition, design, and construction of drainage improvements and (ii) cost of professional services incurred in connection therewith;

WHEREAS, the City Commission authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Commission was tentatively scheduled to meet at 5:00 p.m. on July 5, 2021, at its regular meeting place to adopt an ordinance authorizing the issuance of the certificates of obligation to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) the revenues to be derived from the City’s waterworks and sewer system (the “Waterworks and Sewer System”) after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the certificates of obligation;

WHEREAS, such notice was published at the times and in the manner required by the Act;

WHEREAS, no petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such certificates of obligation on or before July 5, 2021 or the date of passage of this Ordinance.

WHEREAS, the City is authorized by Section 1502.052, Texas Government Code, as amended, to pledge the revenues of the Waterworks and Sewer System to the payment of certificates.

WHEREAS, the City has determined that it is in the best interests of the City and that it is otherwise desirable to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act;

WHEREAS, the Texas Water Development Board has approved a maximum loan to the City in the maximum amount of \$3,157,000 upon the terms and conditions as outlined in the Texas Water Development Board’s Resolution adopted on February 25, 2021; now therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF PHARR, TEXAS:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Certificate” or “Certificates” shall mean any or all of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2021, authorized by this Ordinance.

“City” shall mean the City of Pharr, Texas and, where appropriate, its City Commission.

“City Commission” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Construction Fund” shall mean the construction fund established by the City and described in Section 4.3 of this Ordinance.

“Debt Service Fund” shall mean the debt service fund established by the City and described in Section 4.2 of this Ordinance.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Certificate, shall mean August 15, 2021 and each August 15 and February 15 thereafter until maturity or earlier redemption of such Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding” when used with reference to the Certificates, shall mean, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as

permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean Lone Star National Bank, McAllen, Texas, and its successors in that capacity.

“Permitted Investments” means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended.

“Project” shall mean the planning, acquisition, design, and construction of drainage improvements.

“Purchaser” shall mean the entity or entities specified in Section 6.1 hereof.

“Record Date” shall mean the close of business on the last business day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

“Registered Owner” shall mean the person or entity in whose name any Certificate is registered in the Register.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“TWDB” shall mean the Texas Water Development Board.

Section 1.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

Section 1.2: Recitals Incorporated. The recitals to this Ordinance are hereby approved by the City Commission and incorporated into and made a part of this Ordinance.

ARTICLE II

TERMS OF THE CERTIFICATES

Section 2.1: Amount, Purpose and Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of Three Million One Hundred Fifty-Seven Thousand Dollars and No/100 Dollars (\$3,157,000) for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) planning, acquisition, design, and construction of drainage improvements and (ii) cost of professional services incurred in connection therewith;

Section 2.2: Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the “City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2021,” and shall be dated July 5, 2021. The Certificates shall bear interest at the rates set forth in Section 2.3 below, from the later of date of the delivery of the Certificates to the Purchaser or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15, 2022, and each August 15 and February 15 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 2.3: Numbers, Denomination, Interest Rate and Maturities. The Certificates shall be issued bearing the numbers and in the principal amounts set forth in the following schedule and may be transferred and exchanged as set out in this Ordinance. The certificates shall bear an interest rate of 0.00%. Therefore, no interest shall ever be paid on the Certificates. The Certificates shall mature on August 15 in each of the years and in the amounts set out in such schedule. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$100,000 or integral multiples of \$1,000 in excess thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
2022	106,000	0.00
2023	106,000	0.00
2024	106,000	0.00
2025	106,000	0.00
2026	106,000	0.00

<u>Maturity (August 15)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2027	106,000	0.00
2028	105,000	0.00
2029	105,000	0.00
2030	105,000	0.00
2031	105,000	0.00
2032	105,000	0.00
2033	105,000	0.00
2034	105,000	0.00
2035	105,000	0.00
2036	105,000	0.00
2037	105,000	0.00
2038	105,000	0.00
2039	105,000	0.00
2040	105,000	0.00
2041	105,000	0.00
2042	105,000	0.00
2043	105,000	0.00
2044	105,000	0.00
2045	105,000	0.00
2046	105,000	0.00
2047	105,000	0.00
2048	105,000	0.00
2049	105,000	0.00
2050	105,000	0.00
2051	106,000	0.00

Section 2.4: Redemption Prior to Maturity. (a) The City reserves the right, at any time, to redeem prior to maturity the Certificates, in whole or in part, in inverse order of maturity, in principal installments of \$1,000 or any integral multiple thereof, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

(b) Certificates may be redeemed only in integral multiples of \$1,000. If a Certificate subject to redemption is in a denomination larger than \$1,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$1,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$1,000 denomination which is obtained by dividing the principal amount of such Certificate by \$1,000. Upon presentation and surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before

the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 2.5: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the paying agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered, and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article III of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of the Perez Law Firm, PLLC, McAllen, Texas, Bond Counsel, may be printed on the back of the Certificates over the certification of the City Clerk, which may be executed in facsimile, and the engagement of Bond Counsel in connection with the issuance of the Certificates is hereby authorized and approved. CUSIP numbers also may be printed on the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

Section 2.6: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article III of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 2.7: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

The City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for

all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Certificates, premium, if any, and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an owner shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 2.8: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior

to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 2.9: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore a replacement Certificate, of the same maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 2.10: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

ARTICLE III

FORM OF CERTIFICATES

The form of the Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate, and Form of Assignment shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions, and variations, including an insurance legend or statement, if any, as may be necessary or desirable and not prohibited by this Ordinance.

ARTICLE IV

SECURITY FOR THE CERTIFICATES

Section 4.1: Pledge and Levy of Taxes and Revenues. To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund (hereinafter defined) and to no other purpose.

The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

In addition, the City also hereby pledges the revenues to be derived from the Waterworks and Sewer System, after the payment of all operation and maintenance expenses thereof (the "Net Revenues") to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any

kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

To pay the interest coming due on the Certificates prior to receipt of the taxes levied to pay such interest, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

Section 4.2: Debt Service Fund. The Combination Tax and Revenue Certificates of Obligation, Taxable Series 2021 Debt Service Fund (the “Debt Service Fund”) is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 4.3: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller’s registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE V

CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.1: Acceptance. Lone Star National Bank, McAllen, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Clerk is hereby authorized to attest thereto and affix the City’s seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 5.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the Registered Owners of the Certificates and shall be disbursed in accordance with this Ordinance.

Section 5.3: Certificates Presented. Subject to the provisions of Section 5.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 5.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 5.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 5.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

Section 5.7: Book-Entry-Only System for Certificates. The Certificates issued in exchange for the Certificates initially issued to the purchaser(s) specified in Section 4 herein shall be initially issued in the form of a separate single fully registered Certificate for each maturity thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (e) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities, to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates, as shown on the Registration Books, of any notice with respect to the Certificates or (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificates, for the purpose of registering transfers with respect to such Certificates and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 5.8: Successor Securities Depository; Transfers Outside Book-Entry-Only Systems. In the event that the Issuer determines to discontinue the use of the Book-Entry-Only System through DTC, or DTC determines to discontinue providing its services with respect to the Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance. Whenever a successor securities depository has been appointed pursuant to this paragraph, the

terms DTC and DTC Participant as used in this Ordinance shall refer to such successor securities depository and its participants, respectively.

Section 5.9: Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 5.10: DTC Letter of Representation. The officers of the Issuer are herein authorized for and on behalf of the Issuer and as officers of the Issuer to enter into one or more amendments to the Blanket Letters of Representation with DTC as deemed necessary to establish and maintain the Book-Entry-Only System with respect to the Certificates.

ARTICLE VI

PROVISIONS CONCERNING SALE AND

APPLICATION OF PROCEEDS OF CERTIFICATES

Section 6.1: Sale of Certificates. The sale of the Certificates to the Texas Water Development Board (the "Purchasers") at a price of \$3,157,000 is hereby approved by the City Commission which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor of the City and the City Clerk and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

Section 6.2: Proceeds of Sale. Proceeds from the sale and delivery of the Certificates shall be deposited into an escrow account to be used to pay for the costs of the Project, subject to being withdrawn only with the approval of the Executive Administrator of the TWDB or another designated representative under the terms of the Escrow Agreement between the City and the Escrow Agent.

Section 6.3: Investment Of Funds; Valuation; Transfer Of Investment Income.

Money in the escrow account, may, at the option of the City, be invested in Permitted Investments under the Public Funds Investment Act, Chapter 2256, Texas Government Code; provided that all such deposits and investments shall be made in such manner that the money required to be expended will be available at the proper time or times. All such deposited funds shall be secured as required under the Public Funds Collateral Act, Chapter 2257, Government Code. All such investments shall be valued in terms of current market value no less frequently than the last business day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the depository, except as otherwise permitted by the laws applicable to the City. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind

described above, or in a common pool of such investments held by the City or its designated agent, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

Section 6.4: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's clerk or an assistant clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 6.5: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Clerk and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

ARTICLE VII

CONTINUING DISCLOSURE UNDERTAKING

Section 7.1: Continuing Disclosure Undertaking. The Certificates will be subject to a continuing disclosure undertaking in conformity with the Rule and the provisions of this Article VIII. As used in this Article, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(a) The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the official statement authorized by Section 7.3

of this Ordinance, under the under the headings “SELECTED FINANCIAL INFORMATION,” “DEBT STATEMENT,” “TAX DATA,” “SELECTED FINANCIAL DATA,” “ADMINISTRATION OF THE CITY,” and in APPENDIX “B”. The City shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City shall provide unaudited financial statements for the applicable fiscal year by the required time and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Commission and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends that the words used in clauses (15) and (16), above, and the definition of Financial Obligation in this Ordinance have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 8.1(a) hereof by the time required by Section 8.1(a) hereof.

(c) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update

any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(d) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

ARTICLE VIII

CONDITIONS OF TEXAS WATER DEVELOPMENT BOARD.

In compliance with the conditions imposed under the TWDB Resolution No. 21-043, the City agrees and covenants as follows:

(a) The City will comply with all applicable TWDB laws and rules related to the use of the financial assistance;

(b) The City will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

(c) The City will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project;

(d) The City will maintain insurance coverage sufficient to protect the TWDB's interest in the Project;

(e) A final accounting will be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project;

(f) The City will deposit any proceeds from the Certificates that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting, including any interest earned on the Certificate proceeds, into the Debt Service Fund;

(g) The City shall either return or deposit into the Debt Service Fund any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting, including any interest earned on the grant funds;

(h) The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;

(i) Proceeds from the sale of the Certificates shall not be used by the City when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. To the extent permitted by law, the City shall indemnify, hold harmless, and protect the TWDB from any and all claims, causes of action, or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project;

(j) The City shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;

(k) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Certificates to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.;

(l) The City will refrain from using the proceeds of the Certificates to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to “advance refundings”);

(m) The City will submit quarterly status reports on the progress of the Project that details information requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the Project;

(n) Without prior approval from TWDB, the City will not encumber, pledge, or otherwise impair the revenues of the System in any manner with respect to the payment of any Certificates or with respect to any liability, except for the payment of the following: (1) maintenance and operating expenses payable within the current fiscal year with current revenues; and (2) additional debt, and the City shall in no way encumber, pledge, or otherwise impair its title to the land used by or for the System or any interests therein, including improvements and facilities of the System.

(o) The City will provide to the Executive Administrator an audit of the City prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant annually.

(p) The City will maintain current, accurate, and complete records and accounts in accordance with generally accepted accounting principles necessary to demonstrate compliance with financial assistance related legal and contractual provisions.

(q) All payments to the TWDB shall be made via wire transfer at no cost to the TWDB.

ARTICLE IX

MISCELLANEOUS

Section 9.1: Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

- (a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity or redemption; or
- (b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including

obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 9.2: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, give any preference to any Certificate over any other Certificate, or reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 9.3: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which

is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 9.4: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 9.5: Further Proceedings. The Mayor, City Clerk and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 9.6: Severability. If any Section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9.7: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 9.8: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9.9: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 9.10: Preamble. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

PASSED AND APPROVED on this 5th day of July 2021.

CITY OF PHARR, TEXAS

Mayor

ATTEST

City Clerk

(SEAL)

EXHIBIT A

FORM OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF PHARR, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, TAXABLE
SERIES 2021

REGISTERED NUMBER

¹R-

REGISTERED DENOMINATION

\$ _____

²INTEREST
RATE:

_____ %

DATED
DATE:

INTEREST
ACCRUES

FROM:

Date of Delivery

²MATURITY
DATE:

August 15, ____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

³THE CITY OF PHARR, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at the principal corporate trust office of Lone Star National Bank, McAllen, Texas, or its successor (the “Paying Agent/Registrar”), the principal amount identified above payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest

¹ Initial Certificate shall be numbered T-1.

² Omitted from the Initial Certificate.

³ The first sentence of the Initial Certificate shall read as follows:

“THE CITY OF PHARR, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on February 15 of each of the years and in the principal amounts set forth in the following schedule: **[Insert information regarding years of maturity, principal amounts and interest rates from Section 2.3 of the Ordinance]**, upon presentation and surrender of this Certificate at the principal corporate trust office of Lone Star National Bank, McAllen, Texas, or its successor (the “Paying Agent/Registrar”), payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of their delivery or the most recent interest payment date to which interest has been paid or duly provided for.”

thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of their delivery or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable on February 15, 2022, and each August 15 and February 15 thereafter until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth calendar day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the principal corporate trust office of the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of \$3,157,000 issued pursuant to an ordinance adopted by the City Commission of the City on July 5, 2021 (the "Ordinance") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) planning, acquisition, design, and construction of drainage improvements and (ii) cost of professional services incurred in connection therewith;

⁴THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at any time, to redeem prior to maturity the Certificates, in whole or in part, in principal installments of \$1,000 or any integral multiple thereof, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$1,000. If a Certificate subject to redemption is in a denomination larger than \$1,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$1,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$1,000 denomination which is obtained by dividing the principal amount of such Certificate by \$1,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

⁴ In the Initial Certificate, this paragraph shall read: "THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$1,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's waterworks and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues") are pledged to the payment of the principal of and interest on the Certificates provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor and countersigned by the City Clerk by their manual, lithographed or printed facsimile signatures.

CITY OF PHARR, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Clerk

* * *

⁵FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I hereby certify that this certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

* * *

⁶FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Lone Star National Bank
as Paying Agent/Registrar
By _____
Authorized Signature
Date of Authentication: _____

* * *

⁵ The Comptroller's Registration Certificate shall only be attached to the Initial Certificate.

⁶ Omitted from the Initial Certificate.

⁷FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

* * *

⁷ Omitted from the Initial Certificate.

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

SEE TAB __



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: July 2, 2021

MEETING DATE: July 6, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Ordinance appointing a Municipal Judge. *(Adoption on 1st Reading)* (ADMINISTRATION) **(TABLED)**

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/2/2021
Approved - 7/2/2021
Approved - 7/2/2021
Final Approval - 7/2/2021

ORDINANCE NO: O-2021-_____

**AN ORDINANCE APPOINTING A MUNICIPAL JUDGE FOR THE CITY OF PHARR;
COMPENSATION; HOURS; CUMULATIVE CLAUSE; SEVERABILITY CLAUSE;
DECLARING AN EMERGENCY; EFFECTIVE DATE**

WHEREAS, in accordance with the City Charter of the City of Pharr, Article IV, Sections 2, 4 and 8, a Municipal Judge and Alternate Municipal Judge shall be appointed by the Board of Commissioners of the City of Pharr; as soon as practical after the biennial election of the Commission; and

WHEREAS, the Municipal Judge shall be appointed for a two-year term and shall have the qualifications as set out in the City Charter; and

WHEREAS, the Municipal Judge shall have the duties, responsibilities, and authority as set out in the City Charter, applicable law and City Codes.

WHEREAS, the Municipal Judge seat has become vacant due to resignation of Criselda Rincon-Flores and needs to be filled;

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

SECTION 1: The following shall hereby be appointed/re-appointed to serve in the capacity indicated below:

1. _____ is hereby appointed as the Municipal Judge of the City of Pharr. Compensation and benefits should be coordinated through the Human Resources Department and shall be subject to any and all terms and applicable benefits pursuant to the City of Pharr Personnel Policies as may be amended from time to time.

SECTION 2: The Municipal Judge shall be designated the administrative judge of the municipal courts. The Municipal Judge will be a full-time position and shall be responsible for any and all management, oversight and administrative reports required by the City Commission or the City Manager. The Municipal Judge shall be under the direction of the City Manager and have authority over any municipal court personnel, including but not limited to, the alternate municipal judges pursuant to the municipal chain of authority and city employment policy as may be amended from time to time.

SECTION 3: Cumulative Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above described ordinance shall remain in full force and effect.

SECTION 4: Severability Clause. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 5: Declaring an Emergency Clause; Effective Date. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect on the _____ day of July 2021.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of July, 2021, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Resolution adopting the City of Pharr current Corporate Boundary Map.

Classification: Regular

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

Issue: The City of Pharr has updated it's current official Corporate Boundary Map which shows a total land area of 15,183 acres (24 sq. mi.).

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 6/30/2021
Approved - 7/1/2021
Final Approval - 7/2/2021

RESOLUTION NO. R-2021-_____

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CITY OF PHARR

§

§

§

**A RESOLUTION ADOPTING THE CITY OF PHARR
CURRENT CORPORATE BOUNDARY MAP**

WHEREAS, the City of Pharr has dedicated itself to serving the entire community over the years and ensuring continuous prosperity to its inhabitants.

WHEREAS, by virtue of the City of Pharr's population, census, and inhabitants, the City of Pharr enjoys a total land area of 15,183 acres (24 sq. mi.).

WHEREAS, the map attached as Exhibit "A" in this Resolution sets out the true, correct and official boundaries of the City of Pharr.

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

SECTION 1: ADOPTION OF CITY OF PHARR CORPORATE BOUNDARY MAP

- A. The new official City of Pharr Corporate Boundary map is hereby adopted. Said new official Corporate Boundary map attached to this Resolution as Exhibit "A", is fully incorporated by reference herein and shall supersede any prior boundary map adopted by the city. The official Corporate Boundary map shall be maintained in the office of the City Secretary. The map may be amended and corrected from time to time by the City Commission.

- B. The Director of Development Services shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

SECTION 2: SAVINGS CLAUSE

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 3: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall always be in compliance with state, federal and other guidelines as directed.

SECTION 4: EFFECTIVE DATE

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 5: PROPER NOTICE AND MEETING

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

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

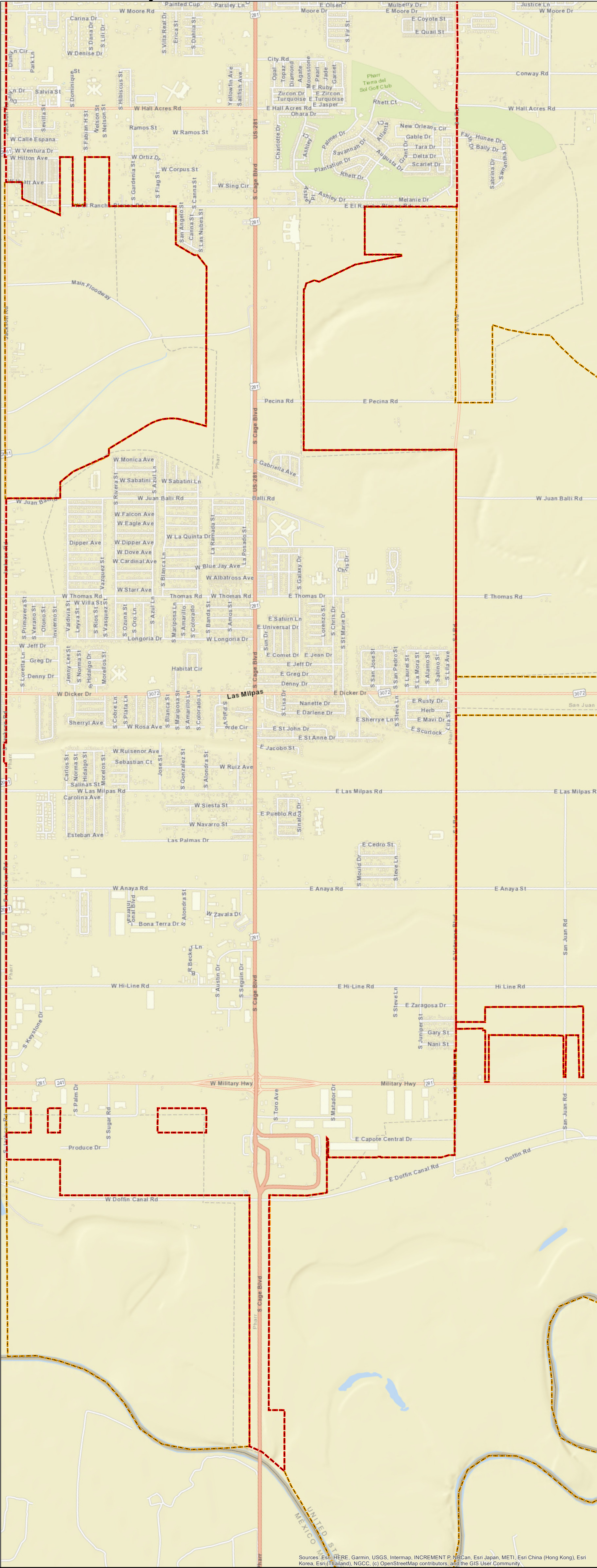
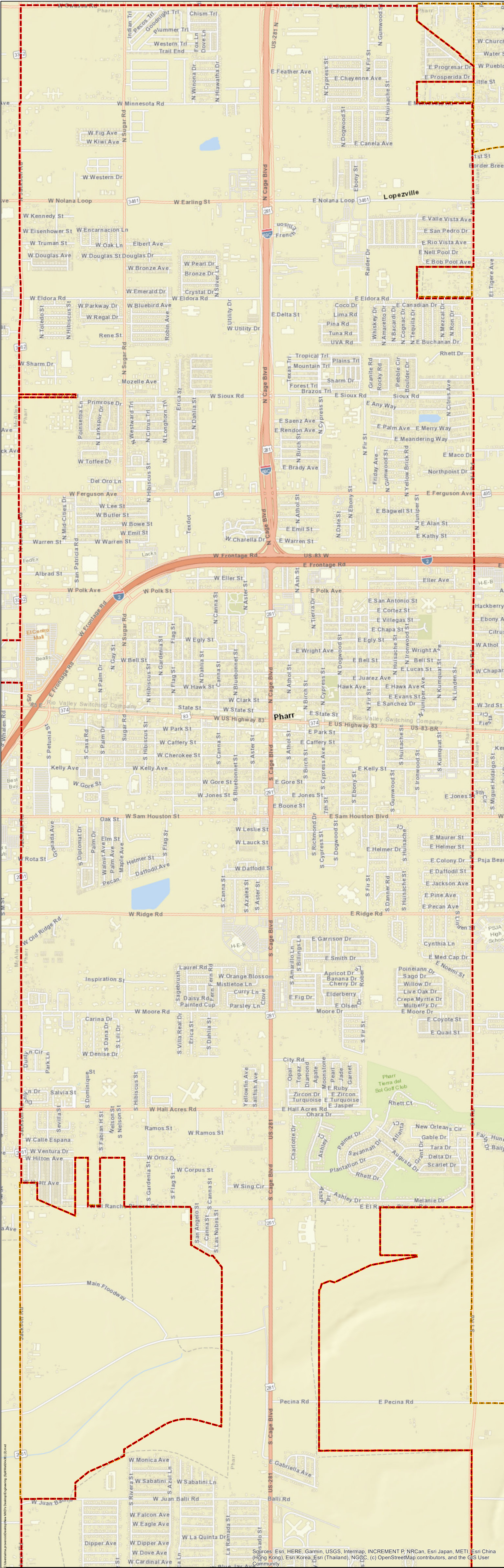
CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK



 Pharr City Limit
 Pharr ETJ

Scale: 1 inch = 1,300 feet

0 650 1,300 2,600 3,900 5,200 Feet

Total Land Area: 15,183 acres (24 sq. mi.)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Parks and Recreation Advisory Board.

Classification: Regular

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

Issue: Mr. Gabriel Trevino advised staff that he would no longer be able to serve as a Parks and Recreation Advisory Board Member due to a new job opportunity he will be relocating for. Mr. Trevino submitted a resignation letter to the Parks and Recreation Department.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends Mr. Roberto Carrillo, Jr.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 6/30/2021
Approved - 7/1/2021
Final Approval - 7/2/2021

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N
NO: R-2021-

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee composed of nine members who shall be residents of the City of Pharr and serve a term of three years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, a vacancy has occurred as a result of a resignation of Board Member Gabriel Treviño; and

WHEREAS, appointment/re-appointment of one (1) member need to be made at this time; and such Board member shall perform his duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr

NAME:

LENGTH OF TERM

1.

3-Year Term (unexpired term 6/5/23)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 5th day of July, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARERRA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on confirmation of the appointment of a Department Head for the Fire Department as prescribed by Section 143.013 of the Texas Local Government Code.

Classification: Closed Session

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

Issue: Per TLGC Sec. 143.013 (1) the department head is appointed by the municipality's chief executive officer and confirmed by the municipality's governing body. At this time the City Manager is appointing Pilar Rodriguez as the department head (fire chief) for the Fire Department effective July 24, 2021

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: deny the approval

Exclude Material from Public Packet? No

Reason: personnel matters

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 6/30/2021
Final Approval - 7/2/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: June 30, 2021

MEETING DATE: July 6, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to engage, negotiate and enter into a contract with an Architectural Firm for complete renovations of the Tierra Del Sol Golf Course clubhouse and grounds.

Classification: Regular

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

Issue: The TDSGC needs a complete renovations and overhaul. Staff would like to completely tear down and rebuild the clubhouse, ground and make needed course improvements.

Fiscal Consideration: TBD

Staff Recommendation: Approval

Alternatives: deny the request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 6/30/2021
Approved - 7/1/2021
Approved - 7/1/2021
Final Approval - 7/2/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: July 1, 2021

MEETING DATE: July 6, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase access control and video surveillance system for Natatorium from DHS Security, LLC dba 3Sixty Integrated from San Antonio, TX, through BuyBoard Cooperative Contract #574-18 in an amount not to exceed \$150,515.87.

Classification: Regular

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

Issue: This purchase will allow for the seamless integration into our existing enterprise access control solution for 24/7 access/audit of all secured doors as well as existing enterprise video surveillance solution for 24/7 video coverage by our Public Safety Communications department which will include internal and external cameras on property. (Project No. 2021-01-518-P024-001)

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of this purchase.

Alternatives: Stand alone solutions.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 7/1/2021
Approved - 7/1/2021
Approved - 7/2/2021
Approved - 7/2/2021
Approved - 7/2/2021
Final Approval - 7/2/2021

INVESTMENT BREAKOUT



CLIENT

Jose J. Peña, CGCIO

IT Director

City of Pharr, TX

100 W. Ferguson Ave.

Pharr, Texas 78577

Phone: 956.402.4900 jose.pena@pharr-tx.gov

QUOTE DETAILS

Date: 6/7/2021

Quote: CPA060721

Expiration: 9/5/2021

BuyBoard 574-18

INVESTMENT BREAKOUT

City Of Phar Aquatic Center

DESCRIPTION	MFG	QTY	UNIT PRICE	PRICE EXTENDED
Access Control Native IP-ready intelligent controller	Open Options	2	\$ 1,369.33	\$ 2,738.66
Access control Dual Reader Interface Sub Controller	Open Options	12	\$ 621.33	\$ 7,455.96
DNA-CWS 1 client license	Open Options	1	\$ 1,197.33	\$ 1,197.33
License for 10 Additional Subcontrollers (20 Readers)	Open Options	1	\$ 673.33	\$ 673.33
License for 1 additional Subcontroller (2 Readers)	Open Options	4	\$ 66.67	\$ 266.68
1" Steel Recessed Door Contact	UTC	40	\$ 11.80	\$ 472.00
Bosch DS150I	Bosch	27	\$ 85.48	\$ 2,307.96
Card Reader	HID	27	\$ 230.65	\$ 6,227.55
FPO150-B100C8D8PE6M 4A/12V and 4A/24V30Hx23Wx6.5D	Life Safety	2	\$ 892.07	\$ 1,784.14
FPO150/250-2C82D8PE6M1 12A/12V and 10A/24 30Hx23Wx6.5D	Life Safety	1	\$ 1,126.67	\$ 1,126.67
Heavy-Duty Electric Strike	Adams Rite	3	\$ 273.79	\$ 821.37
Electrification Kit	VON DUPRIN	12	\$ 621.33	\$ 7,455.96
36" 3/8" Door Loop	SCHLAGE	12	\$ 27.20	\$ 326.40
Fire Stop	3M	4	\$ 60.00	\$ 240.00
J-Hooks	Caddy	250	\$ 2.44	\$ 610.00
Velcro	GENERAL	8	\$ 40.20	\$ 321.60
Windy City Composite Cale	General	6	\$ 1,133.33	\$ 6,799.98
Conduit to Wire Mold Raceway	General	12	\$ 13.33	\$ 159.96

MATERIALS TOTAL	\$ 40,985.55
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LABOR TOTAL	\$ 41,515.04
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SUBTOTAL	\$ 82,500.59
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TOTAL	\$ 82,500.59
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GENERAL TERMS

Equipment and labor are invoiced as delivered.

Payment terms are NET 30.

Pricing Excludes Sales Tax, if applicable.

\$ 3,055.58

INVESTMENT BREAKOUT



CLIENT
 City of Pharr
 Jose Pena
 308 W. Park Avenue
 Pharr, Texas 78577

QUOTE DETAILS
Date: 6/14/2021
Quote: RE 6771 VMS
Expiration: 9/12/2021
Buy Board: 574-18

INVESTMENT BREAKOUT
 City of Pharr - Aquatic Center
 Revised Video Surveillance

DESCRIPTION	MFG	MPN	QTY	UNIT	PRICE
Video Surveillance Camera License	WAVE	WAVE-PRO-24	1	\$	2,376.00
Video Surveillance Camera License	WAVE	WAVE-PRO-01	5	\$	99.00
Exterior Camera with A.I.	Hanwha	PNV-A9081R	2	\$	1,219.52
Pole Mount for Exterior Camera with A.I.	Hanwha	SBP-300PMW	2	\$	44.81
Wall Mount for Exterior Camera with A.I.	Hanwha	SBP-300WMW	2	\$	44.81
Hanging Cap Adaptor for Exterior Camera with A.I.	Hanwha	SBP-187HMM	2	\$	28.36
Exterior Multi-Sensor Camera with Auto Focus	Hanwha	PNM-9002VQ	8	\$	964.28
Lens for Exterior Multi Sensor Camera	Hanwha	SLA-5M7000Q	9	\$	141.81
Lens for Exterior Multi Sensor Camera	Hanwha	SLA-5M4600Q	27	\$	141.81
Pole Mount for Exterior Multi Sensor Camera with Auto Focus	Hanwha	SBP-300PMW	5	\$	44.81
Corner Mount	Hanwha	SBP-300KMW	3	\$	44.81
Wall Mount for Exterior Multi Sensor Camera with Auto Focus	Hanwha	SBP-300WMW	5	\$	44.81
Wall Mount for Exterior Multi Sensor Camera with Auto Focus	Hanwha	SBP-390WMW2	3	\$	121.95
Hanging Cap Adaptor for Exterior Multi Sensor Camera with Auto Focus	Hanwha	SBP-276-HMW	8	\$	42.55
Exterior 180 Degree Camera	Hanwha	PNM-9030V	2	\$	1,531.49
Pole Mount for Exterior 180 Degree Camera	Hanwha	SBP-300PM	2	\$	44.81
Wall Mount for Exterior 180 Degree Camera	Hanwha	SBP-300WM	2	\$	44.81
Hanging Cap Adaptor for Exterior 180 Degree Camera	Hanwha	SBP-276HM	2	\$	45.00
Surge Suppression Device (Rack Side)	DiTek	DTK-WM4NETS	4	\$	141.33
Surge Suppression Device (Camera Side)	DiTek	DTK-MRJPoE	8	\$	60.00
Interior Dual Lens Camera	Hanwha	PNM-9000VD	3	\$	623.95
Lens for Interior Dual Lens Camera	Hanwha	SLA-5M4600D	6	\$	141.81
Box Hanger Support	Hill Country	BLBA12	1	\$	15.04
4 Square Box 2&1/8"D	Hill Country	THETP403	1	\$	0.85
4 Square 1G 5/8D Ring	Hill Country	THETP489	1	\$	2.40
Surface Mount for Interior Dual Sensor Camera	Hanwha	SBP-300CMW	2	\$	47.40
Cap Adaptor for Interior Dual Sensor Camera	Hanwha	SBP-201HM	2	\$	29.40
Interior Multi Sensor Camera	Hanwha	PNM-90002VQ	1	\$	964.28
Back Box for Interior Multi Sensor Camera	Hanwha	SBP-300BW	1	\$	50.48
Wall Mount for Interior Multi Sensor Camera	Hanwha	SBP-390WMW2	1	\$	121.95
Hanging Cap Adaptor for Interior Multi Sensor Camera	Hanwha	SBP-276HMM	1	\$	42.55
Lens for Interior Multi Sensor Camera	Hanwha	SLA-5M4600Q	3	\$	141.81
Lens for Interior Multi Sensor Camera	Hanwha	SLA-5M7000Q	1	\$	141.81
Interior Multi Sensor Camera (180 Degree)	Hanwha	PNM-9030-V	4	\$	1,531.49
Wall Mount for Interior Multi Sensor Camera (180 Degree)	Hanwha	SBP-390WM1	4	\$	121.95
Cap Adaptor for Interior Multi Sensor Camera (180 Degree)	Hanwha	SBP-276HM	4	\$	45.00
Interior Camera	Hanwha	XNF-9010RV	1	\$	680.65
Surface Mount for Interior Camera	Hanwha	SHD-1600-FPW	1	\$	113.40
Box Hanger Support	Hill Country	BLBA12	1	\$	15.04
4 Square Box 2&1/8"D	Hill Country	THETP403	1	\$	0.85
4 Square 1G 5/8D Ring	Hill Country	THETP489	1	\$	2.40
Interior Camera	Hanwha	XND-8020R	2	\$	439.59
Back for Interior Camera	Hanwha	SBD-110GP	1	\$	27.00
Box Hanger Support	Hill Country	BLBA12	2	\$	15.04
4 Square Box 2&1/8"D	Hill Country	THETP403	2	\$	0.85
4 Square 1G 5/8D Ring	Hill Country	THETP489	2	\$	2.40
Interior Camera	Hanwha	XND-8030R	5	\$	465.00
Back Box for Interior Multi Sensor Camera	Hanwha	SBD-110GP	1	\$	27.00
Box Hanger Support	Hill Country	BLBA12	5	\$	15.04
4 Square Box 2&1/8"D	Hill Country	THETP403	5	\$	0.85
4 Square 1G 5/8D Ring	Hill Country	THETP489	5	\$	2.40
Interior PTZ Camera	Hanwha	XNP-9300RW	1	\$	2,940.00
Wall Mount for Interior PTZ Camera	Hanwha	SBP-156WMW	1	\$	84.52
Hanging Cap Adaptor for Interior PTZ Camera	Hanwha	SBP-156HMM	1	\$	36.87
Patch Cord (10')	Leviton	NPC610WH	29	\$	2.97
Patch Cord (7')	Leviton	NPC67WH	29	\$	2.33

MATERIALS TOTAL	\$	42,880.22
LIFT RENTAL TOTAL	\$	2,250.60
LABOR TOTAL	\$	22,385.05
TOTAL	\$	67,515.87

GENERAL TERMS
 Equipment and labor are invoiced as delivered.
 Payment terms are NET 30.
 Pricing Excludes Sales Tax, if applicable.